

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at 6:00 p.m. on **Wednesday, April 10, 2019** in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- C. PUBLIC HEARING (TIME CERTAIN FOR 6 P.M.) – Proposed Amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” **and** Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” **and** the Schedule of Service Charges and Fee Schedule – **pages 5 - 127**
- D. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration.

Public Comment Advisory Statement – *A public body has a legitimate interest in conducting orderly meetings. IVGID may adopt and enforce reasonable restrictions on public comment to ensure the orderly conduct of a public meeting and orderly behavior on the part of persons attending the meeting. Public comment, as required by the Nevada Open Meeting Law, is an opportunity for people to publicly speak to the assembled Board of Trustees. Generally, it can be on any topic, whether or not it is included on the meeting agenda. In other cases, it may be limited to the topic at hand before the Board of Trustees. Public comment cannot be limited by point of view. That is, the public has the right to make negative comments as well as positive ones. However, public comment can be limited in duration and place of presentation. While content generally cannot be a limitation, all parties are asked to be polite and respectful in their comments and refrain from personal attacks. Willful disruption of the meeting is not allowed. Equally important is the understanding that this is the time for the public to express their respective views, and is not necessarily a question and answer period. This generally is not a time where the Board of Trustees responds or directs Staff to respond. If the Chair feels there is a question that needs to be responded to, the Chair may direct the General Manager to coordinate any such response at a subsequent time. Finally, please remember that just because something is stated in public comment that does not make the statement accurate, valid, or even appropriate. The law mitigates toward allowing comments, thus even nonsensical and outrageous statements can be made. However, the Chair may cut off public comment deemed in their judgment to be slanderous, offensive, inflammatory and/or willfully disruptive. Counsel has advised the Staff and the Board of Trustees not to respond to even the most ridiculous statements. Their non-response should not be seen as acquiescence or agreement just professional behavior on their part. IVGID appreciates the public taking the time to make public comment and will do its best to keep the lines of communication open.*

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 10, 2019 - Page 2

E. 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.

F. REPORTS TO THE BOARD OF TRUSTEES*

1. Parasol Tahoe Community Foundation Annual Report – **pages 128 - 133**
2. Verbal follow up on beaches and verbal update on watercraft concession by Director of Parks and Recreation Indra Winquest

G. CONSENT CALENDAR (*for possible action*)

Excerpt from Policy 3.1.0, Conduct Meetings of the Board of Trustees

0.15 Consent Calendar. In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar." A memorandum will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section. Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.

1. Review, Discuss, and Possibly Award a Construction Contract for the Repair of the Deck, Stairs, and Powder Coat all Patio Deck Railings (Recreation Center) Project – 2017/2018 Capital Improvement Project: Fund: Community Services; Division: Recreation Center; Project # 4884FF1502; Vendor: Bruce Purves Construction in the amount of \$111,673 – **pages 134 - 138**
2. Review, Discuss, and Possibly Award a Construction Contract for the Water Reservoir Safety and Security Improvements Project – 2018/2019 Capital Improvement Project: Fund: Utilities; Division: Water; Project # 2299DI1701; Vendor: Resource Development Company in the amount of \$362,600 – **pages 139 - 143**
3. Review, discuss, and possibly authorize a contract for the Leak Study R2-1 14-inch water transmission steel pipeline; 2018/2019 Capital Improvement Project (CIP): Fund: Utilities; Division: Water; Project #2299WS1801; Vendor: Pure Technologies – **pages 144 - 161**

NOTICE OF MEETING

Agenda for the Board Meeting of April 10, 2019 - Page 3

H. GENERAL BUSINESS (*for possible action*)

1. Review, discuss, and possibly approve Resolution No. 1866 for Proposed Amendments to Sewer Ordinance No. 2 **and** Review, discuss, and possibly approve Resolution No. 1867 for Proposed Amendments to Water Ordinance No. 4 **and** Review, discuss, and possibly approve Resolution No. 1868 for schedule of service charges and fee schedule that includes a utility rate increase (Requesting Staff Member: Director of Public Works Joe Pomroy) – **pages 162 - 268**
2. Review, discuss, and possibly provide input and guidance on legislative matters for the 2019 State of Nevada Legislative Session following a verbal presentation on legislative matters provided by Tri-Strategies representative(s) – **pages 269 - 281**
3. Review, discuss, and possibly approve Golf Play Pass rate structure for the Incline Village Golf Courses 2019 golf season and special promotion for the Mountain Golf Course and Incline Village Tennis Center (Requesting Staff Member: Interim Director of Golf Kyle Thornburg and Director of Parks and Recreation Indra Winquest) – **pages 282 - 286**
4. Review, discuss, and possibly approve Resolution Number 1870: A Resolution Preliminarily Approving the Report for Collection of Recreation Standby and Service Charges, Fiscal Year 2019-2020 (Requesting Staff Members: District General Manager Steve Pinkerton and Director of Finance Gerry Eick) – **pages 287 - 296**
5. Review, discuss, and possibly authorize Form 4404LGF as the IVGID 2019-2020 “TENTATIVE” Budget for filing with the Nevada Department of Taxation by April 16, 2019 (Requesting Staff Member: District General Manager Steve Pinkerton and Director of Finance Gerry Eick) – **pages 297 - 379**
6. Review, discuss, and possibly provide direction, to Staff, on the IVGID Code (Requesting Trustee: Vice Chairman Phil Horan) – **page 380**
7. Board Work Plan – Ordinance 7 – Review, discuss, and possibly provide direction on an outline a schedule for workshops, public meetings, communications, etc. (Requesting Trustee: Chairwoman Kendra Wong) – **pages 381 - 390**

I. DISTRICT STAFF UPDATE (*for possible action*)

1. General Manager Steve Pinkerton – **pages 391 - 400**

NOTICE OF MEETING

Agenda for the Board Meeting of April 10, 2019 - Page 4

- J. APPROVAL OF MINUTES (*for possible action*)
 - 1. Regular Meeting of March 13, 2019 – **pages 401 - 557**
 - 2. Regular Meeting of March 18, 2019 – **pages 558 - 594**
- K. REPORTS TO THE IVGID BOARD OF TRUSTEES*
District General Counsel Jason Guinasso
- L. BOARD OF TRUSTEES UPDATE (**NO DISCUSSION OR ACTION**) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*
- M. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see **Public Comment Advisory Statement** above.
- N. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*) – **page 595**
- O. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, April 5, 2019 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of April 10, 2019) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

- 1. IVGID Anne Vorderbruggen Building (Administrative Offices)
- 2. Incline Village Post Office
- 3. Crystal Bay Post Office
- 4. Raley's Shopping Center
- 5. Incline Village Branch of Washoe County Library
- 6. IVGID's Recreation Center
- 7. The Chateau at Incline Village

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

Board of Trustees: Kendra Wong, Chairwoman, Tim Callicrate, Peter Morris, Phil Horan, and Matthew Dent.

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. Copies of the packets containing background information on agenda items are available for public inspection at the Incline Village Library.

IVGID'S agenda packets are now available at IVGID's web site, www.yourtahoeplace.com; go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.

*NRS 241.020(2) and (10): 2.Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting ...10. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: (a) Disasters caused by fire, flood, earthquake or other natural causes; or (b) Any impairment of the health and safety of the public.

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Susan A. Herron, CMC
District Clerk

SUBJECT: PUBLIC HEARING (TIME CERTAIN FOR 6 P.M.) – Proposed Amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” and the Schedule of Service Charges and Fee Schedule

DATE: April 2, 2019

On April 10, 2019, the Board of Trustees will hold a public hearing on the above subject matter. Following is an outline for the public hearing:

1. Chairwoman Wong will ask the Board for a motion and a second to officially open the public hearing.
2. Chairwoman Wong will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, Chairwoman Wong will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Chairwoman Wong will then ask Director of Public Works Joe Pomroy, for the record, if the District complied with the required notices.
5. Following confirmation, Director of Public Works Pomroy will then provide an overview, including a PowerPoint presentation, of the proposed ordinances and fees and their details.
6. Chairwoman Wong will state the comments made during the public hearing are governed by the Chair and Chairwoman Wong should state the rules she wants to use.
7. Chairwoman Wong will then ask for public comment on the ordinances 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 Chairwoman Wong will call for the question and a vote will be taken on this motion. Chairwoman Wong will then move onto the remaining agenda items.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Conduct the Public Hearing for the Proposed Amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” and the Schedule of Service Charges and Fee Schedule.

DATE: March 27, 2019

I. RECOMMENDATION

That the Board of Trustees Conduct the Public Hearing for the Proposed Amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” and the Schedule of Service Charges and Fee Schedule.

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #2, Finance; The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management. Under Objectives for 2018-20, it specifically states, Prepare a five-year projection of financial results for each audited fund for operations, capital improvement and debt service as a part of budget deliberations.

III. FINANCIAL IMPACT AND BUDGET

The Public Works Department conducts an annual rate study to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while maintaining an appropriate Level of Fund balance and Working Capital. The rate study includes a five-year projection for revenues and expenses with an eye out for large capital projects outside of the five-year window. This annual effort insures rates are meeting the needs of the District and that adjustments can be made efficiently and effectively. The rate study is based on utility management strategies, industry best practices and District historical rates.

The 2019 Utility Rate study recommendation is to increase water rates by 4.0% and sewer rates by 4.0% for a total utility rate increase of 4.0%. The utility rates are scheduled for an average 3.5% increase for the next five years to meet the projections presented in this memo.

In 2018-19, total water and sewer revenues for Public Works are budgeted to be \$11.85 million and are proposed to be \$12.29 million in 2019-20 under this rate study. This is an increase in revenues of \$440,000 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 in the most equitable way possible. The revenue is also balanced among the various rate components to pay for fixed, variable and capital components.

The Level of Fund Balance is set by Board Policy 7.1.0 and Practice 7.2.0 and is currently a calculated target value of \$1.88 million. In the five-year period of this rate study, Level of Fund Balance will be above target Policy/Practice levels. The net position for the utility fund on June 30, 2018 from page 30 of the Comprehensive Annual Financial Report is \$10,091,000. The Utility fund meets the Level of Fund Balance Policy/Practice target.

The District also has Budgeting and Fiscal Management Level of Working Capital Policy 19.1.0 and Practice 19.2.0. The definition of target amounts for Working Capital is measured as follows.

- Operations – 45 to 90 days of operating expenses. Operating expense excludes depreciation and interest

- Utilities Debt Service – up to one year’s payments of interest expense, since current maturities of long term debt are already considered in determining working capital, when classified as a current liability.
- Capital Expenditure – up to 1 year of a 3 year average depreciation

Table 1 presents two scenarios for working capital based on the fiscal year end results of 2018-19. All numbers have been rounded to \$1000 for clarity.

Table 1 – Working Capital Worksheet

Item	YE 2018-19	Working Capital with 45 Days of Operating Expenses	Working Capital with 90 Days of Operating Expenses
Operational Expense 2019-20	\$7,140,000	\$881,000	\$1,761,000
Utilities Debt Service 1 Year	\$134,000	\$134,000	\$134,000
1 year average depreciation	\$2,950,000	\$2,950,000	\$2,950,000
Sum		\$3,965,000	\$4,845,000

The Utility Fund working capital on June 30, 2018 is \$6,129,000 from page 30 of the Comprehensive Annual Financial Report, (calculated as total current assets minus total current liabilities) and is greater than the target value set by the Working Capital Policy and Practice.

Proposed Utility Rates

The following table compares the current and the proposed residential water rate. The rates below include a \$1.05 total defensible space charge to each user. The base rate for water is increasing by \$1.25 per month. The water consumption and tier rates have been thoroughly analyzed in previous years to confirm the cost basis for those rate components per thousand gallons of usage. Water consumption is the variable rate component. 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

Current 2018 Rate Component	2018 Rate	Proposed 2019 Rate Component	2019 Rate	Change
Base Rate	\$ 11.23	Base Rate	\$ 11.97	\$0.74
Capital Improvements	\$ 14.80	Capital Improvements	\$ 15.10	\$0.30
Customer Account Fee	\$ 3.76	Customer Account Fee	\$ 3.97	\$0.21
Defensible Space	\$ 1.05	Defensible Space	\$ 1.05	-
Monthly Water Bill	\$ 30.84	Monthly Water Bill	\$ 32.09	\$1.25
Consumption	\$ 1.50	Consumption	\$ 1.55	\$0.05
1st Tier	\$ 0.93	1st Tier	\$ 0.93	\$0.00
2nd Tier	\$ 1.30	2nd Tier	\$ 1.34	\$0.04

The following table compares the current and the proposed residential sewer rate. The base rate for sewer is increasing by \$2.20 per month and the sewer use rate is increasing by \$0.10 per thousand gallons of water use. The sewer use is capped in the summer months for residential customers

Residential Sewer Rate Comparison

Current 2018 Rate Component	2018 Rate	Proposed 2019 Rate Component	2019 Rate	Change
Base Rate	\$ 18.30	Base Rate	\$ 19.54	\$ 1.24
Capital Improvements	\$ 30.70	Capital Improvements	\$ 31.45	\$ 0.75
Customer Account Fee	\$ 3.76	Customer Account Fee	\$ 3.97	\$ 0.21
Monthly Sewer Bill	\$ 52.76	Monthly Sewer Bill	\$ 54.96	\$ 2.20
Sewer Use Rate	\$ 3.10	Sewer Use Rate	\$ 3.20	\$ 0.10

Staff has investigated the equity of the water rate structure for the various customer classes utilizing financial, flow data and demand factors from 2018. Equity is calculated by determining the proportion of fixed and variable demand on the water (size of water meter, water consumption) by each customer class compared to the fixed and variable water revenue collected from each customer class. The current rate structure exhibits equity amongst the major user classes. The two tables below show the statistics for this analysis. The first table, Variable Water Revenue vs Water Use compares how much water consumption, Tier 1 and Tier 2 revenue was received from each customer class as a percent of the total compared to the percent of water measured through the water meter for 2018.

Variable Water Revenue versus Water Use

Customer Class	Variable Water Revenue (Consumption, Tier 1 & 2)	Water Use
Commercial	15%	13%
Residential	71%	69%
IVGID Facilities	14%	18%

Fixed Water Revenue versus Fixed Water Demand

Customer Class	Fixed Water Revenue (Revenue, Base, CIP, Admin, Def Space)	Fixed Water Demand (equivalent dwelling units)
Commercial	9.2%	9.5%
Residential	86.8%	86.2%
IVGID Facilities	4.0%	4.3%

The second table, above, Fixed Water Revenue versus Fixed Water Demand, compares the fixed revenue received from each customer class as percent of the total compared to the demand that customer class places on the water system as determined by the meter size. This is called equivalent dwelling units. The two tables shows that there is equity in the rate structure for variable and fixed rate components of the water rates.

Schedule

The schedule for rate adoption from the Utility Rate Study was proposed as follows at the January 23, 2019 Board Meeting. April 10, 2019 is the noticed date for the Public Hearing.

Utility Rate Study	Date
Utility Rate Study Presentation	January 23, 2019
Set Date for Public Hearing to Adopt New Utility Rates	February 6, 2019
Notice of Public Hearing Published in Newspaper	March 1, 2019
Courtesy Ad for Public Hearing Published in Newspaper	April 5, 2019
Conduct Public Hearing and Adopt New Utility Rates	April 10, 2019
New Utility Rates become effective pending approval	May 20, 2019

IV. BACKGROUND

At the January 23, 2019 District Board of Trustees Meeting, Staff conducted a Utility Rate Study presentation that 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 from the January 23, 2019 Board of Trustees Meeting is posted on the IVGID website and the reader can review that document and listen to the presentation on LiveStream. At the February 6, 2019 Board of Trustees meeting the Board authorized April 10, 2019 as the date for the public hearing and directed staff to publish the Ordinance 2 and Ordinance 4 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.yourtahoepace.com/events/notice-of-public-hearing-ordinances-2-and-4-1-1>

The marked up versions of Ordinance 2 and Ordinance 4 follow this memo. Exhibit A, B and C are being removed from each Ordinance and are being combined into a single Schedule of Service Charges and Fee Schedule for water rates, sewer rates, connection fees and miscellaneous fees and charges. The Ordinances are being prepared in this manner so they can be more readily adopted into the IVGID Code at a future date.

Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.

IV. ALTERNATIVES

The Board shall conduct the Public Hearing. No alternative is presented.

V. COMMENTS

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)

VI. 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.



**Utility Rate Public Hearing
April 10, 2019
Director of Public Works
Joe Pomroy**

Rate Study Purpose

- Determine CIP and Operating Expenses
- Determine Revenue Projections
- Examine Full Cost Pricing
- Balance Costs Equitably Among User Classes
- Provide Price Signals to Users
- Determine Needs for Bonding
- Fund Utility for Future Users

Rate Study Fundamentals

- District Strategic Plan
 - Mission, Vision, Goals and Objectives, Culture Training, & Customer Service Training
- Industry Best Practices
 - Effective Utility Management
 - AWWA Best Practice Manuals
 - Professional Organizations, AWWA & WEF
 - Industry Peers
 - Benchmarking and Performance Measures

2019 5-Year Rate Study

- Water Rates - ↑ 4.0%
- Sewer Rates - ↑ 4.0%
- Overall Rates - ↑ 4.0%
- Increase is Spread Across Rate Components
- Average 3.5% Increase for Next 5 Years
- Commodity-Demand Model (fixed, variable, and CIP components)

Proposed 2019 Water Rates

Current 2018 Rate Component	2018 Rate		Proposed 2019 Rate Component	2019 Rate	Change
Base Rate	\$ 11.23		Base Rate	\$ 11.97	\$0.74
Capital Improvements	\$ 14.80		Capital Improvements	\$ 15.10	\$0.30
Customer Account Fee	\$ 3.76		Customer Account Fee	\$ 3.97	\$0.21
Defensible Space	\$ 1.05		Defensible Space	\$ 1.05	-
Monthly Water Bill	\$ 30.84		Monthly Water Bill	\$ 32.09	\$1.25
Consumption	\$ 1.50		Consumption	\$ 1.55	\$0.05
1st Tier	\$ 0.93		1st Tier	\$ 0.93	\$0.00
2nd Tier	\$ 1.30		2nd Tier	\$ 1.34	\$0.04

Consumption, Tier 1 and Tier 2 is cost per 1000 gallons of water use

Proposed 2019 Sewer Rates

Current 2018 Rate Component	2018 Rate		Proposed 2019 Rate Component	2019 Rate	Change
Base Rate	\$ 18.30		Base Rate	\$ 19.54	\$ 1.24
Capital Improvements	\$ 30.70		Capital Improvements	\$ 31.45	\$ 0.75
Customer Account Fee	\$ 3.76		Customer Account Fee	\$ 3.97	\$ 0.21
Monthly Sewer Bill	\$ 52.76		Monthly Sewer Bill	\$ 54.96	\$ 2.20
Sewer Use Rate	\$ 3.10		Sewer Use Rate	\$ 3.20	\$ 0.10

Sewer Use is cost per 1000 gallons of water use.

Residential sewer consumption is capped in summer months.

Utility Bill History – Median User

Year	Monthly Water Charge	Monthly Sewer Charge	Total Monthly Water and Sewer Charge	Rate Increase From Previous Year
2014	\$35.41	\$55.75	\$91.16	
2015	\$36.15	\$57.96	\$94.11	3.2%
2016	\$37.15	\$60.24	\$97.39	3.5%
2017	\$38.47	\$62.22	\$100.69	3.4%
2018	\$39.79	\$63.88	\$103.67	3.0%
Proposed 2019	\$41.35	\$66.44	\$107.78	3.4%

The breakdown of the **\$16.62** Rate Increase from 2014 to 2019

- **\$5.18** for CIP Revenue Increase, average increase of **2.4%** per yr
- **\$10.44** for Operating Revenue Increase, average increase of **4.2%** per yr

Utility Bill – Median User

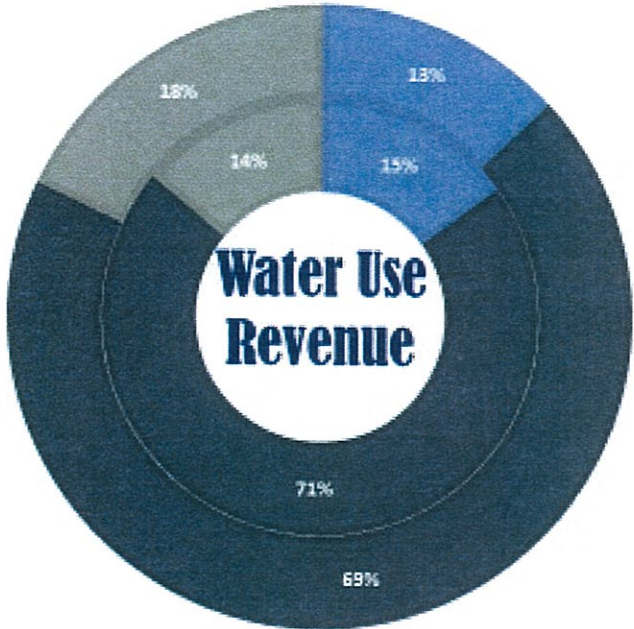
Charge	Amount	% of Bill
Variable	\$20.73	19%
Fixed	\$39.45	37%
Capital	\$46.55	43%
Defensible Space (watershed protection)	\$1.05	1%
Total	\$107.78	100%

Commercial Rates

Meter Size	Water and Sewer Base Rates Monthly Base Bill
3/4"	\$87.05
1"	\$139.35
1 1/2"	\$268.93
2"	\$425.05
3"	\$789.59
4"	\$1,310.25
6"	\$2,610.73
8"	\$4,171.93

Water Rate Equity

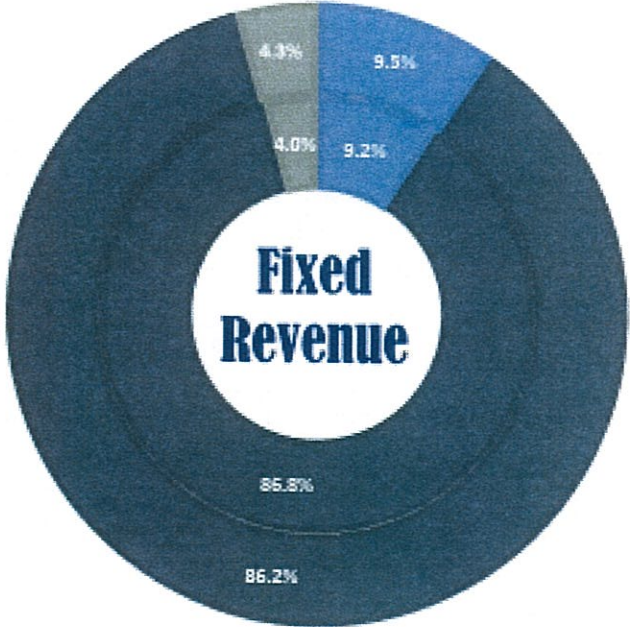
% of Water Use



Water Use Revenue

■ Commercial ■ Residential ■ IVGID Facilities

% of Fixed Demand



Fixed Revenue

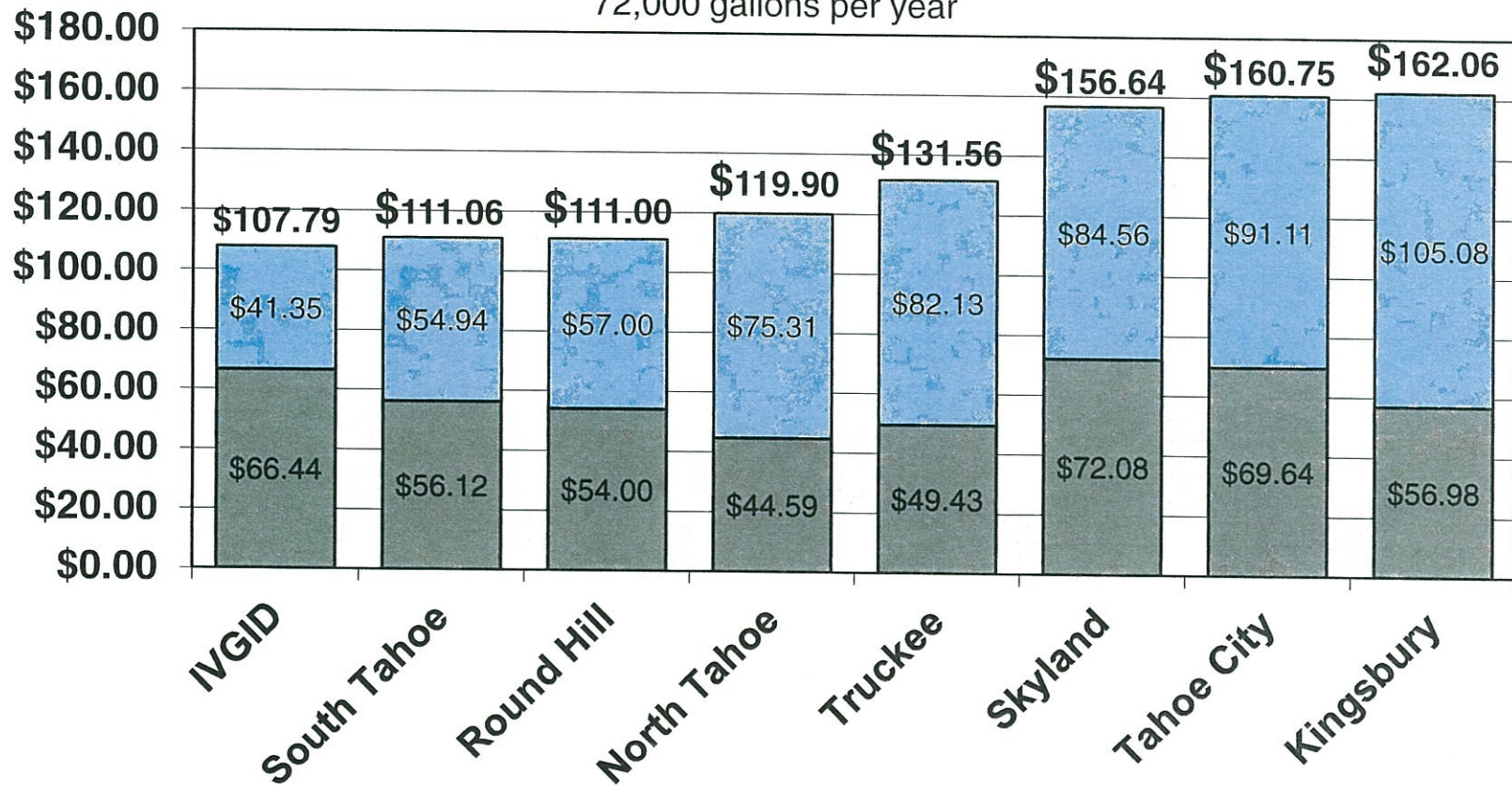
■ Commercial ■ Residential ■ IVGID Facilities

2019 Utility Bill Comparison



**Single Family Average Monthly Bill
Rates Applied to the Median User**

6,000 gallons per month
72,000 gallons per year



Other Changes

- Changes proposed to user fees (backflow, service calls, inspections)
- 5% Increase to connection fees for water and sewer
- Update to the leak relief policy to better account for sewer volume credits.
- Updates to language to comply with plumbing and building codes

Utility Rate Timeline

Activity	Date
Utility Rate Study Presentation	January 23, 2019
Set Date for Public Hearing to Adopt New Utility Rates	February 6, 2019
Notice of Public Hearing Published in Newspaper	March 1, 2019
Courtesy Ad for Public Hearing Published in Newspaper	April 5, 2019
Conduct Public Hearing and Adopt New Utility Rates	April 10, 2019
New Utility Rates become effective pending approval	May 20, 2019

Recommendation

- That the Board of Trustees Conduct the Public Hearing for the Proposed Amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” and the Schedule of Service Charges and Fee Schedule.



ORDINANCE NO. 2

SEWER ORDINANCE

**AN ORDINANCE ESTABLISHING RATES, RULES
AND REGULATIONS FOR SEWER SERVICE BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As Proposed for Adoption on April 10, 2019



TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS 8

1.01 Short Title..... 8

1.02 Enabling Statutes..... 8

1.03 Words and Phrases 8

1.04 Sewer System 8

1.05 Separability 8

1.06 Posting..... 8

1.07 Relief on Application 8

1.08 Relief on Own Motion 9

1.09 Violations and Penalties..... 9

1.10 Ruling Final..... 9

ARTICLE 2 - DEFINITIONS 9

2.01 Additional Definitions..... 9

2.02 Administrative / Customer Service Account Charge 9

2.03 Agent 9

2.04 Applicant 9

2.05 Application..... 9

2.06 Average Month..... 10

2.07 Billing Period 10

2.08 Board 10

2.09 Building..... 10

2.10 Capacity Adjustment Factor..... 10

2.11 Capital Improvement Charge 10

2.12 Combined Sewer 10

2.13 Communal Sewer 10

2.14 Contractor..... 10

2.15 County 11

2.16 Customer 11

2.17 Customer Building Sewer 11

2.18 Date of Presentation 11

2.19 Director of Public Works 11

2.20 District..... 11

2.21 District Engineer 11

2.22 Fixed Charge 11

2.23 Fixture Unit 11

2.24 General Manager..... 11

2.25 Inspector 12

2.26 Law..... 12

2.27 Main Extension/Capacity Enhancement 12

2.28 Metered Service 12

2.29 Outside Sewer 12



2.30	Owner	12
2.31	Permanent Service.....	12
2.32	Permit	12
2.33	Person	12
2.34	Premises	13
2.35	Private Sewer	13
2.36	Private Sewer Delivery System.....	13
2.37	Publicly Owned Wastewater Treatment Plant/Treatment Plant.....	13
2.38	Sanitary Sewer	13
2.39	Service Classifications	13
2.40	Service Connection	14
2.41	Service Size for Billing Purpose	14
2.42	Sewer Main	14
2.43	Storm Sewer	14
2.44	Storm Water	15
2.45	Variable Cost.....	15
2.46	Waste.....	15
2.47	Wastewater	15

ARTICLE 3 - GENERAL RULES..... 15

3.01	Rules and Regulations	15
3.02	Purpose	15
3.03	Violation Unlawful.....	15
3.04	Protection from Damage	15
3.05	Violation.....	15
3.06	Notices to Customers	16
3.07	Notices from Customers.....	16
3.08	Public Nuisance.....	16
3.09	Disconnection.....	16
3.10	Means of Enforcement Only	16
3.11	Liability for Violation	16
3.12	Permits and Fees	17
3.13	Responsibility for Loss or Damage.....	17
3.14	Uniform Plumbing Code/ IAPMO	17

ARTICLE 4 - SEWER DEPARTMENT..... 17

4.01	Creation	17
4.02	General Manager.....	17
4.03	Director of Public Works	18
4.04	Inspections.....	18
4.05	Performance of Duties.....	18
4.06	Consolidations.....	18
4.07	Consequences of Denial of Entry or Access	19
4.08	Violation.....	19



ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED	19
5.01 Disposal of Wastes.....	19
5.02 Treatment of Wastes Required.....	19
5.03 Unlawful Disposal.....	19
5.04 Occupancy Prohibited	19
5.05 Sewer Required	20
ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE.....	20
6.01 Application.....	20
6.02 Forms of Application	21
6.03 Undertaking of Applicant.....	21
6.04 Individual Liability for Joint Service	21
6.05 Change in Customer's Equipment or Operations	21
6.06 Special Cases.....	21
6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments	22
6.08 Establishment of Credit.....	22
6.09 Re-establishment of Credit.....	22
6.10 Amount to Establish or Reestablish Credit	22
6.11 Applicability to Unpaid Accounts.....	22
6.12 Return of Deposits.....	22
6.13 Connection to System Required Within 540 Days of Application	22
6.14 Changes in Use or Uses of Served Property	23
6.15 Connection Charges	23
ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED	24
7.01 Application.....	24
7.02 Investigation.....	24
7.03 Ruling.....	24
7.04 District Lines.....	24
7.05 District Extension.....	24
7.06 Determination.....	24
7.07 Refund Agreement	24
7.08 Extension by Customer	25
7.09 Point of Connection.....	25
7.10 Additional Components Required.....	25
7.11 No Obligation by District.....	25
7.12 All Costs to be Borne by Customer.....	25
ARTICLE 8 - PUBLIC SEWER.....	25
8.01 Extensions	25



**ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS,
AND CONNECTIONS..... 26**

9.01	Permit Required	26
9.02	Construction Requirements	27
9.03	Size and Slope	27
9.04	Separate Sewers	27
9.05	Old Building Sewers	27
9.06	Cleanouts	27
9.07	Individual Sewage Pump Stations.....	27
9.08	Service Connections	27
9.09	Backflow Prevention Devices	28
9.10	Maintenance	28
9.11	Connection to Public Sewer	28
9.12	Protection of Excavation	28
9.13	Maintenance of Building Sewer.....	29
9.14	Testing.....	30
9.15	Modification of Time-Frame.....	30

**ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM
CONSTRUCTION..... 30**

10.01	Permit Required	30
10.02	Plans, Profiles and Specifications Required.....	30
10.03	Easements or Rights-of Way.....	31
10.04	Mitigation of Encroachments onto Easements and Rights of Way.....	31
10.05	Persons Authorized to Perform Work	31
10.06	Grade Stakes.....	32
10.07	Compliance with Local Regulations	32
10.08	Protection of Excavation	32
10.09	Design and Construction Standard.....	32
10.10	Completion of Sewer Required.....	32

ARTICLE 11 - USE OF PUBLIC SEWERS..... 32

11.01	Drainage into Sanitary Sewers Prohibited	32
11.02	Combined Sewers.....	33
11.03	Required Use of Grease Traps and Interceptors	33
11.04	Limitations on the Use of Garbage Grinders	34
11.05	Maintenance of Pretreatment Facilities.....	34
11.06	Preliminary Treatment of Wastes.....	34
11.07	Measurements and Tests	34
11.08	Types of Wastes Prohibited	34
11.09	Limitations on Wastewater Strength	35
11.10	Swimming Pools	36
11.11	Limitations on Point of Discharge	36



11.12	Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments.....	36
ARTICLE 12 - PERMITS AND FEES.....		36
12.01	Permit Required	37
12.02	Application for Permit.....	37
12.03	Compliance with Permit.....	37
12.04	Agreement	37
12.05	All Work to be Inspected	37
12.06	Notification	37
12.07	Correction of Work	38
12.08	All Costs Paid by Owner	38
12.09	Outside Sewers	38
12.10	Permit Optional	38
12.11	Special Outside Agreements	38
12.12	Street Excavation Permit.....	38
12.13	Liability	38
12.14	Final Inspection.....	39
ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE		39
13.01	Capital Improvement Charge	39
13.02	Sewer System Repair Fund	39
13.03	Unimproved Parcels	39
ARTICLE 14 - BILLING AND COLLECTION.....		39
14.01	Billing.....	39
14.02	New Connections	39
14.03	Disconnection.....	39
14.04	Transfer of Ownership	39
14.05	Person Responsible for Payment.....	40
14.06	Billing Time	40
14.07	Penalties	40
14.08	Represents Lien on Property	40
14.09	Collection by Suit.....	40
14.10	Collection with Utility Charges of District	40
14.11	Discontinuance of Service upon Delinquency	40
14.12	Checks and Electronic Funds Transfers (EFT) not Honored by Bank.....	40
14.13	Service Charges.....	41
14.14	Outside Users	41
14.15	Multi-Unit Residential Accounts	41
14.16	Call-Out Service Charges.....	41
14.17	Disputed Bills.....	41
14.18	Policy for Appeal for Relief from Excessive Sewer Charges	42



ARTICLE 15 - DISCONTINUANCE OF SERVICE..... 43

15.01 Customer's Request for Discontinuance of Service 43

15.02 Customers Request for Shut Off and Turn On of Service 43

15.03 For Nonpayment of Bills..... 43

15.04 Liability for Bills..... 43

15.05 For Noncompliance with Rules..... 43

15.06 For Infiltration or Illegal Connections 43

15.07 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District
or its Customers..... 44

15.08 For Fraudulent Use of Service 44

15.09 Restoration of Service 44

15.10 Refusal to Serve 44

Exhibit A: Schedule of Sewer Service Charges45

Exhibit B: Schedule of Sewer Connection Charges46

Exhibit C: Miscellaneous Fee Schedule47



ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

This ordinance may be cited as "Incline Village General Improvement District Sewer Ordinance" and is hereinafter referred to as "Ordinance."

1.02 Enabling Statutes

This ordinance is adopted pursuant to NRS 318.170, 318.197, and 318.205, together with NRS 318.100 through 318.101, 318.116 (10), 318.140, 318.145, 318.175, and 319.199.

1.03 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.

1.04 Sewer System

The District will furnish a system, plant, works and undertaking used for and useful in the collection, treatment and disposal of domestic wastewater and industrial waste for the District, including all parts of the enterprise, all appurtenances thereto, and lands, easements, rights in land, contract rights and franchises.

1.05 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.

1.06 Posting

The adoption of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in accordance with the State of Nevada open meeting law, NRS 241, Section 020, pertaining to posting requirements.

1.07 Relief on Application

When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.



1.08 Relief on Own Motion

The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premises during the period of such special circumstances or any part thereof.

1.09 Violations and Penalties

- A. **Violations.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any plumbing or permit the same to be done in violation of this code.
- B. **Penalties.** Any person, firm, or corporation violating any provision of this code shall be penalized in accordance with the provisions of the applicable law. Each separate day or any portion thereof during which any violation of this code occurs or continues shall be deemed to constitute a separate offense.

1.10 Ruling Final

All rulings of Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within fourteen (14) days. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days.

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions

For the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled "Uniform Plumbing Code", (UPC) compiled by the International Association of Plumbing and Mechanical Officials, copies of which are on file with the District.

2.02 Administrative / Customer Service Account Charge

Portion of monthly billing assessed to each sewer account for administrative and customer service costs.

2.03 Agent

A person or firm, corporation, partnership or association duly authorized with supporting documentation to complete requirements and performances of this ordinance.

2.04 Applicant

The person making application for a permit for a sewer or plumbing installation and shall be the record owner of premises to be served by the sewer for which a permit is requested or his authorized agent.

2.05 Application

A written request for sewer service as distinguished from an inquiry as to the availability or charges for such services.



2.06 Average Month

Shall mean thirty (30) days.

2.07 Billing Period

The regular billing period will be monthly, or at the discretion of the District.

2.08 Board

The Board of Trustees of the District.

2.09 Building

A structure built, erected, and framed of component structural parts designed for the housing, shelter, enclosure, or support of persons, animals, or property of any kind.

2.10 Capacity Adjustment Factor

The relative flow of each water service size as compared to that of a 3/4" service.

<u>Water Service Size</u>	<u>Capacity Adjustment Factor (CAF)</u>
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

2.11 Capital Improvement Charge

That portion of the monthly billing used to pay for capital costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.

2.12 Combined Sewer

A sewer receiving both surface runoff and wastewater.

2.13 Communal Sewer

A sewer serving any multi-unit property and is considered a private sewer delivery system and not property controlled by or under the jurisdiction of the District.

2.14 Contractor

An individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.



2.15 County

The County of Washoe, Nevada.

2.16 Customer

The person in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service. In the case of single family or individually metered multiple family residences, the customer shall be the owner of the property served, but the billing for service may be sent to the owner in care of his agent with signed authorization from the owner.

2.17 Customer Building Sewer

That part of the horizontal piping of a drainage system which extends three (3) feet outside the foundation from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer delivery system, or other point of disposal.

2.18 Date of Presentation

The date upon which a bill or notice is postmarked or hand delivered to the Customer of the District.

2.19 Director of Public Works

The person appointed to perform the duties of Director of Public Works.

2.20 District

The Incline Village General Improvement District (IVGID).

2.21 District Engineer

The Engineer appointed and acting for the District and shall be a Registered Civil Engineer in the State of Nevada.

2.22 Fixed Charge

Portion of monthly billing to pay for fixed costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.

2.23 Fixture Unit

Any sink, tub, shower, water closet or other facility as defined by UPC connected by building drain to the building sewer.

2.24 General Manager

The General Manager of the District.



2.25 Inspector

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts and related work in determining compliance with IVGID construction specifications, standards and ordinances.

2.26 Law

Any statute, rule, ordinance, bylaw or regulation established by Federal, State, County or Municipal authorities.

2.27 Main Extension/Capacity Enhancement

Shall mean the extension or replacement of sewer collection mains and necessary facilities in accordance with the provisions of this ordinance applicable to main extensions and/or capacity enhancements.

2.28 Metered Service

A service for which charges are computed on the basis of measured quantities of water, wastewater or liquid wastes.

2.29 Outside Sewer

A sanitary sewer beyond the limits of the District not subject to the control or jurisdiction of the District.

2.30 Owner

The person owning the property, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or building under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.

2.31 Permanent Service

A service which, in the opinion of the District is of a permanent and established character. The use of the sewer may be continuous, intermittent or seasonal in nature.

2.32 Permit

Any written authorization required pursuant to this or any other regulation of the District for the installation of any treatment works.

2.33 Person

Any human being, individual, firm, company, partnership, association, or private or public or municipal corporation, the United States of America, the State of Nevada, a district, any political subdivision, governmental agency and mandatory thereof, or any other legal entity.



2.34 **Premises**

All that real property of a single integrated operation under one name which operation may involve one or more buildings, locations or services, provided: (a) such buildings, locations, or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening public highways, streets, alleys, or waterways.

2.35 **Private Sewer**

A building sewer which receives the discharge from one (1) or more building drain and conveys it to a public sewer, private sewer disposal system, or other point of disposal.

2.36 **Private Sewer Delivery System**

That portion of any sewer beginning at the plumbing or drainage outlet of any building or industrial facility and running to and including the point of connection to the public sewer or to a private sewer disposal system. ~~The Private Sewer Delivery System shall be installed and constructed of materials in compliance with the current adopted version of the Uniform Plumbing Code, IVGID Requirements to Construct for Water and Sewer Services, and IVGID Requirements to Construct Public and Communal Water and Sewer Utility Systems, as approved by the Director of Public Works.~~

2.37 **Publicly Owned Wastewater Treatment Plant/Treatment Plant**

Any arrangement of devices and structures used for treating wastewater. The treatment plant and related works shall be designed and operated in compliance with pertinent State of Nevada statutes, rules, regulations and permits.

2.38 **Sanitary Sewer**

A sewer which carries wastewater and to which storm, surface and ground waters are intentionally excluded.

2.39 **Service Classifications**

Shall be defined as follows:

- A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.

- B. **Domestic Service:** Service to a residential Customer. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square



footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

- C. **Mixed Use Service:** Mixed use service has commercial and residential services. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service
- D. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).
- E. **Single Family Residential Unit:** A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

- E. **Multi-Family Residential Unit:** The place of residence of a single family dwelling within a multi-unit complex, Common Interest Community, mixed use service with greater than 50% square footage of residential area or Condominium Hotel. The single family dwelling premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes. Clubhouses, poolhouses, restaurants and similar facilities that are part of a multi-unit complex, Common Interest Community, or Condominium Hotel will be counted as additional units for billing purposes in determining base rates.

2.40 **Service Connection**

The point of connection is where the customer's –building sewer connects with the District's sewer main, including all components to make the connection to the District's sewer main. The District's sewer main may be located in an easement or public right-of-way. The customer owns the sewer service connection.

2.41 **Service Size for Billing Purpose**

Sewer service size for billing purposes shall be based on the water service size for billing purposes as established in Ordinance 4, Water Ordinance, ~~Section 2.42~~.

2.42 **Sewer Main**

A pipe or conduit for carrying wastewater.

2.43 **Storm Sewer**

A sewer which carries storm surface, ground, and clear water.



2.44 Storm Water

Water or rainfall or other precipitation which drains from the ground or other catch basin during or following a storm.

2.45 Variable Cost

That portion of the monthly billing used to pay for the variable costs of service. Variable cost is calculated based on water use.

2.46 Waste

The solid, liquid, or vapor components of wastewater that may be discharged into the sewer system.

2.47 Wastewater

The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present.

ARTICLE 3 - GENERAL RULES

3.01 Rules and Regulations

The following rules and regulations respecting sewer construction, disposal of wastewater, and connection to the treatment works of the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

3.02 Purpose

This ordinance is intended to provide rules and regulations for the use and construction of sanitary sewer facilities hereafter installed, altered or repaired within the District.

3.03 Violation Unlawful

Following the effective date of this ordinance it shall be unlawful for any person to connect to, construct or install or provide, maintain or use any other means of wastewater disposal from any building in the District except by connection to a public sewer in the manner as in this ordinance provided, except as herein otherwise provided.

3.04 Protection from Damage

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District treatment works. Any person violating this provision shall be subject to the penalties provided by law, and shall be responsible for the cost of repair.

3.05 Violation

Any person found to be violating any provision of this or any other ordinance, rule or regulation of the District, except Article 3.08 hereof, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory



correction thereof. Said time limit shall be ten (10) working days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the Inspector of any defect arising in any sewer or of any violation of this ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. Amounts. Violations of these Regulations shall be subject to civil monetary penalties established a) by applicable Nevada law, b) by applicable rules and regulations of the Nevada Department of Environmental Protection and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. Continuing Violations. For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

3.06 Notices to Customers

Notice from the District to a Customer will normally be given in writing, and either delivered by hand, electronically or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.07 Notices from Customers

Notice from the Customer to the District may be given by him or his authorized representative in writing to the District's office.

3.08 Public Nuisance

Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this or any other ordinance, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.

3.09 Disconnection

As an alternative method of enforcing the provisions of this or any other ordinance, rule or regulation of the District, the Director of Public Works shall have the power to disconnect the user from the sewer mains or water mains, or both, of the District. Upon disconnection, the Inspector shall estimate the cost of disconnection from and reconnection to the system and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system. The Inspector shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

3.10 Means of Enforcement Only

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

3.11 Liability for Violation

Any person violating any of the provisions of the ordinances, rules or regulations done under the provisions of the District shall become liable to the District for any expense, loss or other damage occasioned by the District by reason of such violation.



3.12 Permits and Fees

No public sewer, private sewer delivery system or other sewerage facility connected or to be connected to the treatment works of the District shall be installed, altered or repaired within the District until a permit for the work has been obtained and all fees paid in accordance with the requirements of Article 12 of this ordinance.

3.13 Responsibility for Loss or Damage

- A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied.
- B. The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by steam, hot water, chemicals, electrical connections, grease sewer overflow or back-ups, etc.
- C. Contractors, Owners' agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement, or other compensation resulting from such damages.
- D. The District assumes no responsibility for loss or damage due to sewage backup or overflow. The District merely agrees to furnish such capacity in its general collection system as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services; however, the District shall not be liable for shutdown or variations to the system that occurs without prior notice by the District.

3.14 Uniform Plumbing Code/ IAPMO

The following Uniform Plumbing Code provisions are made part of this ordinance.

- A. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.
- B. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

ARTICLE 4 - SEWER DEPARTMENT

4.01 Creation

A sewer department is hereby created comprised of the Board, General Manager, and the Director of Public Works.

4.02 General Manager

The General Manager shall have full charge and control of the maintenance, operation and construction of the sewer works and system. He shall have full power and authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall fix and alter the compensation of employees and assistants subject to approval by the Board. He shall have



charge of all employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to it in accordance with the rules and regulations adopted by it.

4.03 Director of Public Works

The position of Director of Public Works is hereby created. He shall have charge of the Utilities of the District. This shall include all maintenance, operation and construction of the sewer works, and billing for and collecting of service and connection charges. He shall perform such other duties as shall be determined by the General Manager.

A. Duties.

- (1) The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.
- (2) He shall regularly inspect all facilities related to the District sewer system, to see that they are in good repair and proper working order, and to note violations of any sewer regulations. He shall also perform the duties of sewer inspector.
- (3) He shall set the design criteria for and provide approval of public and communal sewer systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.

B. Violation, Repairs. He shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to users pending action by the General Manager.

C. Supervision. He shall supervise all repair or construction work authorized by the Board or General Manager, and perform any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections

The District shall perform inspections on all utility and residential construction within the District to assure compliance with IVGID standards and specifications. All existing residential, commercial and industrial establishments are subject to inspection for proper operation of grease traps, interceptors, pre-treatment devices and etc. Inspection of existing devices shall be scheduled in accordance with District policy with the property owner or property agent. If the property owner or property agent refuses access, Article 4.07 of this ordinance shall apply.

4.05 Performance of Duties

The foregoing duties of the Director of Public Works may be performed by the General Manager or by a designated employee(s), as the General Manager may direct, so long as those decisions or actions that require professional engineering judgment are performed by a registered Professional Engineer.

4.06 Consolidations

Any of the foregoing offices may be consolidated, one with the other, or with other offices of the District.



4.07 Consequences of Denial of Entry or Access

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with Article 4.4, above, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 14, Billing and Collection and Article 15, Discontinuance of Service. Termination based on these sections shall be treated as a termination for refusal of access under said Article 4.

4.08 Violation

Any person found to be violating any provision of this or any Ordinance, rule or regulation of the District, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of their agents or employees done under the provisions of this or any other Ordinance, rule or regulation of the District. Upon being notified by the Inspector of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statutes or administrative code, b) Nevada Environmental Protection Division and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED

5.01 Disposal of Wastes

It shall be unlawful for any person to place, deposit, or permit to be deposited upon public or private property within the District, or in any area under the jurisdiction of the District, any human or animal excrement, garbage or other objectionable waste.

5.02 Treatment of Wastes Required

It shall be unlawful to discharge into any stream or watercourse any sawdust, pulp, oils, rubbish, filth, industrial waste or poisonous or deleterious substances which affect the health of persons, fish or livestock, or render such waters unpalatable or distasteful, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this ordinance.

5.03 Unlawful Disposal

Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of wastewater.

5.04 Occupancy Prohibited

No building, industrial facility or other structure shall be occupied until the Owner of the premises has complied with all rules and regulations of the District.



5.05 Sewer Required

The Owner of any building or structure to be inhabited by humans, situated within the District, is hereby required at his expense to connect said building directly with the public sewer of the District, in accordance with the provisions of this ordinance.

- A. **Manner of Connection and Service.** Prior to any connection to the public sewer, an approved permit for such connection shall be obtained and all fees paid in full for such connection.
- (1) A condition for obtaining a permit shall be the approval of plans and specifications for the works to be served and conformance with the District's requirement for construction of utilities for single family dwellings and small commercial projects.
 - (2) No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.
 - (3) In all buildings in which the plumbing system is too low for gravity flow to the public sewer, wastewater carried by the building drain shall be lifted by pump or other means approved by the District and discharged to the Public Sewer at the expense of the Owner.
 - (4) Buildings served by private sewer delivery systems with the lateral connection below the manhole rim of the immediate upstream manhole of the public sewer shall provide at the Owner's expense such protective devices as an approved backwater valve in the private sewer delivery system as may be necessary to protect Owner against flooding. The District shall not be responsible for any damages from flood or damages caused by flow to Owner's buildings or property regardless of whether such facilities are located below the hydraulic grade line of the Public Sewer.
- B. **Protection of Excavation.** All excavations for sewer installations shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, easements and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or other person or agency having jurisdiction.
- C. **Approval of Private Sewer Delivery System.** Prior to any service, a representative of the District shall inspect the connection to the public sewer system, and prior to covering the private sewer delivery system shall determine compliance with approved plans and District specifications before authorizing any service. Noncompliance with plans or specifications shall be corrected prior to any service by the District.

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE

6.01 **Application**

- A. Each Applicant for service shall be required to sign, on a form provided by the District, an application which will set forth:
- (1) Date and place of application.



- (2) Location of premises to be served. Size, location, the number and kinds of fixtures, the quantity and wastewater characteristics to be served.
- (3) Date Applicant will be ready for service.
- (4) Whether the premises have been heretofore provided with sewer service by the District.
- (5) Purpose for which service is requested.
- (6) Name and address to which bills are to be mailed or delivered.
- (7) Whether Applicant Signatory is record owner of the premises to be served or his authorized agent.
- (8) Rate schedule to be applied (where optional rates are in effect).
- (9) Other such information as the District may reasonably require.
- (10) Proof of approved sewer testing, as required.

B. The application or the depositing of any sum of money by the Applicant shall not require the District to render service until the expiration of such time as may be reasonably required by the District to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by the District to install the required service facilities.

6.02 Forms of Application

A property owner or his agent shall make an application for regular sewer service on the form provided for its intended use.

6.03 Undertaking of Applicant

Such application will signify the Customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular sewer service and to make payment for sewer service required.

6.04 Individual Liability for Joint Service

Two or more persons owning the same property who join in one application for service shall be jointly and separately liable for payment of bills and shall be billed by means of single periodic bills.

6.05 Change in Customer's Equipment or Operations

Before a customer makes any material change in size, or operation resulting in significant increase in volumes or wastewater characteristics, or extent of the equipment or operations for which the District's service is utilized shall immediately file with the District a new application for additional service.

6.06 Special Cases

The District will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive or special investment in facilities or whose requirements for service are of a special nature.



6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments

An application will not be honored unless payment in full has been made for sewer and other services previously rendered to the Applicant by the District, and unless all special assessments, ad valorem taxes, recreational revenue charges, and assessments on the parcel of land to be served are paid current.

6.08 Establishment of Credit

Each Applicant applying for service may be required to establish credit, which will be deemed established upon qualifying under any one of the following:

- A. Applicant owns the premises for which service is requested.
- B. Applicant makes the deposit prescribed in Article 6.09.
- C. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.
- D. Applicant has been a Customer of the District and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been posted for or disconnected for nonpayment thereof.

6.09 Re-establishment of Credit

In the event an Applicant was previously a Customer of the District and the District discontinued service during the last twelve (12) consecutive months of that prior service for nonpayment of bills, the Applicant shall be required to pay any unpaid balance due the District for the premises previously served and may be required to reestablish credit by making the deposit prescribed in Article 6.10.

6.10 Amount to Establish or Reestablish Credit

The amount of the deposit shall be at the discretion of the District and is subject to change if found to be insufficient, but will not be required to be greater than three months estimated bill.

6.11 Applicability to Unpaid Accounts

The District shall first apply all deposits, toward the satisfaction of the unpaid bill(s) of the Applicant.

6.12 Return of Deposits

Upon discontinuance of service, the District will refund the balance of the Customer's deposit in excess of unpaid bills for that service for which the deposit was made.

6.13 Connection to System Required Within 540 Days of Application

Any application that has been accepted by the District may be considered vacated if the Applicant fails to commence construction and connection to the District's sewer system within 540 days of such acceptance. The fees collected for such application shall be returned to the Applicant upon written request, and a new application and payment of fees will be required before service will be provided. No fees will be refunded after connection.



6.14 Changes in Use or Uses of Served Property

Any changes in the use or uses of properties served by regular sewer service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service, modifying a residence to accommodate more single family units than were approved or such other changes that would similarly change the character of the building. Such changes in use shall be subject to the Connection Charges, Sewer Capital Improvement Charges and Sewer Service Charges, as contained in Articles 6, 13 and 14 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be subject to the corrective measures contained in Article 15.2 of this ordinance.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

6.15 Connection Charges

The following charges are hereby established and shall be collected at the time of issuing the permit for a sewer connection. Connection fees shall be charged at the rate in effect on the day of application for a Washoe County Building Permit. Connection(s) not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Previously paid connection fees for service are non-refundable in all situations including reversion to acreage. Payment of connection fees constitutes acceptance of a new service connection application by the District.

- A. **Units Inside of District.** Sewer connection fees are based on water service size for billing purposes and shall be charged as shown in ~~Exhibit B~~ the current Schedule of Service Charges. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed used service that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).
- B. **Units Outside of District.** Persons desiring connection of property located outside the District to the sanitary sewer system of the District shall pay to the District a connection charge at the rate of one and one-half (1-½) times the charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
- C. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter sewer connection fees shall be charged equal to the fee for the upgraded meter size as described in Item A above minus the sewer connection fees for the existing water meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.
- D. **Plan Check Fee.** Any person requiring approval of plans by the District, or desiring plan checking, shall pay to the District a plan checking fee as shown in ~~Exhibit C~~ the current Fee



Schedule. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for water, sewer, trash and irrigation concurrently. A plan check fee may be changed from time to time at the discretion of the Director of Public Works.

ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED

7.01 Application

Any Owner of one or more lots or parcels, or sub-divider of a tract of land, desiring the extension of one or more mains to serve such property, and/or for any capacity enhancement of existing facilities shall make a written application therefore to the District, such application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by District, and be accompanied by a map showing the location of the proposed connection. Costs of surveys or engineering services to determine location of lines or the costs of extensions and/or capacity enhancement shall be borne by the Applicant.

7.02 Investigation

Upon receipt of an application for a main extension, the District Engineer shall make an investigation and survey of the proposed extension and/or capacity enhancement and shall report his findings to the Board, including the estimated cost thereof.

7.03 Ruling

The Board shall thereupon consider the application for main extension and the report thereon and after such consideration reject or approve it.

7.04 District Lines

All sewer main extensions and/or capacity enhancement shall be in accordance with the Incline Village General Improvement District Sewer Regulations Ordinance, and shall be and remain the property of the District.

7.05 District Extension

The District will direct all main extensions and/or capacity enhancement authorized by it.

7.06 Determination

The cost of such extension shall be borne by the Applicant, subject to the refund agreement provided in Article 7.7, following, unless the Board determines it is in the best interest of the District to advance such costs.

7.07 Refund Agreement

In the event that the Applicant is required to bear the cost of the main extension, the District shall require any record owner who subsequently applies for a permit to connect to said main extension during the first ten (10) years of its existence to pay his pro rata share of the costs of its construction, as determined by the District Engineer. The amount so advanced to the District by the above-referenced record owner shall be paid by the District to the original applicant.



7.08 Extension by Customer

In special cases where extension of the District's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the District, Customer may lay service pipe, at his own expense, from point of use to point of connection where a tap can be made directly to the District's then existing main.

7.09 Point of Connection

In such cases, the District shall be obligated to provide service at the point of connection to its collection lines only, and Customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and all components to make the connection and the flow therein.

7.10 Additional Components Required

If additional components, including but not limited to a sewer pump, should be required in Customer's service line to provide adequate Customer service, beyond that normally provided by the District at point of connection of Customer's service line to the District's main, Customer shall provide, operate, maintain and replace such components, all at his own expense.

7.11 No Obligation by District

The District shall at no time in the future be required to lay additional public sewer beyond the original point of delivery to provide service to said Customer or others supplied through said Customer's service.

7.12 All Costs to be Borne by Customer

Original Customer shall pay all charges for service provided through his service connection, at the point of connection to the public sewer.

ARTICLE 8 - PUBLIC SEWER

8.01 Extensions

The District shall make extensions along streets, alleys, lanes, roads, common areas, and easements cut by established grades, and/or make alterations in its existing facilities in accordance with these rules and regulations, provided such extensions are located within the service area of the Incline Village General Improvement District.

- A. Extensions of collection lines and appurtenances to provide service to an Applicant will be made at Applicant's expense.
- B. The cost of the extension and appurtenances will be based on the size of collection lines consistent with the service requirement specified by the District.
- C. The size, type, quality of materials, and their location will be specified by the District. Construction will be by the District or other authorized agency or contractor.
- D. All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Applicant. The Owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.



- E. Extensions and/or capacity upgrade financed by the Applicant shall be prorated to the number of possible users along the extension, and when any connection is made for which an advance has been made by an Applicant, then that portion used by another shall be refunded to the Applicant making the advance.
- F. Refunds shall not be made to any Applicant exceeding the amount of the original advance. Upon termination of a ten (10) year period, any balance remaining of the advance shall become the property of the District.
- G. All main extensions will become the property of the District immediately upon completion of construction and verification by the District of compliance with all rules, regulations and specifications required by the District and be operated and maintained by the District at its own expense.
- H. Acceptance criteria shall include, but not be limited to the following:
 - (1) Submittal to the District of a written application by record owner, or duly authorized agent acting on behalf of the owner, requesting a main line extension. This application shall contain the legal property description, Assessor's Parcel Number, map or plan showing proposed extension and connection, easements or rights of way to be granted or procured,
 - (2) Completion of the form established for the purpose intended for the extension of main lines,
 - (3) Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,
 - (4) Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,
 - (5) Completion of all required testing to the satisfaction of the District, and
 - (6) Completion of all appropriate legal documentation incidental to the transfer of ownership to the District;
- I. All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.
- J. District approval shall be based on compliance with all District ordinance rules, regulations and policies.
- K. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS

9.01 Permit Required

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer, building drain or building sewer; and appurtenances thereto or perform any work on any lateral or building sewer without first obtaining a written permit from the District. Any new



construction, addition, remodel or demolition requiring issuance of a Washoe County building permit shall require written approval and final acceptance by a District Inspector.

9.02 Construction Requirements

Construction of building sewers and private sewer delivery systems shall be in accordance with the requirements hereof.

9.03 Size and Slope

Size and slope shall be in conformance with the District specifications and the currently adopted version of the Uniform Plumbing Code sections.

9.04 Separate Sewers

No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.

9.05 Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found to meet all requirements of the District. The Inspector must approve their use.

9.06 Cleanouts

Cleanouts shall be provided and maintained in the building sewer at a location three feet outside the foundation wall of the building. They shall also be provided and maintained at any change of direction of 90° or aggregate thereof, and where the building sewer crosses the property line. All cleanouts shall be maintained water tight, with a plug enclosure constructed entirely of plastic or nylon, no makeup of this plug shall be constructed of metal materials. The cleanout shall be covered by a concrete box with a steel lid marked sewer set to finished grade. Additional cleanouts may be required at the discretion of the District.

9.07 Individual Sewage Pump Stations

In all buildings in which the plumbing system is too low to permit gravity flow to the public sewer, domestic wastewater carried by the building sewer shall be lifted by artificial means, approved by the Inspector, and discharged to the Public Sewer at the expense of the owner. A ball check or other backwater device shall be installed and maintained by the customer in building sewers serving fixtures at a lower elevation than the overflow of the sewer to which it discharges. The District reserves the right to have sewer pump stations inspected and tested when deemed by the Director of Public Works to be a potential hazard to public health or the environment. The District shall determine the inspection and testing frequency.

9.08 Service Connections

- A. The District will authorize Customer to extend and connect Customer's private sewer disposal system to the District's main or wye branch at Customer's expense.



- B. Building sewer connection to private sewer disposal system shall be made in accordance with IVGID requirements to construct water and sewer and private communal utility systems.
- C. Building sewers shall not be constructed prior to District verification of existing connection to public sewer.
- D. The costs incurred for the construction of the above connection shall be the responsibility of the record owner requesting such and the connection shall be at the location specified by the District.
- E. All water and sewer testing is required to comply with Federal, State and local regulations, laws or ordinances and shall be at the expense of the Applicant.
- F. When in the opinion of the Director of Public Works there is danger of sewer backup from the public sewer, similar backwater devices must be installed and maintained at the owner's expense.

9.09 Backflow Prevention Devices

The District may refuse or discontinue service to any premises where a cross-connection to a source of water supply exists. Until a backflow prevention device is installed in compliance with provisions of Ordinance Number 4, Article 16, the District shall not be required to begin or continue service.

9.10 Maintenance

The District will not be responsible for the installation and maintenance of the sewer or waste lines beyond the point of connection of the private sewer delivery system to the public sewer (reference Article 9.11, below). It shall be the owner's and/or customer's responsibility to verify that fixtures and piping conform to the requirements of all State, County or Municipal ordinances, laws and regulations and be properly maintained.

9.11 Connection to Public Sewer

- A. **Connection point.** The connection of the Building Sewer and private sewer delivery system into the Public Sewer shall be made at a point where the Building Sewer intersects the property line if such Building Sewer is at a location acceptable to the District. All building sewers, in service or abandoned, are the responsibility of the property owner up to the point where the building sewer meets the main in any street or easement, including the connection point and all components. Abandoned sewer laterals shall be capped or removed so that they are no longer hydraulically connected to the sewer main.
- B. **Location:** The location of all sewer connection points shall be approved by the District.
- C. **Installation Standards:** The connection to Public Sewer shall be installed in accordance with all rules, regulations and standards of the District's Requirements to Construct Sewer and Water Service Lines.
- D. **Connection Point:** All building sewers are the responsibility of the property owner to the connection at the main sewer in any public way or easement, including all components to make the connection.

9.12 Protection of Excavation



All excavations for sewer installations shall be adequately guarded with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or any other person having jurisdiction thereunder.

9.13 Maintenance of Building Sewer

- A. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.
- B. It is unlawful for any record owner of a house, building or property connected to a public sewer to maintain the private sewer delivery system or building sewer in a condition that is incapable of passing a test as specified in Section 9.14. Sewers are to be maintained free of defects that could potentially result in reduction of flow capacity, increase potential of overflows, or allow the infiltration of ground and/or surface waters into the sewer.
- C. All private sewer delivery systems and building sewers, including lines serving residential, multiple residential and commercial connected to a public sewer shall be cleaned and tested as specified in Section 9.14 prior to completion of the following events:
 - (1) Remodel or addition to a house, building or property served.
 - (2) Installation or deletion of additional plumbing fixtures, building or property served.
 - (3) Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
 - (4) Repair or replacement of all or part of the building sewer or private sewer delivery system.
 - (5) Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.
- D. The record owner of any house, building or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in accordance with District policy for the inspection of the testing and cleaning. If conducted without such notice it shall not satisfy the requirements of this section. The Customer shall be liable for damages if lateral cleaning causes a sewage backup downstream as a result of materials dislodged by the cleaning operation. An inspector of the District shall be required to be on-site
- E. The Director of Public Works shall have the authority to waive the cleaning and testing requirements if testing was performed within a prior ten year period and the Director of Public Works determines that such testing is not necessary.
- F. In the event that cleaning, testing, repair or replacement is required at a time when weather conditions or excavation restrictions prohibit such repairs, the Director of Public Works may defer completion of the requirements until such date as agreed upon between the record owner and the District. If the test is deferred, the record owner shall post a performance bond with the District in an amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the building sewer or private sewer delivery system. In such an event, the testing requirements shall be completed by June 15 of the following year.
- G. If the property is being sold and weather conditions or excavation restrictions prohibit testing, the record owner shall escrow funds in the amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the private sewer delivery system. Funds held in escrow will not be released without written notice by the District to the title company holding such funds. If the testing requirements are not completed by the time set by



the ordinance, the funds held in escrow shall be released to the District. The funds shall be used by the District for physical disconnection, testing, repair or replacement of the private sewer delivery system. Should such costs exceed the amount held in escrow, the difference shall be billed to the record owner.

- H. In the event a private sewer delivery system or building sewer does not meet the standards set forth in Article 9.11, Subsection D and Article 9.14, the record owner shall complete corrective work and testing shall be performed within thirty days from the date of the original test.
- I. A State of Nevada licensed contractor shall be responsible for the performance of all work connected with the cleaning and testing of private sewer delivery systems. If the record owner chooses to perform the cleaning and testing, he may do so by obtaining authorization from the District and by posting a bond in the amount specified in ~~Exhibit C~~ the current Fee Schedule. Contractors and owners must post a certificate of insurance with the District showing property damage and public liability in an amount satisfactory to the District.

9.14 Testing

Testing shall be conducted in accordance with the most current adopted edition of the Uniform Plumbing Code, Washoe County ORANGE BOOK, and/or the District's "Requirements to Construct Water and Sewer". ~~IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS and IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER SERVICE LINES.~~ In the case of conflicting requirements, the District requirements shall prevail.

9.15 Modification of Time-Frame

Modifications of the time-frames in Article 9.13 shall be at the discretion of the Director of Public Works.

ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

10.01 Permit Required

No person shall construct, extend or connect to any Public Sewer without first obtaining a written permit from the District and paying all fees and connection charges and furnishing bonds as required. The provision of this section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District except as provided in this ordinance.

10.02 Plans, Profiles and Specifications Required

The application for a permit for Public Sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District, prepared by a Registered Nevada Civil Engineer, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.



10.03 Easements or Rights-of Way

- A. In the event that an easement is required for the extension of the Public Sewer or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance, and all costs of removing, repairing or replacing land surfaces, paving, landscaping or other occupancies shall be charged to the property record owner.
- B. In order to preserve the health, safety and welfare of the residents of the District, and in order to comply with the Environmental Protection Agency's Safe Drinking Water Act/Surface Water Treatment Rule and the Clean Water Act and the intents and specifications thereof, the District requires and shall be allowed open and continuous access by its personnel over, across, through, and under all easement locations for normal and emergency operation of the District-wide infrastructure.
- C. Types of obstructions restricted within easement areas include:
 - (1) Residential site improvements, such as landscaping, lawn, flower beds, gardens, irrigation systems, outbuildings, secondary residences, fences, walls, gazebos, paving, and other site improvements and ancillary improvements associated therewith.
 - (2) Primary residence, multi-family, commercial, industrial, public, special use buildings and lands and such ancillary improvements associated therewith, such as decks, carports, pools, gazebos, spas, parking and paved accesses, carports and garages, fences and detached outbuildings.
- D. All natural and constructed obstructions in aforementioned rights of way shall be subject to the provisions set forth herein.
- E. All new construction remodeling, restoration and further development on any parcel shall incorporate the provisions as set forth herein.

10.04 Mitigation of Encroachments onto Easements and Rights of Way

The District may accommodate, by means of direct negotiations leading to the execution of an encroachment agreement, extenuating circumstances where conditions of clear necessity or historical occupation or use are present. Absent explicit language to the contrary, by entering into any encroachment agreement, the District does not surrender a claim to title nor control of operations; furthermore, absent explicit language in the encroachment agreement to the contrary, the District shall not incur any additional cost by reason of existing or constructed privately owned improvements.

10.05 Persons Authorized to Perform Work

Only properly licensed contractors shall be authorized to perform the work of Public Sewer construction within the District. The District will not accept dedication of any public sewer construction, or portions thereof, unless the construction has been performed by the holder of a Class A contractor's license issued by the Nevada State Contractor's Board. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the Contractor. The requirements of this section shall apply to building sewers and private sewer delivery systems installed concurrently with Public Sewer construction.



10.06 Grade Stakes

Grade and line stakes shall be set by a licensed State of Nevada Land Surveyor prior to the start of work on any Public Sewer construction. The Contractor shall be responsible for accurately transferring grades to grade bars and sewer invert.

10.07 Compliance with Local Regulations

Any person constructing a Sewer within a street shall comply with all State, County or city laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, back filling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

10.08 Protection of Excavation

The Applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a Sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the Sewer. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and the County or any other person or entity having jurisdiction thereunder.

10.09 Design and Construction Standard

- A. Minimum standards for the design and construction of Sewers within the District shall be in accordance with the District's "Requirements to Construct Water and Sewer"~~IVGID's SPECIFICATION TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS~~ and ~~o~~Ordinance rules and policies heretofore or hereafter as amended by the District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
- B. Record, "as-built" drawings showing the actual location of all mains, structures, wyes and building sewers or private sewer delivery systems shall be filed with the District before final acceptance of the work.

10.10 Completion of Sewer Required

Before any acceptance of any sewer line by the District and prior to the admission of any wastewater into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the most recently adopted edition of the Uniform Plumbing Code, Washoe County Orange Book, and/or the District's IVGID "Requirements to Construct Water and Sewer"~~and Private Communal Utility Systems, IVGID Requirements to Construct Water and Sewer Service Lines, the Specifications for Sewer Construction,~~ and to the satisfaction of the District Engineer.

ARTICLE 11 - USE OF PUBLIC SEWERS

11.01 Drainage into Sanitary Sewers Prohibited

No leaders from roofs, no surface drains for rainwater, or no underdrains for foundations or paved surfaces shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water, groundwater or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.



11.02 Combined Sewers

No combined sewer or storm sewer shall be connected to the District's treatment works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Director of Public Works.

11.03 Required Use of Grease Traps, Interceptors and Separators of Grease Traps and Interceptors

~~All waste discharged from commercial establishments which may generate grease shall install and maintain a grease interceptor. Sizing specifications for grease traps and interceptors shall be according to the Uniform Plumbing Code. The design, operation and sizing of all grease traps and interceptors shall be performed by a licensed engineer and approved by the District.~~

~~Grease interceptors, interceptors and separators shall be required when and where necessary for the removal of grease, oil, sand, garbage, flammable wastes or other waste components not typically present in wastewater. No such device shall be required for residential service. Grease interceptors, interceptors and separators and sampling pits shall be constructed to prevent any bypass of matter prohibited in the wastewater system.~~

~~**A. Capacity:** Grease ~~traps~~ interceptors, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Grease ~~traps~~ interceptors, interceptors and sand/oil separators shall be a minimum capacity as specified in the Uniform Plumbing Code and shall meet the District's "Requirements for Construction of Water and Sewer."~~

~~**B. Grease Interceptors.** Grease interceptors shall be installed for establishments where food is prepared or other establishments where grease is introduced into the drainage or sewage system in quantities that can effect sewer mains, effect wastewater treatment or have other negative impacts on the sewer system. Grease interceptor Plan Requirements: Plans submitted to the Washoe County Building Department for permitting grease interceptors shall include the following:~~

- ~~(1) The design, operation and sizing of all interceptors shall be performed by a licensed engineer using the formula from the most recent District-adopted UPC, as specified in Appendix H, Section H 901.0.~~
- ~~(2) No food waste disposal unit or dishwasher shall be connected to or discharge into any interceptor unless specifically designed for this function.~~
- ~~(3) Hydromechanical grease interceptors are not permitted.~~

~~(1) Grease, oil, and sand interceptors shall be provided when and where necessary for the removal of grease, oil, sand or other waste components not present in normal residential wastewater. No such device shall be required for residential service. Grease traps and interceptors shall be cleaned regularly to ensure proper operation.~~

~~**B.C. Service Log:** The owner or operator of the establishment or business conducted on the premises where the grease trap or interceptor and/or sand/oil separators are located shall maintain a log describing the date and type of all service and maintenance performed in connection with the grease trap or interceptor and/or sand/oil separator, the identity of the person who performed the service or maintenance, the amount of residue removed from the grease trap or interceptor and/or sand/oil separator on each date, the method of disposal of the residue, and copies of the receipts for service. The log entries shall be maintained for twelve months, along with photocopies of receipts for service, and shall be made available for inspection and copying by the District representative. The schedule for service and maintenance of a grease trap or interceptor and/or sand/oil separator shall be subject to~~



approval by the District.

C.D. Prohibitions: The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor is prohibited.

D.E. Inspections: The District may determine frequency of inspections. If upon inspection, it is determined that the prescribed maintenance/cleaning has not been performed, a District representative shall be scheduled in advance by the owner/agent to inspect the subsequent maintenance/cleaning. Inspections may be billed in accordance with ~~Exhibit C~~ the current Fee Schedule.

11.04 Limitations on the Use of Garbage Grinders

Waste from garbage grinders shall not be discharged into District wastewater facilities except when the wastes are generated in preparation of food normally consumed on the premises and the grinders shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the wastewater facilities, and to a size not to exceed one-half inch in any dimension. Garbage grinders shall not be used for grinding plastic, paper products, inert materials or garden refuse. No garbage grinders shall discharge into a grease trap.

11.05 Maintenance of Pretreatment Facilities

All devices shall be so located as to be readily and easily accessible for cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the Owner, at their expense, in continuously efficient operation at all times. Any maintenance costs incurred by the District to remove grease, sand, oil, or other non-approved waste from mains may be billed to the Owner.

11.06 Preliminary Treatment of Wastes

The admission into the public sewers of any waste containing any quantity of substance having characteristics described in Articles 11.08 and 11.09 hereof, shall be subject to special rates and such conditions as public sewer system requires to treat and dispose of the special waste discharge. Where necessary, this may include increase in rate from that for normal residential waste, or such treatment as necessary prior to discharge into the sewer system and the complete exclusion of certain wastes inimical to the treatment process.

A. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District and no construction of such facilities shall be commenced until said approvals are obtained in writing.

11.07 Measurements and Tests

All measurements, tests and analysis of the characteristics of wastes shall conform to accepted practice, and be performed according to Standard Methods for Wastewater Examination. An acceptable sampling point, apparatus, and control manhole may be required to determine waste characteristics. All tests and sampling shall be at the expense of the Applicant. The manhole, if required, shall be installed by the Owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. In the event that no special manhole is required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

11.08 Types of Wastes Prohibited



Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- B. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- C. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with proper operation of the treatment works.
- D. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.
- E. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the wastewater treatment plant.
- F. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.
- G. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- H. Any septic tank sludge.
- I. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolytic process).

11.09 Limitations on Wastewater Strength

No person shall discharge wastewater containing constituents in excess of:



PARAMETER	MAXIMUM
5-Day biochemical oxygen demand	200 mg/l
Total suspended solids	350 mg/l
Volume of flow	2% of District flow
Temperature	150°f
Fats, oils, grease	100 mg/l
Wastewater pH	Between 5.5 - 9.0

PESTICIDES/HERBICIDES	MAXIMUM
Total chlorinated hydrocarbons	0.0050 mg/l
Chlordane	“
Lindane	“
Heptachlor	“
Methoxychlor	”
2-4D	“
2-4-5T	“
Parathion	0.0016 mg/l
Malathion	0.0040 mg/l
Guthion	“

CONSTITUENT	MAXIMUM
Arsenic	4.00 mg/l
Barium	2.00 mg/l
Boron	1.0 mg/l
Cadmium	0.01 mg/l
Chromium	0.50 mg/l
Copper	0.50 mg/l
Cyanide	0.23 mg/l
Iron	25.00 mg/l
Lead	0.30 mg/l
Manganese	0.70 mg/l
Mercury	0.01 mg/l
Nickel	1.80 mg/l
Selenium	0.04 mg/l
Silver	0.05 mg/l
Sulfate	240.00 mg/l
Zinc	1.00 mg/l
Phenol	0.05 mg/l
Alkali	430.00 mg/l
Chloride	110.00 mg/l
Fluoride	4.00 mg/l

11.10 Swimming Pools

It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in the manner specified herein. If the water is discharged by pumping, the rate of flow shall not exceed a discharge flow rate approved by the District. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved air gap to preclude any possibility of a backflow of wastewater into the swimming pool or piping system. No discharge of the contents of a swimming pool into a sanitary sewer shall be made until a permit therefore has been obtained from the District. Such discharge shall be made only at the time and in the manner specified by the District or its authorized representatives and subject to the rules and/or regulations of the District on a case by case basis.

11.11 Limitations on Point of Discharge

No person shall discharge any substances directly into a manhole or other opening in a community sewer other than through an approved building sewer unless he has been issued a permit by the Director of Public Works. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Director of Public Works.

11.12 Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments

No person shall discharge to the public sewer by means of sewer line cleaning equipment as a scheduled maintenance operation or under emergency conditions without first contacting the District Utilities Department. In all cases a means of extracting solid material from the District mains at a manhole shall be required. Acceptable means of extraction shall be by trapping, vacuum equipment or other appropriate means, as approved by the District Engineer. Notification shall be provided in accordance with District policy, of any cleaning activity for an onsite inspection by the District.

ARTICLE 12 - PERMITS AND FEES



12.01 Permit Required

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenances or perform any work on any building sewer without first obtaining a written permit from the District.

12.02 Application for Permit

- A. Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Washoe County Building Department for that purpose. He shall give a description of the character of work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Inspector may require plans, specifications or drawings and such other information as he may deem necessary.
- B. If the District determines that the plans, specifications, drawings, description or information furnished by the Applicant is in compliance with the ordinances, rules and regulations of the District, the Washoe County Building Department shall issue the permit applied for upon payment in full of the required fees to the District as hereinafter fixed.

12.03 Compliance with Permit

After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the sewer, the grade, materials or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the District, the Inspector or other authorized representative of the District.

12.04 Agreement

The Applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the District, and with the plans and specifications he has filed with his application, if any, together with such corrections or modifications as may be made or permitted by the District, if any. Such agreement shall be binding upon the Applicant and may be altered only by the District upon the written request for the alteration from the Applicant.

12.05 All Work to be Inspected

All sewer construction work, building sewers, plumbing and drainage systems shall be inspected by an Inspector acting for the District to insure compliance with all requirements of the District. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the District's public sewer until the work covered by the permit has been completed, inspected and approved by the Inspector. If the test proves satisfactory, and all construction work is in compliance with all applicable rules and regulations of the District, and the sewer has been cleaned of all debris accumulated from construction operations, the Inspector shall issue a certificate of satisfactory completion.

12.06 Notification

It shall be the duty of the person doing the work authorized by permit to notify the office of the District, in writing, that said work is ready for inspection. Such notification shall be given in accordance with District policy before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.



12.07 Correction of Work

When any work has been inspected and the requirements are not met, the District shall deliver a written correction notice to that effect to the record owner of the premises or his authorized agent, instructing the record owner to repair the sewer or other work authorized by the permit in accordance with the ordinances, rules and regulations of the District.

12.08 All Costs Paid by Owner

All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Owner and shall be in addition to all fees and service charges provided for in the Sewer Ordinance of the District. The Owner shall indemnify the District against any loss or damage that may directly or indirectly be occasioned by the work.

12.09 Outside Sewers

Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District unless a permit therefore is obtained. The Applicant or other person recognized by the District shall first enter into a contract, in writing, whereby he shall bind himself, his heirs, successors and assigns to abide by all ordinances, rules and regulations in regard to the manner in which such sewer shall be used, the manner of connecting therewith, and the plumbing and drainage in connection therewith and also shall agree to pay all fees required for securing the permit and monthly fee in the amount set by the District for the privilege of using such sewer.

12.10 Permit Optional

The granting of such permission for an outside sewer in any event shall be at the sole discretion of the Board.

12.11 Special Outside Agreements

Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the Applicant and the District.

12.12 Street Excavation Permit

A separate permit must be secured from, the County, or the State, or any other person having jurisdiction thereunder by the Owners or Contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

12.13 Liability

The District and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising from the performance of any work by any such Applicant. The Applicant shall be answerable for, and shall save the District and its officers, agents and employees harmless from, any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision. As between the Applicant and the District, Applicant shall be solely liable for any defects in the performance of his work or work performed on his behalf or any failure which may develop therewith.



12.14 Final Inspection

Final inspection shall be performed and shall constitute the completion of the permitted project in accordance with District Ordinances, rules, regulations and policies.

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge

A sewer capital improvement charge shall be billed to each residential, industrial and commercial sewer service as shown in ~~Exhibit A~~ the current Schedule of Service Charges.

13.02 Sewer System Repair Fund

The capital improvement charge represents each customer's contribution to the overall capital improvement of the total sewer utility infrastructure for replacement and upgrade. Annually, the long term capital improvement costs are adjusted in the Capital Improvement Plan to meet the needed utility replacements and upgrades. The capital improvement charge may be adjusted annually, by the Board of Trustees during the review and approval of the annual Capital Improvement Plan and Annual Budget.

13.03 Unimproved Parcels

Retroactive Sewer Capital Improvement Charge will also apply to undeveloped parcels. The charge shall be due when an application for connection to the system of the District is made. The total retroactive Capital Improvement Charge is shown in ~~Exhibit B~~ the current Schedule of Service Charges and shall not increase monthly. Larger services will be adjusted higher by the capacity ratio. After the date of sewer connection approval, Capital Improvement Charges shall be billed to the Customer in their normal billing cycle.

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing

The regular billing period will be at the discretion of the District.

14.02 New Connections

Upon connection to the District's water distribution system, the applicable sewer service charges shall begin on the first day of the next billing period following installation of the water meter.

14.03 Disconnection

When requested by Customer, sewer service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Article 15 of this Ordinance.

14.04 Transfer of Ownership

Services are not discontinued upon transfer of ownership. District will not prorate charges on account upon transfer of ownership. Upon notification of pending sale or transfer of a property, District will obtain final water meter consumption reading on the date specified by the title company. If notification is not received from the title company for a final read the current property owner is liable for the previous charges on the account.



14.05 Person Responsible for Payment

All charges, fees and amounts due and payable shall be billed to the owner of the premises, whether or not the owner is also the occupant. For the purposes of the Ordinance, determination of lot or parcel ownership shall be based upon the latest records of the Assessor's Office of Washoe County.

14.06 Billing Time

Bills for sewer service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for customer consumption are billed in arrears.

14.07 Penalties

All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle will become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances first, including penalties.

14.08 Represents Lien on Property

Until paid, all rates, tolls and charges provided in this ordinance constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

14.09 Collection by Suit

As an alternative to any of the other procedures herein provided, District may bring an action against the person or persons who occupied or owned the premises when the service was rendered for the collection of the amount of the delinquent rate and all penalties and costs of collection including a reasonable attorney's fee.

14.10 Collection with Utility Charges of District

Where the person charged is a user of another utility owned and operated by the District, or through a franchise agreement, the charges may be collected together with and not separately from the charges for the other utility service(s) rendered by it. They may be billed upon the same bill and collected as one item at the discretion of the District.

14.11 Discontinuance of Service upon Delinquency

Upon delinquency, the other utility service shall be discontinued until full payment of the dual charges and penalties thereon and the charges for reinstatement of service. Full charges will apply during the period of "Discontinuance of Service upon Delinquency."

14.12 Checks and Electronic Funds Transfers (EFT) not Honored by Bank

Checks and electronic funds transfers presented in payment of bills which are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in [Exhibit C the current Fee Schedule](#) will be levied by the District, plus any additional charges levied by the bank. Redemption of returned checks may be required to be by cash or equivalent. The customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the



District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

14.13 Service Charges

Any user of the District's sewage facilities shall pay to the District a sewer service charge in accordance with the schedule attached as ~~Exhibit A~~ the current Schedule of Service Charges. Monthly sewer charges shall begin as determined by the Director of Public Works. The Board of Trustees shall set the sewer service charges when approving the annual Capital Improvement Plan and Operating Budget.

14.14 Outside Users

Charges applicable to users outside the District when authorized to discharge sewage into District sewers shall be in an amount determined by the agreement between the District and the Outside User.

14.15 Multi-Unit Residential Accounts

The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential service plus the administrative customer service account charge plus the variable charges in accordance with ~~Exhibit A~~ the current Schedule of Service Charges. Mixed used service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

14.16 Call-Out Service Charges

A customer requesting District assistance with owner-related sewer issues (i.e., blockage or backup on owner's sewer service line, sewer line tracing, etc.) may be charged for actual costs and labor and/or in accordance with ~~Exhibit C~~ the current Fee Schedule. The District has the right to correct and repair owner related issues that puts public health and safety in imminent danger.

14.17 Disputed Bills

- (1) In the case of a dispute between a Customer and the District as to the correct amount of any bill rendered by the District for sewer service furnished to the Customer, the Customer will deposit with the District the amount claimed by the District to be due.
- (2) **Failure to Make Deposit.** Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the District that such deposit be made or service may be discontinued, shall warrant the District in discontinuing the service to the Customer without further notice.
- (3) **Resolution of Dispute.** In the event of dispute between the Customer and the District respecting any bill, charge or service, the District shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the District or the Customer may make application to the Board of Trustees for adjustment of the complaint, and the District shall notify the Customer in writing or otherwise that he has the privilege of appeal to the Board.

Any such appeal shall be made in writing within thirty (30) days of the District's written denial of relief, shall be signed by Customer or his duly designated agent, stating the reason for the dispute, and shall be addressed to the Director of Public Works. Said thirty



(30) day period shall commence to run on the date that the written notice of denial of relief is mailed to Customer.

14.18 Policy for Appeal for Relief from Excessive Sewer Charges

- A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.
- B. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to ~~75% of~~ the sewer consumption caused by the leak that exceeds the ~~annual~~seasonal ~~monthly~~ average or a minimum of 3000 gallons, whichever is larger. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the adjusted billing period(s) will be included, where relief is given will be excluded. This is the usage that is used to cap the residential customer's summer sewer rate.
- C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
- D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two consecutive months' of consumption.
- E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.
- F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets or other issues that drain into the sewer system.
- G. Excess water use or leaks resulting from accidental water use, the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.



ARTICLE 15 - DISCONTINUANCE OF SERVICE

15.01 Customer's Request for Discontinuance of Service

A Customer's water and sewer service shall only be discontinued under a Washoe County demolition permit. All water and sewer charges will be discontinued when the conditions of the demolition permit have been met for discontinuation of service up to and including the removal of the water meter and the capping of the sewer line.

15.02 Customers Request for Shut Off and Turn On of Service

A Customer may have their water service shut off by giving not less than five (5) days advanced notice in writing to the District. There will be no reduction in the monthly water or sewer charges during the shut off of service. The shut off and turn on will be charged a total of one (1) service call if the water meter is accessible and the work is performed during business hours. If the shut off and turn on is requested after business hours, then the Customer will be charged the service call rate in ~~Exhibit C~~ the current Fee Schedule for the shut off and turn on each. If the water meter is inaccessible, the Customer will be billed additional labor and equipment charges for making the meter accessible for shut off and turn on.

15.03 For Nonpayment of Bills

A Customer's service may be discontinued for non-payment of a bill for service furnished if the account becomes delinquent, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-payment, full monthly charges will apply. Written notice postings may be billed a posting service charge, in accordance with ~~Exhibit C~~ the current Fee Schedule.

Premises to which charges have become delinquent may be disconnected, and in the instance of sewer charges only being delinquent, water service may be disconnected. If sewer service is disconnected, charges for costs, labor and materials of discontinuing and resuming service as determined by the Director of Public Works.

15.04 Liability for Bills

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court or competent jurisdiction for the amount thereof.

15.05 For Noncompliance with Rules

The District may discontinue service to any Customer for violation of these rules after it has given the Customer at least five (5) days written notice of such intention.

15.06 For Infiltration or Illegal Connections

Where negligence, infiltration, illegal connection or discharge of harmful wastes into the collection system, on or from a Customer's premises, occurs, the District may make such corrections as may be indicated at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.



15.07 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers

If any unsafe or hazardous condition is found to exist on the Customer's premises, or if the sewage or waste there-from, by apparatus or illegal or prohibited connections, apparatus, equipment or otherwise, is found to be detrimental or damaging to the District or its Customers, or where safety of water supply is endangered, or discharge to the sewer is dangerous to public safety, the service may be discontinued without notice. The District will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored. Corrective action will be required to occur within a time frame set forth by the District.

15.08 For Fraudulent Use of Service

When the District has discovered that a Customer has obtained service by fraudulent means, or has altered the sewer service for unauthorized use, the service to that Customer may be discontinued without notice. The District will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost of the District incurred by reason of the fraudulent use.

15.09 Restoration of Service

- A. **During Regular Business Hours.** The District will endeavor to restore service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to make the reconnection on the next business day following the day the request is made.
- B. **Other Than Regular Business Hours.** When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

15.10 Refusal to Serve

- A. **Conditions for Refusal.** The District may refuse an Applicant for service under the following conditions:
 - (1) If the Applicant for service is not within the boundaries of the Incline Village General Improvement District.
 - (2) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
 - (3) If the Applicant fails to comply with any of the rules as approved by the Board of Trustees.
 - (4) If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.
 - (5) Where service has been discontinued for fraudulent use, the District will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.
 - (6) When the collection system or treatment facilities do not have capacity or the capability to receive and treat liquid waste without contamination of Lake Tahoe, or in violation of



Federal, State and/or local government requirements.

- B.** Notification to Customers. When an Applicant is refused service under the provisions of this rule, the District will notify the Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal the District's decision to the Board of Trustees.



EXHIBIT A
Schedule of Sewer Service Charges

Monthly sewer charges are the summation of the following components:

1. Fixed Charge = \$18.30 X CAF ⁽¹⁾ X number of units.
2. Administrative / Customer Service Account Charge = \$3.76 per account.
3. Capital Improvement Charge = \$30.70 X CAF ⁽¹⁾ X number of units.
4. Variable Cost ⁽²⁾ = \$3.10 per 1,000 gallons of water use.[billed as sewer use charges]

⁽¹⁾ Capacity Adjustment Factor:

This Exhibit A shall be removed in its entirety and replaced with a separate Schedule of Service Charges.

Service Size for Billing Purposes	CAF
All Residential Customers	1.0
3/4"	1.0
1"	1.07
1 1/2"	1.33
2"	5.33
2 1/2"	10.00
4"	16.67
6"	23.33
8"	53.33
10"	76.65

⁽²⁾ Residential Variable Cost:

Variable sewer costs for residential customers are based on monthly water use (see #4, above) 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.

Typical monthly single-family residential sewer service charges with no metered water use:

CHARGE	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Base rate (#1)	\$14.85	\$15.20	\$15.81	\$16.52	\$17.55	\$18.30
Capital rate (#3)	23.80	27.68	28.79	29.86	\$30.25	\$30.70
Administrative fee (#2)	3.20	3.25	3.35	3.45	\$3.65	\$3.76
Total Sewer:	\$41.85	\$46.13	\$47.95	\$49.83	\$51.45	\$52.76



EXHIBIT B

Schedule of Sewer Connection Charges
According to Water Meter Service Size

This Exhibit B shall be removed in its entirety and replaced with a separate Schedule of Service Charges.

Water Service Size for Billing Purposes	Sewer Connection Charge	Sewer Retroactive Capital Improvement Charge	Sewer Charge Total
3/4 inch	\$3,080	\$850	\$3,930
1 inch	\$5,140	\$3,090	\$8,230
1 1/2 inch	\$7,240	\$6,140	\$13,380
2 inch	\$16,400	\$9,850	\$26,250
3 inch	\$30,770	\$18,490	\$49,260
4 inch	\$51,290	\$30,810	\$82,100
6 inch	\$102,540	\$61,590	\$164,130
8 inch	\$164,070	\$98,550	\$262,620
10 inch	\$235,810	\$141,650	\$377,460



EXHIBIT C
Miscellaneous Fee Schedule

Plan Check Fee	\$85.00/hour
Inspections	\$85.00/hour
Service Calls	\$40.00 per half hour (half hour minimum) with equipment
Sewage Drop-off at Treatment Plant	\$50.00/1,000 gallons
Administrative charge for check or fund transfer not honored by bank	\$25.00/each
Posting Service Charge	\$20.00/each

This Exhibit C shall be removed in its entirety and replaced with a separate Fee Schedule.



ORDINANCE NO. 4

WATER ORDINANCE

**AN ORDINANCE ESTABLISHING RATES, RULES
AND REGULATIONS FOR WATER SERVICE BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As Proposed for Adoption on April 10, 2019



TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS	7
1.01 Short Title	7
1.02 Enabling Statutes	7
1.03 Words and Phrases	7
1.04 Water System	7
1.05 Separability	7
1.06 Pressure Conditions	7
1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs	7
1.08 Tampering With District Property	7
1.09 Posting	8
1.10 Relief on Application	8
1.11 Relief on Own Motion	8
1.12 Penalty for Violation	8
1.13 Ruling Final	8
 ARTICLE 2 - DEFINITIONS	 8
2.01 Additional Definitions	8
2.02 Administrative / Customer Service Account Charge	8
2.03 Agent	9
2.04 Applicant	9
2.05 Application	9
2.06 Auxiliary Water Supply	9
2.07 Average Month	9
2.08 AWWA	9
2.09 Billing Period	9
2.10 Board	9
2.11 Building	9
2.12 Capacity Adjustment Factor	9
2.13 Capital Improvement Charge	10
2.14 Contractor	10
2.15 County	10
2.16 Cross-Connection	10
2.17 Customer	10
2.18 Customer Service Line	10
2.19 Customer Service Valve	10
2.20 Date of Presentation	11
2.21 Director of Public Works	11
2.22 District	11
2.23 District Engineer	11
2.24 Excess Water Charge	11
2.25 Fixed Charge	11
2.26 Fixture Unit	11
2.27 General Manager	11
2.28 House Piping	11
2.29 Inspector	11



2.30	Law	12
2.31	Main Extension and/or Capacity Enhancement.....	12
2.32	Meter Curb Stop.....	12
2.33	Metered Service	12
2.34	Owner	12
2.35	Permanent Service	12
2.36	Permit	12
2.37	Person	12
2.38	Premises.....	12
2.39	Private Communal Water System	13
2.40	Public Service Recreation.....	13
2.41	Regular Water Service	13
2.42	Service Classification.....	13
2.43	Service Connections.....	14
2.44	Service Size for Billing Purpose	14
2.45	Temporary Water Service	15
2.46	Variable Cost	15
2.47	Water Main.....	15
2.48	Water Waste	15
2.49	Will-Serve Letter.....	15
ARTICLE 3 - NOTICES		15
3.01	Notices to Customers	15
3.02	Notices from Customers	15
ARTICLE 4 - WATER DEPARTMENT		15
4.01	Creation	15
4.02	General Manager	16
4.03	Director of Public Works	16
4.04	Inspections.....	16
4.05	Performance of Duties.....	16
4.06	Consequences of Denial of Entry or Access	17
4.07	Violation	17
4.08	Water Pressure and Supply	17
ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE		17
5.01	Form of Application.....	17
5.02	Calculation of Fixture Units.....	17
5.03	Undertaking of Applicant	18
5.04	Payment for Previous Service, Special Assessments, Ad Valorem Taxes and Recreational Revenue Charges.....	18
5.05	Installation Charges	18
5.06	Installation of Services	18
5.07	Changes in Customer's Equipment.....	18
5.08	Size and Location	18
5.09	Meter Curb Stop.....	18
5.10	Domestic, Commercial and Industrial Service Connection	19



5.11	Service Connections.....	19
5.12	Individual Liability for Joint Service.....	19
5.13	Special Cases.....	19
5.14	Water Used Without Service Application Being Made.....	20
5.15	Connection to System Required Within 540 Days of Application.....	20
5.16	Changes in Use or Uses of Served Property.....	20
5.17	General.....	20
5.18	Connection Charge.....	21
5.19	Subdivisions.....	21
5.20	Will Serve Letters.....	22

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION AND/OR CAPACITY ENHANCEMENT ARE REQUIRED 24

6.01	Application for Main Extension and/or Capacity Enhancement.....	24
6.02	General.....	24
6.03	Determination.....	25
6.04	Refund Agreement.....	25

ARTICLE 7 - GENERAL USE REGULATIONS 25

7.01	Number of Services per Premises.....	25
7.02	Water Waste.....	25
7.03	Responsibility for Equipment on Customer Premises.....	25
7.04	Damage to Water Distribution System.....	26
7.05	Ground Wire Attachments.....	26
7.06	Customer Service Valve on the Customers Property.....	26
7.07	Relief Valves and Regulating Valves.....	26
7.08	Service Size.....	26
7.09	Discontinued Service.....	26
7.10	Interruptions in Service.....	26
7.11	Ingress and Egress.....	26
7.12	Non-Existent Services.....	27
7.13	Pools and Tanks.....	27
7.14	Responsibility for Equipment.....	27
7.15	Use of Siphons.....	27
7.16	Periods of Water Shortage.....	27
7.17	Uniform Plumbing Code/IAPMO.....	27
7.18	Responsibility for Loss or Damage.....	27

ARTICLE 8 - METERS 28

8.01	Meter Charge.....	28
8.02	Meter Installations.....	28
8.03	Change in Location of Meters.....	28
8.04	Adjustment for Meter Errors - Over Registering.....	28
8.05	Adjustment for Meter Errors - Under Registering.....	29
8.06	Non-Registering Meters.....	29



ARTICLE 9 - BILLING	29
9.01 Billing.....	29
9.02 Meter Reading.....	29
9.03 New Connections	29
9.04 Disconnection	29
9.05 Transfer of Ownership	29
9.06 Person Responsible for Payment.....	29
9.07 Penalties.....	30
9.08 Represents Lien on Property	30
9.09 Billing of Separate Meters Not Combined.....	30
9.10 Water Used Without Service Application Being Made	30
9.11 Damages Through Leaking Pipes and Fixtures	30
9.12 Policy for Appeal for Relief from Excessive Water Charges	30
9.13 Checks and Electronic Funds Transfers (EFT) not honored by Bank	31
9.14 Collection by Suit.....	31
9.15 Collection with Other Utility Charges	32
9.16 Service Rates	32
 ARTICLE 10 - DISCONTINUANCE OF SERVICE	 32
10.01 Customer's Request for Discontinuance of Service.....	33
10.02 Customer's Request for Shut Off and Turn On of Service.....	33
10.03 For Non-Payment of Bills.....	33
10.04 Liability for Bills.....	33
10.05 Resumption of Service Charge	33
10.06 Unsafe Apparatus	34
10.07 Cross-Connections.....	34
10.08 Fraud or Abuse.....	34
10.09 For Noncompliance with Rules	34
 ARTICLE 11 - PUBLIC FIRE PROTECTION	 34
11.01 Use of Fire Hydrants.....	34
11.02 Hydrant Rental.....	34
11.03 Moving of Fire Hydrants	34
 ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE	 34
12.01 Payment of Cost	34
12.02 Combined Systems Prohibited.....	35
12.03 Use	35
12.04 Water Used for Fire Fighting not to be Charged	35
12.05 Water for Fire Storage Tanks	35
12.06 Violation of Agreement.....	35
12.07 Water Pressure and Supply	35
12.08 Rules.....	35
 ARTICLE 13 - TEMPORARY SERVICE	 36
13.01 Duration of Service.....	36



13.02	Deposit.....	36
13.03	Installation and Operation.....	36
13.04	Responsibility for Meters and Installations	36
13.05	Supply From Fire Hydrant	36
13.06	Unauthorized Use of Hydrants	36
13.07	Credit.....	36
 ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION		37
14.01	Permit Required	37
14.02	Plans, Profiles and Specifications Required.....	37
14.03	Easements or Rights-of-Way.....	37
14.04	Persons Authorized to Perform Work	37
14.05	Compliance with Local Regulations.....	37
14.06	Protection of Excavation.....	37
14.07	Design and Construction Standard	37
14.08	Completion of Water System Required.....	38
 ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE		38
15.01	Capital Improvement Charge	38
15.02	Duration	38
15.03	Unimproved Parcels.....	38
 ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS		38
16.01	General Policy.....	38
16.02	Backflow Definitions	39
16.03	Requirements	41
 ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS		44
17.01	General Policy.....	44
 ARTICLE 18 - LANDSCAPING		45
18.01	Intent	45
18.02	Applicability	45
18.03	Requirements	45
18.04	Design and Construction Standards.....	45
18.05	Completion of Work Required	45
 Exhibit A: Schedule of Water Service Charges.....		47
Exhibit B: Schedule of Water Connection Charges.....		48
Exhibit C: Miscellaneous Fee Schedule.....		49



ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

This Ordinance may be cited as "Incline Village General Improvement District Water Ordinance" and is hereinafter referred to as "Ordinance."

1.02 Enabling Statutes

This ordinance is adopted pursuant to NRS 318.170, 318.197, and 318.205, together with NRS 318.100 through 318.101, 318.116 (10), 318.140, 318.145, 318.175, and 319.199.

1.03 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.

1.04 Water System

The District will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

1.05 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.

1.06 Pressure Conditions

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs

The Board shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making repairs and when necessary for the protection of property. Consumers dependent upon a continuous supply should provide emergency storage.

1.08 Tampering With District Property

No one except an employee or representative of the District shall at any time in any manner operate the meter curb stops, valves, or gate valves of the District's system; or interfere with meters or their connections, lock-out tags, meter stakes, street mains or other parts of the water system. Penalty for violation of this section may be fined as shown in ~~Exhibit C~~ the current Fee Schedule. Mainline tapping



accepted with a State of Nevada "A" contractor's license issued by the Nevada State Contractors Board.

1.09 Posting

The adoption of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in accordance with the State of Nevada Open Meeting Law, NRS 241, Section 020, pertaining to posting requirements.

1.10 Relief on Application

When any person by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application were approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

1.11 Relief on Own Motion

The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

1.12 Penalty for Violation

For the failure of the Customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates, charges and penalties of this District, the Customer's service shall be discontinued and the water shall not be supplied such Customer until he shall have complied with the rule or regulation, rate or charge which he has violated or, in the event that he cannot comply with said rule or regulation, until he shall have satisfied the District that in the future he will comply with all the rules and regulations established by ordinance of the District and with all rates and charges of this District.

1.13 Ruling Final

All rulings of the Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within fourteen (14) days. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days.

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions

For the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled "Uniform Plumbing Code", (UPC) compiled by the International Association of Plumbing and Mechanical Officials, copies of which are on file with the District.

2.02 Administrative / Customer Service Account Charge



Portion of the monthly billing assessed to each water account for administrative and customer service costs.

2.03 Agent

A person or firm, corporation, partnership or association duly authorized with supporting documentation to complete requirements and performances of this ordinance.

2.04 Applicant

A person, firm, association, corporation or governmental agency applying for water service.

2.05 Application

A written request for water service as distinguished from an inquiry as to the availability or charges for such service.

2.06 Auxiliary Water Supply

Any water supply on or available to the premises other than the District's potable water supply. These auxiliary water supplies may include water from wells, streams, lake, springs, creeks, rainfall collection systems, another purveyor's water supply water or any other water source which the District does not have sanitary control over.

2.07 Average Month

Shall mean thirty (30) days.

2.08 AWWA

The American Water Works Association.

2.09 Billing Period

The regular billing period will be monthly or at the discretion of the District.

2.10 Board

The Board of Trustees of the District.

2.11 Building

A structure used for human habitation or a place of business, recreation or other purpose containing water facilities.

2.12 Capacity Adjustment Factor

The relative flow of each water service size as compared to that of a ¾" service.

<u>Water</u>	<u>Capacity</u>
<u>Service Size</u>	<u>Adjustment Factor</u>
	<u>(CAF)</u>



1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

2.13 Capital Improvement Charge

That portion of the monthly billing to pay for capital costs of service. For billing purposes, commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their service size.

2.14 Contractor

An individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.

2.15 County

The County of Washoe, Nevada.

2.16 Cross-Connection

Any unprotected actual or potential connection or structural arrangement between a public or a consumers potable water system and any other source or system through which it is possible to introduce into any part of the potable water system any used water, industrial fluids, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be "cross connections."

2.17 Customer

The person in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service. In the case of single family or individually metered multiple family residences, the customer shall be the owner of the property served, but the billing for service may be sent to the owner in care of his agent with signed authorization from the owner.

2.18 Customer Service Line

All piping between the house piping and the service connections.

2.19 Customer Service Valve

The control valve downstream of the meter and meter box on the owner's property side of the service assembly.



2.20 Date of Presentation

The date upon which a bill or notice is postmarked or delivered to the Customer by the District.

2.21 Director of Public Works

The person appointed to perform the duties of Director of Public Works.

2.22 District

Incline Village General Improvement District (IVGID).

2.23 District Engineer

The Engineer appointed and acting for the District and shall be a Registered Civil Engineer in the State of Nevada.

2.24 Excess Water Charge

That portion of the monthly billing to pay excess costs of supplying water above baseline amounts. Excess amounts for customers are calculated in two steps: Tier 1 determines the cost for all water used greater than the gallon threshold set in Exhibit A the current Schedule of Service Charges multiplied by the capacity adjustment factor. Tier 2 determines the cost for all water used greater than the gallon threshold set in Exhibit A the current Schedule of Service Charges multiplied by the capacity adjustment factor.

2.25 Fixed Charge

That portion of the monthly billing to pay for fixed costs of services. For billing purposes, commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their service size.

2.26 Fixture Unit

As defined in the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials as approved by the Director of Public Works.

2.27 General Manager

Is the General Manager of the District.

2.28 House Piping

All piping and fittings installed within the house or building, up to and including the last fitting inside or outside the wall.

2.29 Inspector

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts, and related work in determining compliance with IVGID construction specifications, standards and ordinances.



2.30 Law

Any statute, rule, ordinance, bylaw or regulation established by Federal, State, County, or Municipal authorities.

2.31 Main Extension and/or Capacity Enhancement

The extension or replacement of water distribution mains and necessary facilities beyond existing service facilities in accordance with the provisions of this ordinance applicable to main extensions and/or capacity enhancements.

2.32 Meter Curb Stop

The control valve on the inlet side of the meter, located within the meter box for use by District employees only.

2.33 Metered Service

Is a service for which charges are computed on the basis of measured quantities of water, sewage, or liquid wastes.

2.34 Owner

The person owning the property, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or building under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.

2.35 Permanent Service

A service which, in the opinion of the District, is of a permanent and established character. The use of water may be continuous, intermittent or seasonal in nature.

2.36 Permit

Any written authorization required pursuant to this or any other regulation of District for the installation of any water works.

2.37 Person

Any individual, partnership, corporation, governmental agency, or other organization operating as a single business entity.

2.38 Premises

All of the real property and services to a single integrated activity operating under one name to one or more buildings, locations or services, provided: (a) such buildings, locations or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining except for intervening public highways, streets, alleys or waterways.



2.39 Private Communal Water System

Any system served by District water under the responsibility for maintenance by others and ownership by others.

2.40 Public Service Recreation

Accounts where the primary irrigation water use is for outdoor parks and recreation accessible to the public, and as such are not subject to excess water charges as defined in ~~Exhibit A~~ the current Schedule of Service Charges. These include parks and recreation facilities, golf courses, snowmaking, and school playgrounds and fields. Customers may submit a written petition to the Director of Public Works requesting qualification as a Public Service Recreation irrigation account.

2.41 Regular Water Service

Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore.

2.42 Service Classification

Shall be defined as follows:

- A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.

- B. **Domestic Service:** Service to a residential Customer. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.
- C. **Mixed Use Service:** Mixed use service has commercial and residential service. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service.
- D. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).
- E. **Irrigation Service:** Service to Customers for agricultural, floricultural or horticultural use shall be billed as a commercial service.



- F. **Private Fire Protection Service:** means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefore.
- G. **Public Fire Protection Service:** means the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- H. **Single Family Residential Unit:** A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

- I. **Multi-Family Residential Unit:** The place of residence of a single family dwelling within a multi-unit complex, Common Interest Community, mixed use service with greater than 50% square footage of residential area, or Condominium Hotel. The single family dwelling premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes. Clubhouses, pool-houses, restaurants and similar facilities that are part of a multi-unit complex, Common Interest Community, or Condominium Hotel will be counted as additional units for billing purposes in determining base rates.

2.43 **Service Connections**

The point of connection is where the Customer's service line connects with the District's water meter. If the water meter is at a location other than the property line or easement boundary, the point of connection is where the customer's piping connects to the District water supply piping at the property line or easement boundary. The water meter is the property of the District and may be placed at a location other than the property line or easement boundary for the convenience of the District. For unmetered connections such as fire hydrants the point of connection is where the Customer's piping connects with the District water supply piping at the property line or easement boundary. The customer owns the water service connection.

The pipeline and appurtenant facilities such as the meter curb stop, meter and meter box, all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service connection.

2.44 **Service Size for Billing Purpose**

Water service size for billing purposes is a single size even when compound water meters are used. The water service size for billing purposes is determined by correlating the calculated demand for the customer service connection using the Uniform Plumbing Code or from standard engineering practice to a standard water meter flow rate capacity. This calculated water service size for billing purposes may vary from the actual meter size installed because certain site conditions necessitate the installation



of a larger meter than required by the flow capacity and/or modern turbo meters span a very large range of flow rates.

2.45 Temporary Water Service

Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefore.

2.46 Variable Cost

That portion of the monthly billing used to pay for the variable costs of service, which are calculated based on water use.

2.47 Water Main

A water line in a street, highway, alley or easement used for public and private fire protection and for general distribution of water.

2.48 Water Waste

Water waste is the negligent or wasteful discharge of water from a hose, sprinkler head, irrigation pipe, water main, indoor and outdoor plumbing fixtures and/or water service, which is flowing into the sanitary sewer system, street, roadside ditch, storm drain, driveway, adjacent property and/or sidewalk creating puddles, streams of water or flooding during an extended period of time.

2.49 Will-Serve Letter

As used herein a "will-serve" letter means a letter written by the District at the request of an applicant with respect to a subdivision, commercial or multi-family residential project to confirm (1) that the subdivision or project is within the District boundaries and (2) that, if water is available to serve the proposed connection(s) at the time service is requested under the standards set forth in Article 5, the District is willing to provide water service thereto upon compliance with all District requirements and payment of all applicable District fees and charges.

ARTICLE 3 - NOTICES

3.01 Notices to Customers

Notices from the District to a Customer will normally be given in writing, and either delivered by hand, electronically or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.02 Notices from Customers

Notice from the Customer to the District may be given by him or his authorized representative in writing to the District's office.

ARTICLE 4 - WATER DEPARTMENT

4.01 Creation

A Water Department is hereby created comprised of the Board, General Manager, and Director of Public Works.



4.02 General Manager

The General Manager shall have full responsibility for the maintenance, operation and construction of the water works and system. He shall have full power and authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall fix and alter the compensation of employees and assistants subject to approval by the Board. He shall have charge of all employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to the Board in accordance with the rules and regulations adopted by the Board.

4.03 Director of Public Works

The position of Director of Public Works is hereby created. He shall have charge of the Utilities of the District. This shall include all maintenance, operation and construction of the water works, and the billing for and collecting the charges herein provided. He shall perform such other duties as shall be determined by the General Manager.

- A. **Duties.** The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.
- (1) He shall regularly inspect all physical facilities related to District Water System, to see that they are in good repair and proper working order, and to note violations of any water regulations. He shall also perform the duties of water inspector.
 - (2) He shall set the design criteria for and provide approval of public and communal water systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.
- B. **Violation, Repairs.** He shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to users pending action by the General Manager.
- C. **Supervision.** He shall supervise all repairs or construction work authorized by the Board or General Manager, and performs any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections

The District shall perform inspections on all utility and residential construction within the District to assure compliance with IVGID ~~"Requirements to Construct Water and Sewer standards and specifications"~~. All existing residential, commercial, industrial, and irrigation services are subject to inspection for proper operation of backflow prevention, cross-connection control and pressure regulating devices. Inspection of existing devices shall be scheduled with the property owner or property manager. If the property owner or property manager refuses access, Article 4.06 of this Ordinance shall apply.

4.05 Performance of Duties

The foregoing duties of the Director of Public Works may be performed by the General Manager or by a designated employee or employees, as the General Manager may direct, so long as those decisions



or actions that require professional engineering judgment are performed by a registered Professional Engineer.

4.06 Consequences of Denial of Entry or Access

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with the above Sections, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 9 Billing and Article 10 Discontinuance of Service, and termination based on these Sections shall be treated as a termination for refusal of access under said Article 4.

4.07 Violation

Any person found to be violating any provision of this or any Ordinance, rule or regulation of the District, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of their agents or employees done under the provisions of this or any other Ordinance, rule or regulation of the District. Upon being notified by the Inspector of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by
 - (1) Applicable Nevada statutes or administrative code;
 - (2) Nevada Environmental Protection Division and the District, and
 - (3) By such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be separate violation.

4.08 Water Pressure and Supply

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system and as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before a curtailment of services; however, the District shall not be liable for shutdowns or variations to the system that occurs without prior notice by the District.

ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE

5.01 Form of Application

A property owner or his agent shall make application for regular water service on the form provided for its intended use.

5.02 Calculation of Fixture Units

The number and type of fixture units shall be as defined in the Uniform Plumbing Code as adopted herein, with the exception of exterior landscaping irrigation systems. The fixture unit charge for



exterior landscaping irrigation systems will only be assessed upon application for an irrigation meter. Other interpretations or calculations of fixture unit counts for fixtures not listed in the Uniform Plumbing Code shall be at the discretion of the General Manager or his designee.

5.03 Undertaking of Applicant

Such application will signify the Customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for water service required.

5.04 Payment for Previous Service, Special Assessments, Ad Valorem Taxes and Recreational Revenue Charges

An application will not be honored unless payment in full has been made for water and other services previously rendered to the Applicant by the District, and unless all special assessments, ad valorem taxes and recreational revenue charges on the parcel of land to be served are paid current.

5.05 Installation Charges

Where a regular charge has been fixed for the type of service connection desired, such regular charge shall be paid in advance by the Applicant. Where there is no regular charge, the District reserves the right to require the Applicant to deposit an amount equal to the estimated cost of such service connection.

5.06 Installation of Services

Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the Applicant in the installed location. Any change in location or alterations of water services shall be borne by the Applicant.

5.07 Changes in Customer's Equipment

Customers making any material change in the size, character or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change, and, if necessary, amend their application.

5.08 Size and Location

The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The laying of Consumer's pipeline to the curb should not be done until the location of the service connection has been approved by the Director of Public Works or his designee.

5.09 Meter Curb Stop

Every service connection installed by the District shall be equipped with an approved valve on the inlet side of the meter. If a valve is damaged by the Consumer's use, repairs or replacement shall be at the Consumer's expense. The customer shall not operate the meter curb stop located on the inlet side of the meter located within the meter box.



5.10 Domestic, Commercial and Industrial Service Connection

It shall be unlawful to maintain a connection excepting in conformity with the following rules:

- A. **Separate Building.** Each house or building under separate ownership must be provided with a separate service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection, an additional minimum base rate will be applied to the single meter serving said houses, or a separate service connection may be provided for each building. The Board reserves the right to limit the number of houses or the area of land under one ownership to be supplied by one service connection.
- B. **Single Connection.** Not more than one service connection for domestic or commercial supply shall be installed for one building, except as approved by the District.
- C. **Different Owners.** A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.
- D. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters and each other lot or parcel of land shall require a new service connection and metering device.
- E. **Multiple Service.** A Common Interest Community or Condominium Hotel which consists of two or more assessors' parcels and will be managed by an Association shall install and maintain one service connection and metering device, provided, however, the District may limit the number of dwelling units that may be supplied through one service connection or device. A Common Interest Community, which consists of two or more assessors' parcels and is not or will not be managed by an Association, shall install and maintain a separate service connection and metering device to each dwelling unit within the development. A Common Interest Community or Condominium Hotel managed by an Association may elect, at their cost, to have installed and maintained a separate service connection and metering device for each dwelling unit within the development. In all cases, the Common Interest Community or Condominium Hotel shall be responsible for securing to the District all access easements the District deems necessary, prior to connection to the District's water system.

5.11 Service Connections

The service connections extending from the water main to the property line and including the meter, meter box, meter lid and meter curb stop, shall be maintained by the District except as otherwise stated. All pipes and fixtures extending or lying beyond the property line shall be installed and maintained by the owner of the property.

5.12 Individual Liability for Joint Service

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

5.13 Special Cases



District will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service are of a special nature.

5.14 Water Used Without Service Application Being Made

A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered from the date of such possession or the earliest date of occupancy which can be reasonably established. Where services are not metered, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

5.15 Connection to System Required Within 540 Days of Application

Any application that has been accepted by the District shall be considered vacated if the Applicant fails to commence construction and connection to the District's water system within 540 days of such acceptance. The fees collected for such application shall be returned to the Applicant, upon written request, and a new application and payment of fees will be required before service will be provided. Connection fees shall be charged at the rate in effect on the day of application for a Building Permit from Washoe County. Connection(s) not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Payment of connection fees constitutes acceptance of a new service connection application by the District. No fees will be refunded after connection.

5.16 Changes in Use or Uses of Served Property

Any changes in the use or uses of properties served by regular water service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service; modifying a residence to accommodate more single family units than were approved, changes to irrigation systems, or such other changes that would similarly change the character of the building and/or grounds. Such changes in use shall be subject to the Connection Charge as contained in Article 5 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be considered to have been made in conflict with Article 9.09 and subject to the same corrective measures.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

5.17 General

All costs and expenses incident to the installation and connection of any water service or other work for which a permit has been issued shall be borne by the Applicant, and shall be in addition to all fees, service and connection charges provided for in the District Water Ordinance. The Owner shall indemnify District for any loss or damage that may directly or indirectly be occasioned by the work. All work shall be made by or be authorized by the District. Any new construction, addition, remodel,



or demolition requiring the issuance of a Washoe County Building permit shall require written approval and final acceptance by a District Inspector.

5.18 Connection Charge

The following charges are hereby established and shall be collected at the time of issuing the permit for a water connection. Connection fees shall be charged at the rate in effect on the day of application for a building permit from Washoe County. Connections not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Previously paid connection fees for service are non-refundable in all situations including reversion to acreage. Payment of connection fees constitutes acceptance of a new service connection application by the District. No fees will be refunded after connection.

- A. **Units Inside of District.** Water connection fees shall be charged as shown in ~~Exhibit B~~ the current Schedule of Service Charges. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed use services that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one)
- B. **Fire Protection.** There are no connection fees for fire protection.
- C. **Units Outside of District.** Persons desiring connection of property located outside the District to the water system of the District shall pay to the District a connection charge at the rate of one and one-half (1½) times the minimum charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
- D. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter connection fees shall be charged equal to the fee for that meter size as described in Item A above minus the water connection fee for the existing meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.
- E. **Plan Check Fee.** In accordance with the District's most recently adopted revision of the Uniform Plumbing Code, a plan check fee shall be required for all plans requiring the District's approval. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for both water and sewer considerations concurrently. Only one plan check fee is collected per set of drawings, even if both water and sewer systems are affected. Plan check fees shall be invoiced at a rate as shown in ~~Exhibit C~~ the current Fee Schedule, and are subject to change from time to time at the discretion of the Director of Public Works.
- F. **Inspection Fee.** Inspection fees shall be at rate as shown in ~~Exhibit C~~ the current Fee Schedule.

5.19 Subdivisions

- A. **Application.** Any person desiring to provide a water system within a tract of land that he proposes to subdivide shall make written application to the District. Such application shall contain streets dedicated and accepted by the County and/or all utility extensions to service the project or subdivision.



- B. **Contents.** The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the final map, and of the plans, profiles and specifications for the street work therein.
- C. **Investigation.** Upon receiving the application, the District Engineer shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefore.
- D. **Specifications and Construction.** The size, type and quality of materials and location of the lines shall be specified by the Water Department and the actual construction will be done by the Water Department or by a contractor acceptable to it, supervised and inspected by the District.
- E. **Adjustment.** Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, and any excess shall be refunded and any shortage will be paid to the District.
- F. **Property of District.** All facilities shall be the property of the District and the total amount of credits and refunds shall not exceed the original deposit.
- G. **Connections.** The subdivider shall, at his cost, provide all connections to houses constructed by him, as herein provided.
- H. **Plan Checking Fee.** Any person requiring approval of plans by the District, or desiring plan checking shall pay to the District the following fee or fees. Plan checking fees shall be invoiced at a rate as shown in ~~Exhibit C~~ the current Fee Schedule. If any portion of the plans after being checked is required to be redrawn or rechecked, the Applicant shall pay additional plan check fees.

5.20 **Will Serve Letters**

- A. **Standards for Granting or Denial of Requests for "Will-Serve" Letters.**
 - (1) No "will-serve" letters shall be issued by the District for any project if, in the judgment of the Board, it is likely that the District will be unable to permit the project to be connected to the District's water system when application is made for connection. In making this determination, the Board shall take into account the estimated amount of water that will be required to serve the entire project at full development, the additional connections the District is likely to have made to its water system before application for connection for the project can properly be made, and the amount of water the District is likely to have available at that time.
 - (2) No "will-serve" letters shall be issued for any project if, in the judgment of the Board, the effect of permitting the project to be connected to the District's water system is that it will be likely to prevent others who have already obtained "will-serve" letters from the District, and who have proceeded with the development of their projects without unreasonable delay, from being able to have their projects connected to the District's water system. In making this determination, the Board shall take into account the projects for which such letters are outstanding, the current status of those projects, and the dates on which "will-serve" letters were issued by the District with respect to those projects.
- B. **Effect of "Will-Serve" Letter.** The issuance of a "will-serve" letter by the District or previously paid connection fees shall not obligate the District to reserve a connection for the



project for which the letter has been issued, nor shall it confer any special preference or entitlement for connection to or service from the District. This section is declarative of the District's existing policy and practice with respect to "will-serve" letters.

C. Procedure for Consideration of Requests for "Will-Serve" Letters.

- (1) Requests for "will-serve" letters shall be considered by the Board on a case-by-case basis. Any person requesting a "will-serve" letter from the District shall submit a written request therefore to the District. The request shall include the following information:
 - a. It shall identify by name, mailing address and telephone number the person requesting a "will-serve" letter from the District.
 - b. It shall identify by lot, block, subdivision, assessor's parcel number, and service address, the property with respect to which the "will-serve" letter is requested.
 - c. It shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.
 - d. It shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.
 - e. It shall disclose the anticipated starting and completion dates for the construction of the project.

D. Standards for Granting or Denial of Applications for Connections.

- (1) Applications for connections shall be considered by the District on a first-come, first-served basis without reservation. Except as otherwise expressly provided herein and in subparagraphs B through C of this Section, applications shall be entitled to priority based on the date the application is filed and all applicable District connection fees are paid; provided, however, that notwithstanding the foregoing or any other provision of this Ordinance No. 4, approval of an application shall continue to be effective only if the applicant commences construction within one hundred eighty (180) days unless the District grants an extension of time. Time extensions may be granted where the applicant shows the delay in commencement of construction has been caused by an occurrence beyond his control and which is not attributable to his fault or neglect. All applicants shall be required to complete construction within the time limit set forth in Article 5.15 of this Ordinance.
- (2) Applications for connections shall not be granted unless the District has sufficient water to serve the connection without substantial risk of impairing service to existing customers. In making its determination, the impact of any required water conservation practices shall be taken into account.
- (3) Notwithstanding subparagraphs above, this Section shall not be construed to prohibit the District from granting an application to any applicant who assigns to the District water rights to a quantity of water equal to the projected water demand of the requested water service.

E. Required Assignment of Water Rights.

- (1) In addition to compliance with all other standards for granting applications for connections, all applicants shall be required to assign to the District any and all water rights for the parcel which may be used to help meet the projected water demand of the applicant's project.
- (2) All applicants for multi-family residential, tourist accommodation unit, public service and commercial developments are required to assign water rights to IVGID in an amount sufficient to support the proposed development as a condition of project approval (i.e.,



issuance of will serve letter, sign off on condo plat, approval of plans, etc.) Water rights assigned to IVGID as a condition of project approval will not revert back to the applicant that assigned these rights. All assignment of water rights to IVGID shall be completed and approved by State's Engineers Office prior to IVGID approval of final plans. Water rights shall be dedicated to IVGID with the appropriate permit conditions as defined by the Director of Public Works.

F. Procedure for Consideration of Applications for Connections.

- (1) Applications for Single Family Residential connections shall continue to be processed by staff. All other applications for connections shall be considered by the Board on a case-by-case basis. Applications to be considered by the Board shall be made on the District's regular application form and shall include the following additional information:
- (2) The Applications shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.
- (3) The Application shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.
- (4) The Application shall disclose the anticipated starting and completion dates for the construction of the project.

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION AND/OR CAPACITY ENHANCEMENT ARE REQUIRED

6.01 Application for Main Extension and/or Capacity Enhancement

The following rules are established for making main extensions and/or capacity enhancement:

- A. **Application.** Any owner of one or more lots or parcels, or subdivider of a tract of land, desiring the extension of one or more water mains to serve such property, shall make a written application therefore to the District, said application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District, and be accompanied by a map showing the location of the proposed connections.
- B. **Investigation.** Upon receipt of the application, the Director of Public Works shall make an investigation and survey of the proposed extension and/or enhancement and shall report his finding to the Board, including the estimated cost thereof.
- C. **Ruling.** The Board shall thereupon consider said application and report, and after such consideration, reject or approve it.
- D. **District Lines.** All extensions thus provided for, in accordance with those regulations, shall be and remain the property of the District.
- E. **Dead-End Lines.** No dead-end lines shall be permitted, except at the discretion of the District Engineer, and in cases where circulation lines are necessary they shall be designed and installed by the Water Department as a part of the cost of the extension.

6.02 General

All costs and expenses incident to the installation and connection of any water service or other work for which a permit has been issued shall be borne by the Applicant, and shall be in addition to all fees,



service and connection charges provided for in the District Water Ordinance. The Owner shall indemnify District for any loss or damage that may directly or indirectly be occasioned by the work. All work shall be made by or be authorized by the District.

6.03 Determination

If, in the opinion of the Board, the cost of a water main extension and/or enhancement is in excess of what the Board is prepared to advance, or it questions the economic advantage to the District of making such advance, then the entire cost of such improvement, including all off-site costs made necessary to provide the necessary service, shall be borne by the Applicant, subject to the Refund Agreement provided in Article 6.04 following.

6.04 Refund Agreement

- A. Any property owner who shall subsequently apply for a permit to connect to said main extension and/or capacity enhancement shall pay to the District his proper pro rata of the cost thereof, the amount of which shall be determined by the Director of Public Works. The amount so paid shall be refunded by the District to the original applicant.
- B. Upon termination of a ten (10) year period, any pro rata share shall become the property of the District.

ARTICLE 7 - GENERAL USE REGULATIONS

7.01 Number of Services per Premises

The Applicant may apply for as many services as may be reasonably required for his premises provided that the pipeline system for each service is independent of the others and that they not be interconnected.

7.02 Water Waste

- A. No Customer shall knowingly or negligently cause water waste within the District service area. Where water is wastefully or negligently used on a property, the District may discontinue the service if such conditions are not corrected within 72-hours after giving notice to the customer, owner or designated property manager.
- B. If service is disconnected due to failure to stop the waste, a turn-off fee (service call) will be charged. If the violation occurs again, the service may be disconnected and may not be restored until corrections are made to stop the waste. Continued violations may result in continued turn-offs. Fees and penalties are shown in ~~Exhibit C~~ the current Fee Schedule.

7.03 Responsibility for Equipment on Customer Premises

All appurtenances installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the Water Department without consent or interference of the Owner or occupant of the property. The property owner shall use reasonable care in the protection of the attributes. No payment shall be made for placing or maintaining said attributes on private property. Easements and rights-of-way are to be kept free of encroachment of any kind, and District shall have access to such areas, and any obstructions or encroachments in these areas shall be removed at the expense of the Customer and/or Owner. All meters and meter boxes must be clearly marked and accessible and are to be kept free of encroachment of any kind. Any obstructions, encroachments and/or inaccessibility conditions will be



removed at the Customer's and/or Owner's expense, and shall become a charge on the customer's bill. The District has no responsibility to return the site to anything but its natural, un-landscaped condition.

7.04 Damage to Water Distribution System

The Customer shall be liable for any damage to the water distribution system when such damage is from causes originating on the premises by an act of the Customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks or tags by the Customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the Customer's premises. The District shall be reimbursed by the Customer for any such damage promptly on presentation of a bill. Damage to water system would also include, but not be limited to, damage to meter boxes, fire hydrants, water valves, lids, vaults and boxes, removal of meter location stakes, service lines and distribution system.

7.05 Ground Wire Attachments

All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments. Bonding to a copper water line will be accepted in accordance with the electrical code.

7.06 Customer Service Valve on the Customers Property

The Customer shall provide a valve on his side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on his premises. The Customer shall not use the meter curb stop to turn water on and off.

7.07 Relief Valves and Regulating Valves

As a protection to the Customer's or Owner's plumbing system, a suitable pressure relief valve and pressure regulating valve must be installed and maintained at the customer's or owner's expense. When check valves or other protective devices are used, the relief valve and an expansion tank shall be installed between the check valves and the water heater.

7.08 Service Size

Where increased meter and service sizes are required, the main is to be exposed by the Owner's contractor, and all work to be performed by the Owner's contractor, including materials. The District will endeavor to provide the location of the main.

7.09 Discontinued Service

The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Services will not be restored until such defects are corrected.

7.10 Interruptions in Service

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District.

7.11 Ingress and Egress



Representatives from the District shall have the right of ingress and egress to the Customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

7.12 Non-Existent Services

Where service lines do not exist from the main to the property line, the Applicant is responsible for service line installation and costs under the Ordinances, Rules and Regulations of the District.

7.13 Pools and Tanks

When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby.

7.14 Responsibility for Equipment

The Customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the Customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown. Costs of repairs, replacements or disruption of services shall be borne by the Customer.

7.15 Use of Siphons

No siphon of any nature shall be operated from any service connected to the District's system.

7.16 Periods of Water Shortage

The District shall have the right to restrict the use of and apportion its available water supply during any emergency or other threatened or existing water shortage and may prohibit use of such water during such periods for specific uses which the District may from time to time find to be nonessential.

7.17 Uniform Plumbing Code/IAPMO

- A. The following Uniform Plumbing Code provisions are made a part of this ordinance.
- B. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards, as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.
- C. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

7.18 Responsibility for Loss or Damage



- A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which water service is supplied.
- B. The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by broken or leaking connection lines or internal plumbing, steam, hot water, chemicals, electrical connections, pressure, etc.
- C. Contractors, Owner's agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement or other compensation resulting from such damages.
- D. The District assumes no responsibility for loss or damage due to water loss or pressure. The District merely agrees to furnish such capacity in its general distribution system as required by the Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services. However, the District shall not be liable for shutdown or variations to the system that occur without prior notice by the District.

ARTICLE 8 - METERS

8.01 Meter Charge

Meters will be installed on all services. This ordinance establishes the minimum meter size to be one (1) inch. Upon required change of size by the District or by customer request for upgrade from the previous standard of 3/4" meter size (or for any size upgrade that has properly been invoiced), flat rate services will not be allowed. Meter charges, will be billed in accordance with ~~Exhibit C~~ the current Fee Schedule.

- A. All meter charges are based upon materials and labor costs, and are subject to change at the direction of the Director of Public Works if increased or decreased labor and materials costs so warrant. Only duly authorized District employees or contractors with a State of Nevada class "A" license issued by the State of Nevada Contractors Board pre-approved by the District Engineer will be authorized to install service connections. Meter installations of larger than 2 inches will be charged at actual cost of the meter.

8.02 Meter Installations

All service connections shall include the installation of approved water metering devices. New construction and/or upgrades of meter size within the District are 1-inch minimum. Meters will be installed at the property line and shall be owned by the District and installed and removed at its expense. The installation of meters for approved fire protection services shall be at the discretion of the District. The District will pay no rent or other charge for a meter or other facilities, including connections. The seal of any meters sealed by the District shall not be altered or broken except by one of its authorized employees or agents.

8.03 Change in Location of Meters

Meters moved or raised for the convenience of the Customer will be relocated at the Customer's expense. Meters moved to protect the District's property will be moved at its expense.

8.04 Adjustment for Meter Errors - Over Registering



If a meter tested at the request of a Customer is found to be registering greater than actual consumption the Customer shall be refunded no more than 6 months of overbilling.

8.05 Adjustment for Meter Errors - Under Registering

If a meter tested at the request of a Customer is found to be registering less than actual consumption the District may bill the Customer for the amount of the undercharge for no more than six months.

8.06 Non-Registering Meters

If a meter is found to be not registering, the charges for service shall be based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

ARTICLE 9 - BILLING

9.01 Billing

The regular billing period will be at the discretion of the District.

9.02 Meter Reading

Meters shall be read as nearly as possible on the same day of each billing period.

9.03 New Connections

Upon connection to the District's water distribution system, the applicable sewer service charges shall begin on the first day of the next billing period following installation of the water meter.

9.04 Disconnection

When requested by Customer, sewer service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Article 10 of this Ordinance.

9.05 Transfer of Ownership

Services are not discontinued upon transfer of ownership. District will not prorate charges on account upon transfer of ownership. Upon notification of pending sale or transfer of a property, District will obtain final water meter consumption reading on the date specified by the title company. If notification is not received from the title company for a final read the current property owner is liable for the previous charges on the account.

9.06 Person Responsible for Payment

All charges, fees and amounts due and payable shall be billed to the owner of the premises, whether or not the owner is also the occupant. For the purposes of the Ordinance, determination of lot or parcel ownership shall be based upon the latest records of the Assessor's Office of Washoe County.

Bills for the base rate for water service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for consumption are billed in arrears.



9.07 Penalties

All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle shall become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances due including penalties first.

9.08 Represents Lien on Property

Until paid, all rates, tolls and charges provided in this ordinance constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

9.09 Billing of Separate Meters Not Combined

Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made, the meter readings may be combined for billing purposes.

9.10 Water Used Without Service Application Being Made

A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

9.11 Damages Through Leaking Pipes and Fixtures

Owner or Owner's agent must be present at the property at the time scheduled by the Owner or Owner's agent for the District to turn on the water service unless a written form of consent and release of liability is submitted to the District prior to turning on the meter. The District will in no case be liable for damages occasioned by water leaking or running from open or faulty fixtures, or from broken or damaged pipes or any other appurtenances within or outside of the building structure.

9.12 Policy for Appeal for Relief from Excessive Water Charges

- A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.
- B. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system



then an adjustment will be made equal to ~~75%~~ of the sewer consumption caused by the leak that exceeds the ~~annual/seasonal/monthly~~ average or a minimum of 3,000 gallons, whichever is larger. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the adjusted billing period(s) will be included, where relief is given will be excluded. This is the usage that is used to cap the residential customer's summer sewer rate.

- C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
- D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two (2) consecutive months of consumption.
- E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.
- F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets, or other issues that drain into the sewer system.
- G. Excess water use or leaks resulting from accidental water use, and the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

9.13 Checks and Electronic Funds Transfers (EFT) not honored by Bank

Checks and electronic funds transfers presented in payment of bills that are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in ~~Exhibit C~~ the current Fee Schedule will be levied by the District, plus any additional charges received from the bank. The Customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

9.14 Collection by Suit

- A. **Suit.** As an alternative to any of the other procedures herein provided, all unpaid rates and charges and penalties herein provided may be collected by suit. As an additional procedure, District shall have all rights as provided by law.
- B. **Costs.** Defendant shall pay all costs of suit in any judgment rendered in favor of District, including a reasonable attorney's fee.



9.15 Collection with Other Utility Charges

- A. **With Utility Charges of District.** Where the person charged is a user of another utility owned and operated by the District, or through a franchise agreement, the charges may be collected together with and not separately from the charges for the other utility service(s) rendered by it. They may be billed upon the same bill and collected as one item at the discretion of the District.
- B. **Discontinuance of Service upon Delinquency.** Upon delinquency, the other utility service shall be discontinued until full payment of the account charges and penalties thereon and the charges for re-continuance of service, has been received by the District.

9.16 Service Rates

- A. **Rates.** For all users within the District, Residential, Irrigation and Commercial rates as shown in ~~Exhibit A~~ the current Schedule of Service Charges shall apply. The Board of Trustees shall set the water service charges when approving the annual Capital Improvement Plan and Operating Budget.
 - (1) **Non-District Service.** Where water service is provided for Customers not within the boundaries of the Incline Village General Improvement District, a service charge of two hundred percent (200%) of bulk water for construction.
 - (2) **Fire Protection.** Public fire protection rates shall be billed to the responsible fire protection agencies at the rate determined in the contract between the District and the fire protection agency.
- B. **Multi-Unit Residential Accounts.** The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential unit plus the administrative customer service account charge, plus variable and excess charges, plus defensible space charge in accordance with ~~Exhibit A~~ the current Schedule of Service Charges. Mixed use service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).
- C. **Bulk Water for Construction.** Where water is required for construction and obtained from fire hydrant or other location required by the District, a charge shall be made as shown in ~~Exhibit C~~ the current Fee Schedule as measured by the water meter installed for that purpose.
- D. **Call-Out Service Charges.** A customer requesting District assistance with Customer-related water issues (i.e., interior water leak, problem with irrigation system, water shut off at meter because customer cannot locate the customer service valve, etc.) may be billed a Call-Out Service charge, at the discretion of the Director of Public Works.

ARTICLE 10 - DISCONTINUANCE OF SERVICE



10.01 Customer's Request for Discontinuance of Service

A Customer's water and sewer service shall only be discontinued under a Washoe County demolition permit. All water and sewer charges will be discontinued when the conditions of the demolition permit have been met for discontinuation of service up to and including the removal of the water meter and the capping of the sewer line.

10.02 Customer's Request for Shut Off and Turn On of Service

A Customer may have their water service shut off by giving not less than five (5) days advanced notice in writing to the District. There will be no reduction in the monthly water or sewer charges during the shut off of service. The shut off and turn on will be charged a total of one (1) service call if the water meter is accessible and the work is performed during business hours. If the shut off and turn on is requested after business hours, then the Customer will be charged the service call rate in ~~Exhibit C~~ the current Fee Schedule for the shut off and turn on each. If the water meter is inaccessible, the Customer will be billed additional labor and equipment charges for making the meter accessible for shut off and turn on.

10.03 For Non-Payment of Bills

A Customer's service may be discontinued for non-payment of a bill for service furnished if the account becomes delinquent, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-payment, full monthly charges will apply. Written notice postings may be billed a posting service charge, in accordance with ~~Exhibit C~~ the current Fee Schedule.

10.04 Liability for Bills

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court or competent jurisdiction for the amount thereof.

10.05 Resumption of Service Charge

Where service has been discontinued for violation of these rules or for nonpayment of bills, the cost of discontinuing and resuming service shall be at the expense of the Customer.

- A. **Made During Regular Business Hours.** The Utility will endeavor to resume service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to resume service on the next regular business day following the day the request is made.
- B. **Made at Other Than Regular Business Hours.** When a Customer has requested that the service be resumed at a time outside of regular business hours, the District will reasonably endeavor to resume service if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.
- C. **Presence of Owner or Authorized Representative.** During requested resumption of service, the owner or their authorized representative is required to be on site, unless a written form of consent and release of liability allows the District to turn the meter on.



10.06 Unsafe Apparatus

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

10.07 Cross-Connections

Water service may be refused or discontinued to any premise where a cross-connection exists that is in violation of State, Federal or local laws.

10.08 Fraud or Abuse

Service may be discontinued if necessary to protect the District against fraud or abuse.

10.09 For Noncompliance with Rules

The District may discontinue service to any Customer for violation of these rules after it has given the Customer at least five (5) days written notice of such intention. In case of emergency, unauthorized use, water waste, or where safety of water supply is endangered, service may be discontinued or curtailed immediately without notice.

ARTICLE 11 - PUBLIC FIRE PROTECTION

11.01 Use of Fire Hydrants

Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first secure a permit from the District, prior to use and shall operate the hydrant in accordance with instructions issued by the District. Unauthorized use of hydrants will be prosecuted according to law.

11.02 Hydrant Rental

A charge, to be determined by contract between the District and organized fire protection agencies, will be imposed for hydrant maintenance and water used for public fire protection.

11.03 Moving of Fire Hydrants

When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, he shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE

12.01 Payment of Cost

The Applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the Customer's premises to meet the requirements of the District. Requirements of the District include, but are not limited to, detector check meter, meter box, valve and valve box, and construction materials acceptable to the District.



12.02 Combined Systems Prohibited

There shall be no connection between a fire protection system and any other water distribution system on the premises.

12.03 Use

There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

12.04 Water Used for Fire Fighting not to be Charged

- A. In those instances wherein private fire protection is provided from a metered domestic water service line, the volume of water used for fire protection (fire fighting) will be estimated and that estimated volume shall be deducted from the monthly domestic service meter reading - during which the fire protection use was incurred.
- B. Estimation will be based on the averaging of the domestic water service meter reading of the 3 months before the fire. This average shall be the basis for determining the volume of fire fighting water consumed for which there will be no charge.

12.05 Water for Fire Storage Tanks

Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement and backflow protection are available. The regular water rates will be applied.

12.06 Violation of Agreement

If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service at Owner's expense.

12.07 Water Pressure and Supply

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

12.08 Rules

The following rules shall apply to fire service connection:

- A. **Additional Service**. The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The District shall charge all fees associated with each service connection.
- B. **Backflow Prevention**. The District reserves the right to require installation of an approved backflow prevention assembly.

12.09 Responsibility of Equipment



- A. The Customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water for private fire protection service, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the Customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. This shall include but not limited to valves, detector check meter, meter box, valve box and service piping.

ARTICLE 13 - TEMPORARY SERVICE

13.01 Duration of Service

Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the District. Deposit for hydrant meter rental shall be forfeit if meter is not returned within six (6) months.

13.02 Deposit

The Applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to furnish said service exclusive of the cost of salvageable material.

13.03 Installation and Operation

All facilities for temporary service to the Customer connection shall be inspected by the District and shall be operated in accordance with its instructions.

13.04 Responsibility for Meters and Installations

The Customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours notice in writing has been given to the District that the contractor or other person is through with the meter or meters, and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the Customer. If application has been made for water connection services, the customer must arrange to make water connection in a timely manner to avoid use of the fire hydrant.

13.05 Supply From Fire Hydrant

An Applicant for temporary use of water from a fire hydrant must secure a permit, as provided in Article 11.01, therefore from the District and pay the regular fee charged for the use of a meter to be installed on said hydrant; provide himself with a hydrant wrench necessary to operate such hydrant and a proper air gap installed on the connected equipment, and pay for the water used in accordance with the meter readings, at the rates prescribed by the District.

13.06 Unauthorized Use of Hydrants

Tampering with any fire hydrant for the unauthorized use of water there from, or for any other purpose, is a misdemeanor, punishable by law.

13.07 Credit

The Applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit.



ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION

14.01 Permit Required

No person shall construct, extend, or connect to any Public Water System without first obtaining a written permit from District and paying all fees and connection charges and furnishing bonds as required. The provision of this section requiring permits shall not be construed to apply to contractors constructing water systems and appurtenances under contracts awarded and entered into by District.

14.02 Plans, Profiles and Specifications Required

The application for a permit for Public Water System construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District, prepared by a Professional Engineer registered in the State of Nevada, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.

14.03 Easements or Rights-of-Way

In the event that an easement is required for the extension of the Public Water System or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance, and all costs of removing or replacing land surfaces, landscaping or other occupancies shall be charged to the property owner.

14.04 Persons Authorized to Perform Work

Only properly licensed contractors shall be authorized to perform the work of Public Water System construction within the District. The District will not accept dedication of any Public Water System, or portions thereof, unless the construction has been performed by the holder of a Class A contractor's license issued by the Nevada State Contractor's Board. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the Contractor.

14.05 Compliance with Local Regulations

Any person constructing a water system within a street shall comply with all State, County, District or city laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction, prior to the issuance of a permit by the District.

14.06 Protection of Excavation

The Applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a water system is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the water system. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and the County or any other person having jurisdiction there over.

14.07 Design and Construction Standard



- A. Minimum standards for the design and construction of water systems within the District shall be in accordance with the District's "Requirements for Construction of Water and Sewer" STANDARD SPECIFICATIONS FOR INCLINE VILLAGE WATER, SEWER, AND PRIVATE COMMUNAL UTILITY SYSTEMS heretofore or hereafter adopted by District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
- B. Reproducible "Record" drawings, in PDF format, stamped and prepared by a Professional Engineer registered in the State of Nevada, showing the actual location of all mains, house connections, hydrants, valves and appurtenances, shall be filed with the District before final acceptance of the work.

14.08 Completion of Water System Required

Before any acceptance of any water line by the District, the water line shall be tested and shall be complete in full compliance with all requirements of the District's "Requirements for Construction of Water and Sewer" STANDARD SPECIFICATIONS FOR INCLINE VILLAGE WATER, SEWER, AND PRIVATE COMMUNAL UTILITY SYSTEMS and to the satisfaction of the District Engineer.

ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE

15.01 Capital Improvement Charge

A water capital improvement charge shall be billed to each residential, irrigation and commercial water service, as shown in Exhibit A the current Schedule of Service Charges.

The capital improvement charge represents each customer's contribution to the overall capital improvement of the total utility infrastructure for replacement and upgrade. Annually, the long term capital improvement costs are adjusted in the Capital Improvement Plan to meet the needed utility replacements and upgrades. The capital improvement charge may be adjusted annually by the Board of Trustees during the review and approval of the annual Capital Improvement Plan and Annual Budget.

15.02 Duration

The monthly water capital improvement charge is to take effect July 1, 1992.

15.03 Unimproved Parcels

The Water Capital Improvement Charge will also apply to undeveloped parcels. The charge shall be due when an application for connection to the water system of the District is made. The total retroactive Capital Improvement Charge is shown in Exhibit B the current Schedule of Service Charges. Larger services will be adjusted higher by the capacity ratio.

ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS

16.01 General Policy

- A. **Purpose.** The purpose of this Article is:
 - (1) To protect any public potable water supply of the District from the possibility of contamination or pollution by isolating within the customer's internal distribution system or the customer's private water system such contaminants or pollutants which could backflow into the public water systems; and



- (2) To promote the elimination or control of existing cross-connections, actual or potential, between the consumer's in-plant potable water system and non-potable water system, plumbing fixtures and industrial piping systems; and
 - (3) To provide for the maintenance of a continuing Cross Connection Control Program which will systematically and effectively prevent the contamination or pollution of all potable water systems within the jurisdiction of District. This program shall also meet the requirements of the Safe Drinking Water Act Amendments of 1986 Public Law 99-339, Nevada Administrative Code section 445A.67185 to 67255, and the current adopted version of the Uniform Plumbing Code as approved by the Director of Public Works, and meets all of the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (hereinafter referred to as USCFCCC&HR), and the American Water Works Association manual M14 with AWWA C506-84 Standards for Reduced Pressure Principle Assemblies, Double Check Valve assemblies,, spill proof vacuum breakers, atmospheric vacuum breakers, air gaps, and pressure vacuum breaker backflow prevention devices including any existing or future amendments.
- B. Responsibility.** The Director of Public Works, or his designee, shall be responsible for the protection of the public potable water system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of said Director of Public Works, an approved backflow prevention assembly is required at the customer's water service connection, or within the customer's private water system, the Director of Public Works or his designated agent shall give notice in writing to said customer to install such an approved assembly(s) at specific locations on the customer's premises. Immediately upon receipt of the notice, the customer shall install such assembly at the customer's sole expense. Failure or refusal on the part of the consumer to make such installation and to have such tested yearly, or as required by the District by a certified backflow prevention assembly tester approved by the District's backflow administrator and maintained in good working order shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.
- C. Non-Liability of District.** The District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair, or maintenance of, or interfering with, any protective device by any customer of the District or any other person.
- D. Shared Responsibility.** Customers must share in the responsibility for the protection of the potable water system. Customers must maintain their water piping system so that pollutants do not backflow into the District water mains. It is also the customer's responsibility to report any possible hazard that may affect the District water mains. Reports should be made to the Director of Public Works as soon as a hazard is detected.

16.02 Backflow Definitions

- A. Approved.** Accepted by the Director of Public Works as meeting an applicable specification contained in this ordinance, or as suitable for the proposed use.
- B. Auxiliary Water Supply.** Any water supply on or available to the premises other than the District's approved public water supply and which is within District's water service area shall constitute an auxiliary water supply. Any intakes from Lake Tahoe or groundwater supply wells that are within the District's water service area that are not in direct control of District shall constitute auxiliary water supplies.



- C. **Backflow.** The reversal of normal flow of water caused by either back-pressure or back-siphoning.
- D. **Approved Backflow Prevention Devices.** An assembly or means to prevent backflow that has been manufactured in conformance with the standards established by the American Water Works Association entitled:
- (1) AWWA M14 and C506-84 Standards for Reduced Pressure and Double Check Valve Backflow Prevention Devices and spill proof vacuum breakers, pressure vacuum breakers and air gaps;
 - (2) and have met the laboratory and field performance specifications of the USCFCCC&HR established by
 - (3) Specifications of Backflow Prevention Assemblies, Section 10 of the most current issue of the Manual of Cross Connection Control.
 - (4) Any AWWA and USCFCCC&HR standards and specifications, including existing and future amendments, are hereby adopted by the District and made a part hereof by reference.
 - (5) The following testing laboratory has been qualified by the Director of Public Works to test and certify backflow preventers.
 - a. Foundation for Cross Connection Control and Hydraulic Research
 - b. University of Southern California, Los Angeles, California
- E. **Air-gap.**The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing, fixture, or other device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel, and in no case less than one inch. Any air gap placed near sidewalls, ribs or similar obstructions shall be a distance greater than three times the diameter of the effective opening.
- F. **Reduced Pressure Principle Assembly.** An assembly of two independently acting approved check valves with resilient seated shut off valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the two check valves and properly located test cocks for testing each valve. The entire assembly shall meet the design and performance specifications as determined by laboratory and field evaluation programs resulting in the approval of said assembly by the USCFCCC&HR. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At the cessation of a normal flow, differential relief valves shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.
- G. **Double Check Assembly Valve.** An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves. The assembly must also meet the specifications for approval by the USCFCCC&HR, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by a laboratory and field evaluation program resulting in an approval by the USCFCCC&HR. To be approved, these assemblies must be readily accessible for in-line testing and maintenance.



- H. **Pressure Vacuum Breaker Assembly.** This assembly shall include an approved internally loaded check valve and a loaded air opening to atmosphere on the discharge side of the check valve between two resilient seated shut-off valves. This assembly may only be used in irrigation systems that do not inject contaminants into the irrigation systems. Use will be limited to irrigation systems only.
- I. **Contamination.** An impairment of the quality of the potable water by materials to a degree which creates an actual or potential hazard to the public health.
- J. **Cross-Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which backflow may occur into the potable water system.
- K. **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
 - (1) **Hazard - Health.** Any condition, device, or practice in the water supply system and its operation which could create or may create a danger to the health and well being of the water consumer.
 - (2) **Hazard - Pollution.** An actual or potential threat to the physical properties of the water system or the consumer's potable water system, which constitutes a nuisance or is aesthetically objectionable or could cause damage to the system or its appurtenances, but which is not dangerous to human health.
- L. **Spill-Resistant Vacuum Breaker.** An assembly containing an independently operating internally loaded check valve and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with a properly located resilient seated test cock, a properly located bleed/vent port and tightly closing resilient seated shut-off valves attached to each end of the assembly. This assembly is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back-siphonage condition only.

16.03 **Requirements**

- A. **Policy.**
 - (1) No water service connection to any premises may be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and this ordinance. Service of water to any premises may be discontinued by the District if a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
 - (2) The customer's system shall be open for inspection at all reasonable times to authorized representatives of District to determine whether cross-connections or other structural or sanitary hazards exist. When such a hazard becomes known, the Director of Public Works may deny or discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state law and local ordinances relating to plumbing and water supplies and any regulations adopted pursuant thereto.
 - (3) An approved backflow preventer shall be installed on each service line to a customer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line, wherever the following conditions exist:



- a. In the case of premises having an auxiliary water supply, the public water system shall be protected by installing an approved backflow preventer in the service line appropriate to the degree of hazard. No cross-connection between the auxiliary water supply and the public water system shall be made.
 - b. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow preventer in the service line appropriate to the degree of hazard.
 - c. In the case of premises having (1) internal cross-connection that cannot be permanently corrected or controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected by installing an approved backflow preventer in the service line.
 - d. Any customer wishing to fill water trucks or other equipment shall fill out a District application for service and have that equipment inspected and approved by a representative of the District. An approved air-gap must be installed before filling from the potable water supply. Violation of this section shall result in a fine shown in ~~Exhibit C~~ the current Fee Schedule and disqualification from service.
- (4) A customer's service may be discontinued for non-compliance, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-compliance, full monthly charges will apply. The District will bill the customer for posting a written notice of non-compliance in accordance with ~~Exhibit C~~ the current Fee Schedule. Water shut-off and turn-on charges due to non-compliance will apply in accordance with ~~Exhibit C~~ the current Fee Schedule.
- B. Type of Backflow preventer.** The type of backflow preventer required shall depend upon the degree of hazard which exists as follows:
- (1) Where there is an auxiliary water supply, a minimum of a double check valve assembly will be required.
 - (2) Where there is any pollution hazard, the public water system shall be protected with a minimum of an approved double check valve assembly.
 - (3) Where there is any health hazard, the public water system shall be protected by an approved air gap or an approved reduced pressure principle assembly. Hospitals, sewage treatment plants and structures with chemical additives in fire sprinkler systems are examples of these type premises.
 - (4) Where access is denied or is impossible or impractical to make a cross-connection survey, the public water supply shall be protected with an approved air gap or an approved reduced pressure principle assembly depending on the degree of hazard.
- C. Approval Required.** Any backflow preventer required herein shall be a model and size approved by the Director of Public Works. Any below-grade applications must be approved by the District prior to installation.
- D. Inspections.**
- (1) It shall be the joint duty of the District and the Customer at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once a year thereafter or as determined necessary by the Director of Public Works. In those instances where the Director of Public Works



deems the hazard to be great enough he may require testing at more frequent intervals. All inspections and tests shall be performed by a certified District employee or certified tester approved by the District. All testers shall be approved by the District and carry a current Backflow General Testers license approved by the State of Nevada and the District. All testers will follow the rules and procedures of the current adopted version of the Manual of Cross Connection Control issued by USCFC&HR. The District requires that a 3.0 PSID buffer be maintained on all reduced pressure assemblies. The District reserves the right to disqualify any tester from testing within the District for failure to adhere to the policies and standards set forth by the District and this Ordinance. All gauges shall meet the requirements of the current adopted version of The Manual of Cross Connection Control and be calibrated on an annual basis to meet manufactures recommendations. The current calibration records shall be submitted with any test performed within the District. It shall be the responsibility of the Director of Public Works to make sure the tests are made in a timely manner, all test forms shall be submitted to the District compliance department within two (2) business days. All extensions must be approved by the District. The customer shall bear the cost of the inspection, repairs and testing. Records of testing and repairs shall be kept by the District Utilities Department when said work is completed for a period of ~~five~~three years.

- (2) All Industrial, commercial, residential, multi residential and all other properties with backflow devices installed and requiring testing according to this Ordinance shall provide access upon request to any authorized representative of the District to perform such testing or provide acceptable test results to the District from an approved State of Nevada backflow tester, pre-approved by the Director of Public Works, of the customer's choice.
- (3) It shall be the joint duty of the District and the Customer at any premises where there is an auxiliary water supply to have a cross-connection survey completed upon installation and at least once a year thereafter or as determined necessary by the Director of Public Works. In those instances where the Director of Public Works deems the hazard to be great enough he may require a cross-connection survey at more frequent intervals. All cross-connection surveys shall be performed by a certified District employee or certified specialist approved by the District. All specialists shall be approved by the District and carry a current Backflow Specialist license approved by the State of Nevada and the District. All specialists will follow the rules and procedures of the current adopted version of the Manual of Cross Connection Control issued by USCFC&HR. The District reserves the right to disqualify any specialist from performing cross-connection surveys within the District for failure to adhere to the policies and standards set forth by the District and this Ordinance. It shall be the responsibility of the Director of Public Works to make sure the cross-connection surveys are made in a timely manner, all survey results shall be submitted to the District compliance department within two (2) business days. All extensions must be approved by the District. The customer shall bear the cost of the cross-connection survey. Records of cross-connection survey shall be kept by the District Utilities Department when said work is completed for a period of ~~five~~three years.

E. **Charges for Backflow Testing.** Charges for backflow testing/repairs performed by the District shall be a minimum rate, or actual cost, labor and materials, as determined by the Director of Public Works and/or in accordance with ~~Exhibit C~~the current Fee Schedule.

F. **Exclusions.** All presently installed backflow prevention assemblies which do not meet the requirements of this section, but which were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements, be excluded from the requirements of these rules so long as the Director of Public Works is satisfied that they will protect the public water system. Whenever such device is moved, removed, or requires more than minimum



maintenance or when the District finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section. Any plumbing improvements requiring a building permit will require that the rules of this ordinance be observed.

ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS

17.01 General Policy

When in the opinion of the Board of Trustees circumstances require water conservation by District customers, the Board may impose one or more of the following conditions after consideration of those circumstances at a regular public hearing after notice to the customers as provided for in NRS 318.199.

A. Limited Conservation

- (1) Restrict watering to evening and morning hours. Watering is allowed between the hours of 7 p.m. and 11 p.m., and between 5 a.m. and 9 a.m. There is no restriction to hand watering using hoses with self-closing nozzles.
- (2) Prohibit wash-down of driveways, sidewalks, parking lots and other impervious surfaces.

B. Moderate Conservation

- (1) All items under Limited Conservation.
- (2) Restrict landscape irrigation to alternate days. Odd-numbered addresses allowed to water on odd-numbered calendar days; even-numbered addresses allowed to water on even-numbered calendar days. No irrigation allowed on the 31st day of the month.
- (3) Limit use of water from fire hydrants to actual fire fighting use.
- (4) Hand-washing of vehicles allowed only with hoses equipped with self-closing nozzles.

C. Strict Conservation

- (1) All items under Moderate Conservation.
- (2) No landscape or lawn irrigation under any circumstances.
- (3) No new lawn or landscape installation.
- (4) No wash-down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.
- (5) Impose an excess consumption charge of 300% of the existing rate per 1,000 gallons for water use in excess of the base rate.

D. Circumstances Under Which Conservation May be Required

- (1) The Board, upon its findings that one or more of the following emergency conditions are present, may impose any or all of the above-mentioned restrictions:
 - a. Water scarcity condition exists or is likely to exist.
 - b. Failure of water production, storage or distribution system(s).
 - c. Demand for service in excess of the District's authorized water rights.



- d. Order of any agency of the federal, state or local government having jurisdiction in such matters.
- e. Any other condition that may require such action.

ARTICLE 18 - LANDSCAPING

18.01 Intent

The intent of this section is to implement landscaping standards which will result in the conservation of water, and eliminate water waste.

18.02 Applicability

This section applies to all new construction, remodeling where the building and deck footprint increases by more than 15%, any irrigation meter application, all Washoe County irrigation system permit applications, and/or an improvement requiring an increase of the service line or meter.

18.03 Requirements

All applicants must submit a landscaping plan as part of the permit process. The landscaping plan must identify turf coverage, irrigation systems, plant selections, water features, maintenance schedules, and installer/owner information.

18.04 Design and Construction Standards

Minimum standards for the planning, design, and construction of landscape irrigation systems within the District shall be in accordance with the ~~LANDSCAPING STANDARDS~~ District's "Landscaping Requirements" copies which are on file in the District office. The District Engineer may permit or require modifications where special or unusual conditions are encountered.

18.05 Completion of Work Required

Before final approval of the work, or turn-on of the irrigation system, the landscape plan shall be complete in full compliance with all the requirements of the ~~LANDSCAPING STANDARDS~~ District's "Landscaping Requirements".



EXHIBIT A
Schedule of Water Service Charges

Monthly water charges are the summation of the following components:

1. Fixed Charge = \$11.23 X CAF ⁽¹⁾ X number of units.
2. Administrative / Customer Service Account Charge = \$3.76 per account.
3. Capital Improvement Charge = \$14.80 X CAF ⁽¹⁾ X number of units
4. Variable Cost = \$1.50 per 1,000 gallons of water use. [billed as water use charges]
5. Excess water charge⁽²⁾
 - a. First Tier: Additional Cost = \$0.93 per 1,000 gallons for all water use greater than 20,000 gallons X CAF⁽¹⁾ X number of units, in addition to the Variable Cost (#4), above.
 - b. Second Tier: Additional Cost = \$1.30 per 1,000 gallons for all water use greater than 60,000 gallons X CAF⁽¹⁾ X number of units, in addition to Variable Cost (#4) and First Tier Cost (#5a), above.
6. Defensible Space Fee = \$1.05 X number of units.
 - a. The defensible space fee is to pay 50% of the IVGID share of costs for fuels treatment on IVGID lands that will enhance the protective boundary from destructive wildfire that could threaten the communities of Incline Village and Crystal Bay. The other 50% share of this cost is paid by the IVGID Recreation Facility Fee.

This Exhibit A shall be removed in its entirety and replaced with a separate Schedule of Service Charges.

⁽¹⁾ Capacity Adjustment Factor:

Service Size (for Billing Purposes)	CAF
All Residential Customers	1.0
3/4"	1.0
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

⁽²⁾ Designated Public Service Recreation irrigation accounts are not assessed excess water charges.

Typical monthly single-family residential water service charges with no metered water use:

Charge	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Water Base Rate (#1)	\$9.50	\$9.55	\$9.74	\$10.00	\$10.65	\$11.23
Capital Rate (#3)	13.28	13.69	13.96	14.36	14.47	14.80
Administrative Fee (#2)	3.20	3.25	3.35	3.45	3.65	3.76
Defensible Space (#6)	1.05	1.05	1.05	1.05	1.05	1.05
Total Water:	\$27.03	\$27.54	\$28.10	\$28.86	\$29.82	\$30.84



EXHIBIT B

**Schedule of Water Connection Charges
According to Water Meter Service Size**

Water Service Size for Billing Purposes	Water Connection Charge	Water Retentive Capital Improvement Charge	Water Charge Total
3/4 inch	\$1,530	\$1,750	\$3,280
1 inch	\$2,160	\$2,930	\$5,090
1 1/2 inch	\$5,100	\$5,840	\$10,940
2 inch	\$8,170	\$9,350	\$17,520
3 inch	\$15,230	\$17,540	\$32,770
4 inch	\$25,560	\$29,230	\$54,790
6 inch	\$51,090	\$58,440	\$109,530
8 inch	\$81,750	\$93,510	\$175,260
10 inch	\$117,500	\$134,410	\$251,910

This Exhibit B shall be removed in its entirety and replaced with a separate Schedule of Service Charges.



EXHIBIT C
Miscellaneous Fee Schedule

Backflow Inspections	\$60.00 each device, up to 1 hour. \$60.00 each additional labor hour. Repair parts at cost.		
Inspections	\$85.00/hour		
Plan Checking	\$85.00/hour		
Meter Charges	1" Meter		\$130.00
	1 1/2" Meter		\$500.00
	2" Meter		\$610.00
Service Calls	\$40.00 per half hour (1/2 hour minimum) with equipment billed at cost.		
Tampering with equipment	\$100.00 minimum. Will include cost of repair or replacement of equipment, if required.		
Water Waste Penalty	\$100.00		
Mainline Tapping if performed by IVCID	Cost plus 15%		
Temporary Service Meter Rental Charges	Hydrant Meter	\$1,000/deposit	\$40.00/mo.
	1.5" Meter	\$100/deposit	\$20.00/mo.
	3/4" Meter	\$100/deposit	\$15.00/mo.
Bulk Water for Construction	\$1.50/1000 gallons		
Violation of air-gap requirement on water truck or other equipment	\$500.00		
Administrative charge for checks or electronic fund transfers not honored by bank	\$25.00/each		
Posting Service Charge	\$20.00/each		

This Exhibit C shall be removed in its entirety and replaced with a separate Fee Schedule.



SEWER - SCHEDULE OF SERVICE CHARGES

As Proposed for Adoption on 4/10/19, for Rates Effective 5/19/19

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$19.54
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$3.97
3/4" Base Monthly Invoice	\$54.96
Sewer Use*	\$3.20/1000 gallons
3/4" Sewer Connection**	\$3,230
3/4" Sewer Retroactive Capital Improv**	\$1,940

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$65.07
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$3.97
1.5" Base Monthly Invoice	\$173.77
Sewer Use*	\$3.20/1000 gallons
1.5" Sewer Connection**	\$10,770
1.5" Sewer Retroactive Capital Improv**	\$6,470

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$195.40
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$3.97
3" Base Monthly Invoice	\$513.87
Sewer Use*	\$3.20/1000 gallons
3" Sewer Connection**	\$32,340
3" Sewer Retroactive Capital Improv**	\$19,430

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$651.27
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$3.97
6" Base Monthly Invoice	\$1,703.47
Sewer Use*	\$3.20/1000 gallons
6" Sewer Connection**	\$107,790
6" Sewer Retroactive Capital Improv**	\$64,740

10" Service Rates (CAF = 76.65)	
Sewer Base x CAF x Users	\$1,497.74
Sewer Capital Improv x CAF x Users	\$2,410.64
Sewer Admin Fee per Account	\$3.97
10" Base Monthly Invoice	\$3,912.35
Sewer Use*	\$3.20/1000 gallons
10" Sewer Connection**	\$247,890
10" Sewer Retroactive Capital Improv**	\$148,890

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$32.63
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$3.97
1" Base Monthly Invoice	\$89.12
Sewer Use*	\$3.20/1000 gallons
1" Sewer Connection**	\$5,400
1" Sewer Retroactive Capital Improv**	\$3,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$104.15
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$3.97
2" Base Monthly Invoice	\$275.75
Sewer Use*	\$3.20/1000 gallons
2" Sewer Connection**	\$17,240
2" Sewer Retroactive Capital Improv**	\$10,350

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$325.73
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$3.97
4" Base Monthly Invoice	\$853.97
Sewer Use*	\$3.20/1000 gallons
4" Sewer Connection**	\$53,910
4" Sewer Retroactive Capital Improv**	\$32,380

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,042.07
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$3.97
8" Base Monthly Invoice	\$2,723.27
Sewer Use*	\$3.20/1000 gallons
8" Sewer Connection**	\$172,470
8" Sewer Retroactive Capital Improv**	\$103,590

* **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 Proposed for Adoption on 4/10/19, for Rates Effective 5/19/19

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$11.97
Water Capital Improv x CAF x Users	\$15.10
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3/4" Base Monthly Invoice	\$32.09
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 20,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 60,000 gal	\$1.34/1000 gallons
3/4" Water Connection	\$1,610
3/4" Water Retroactive Capital Improv	\$1,840

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$39.86
Water Capital Improv x CAF x Users	\$50.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1.5" Base Monthly Invoice	\$95.16
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 66,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 199,800 gal	\$1.34/1000 gallons
1.5" Water Connection	\$5,350
1.5" Water Retroactive Capital Improv	\$6,120

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$119.70
Water Capital Improv x CAF x Users	\$151.00
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3" Base Monthly Invoice	\$275.72
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 200,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 600,000 gal	\$1.34/1000 gallons
3" Water Connection	\$16,070
3" Water Retroactive Capital Improv	\$18,380

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$398.96
Water Capital Improv x CAF x Users	\$503.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
6" Base Monthly Invoice	\$907.26
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 666,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,999,800 gal	\$1.34/1000 gallons
6" Water Connection	\$53,540
6" Water Retroactive Capital Improv	\$61,240

10" Service Rates (CAF = 76.65)	
Water Base x CAF x Users	\$917.50
Water Capital Improv x CAF x Users	\$1,157.42
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
10" Base Monthly Invoice	\$2,079.94
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,533,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 4,599,000 gal	\$1.34/1000 gallons
10" Water Connection	\$123,140
10" Water Retroactive Capital Improv	\$140,840

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$19.99
Water Capital Improv x CAF x Users	\$25.22
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1" Base Monthly Invoice	\$50.23
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 33,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 100,200 gal	\$1.34/1000 gallons
1" Water Connection	\$2,680
1" Water Retroactive Capital Improv	\$3,070

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$63.80
Water Capital Improv x CAF x Users	\$80.48
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
2" Base Monthly Invoice	\$149.30
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 106,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 319,800 gal	\$1.34/1000 gallons
2" Water Connection	\$8,560
2" Water Retroactive Capital Improv	\$9,790

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$199.54
Water Capital Improv x CAF x Users	\$251.72
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
4" Base Monthly Invoice	\$456.28
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 333,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,000,200 gal	\$1.34/1000 gallons
4" Water Connection	\$26,780
4" Water Retroactive Capital Improv	\$30,630

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$638.36
Water Capital Improv x CAF x Users	\$805.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
8" Base Monthly Invoice	\$1,448.66
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,066,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 3,199,800 gal	\$1.34/1000 gallons
8" Water Connection	\$85,670
8" Water Retroactive Capital Improv	\$97,990



FEE SCHEDULE

As Proposed for Adoption on 4/10/19, for Rates Effective 5/19/19

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$75/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$65/per device
	Repairs at cost
Plan Check Fees	\$90/hour
Inspection Fees	\$90/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$40/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,000/deposit \$40/month
1.5" Meter Rental Charges	\$100/deposit \$20/month
3/4" Meter Rental Charges	\$100/deposit \$15/month
Bulk Water for Construction	\$1.55/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%

NOTICE TO BIDDERS

Notice is hereby given that the Incline Village General Improvement District is accepting proposals for qualified concessionaires to provide non-motorized water sports equipment rental services at two locations – Burnt Cedar Beach and Incline Beach. Bid documents can be picked up at 980 Incline Way, Incline Village, Nevada, 89451. Bid documents may be requested electronically by sending an e-mail to isw@ivgid.org. It is the requester's sole responsibility to obtain a complete set of documents.

All proposals shall be submitted to the Incline Village General Improvement District located at 893 Southwood Boulevard, Incline Village, Nevada, 89451. Five (5) copies of the proposal shall be submitted in a sealed envelope with the outside clearly marked as follows:

Non-Motorized Water Sports Concession Services for
Incline Village General Improvement District
Burnt Cedar Beach and Incline Beach
Incline Village, Nevada
Attn: Susan Herron, District Clerk

There will be a mandatory RFP meeting held at 893 Southwood, Incline Village, Nevada 89451 on March 12, 2019 starting promptly at 1 p.m. The purpose of this mandatory RFP meeting is to answer all questions; however, that does not mean that other questions may not be asked prior to the submission deadline below. Failure to attend this mandatory meeting will disqualify RFP's submitted without proof/verification of attendance.

All proposals are due no later than Wednesday, March 20, 2019 at 12 noon PST. Staff of the Incline Village General Improvement District will conduct a public bid opening immediately following submittal at the offices located at 893 Southwood Boulevard, Incline Village, Nevada.

All proposals will be evaluated by the Staff of the Incline Village General Improvement District. Should clarifications be required that may impact any and/or all bidders, they may be asked by any and/or all bidders. Should clarifications be deemed relevant to all bidders, they shall be so shared with all bidders. Staff of the Incline Village General Improvement District will rank the proposals in accordance with the Proposal Evaluation Checklist, but not be limited to, which is included with the bid documents. Following this ranking, Staff of the Incline Village General Improvement District will make its recommendation to the Board of Trustees for consideration at its next regularly scheduled Board meeting which is anticipated to be on April 10, 2019 at 6:00 p.m. PST.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

Other Northern Nevada Government Agencies may join in this agreement with the permission of the successful bidder and the Incline Village General Improvement District as contract situs unless otherwise stipulated on the additions, deletions, and/or exceptions section of this bid. Participating entities are responsible for order placement and payment notwithstanding the fact the Incline Village General Improvement District is the bid/contract situs.



NOTICE OF PUBLIC HEARING

IVGID is proposing a sewer and water rate increase, with an average increase on water rates of 4.0% and sewer rates of 4.0%, for a total average utility rate increase of 4.0%; as well as amendments to its Sewer and Water Ordinances (IVGID Ordinance 2 and 4, respectively), including:

The key changes to the Sewer Ordinance #2 are:

- Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.
- Exhibit A – New schedule of Sewer Service Charges.
- Exhibit B – New schedule of Connection Charges.
- Exhibit C – New Miscellaneous Fee Schedule.

The key changes to the Water Ordinance #4 are:

- Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.
- Exhibit A – New schedule of Water Service Charges.
- Exhibit B – New schedule of Connection Charges.
- Exhibit C – New Miscellaneous Fee Schedule.

Copies of the proposed ordinances 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 10, 2019 not earlier than 6:00 pm and as soon thereafter as practicable at The Chateau, 955 Fairway Boulevard, Incline Village, Nevada

The 2019 Rate Study and Presentation, which were presented to the Board of Trustees on January 23, 2019, 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 Sewer or Water Ordinance, please contact us. You may:

Write us a letter: 893 Southwood Boulevard
Incline Village, Nevada 89451
Attn: Utility Ordinance Amendments

Give us a call: (775) 832-1100

Send us a fax: (775) 832-1331

Send us an e-mail: utilityordinancecomments@ivgid.org



Sierra Nevada Media Group on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Client Name: **IVGID/ADMINISTRATION - 9299782**
Advertiser: **IVGID/ADMINISTRATION - 9299782**
Section/Page/Zone: **News/A015/**
Description: **March ads**

Ad Number: **388129-01**
Insertion Number:
Size: **3 x 6.92**
Color Type: **3 Colors**





March 18, 2019

FOUNDERS

Warren Trepp
Carla Hanson

BOARD OF DIRECTORS

David Hardie, CHAIRMAN
Ron Alling
Carole Anderson
Kevin Hameister
Mark Krasner
Aimee LaFayette
Catherine Hutton Markwell
John McLaughlin
John McNellis
Aaron Moore
Alvaro Pascotto
Catherine Reichenberg
Bill Watson

EMERITUS BOARD

Warren Trepp, CHAIRMAN
George Ashley
Joyce Benka
Ed Boleky
Joe Bourdeau
Janusz Clark
Judy Clydesdale
Nanci Glogauer
Hank Harris
Robert Holman
Dean Meiling
Wendy Mueller
Janet Pahl
Wayne Prim
Gary Pulver
Mike Smith
Elbridge Stuart
David Williams
Stuart Yount

Board of Trustees
Mr. Steve Pinkerton, General Manager
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, NV 89451

Dear IVGID Trustees and Mr. Pinkerton,

Attached please find the Donald W. Reynolds Community Non-Profit Center annual report prepared by the Parasol Tahoe Community Foundation. The enclosed report includes the following:

- DWR Center building usage report for calendar year 2018
- Parasol "By the Numbers" snapshot for calendar year 2018

Please note that Parasol's audited financial statements for the calendar year ending December 31, 2018 are scheduled to be reviewed and approved by the Parasol Board of Directors at their board meeting in early May and filed with the IRS prior to the due date on May 15, 2019. These financial statements will be forwarded to you as soon as they are approved and available for publication.

If you have any questions, please feel free to contact me directly. I look forward to presenting DWR Center building usage information to the IVGID Board of Trustees at their regularly scheduled meeting on Wednesday, April 10, 2019.

On behalf of the Board of Directors and Staff of the Parasol Tahoe Community Foundation, I want to thank you once again for your ongoing partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Claudia Andersen", with a long horizontal flourish extending to the right.

Claudia Andersen
CEO

948 Incline Way
Incline Village, NV
89451
775.298.0100
parasol.org



Executive Summary

The purpose of the Donald W. Reynolds Community Non-Profit Center (DWR Center) is to provide an economical and collaborative environment for non-profit organizations. The Parasol Tahoe Community Foundation (Parasol) continues to fulfill the economic purpose of the DWR Center by providing local non-profit organizations with grants for office space, storage space and meeting room usage which support their operating costs. Over the past sixteen years, these grants represent a total in-kind value of \$10.5 million in operational support. Parasol also continues to provide various additional resources such as the grant research database and library of the Foundation Center to the community at no charge. A total of 55 non-profit organizations utilized the resources of the DWR Center in 2018. Below is more detailed information on DWR Center use for the calendar year 2018.

Office Space

For calendar year ending December 31, 2018, Parasol provided office space to ten non-profit organizations serving our local community. With Parasol covering much of the overhead for these resident organizations, donors can have comfort that a larger percentage of their contributions to these organizations have had direct impact by supporting staff and programs. Below is a listing of 2018 DWR Center resident agencies and descriptions.

American Red Cross of Northern Nevada

Preventing and alleviating human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Classical Tahoe

Providing exceptional classical music performances by musicians from the best orchestras in the world, and innovative and inspiring educational programs to local, national and international audiences.

Lake Tahoe Shakespeare Festival

Enriching our community by providing the highest quality theatrical and cultural productions for residents of the greater Lake Tahoe area and visitors from all over the world. Lake Tahoe Shakespeare Festival also provides meaningful education experiences for youth by offering theatrical outreach programs throughout our region.

Rotary District 5190 Community Fund

Business and professional leaders united worldwide who provide humanitarian service, encourage high ethical standards in all vocations and help build goodwill and peace in the world.

Simmaron Research

Playing a key role in developing scientific research to improve diagnosis, treatment and medical understanding of CFS/ME and other neuroimmune diseases.

SOS Outreach

Changing lives, building character and leadership in underserved kids through mentoring outdoors.

Tahoe Fund

Enhancing the extraordinary natural environment of the Lake Tahoe Basin by building broad support and funding for public projects and programs that restore and sustain the Lake for the enjoyment of current and future generations.

Tahoe Institute for Natural Science

Advancing the natural history, conservation, and ecosystem knowledge of the Tahoe Region through science, education, and outreach.

Tahoe Prosperity Center

Uniting Tahoe's communities to strengthen regional prosperity.

Tahoe SAFE Alliance

Committed to ending the incidence and trauma of intimate partner/domestic violence, sexual assault and child abuse in the North Lake Tahoe/Truckee communities.

Storage Space

For calendar year ending December 31, 2018, Parasol provided nineteen organizations with storage space at no charge.

Meeting Room Use

For calendar year ending December 31, 2018, Parasol provided free meeting room use to forty-five non-profit organizations. These meetings include regularly scheduled meetings, such as board, staff, committee, and donor meetings, as well as other special meetings, events and workshops. Below is a short list of special events/activities held at the DWR Center in 2018.

- Trail of Treats & Terror (collaborative community Halloween event): 1000 community participants
- SOS Outreach: registrations, workshops, trainings, youth service day, outreach event
- IVGID: community trainings, evacuation drill follow-up meeting
- Hela Bima World: 3-day summit and speaker events
- AAUW: dinner meetings; volunteer training, Great Decisions study group
- Tahoe SAFE Alliance: leadership days, various trainings, grant site visit, financial empowerment trainings
- Tahoe Fund: Take Care collaborative meetings, LTBMU Pay for Success Feasibility meeting
- Girls on the Run: trainings
- TRPA: Tahoe Bikeway Partnership Meeting, Bike Share Education meeting
- Simmaron Research: luncheon
- American Red Cross: preparedness workshops
- Thunderbird Lodge Preservation Society: Lake Tahoe Maritime Emergencies meeting
- Sierra Senior Services: training

- Sierra Nevada Alliance: Climate Workshop, Intern trainings
- Classical Tahoe: volunteer orientation, retreat
- United Blood Services: community blood drive
- IV Hispanic Foursquare Church: dinner event
- Military Officers Association: dinners, luncheon
- Lake Tahoe Shakespeare Festival: CPR/First Aid training
- Boy Scouts Troop 37: event
- Parasol: Tahoe Daily Tribune publisher/nonprofit meeting, investment forum, multiple grant research trainings
- Every 15 Minutes: meeting
- Incline Village Community Hospital Foundation: cooking classes
- Tahoe Legislative Committee: public meeting
- Nevada Highway Patrol: bi-annual meeting
- Nevada Division of Environmental Protection: staff retreat, capacity building workshop
- Nevada Psychology Internship Consortium: 3-day orientation event
- Rotary District #5190: community fund visioning training
- Rotary Club of Incline Village: Monday lunch meetings

The Parasol Tahoe Community Foundation wishes to thank the IVGID Board of Trustees for their ongoing support and partnership in our efforts to strengthen the community we mutually serve.



Total Grantmaking Since Inception **\$66.5 MILLION**

2018 BY THE NUMBERS:

2018 Total Grantmaking from All Funds **\$5.8 MILLION**
(DOUBLE WHAT WE AWARDED IN 2017!)

Arts, Culture & Heritage **\$881,354**

Arts education, historical preservation, and rich cultural experience

Community Support & Engagement **\$1,187,881**

Strategic partnership, civic initiatives, and faith-based causes

Education & Youth Development **\$2,077,894**

Quality educational, training, and mentoring opportunities for youth and adults

Environment **\$415,881**

Environmental sustainability & education, recreation, ecosystems, and wildlife

Social Services **\$1,236,163**

Resources and programs promoting social well-being, helping to build a stronger community

visit us at
parasol.org
775.298.0100



parasol
TAHOE COMMUNITY FOUNDATION

The Parasol Tahoe Community Foundation is Tahoe's oldest and largest community foundation. We are dedicated to building prosperity through leadership, partnership and philanthropy.

WHAT WE DO

We work with donors to create charitable funds

We inform donors of critical issues and match them with giving opportunities

We steward charitable assets entrusted to our care

We make grants and provide support to nonprofits working to improve our community

We encourage and participate in community partnerships

visit us at
parasol.org
775.298.0100

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Indra Winqest
Director of Parks and Recreation

Charley Miller, P.E.
Engineering Manager

SUBJECT: Review, Discuss, and Possibly Award a Construction Contract for the Repair of the Deck, Stairs, and Powder Coat all Patio Deck Railings Project – 2017/2018 Capital Improvement Project: Fund: Community Services; Division: Recreational Center; Project # 4884FF1502; Vendor: Bruce Purves Construction in the amount of \$111,673

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: March 29, 2019

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Award a lump sum construction contract to Bruce Purves Construction in the amount of \$111,673 for the construction of the Repair Deck, Stairs, and Powder Coat all Patio Deck Railings Project.
2. Authorize Chair and Secretary to execute the contract with Bruce Purves Construction based on a review by General Counsel and Staff.

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 activities.

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

III. **BACKGROUND**

The Incline Village Recreation Center was constructed in the early 1990’s and requires maintenance to ensure proper care and condition in order to maximize the value of the Recreation Center. The concrete stairways on the east side of the building have been sealed on a yearly basis for the past ten years as a best practice. The cracks and spalling on the south stairway is much worse due to elemental exposures and requires replacing. The proposed project will be replace the existing failing stairway with a metal stairway better suited to the weather exposure. The north facing stairway is in much better condition and will be resurfaced in a separate project with the remainder of the deck after this project is completed. This project will repair the spalled concrete and replace the railings surrounding the deck with code compliant railings that have protective coatings.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0 (Consent Calendar) as it is included in the Capital Plan and is within budgeted amounts.

IV. **BID RESULTS**

The District publicly advertised this project for bidding and plan sets were acquired by four interested bidders. Three bids were received and opened on March 21, 2019. The Engineer’s Estimate for the project was \$100,000. The bid results are as follows:

Contractor	Bid Amount
Bruce Purves Construction, Inc.	\$111,673
Don Lazorko Construction, Inc.	\$128,688
West Tec Construction, Inc.	\$147,650

The lowest responsive bidder is Bruce Purves Construction. District Staff reviewed the bid and checked references for the contractor and recommends award of this project to Bruce Purves Construction. If awarded, the project is scheduled to start May 1, 2019 and be substantially complete by June 1, 2019.

V. FINANCIAL IMPACT AND BUDGET

A total of \$48,500 was carried over from the 2017/2018 Capital Improvement Program Budget and \$40,000 was included in the 2018/2019 Capital Improvement Program Budget under the Repair Deck, Stairs, and Powder Coat all Patio Deck Railings Project (Project # 4884FF1502 – see attached data sheet) of which there is a total of \$82,300 carried forward and currently available to complete the proposed work. The additional \$36,600 will come from Resurface Recreational Center Patio Deck (Project #4884FF1501) where there is adequate available funds to bring the project budget to \$118,900.

Total Available Project Budget

Description	Amount
4884FF1502 – Repair Deck, Stairs, and Powder Coat all Patio Deck Railings – FY18/19 Funds	\$82,300
4884FF1501 – Resurface Recreational Center Patio Deck Project – FY17/18 Funds	\$36,600
Total Available Budget	\$118,900

The total estimated project budget to complete the proposed work is \$118,873 and is presented in the following table.

Estimated Project Construction Budget

Description	Amount
Construction Contract	\$111,673
Construction Contingency	\$5,000
District Staff Time	\$2,200
Estimated Project Total	\$118,873

VI. ALTERNATIVES

Not award the contract.

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.



Project Summary

Project Number:	4884FF1502
Title:	Repair Deck Stairs and Powder Coat All Patio Deck Railings
Project Type:	E - Capital Maintenance
Division:	84 - Operations
Budget Year:	2020
Finance Option:	
Asset Type:	FF - Furniture and Fixtures
Active:	Yes

Project Description					
<p>The concrete stairways have been sealed on a yearly basis for the past ten years but prior to that nothing was done. The cracks and spaulding on the south stairway is much worse due to exposures and should be completely replaced. It will be replaced with a metal stairway better suited to the exposure. The north facing stairway is in much better condition and will be resurfaced in a separate project. The deck railings were not powder coated on installation and have been maintained with rust removal and paint. However, for the railings to be preserved it would be much less expensive to have them removed and powder coated as opposed to replaced.</p> <p>This project should be done prior to and in conjunction with the patio deck resealing.</p>					
Project Internal Staff					
Staff will supervise and inspect contractor installation project.					
Project Justification					
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest experience. This project is designed primarily to maintain the value of the Recreation Center asset and customer service.					
Forecast					
Budget Year	Total Expense	Total Revenue	Difference		
2020	20,000	0	20,000		
Year Total	20,000	0	20,000		
	20,000	0	20,000		
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner	
2013	May 4, 2015	May 29, 2015	Buildings Superintendent		



Project Summary

Project Number:	4884FF1501		
Title:	Resurface Recreation Center Patio Deck		
Asset Class:			
Division:	84 - Operations		
Budget Year:	2018		
Scenario Name:	Main	Active:	Yes
Budget Status:	Data Entry		
Locations:			
Project Something:	FF - Furniture and Fixtures		

Project Description				
The Recreation Center patio deck is pitted and stained in several areas and should be resurfaced. The concrete deck has been sealed on a yearly basis for the past ten years but prior to that nothing was done. The cracks and spaulding is becoming greater with each winter freeze thaw cycle and the deck is beginning to leak into the areas below it. Cleaning the deck following events requires more effort and leaves the deck looking less than what's expected from the Recreation Center on a customer service oriented venue. The new epoxy coatings similar to what has been done on the Ski Main Lodge patio deck will protect and make the deck easier to keep clean.				
Project Internal Staff				
Staff will supervise and inspect contractor installation project.				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest experience. This project is designed primarily to maintain the value of the Recreation Center asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2018				
Contingency	2,500	0	2,500	
Internal Services	2,100	0	2,100	
Resurface patio deck	7,500	0	7,500	
Year Total	12,100	0	12,100	
2024				
Contingency	3,000	0	3,000	
Internal Services	620	0	620	
Resurface patio deck	25,000	0	25,000	
Year Total	28,620	0	28,620	
	40,720	0	40,720	
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date
2013	Jun 1, 2015		Buildings Superintendent	Jun 5, 2015

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph Pomroy, P.E.
Director of Public Works

Charley Miller, P.E.
Engineering Manager

SUBJECT: Review, Discuss, and Possibly Award a Construction Contract for the Water Reservoir Safety and Security Improvements Project – 2018/2019 Capital Improvement Project: Fund: Utilities; Division: Water; Project # 2299DI1701; Vendor: Resource Development Company in the amount of \$362,600

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: March 29, 2019

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Award a construction contract to Resource Development Company in the amount of \$362,600 for the construction of the Water Reservoir Safety and Security Improvements Project.
2. Authorize Chair and Secretary to execute the contract with Resource Development Company based on a review by General Counsel and Staff.

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 activities.

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

III. BACKGROUND

The District owns and maintains 13 water reservoirs in Incline Village and Crystal Bay to store clean potable water that supply the residential and commercial customers in the District. The District also has one wastewater effluent storage reservoir. The majority of these reservoirs were constructed in the 1960's and 1970's with the last tank constructed in 1996. The water reservoirs range in size from 173,000 gallons up to 1,000,000 gallons each. The water reservoirs are welded steel tanks with various types of ladders and safety climbing apparatus to access the roof where communication equipment is installed and to access the interior of the water reservoir for maintenance and operational requirements.

This project would replace the ladders that access the top of the water reservoirs, install intermediate access platforms, install protective railings and install new fall protection devices. The exterior access to the roof area is required to meet the needs of the District to monitor the water quality in the reservoirs and perform routine repairs to radio communication equipment. The ladders also need to be secured from access by the public. The reservoir ladders, fall protection, platforms, and protective railings will meet the current Occupational Safety and Health Administration (OSHA) safety standards.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0 (Consent Calendar) as it is included in the 2018-19 Capital Budget and meets budget.

IV. BID RESULTS

The District publicly advertised this project for bidding and plan sets were acquired by four interested bidders. Two bids were received and opened on March 28, 2019. The Engineer's Estimate for the project was \$500,000. The bid results are as follows.

Contractor	Bid Amount
Resource Development Company	\$473,400
Paso Robles Tank	\$542,000

The lowest responsive bidder is Resource Development Company. The District only has sufficient funds to award 10 of the 13 reservoirs. The reservoir constructed in 1996 does not need any improvements at this time. In comparing the two bids, Resource Development Company was also the lowest bidder when the three reservoirs are eliminated from both bids received. District Staff reviewed the bid and checked references for the contractor and recommends award of this project to Resource Development Company. If awarded, the project is scheduled to start May 1, 2019 and be substantially complete by June 30, 2020.

V. FINANCIAL IMPACT AND BUDGET

\$218,600 was carried over from the 2017/2018 Capital Improvement Program Budget and \$200,000 was included in the 2018/2019 Capital Improvement Program Budget under the Water Reservoir Safety and Security Improvements Project (Project # 2299DI1701 – see attached data sheet) of which there is a total of \$387,445 currently available to complete the proposed work.

Total Available Project Budget

Description	Amount
2299DI1701 – Water Reservoir Safety and Security Improvements Project – FY18/19 Funds	\$387,445
Total Available Budget	\$387,445

The estimated project construction budget is presented in the following table.

Estimated Project Construction Budget

Description	Amount
Construction Contract (reduced bid)	\$362,600
Construction Contingency at 6%	\$20,000
District Staff Time	\$4,000
Estimated Project Total	\$386,600

VI. ALTERNATIVES

Not award the contract and defer the safety and security improvements at the reservoirs to a future date. This impact's Staff's ability in operations and maintenance of the water system.

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.



Project Summary

Project Number:	2299DI1701		
Title:	Water Reservoir Safety and Security Improvements		
Asset Class:	D - Capital Improvement - Existing Facilities		
Division:	99 - General Administration - Water		
Budget Year:	2019		
Scenario Name:	Main	Active:	Yes
Budget Status:	Data Entry		
Locations:			
Project Something:	DI - Distribution Infrastructure		

Project Description				
The District owns and maintains 13 water reservoirs in Incline Village and Crystal Bay to store clean potable water that supply the homes and businesses in the District. The majority of these reservoirs was constructed in the 1960's and 1970's, with the exception of reservoir 3A-1 construction in 1996. The reservoirs range in size from 173,000 gallons up to 1,000,000 gallons. The reservoirs are welded steel with various types of ladders and safety climbing apparatus. The ladders are provided to meet the Occupational Safety and Health Administration (OSHA) for exterior access to the roof area and the needs of the District. The reservoirs need to be modified to meet the current safety standards.				
Project Internal Staff				
Staff will manage the project with a design, bid, and build process.				
Project Justification				
When the reservoirs were constructed the ladders and climbing apparatus were built to current industry standards. The reservoir ladders and climbing apparatus have been modified over the years to meet the Homeland Security standards. This project will upgrade the ladders, rails, fencing, and climbing apparatus to meet current Federal OSHA safety standards to protect the IVGID employees required to climb the reservoirs. The reservoirs will also be assessed for proper security protections.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2019				
Construction	200,000	0	200,000	
Year Total	200,000	0	200,000	
	200,000	0	200,000	
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date
2016	Jul 1, 2017		Utilities Maintenance Specialist	Jun 30, 2019

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

Joseph J. Pomroy, P.E.
Director of Public Works

FROM: Michael Lefrancois, P.E.
Senior Engineer

SUBJECT: Review, discuss, and possibly authorize a contract for the Leak Study R2-1 14-inch water transmission steel pipeline; 2018/2019 Capital Improvement Project (CIP): Fund: Utilities; Division: Water; Project #2299WS1801; Vendor: Pure Technologies

DATE: March 28, 2019

I. RECOMMENDATION

That the Board of Trustees:

1. Authorize Staff to enter into a professional services contract with Pure Technologies in the amount of \$52,500 for condition assessment of the 14-inch water transmission steel pipeline.
2. Authorize Staff to execute the contract documents based on a review by District Counsel and Staff.

II. BACKGROUND

The District's water system begins at Lake Tahoe and water is pumped after disinfection from WPS 2-1 to a one million gallon reservoir, called R2-1, located on Lariat Circle. In 1961, these were constructed along with the 14-inch diameter by 4,200 foot long water transmission pipeline to convey the water to R2-1. With the rapid growth of Incline Village by 1970, WPS 2-1 was expanded and a parallel 24-inch ductile iron pipe pipeline was constructed to R2-1. The 14-inch

steel pipeline also remained in service but due to recurring leaks it was taken off-line in 2001.

The area in study for the condition assessment is from WPS 2-1 to the intertie in Preston Park, a length of 2,200 feet known to have only a few historical leaks and it may be feasible to return this pipeline to service with limited rehabilitation work. This segment would allow for redundant transmission of water to Zone 1 (customers below Tahoe Blvd) or to bypass the existing in service 24-inch pipeline for maintenance or emergency repairs.

WPS 2-1 is our only pumping station for delivering potable water and the existing 24-inch pipeline is the only active transmission line to R2-1. In the event of an emergency a second pipeline would greatly provide redundancy for the water supply system. The leak study will help in determining the scope of rehabilitation required on this existing but out-of-service pipeline.

As part of the contract, Pure Technologies will prepare a planning document to detail how the condition assessment will be carried out including schedule, selection of technology (i.e. Sahara or Smartball), field work required, and action items for all parties involved.

The Smartball technology utilizes a computerized ball housed inside a foam jacket that is inserted into the pipeline. The inner core contains the battery power source, as well as an acoustic sensor, microprocessor, ultrasonic transmitter to track the device, an accelerometer to measure the rotation of the ball and a magnetometer to assist in identifying features along the pipeline. The Smartball would be inserted into the pipeline as determined by Pure Technologies at existing or proposed pipeline fittings.

The Sahara inspection process utilizes a drag chute that carries a tethered sensor that travels through the pipeline. The tethered sensor has acoustic and video components and a tracking system. The Sahara system would be "launched" into the pipeline as determined by Pure Technologies through either existing or proposed fittings based on their evaluation of existing improvements.

Upon receipt of the condition assessment report from Pure Technologies District Staff will evaluate the findings and develop next steps relative to overall scope of the 14-inch steel pipeline rehabilitation. The 14-inch steel water transmission is a welded steel pipe.

Either technology is expected to provide the leak location data desired and be of similar effort and cost for Pure Technologies.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0 (0.15 Consent Calendar) as it is included in the Capital Plan and is within budgeted amounts.

III. FINANCIAL IMPACT AND BUDGET

A total of \$65,000 for this project is included in the 2018/2019 Capital Improvement Budget (see attached data sheet) The budget for this phase of the project is presented in the following table:

Project Budget

Description	Amount
Pure Technologies Contract	\$52,500
District Staff Time	\$5,000
Parts/Fittings	\$5,000
Project Total	\$62,500

IV. BID RESULTS

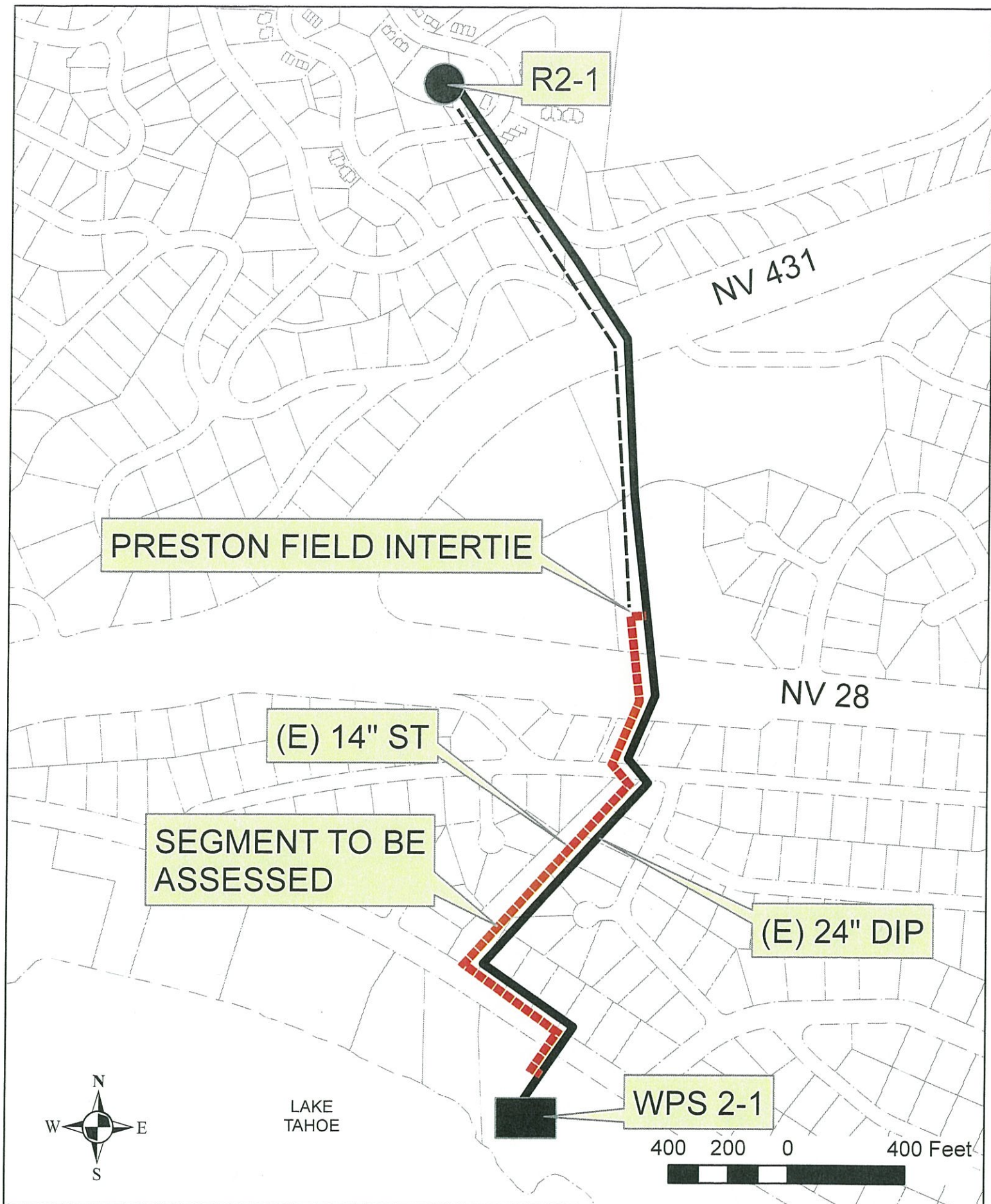
This item is not subject to competitive bidding within the meaning of Nevada Revised Statutes (NRS) 332.115 as described in subsection (b) Professional Services.

V. ALTERNATIVES

If the District were to not proceed with the condition assessment it would continue to supply water without a redundant pipeline. To ensure long term reliable operation and reduce impacts to customers, the District shall evaluate the condition of the pipeline and recommend future action.

VI. 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.



R2-1 SUPPLY PIPELINES

February 26, 2019

Mike Lefrancois, P.E.
Incline Village General Improvement District
1220 Sweetwater Road

RE: Incline Village, NV Pipeline Inspections

Dear Mr. Lefrancois,

Pure Technologies U.S. Inc. (Pure Technologies) is pleased to present this proposal to Incline Village in support of an assessment of an approximately 2,200' section on a 14-inch steel pipeline. The scope will include Leak Detection and Gas Pocket Detection technology with options of using either the SmartBall or Sahara Platform.

ABOUT PURE TECHNOLOGIES

Pure Technologies specializes in the condition assessment of critical pipeline infrastructure – supported by proprietary technologies developed for inspection of pressure pipelines, including water mains and wastewater force mains. Since 1993, Pure Technologies has been a world leader providing non-destructive testing and monitoring technologies to better understand the condition of critical pipeline infrastructure. We have performed inspections on over 16,000 miles of medium and large diameter water pipelines and more than 800 miles of wastewater force mains for more than 150 utilities and industries worldwide. Excavations of pipe sections identified as problematic through Pure Technologies' inspection methodologies have validated our technologies and capabilities to assess pipeline infrastructure.

Our philosophies with respect to managing critical pressure pipelines:

Assess and Address: Pure Technologies strives to maintain existing pipelines (rather than recommend their replacement) through an “Assess and Address” approach. Performing condition assessment and repairing only individual pipes can safely extend the service life of Pipelines and provide significant cost savings. On average, a comprehensive condition assessment and repair program can typically be implemented for between 5% and 10% of the capital costs to replace a pipeline.

Return on Investment: One of Pure Technologies' key philosophies is that the project should provide “actionable” and “defensible” information with tangible benefits. If this is accomplished, Incline Village will recognize a return that is far greater than their investment, especially when realizing the benefits of the following:

- i. ***Averting Pipe Failure:*** Identify what immediate repairs are necessary to avert imminent pipeline failures.
- ii. ***Extending the Life of Pipelines:*** Without an understanding of the condition of a pipeline asset, many utilities have prematurely replaced pipelines. The EPA has estimated that 70% to 90% of the pipe removed from the ground has remaining life. Condition assessment and

subsequent targeted repairs should provide confidence in a pipeline to extend its service life.

- iii. Improved Capital Planning: Estimating the remaining life of a pipeline will provide significantly improved capital planning recommendations for future pipeline management and renewal projects.

Obtaining a Comprehensive Assessment: Obtaining a comprehensive assessment, especially for high risk pipelines, is important. Other case studies have demonstrated that too much emphasis can be placed on pursuing an inexpensive condition assessment program while overlooking the level of actionable information that can be obtained. The least expensive technology may not provide the best value or most cost-effective pipeline solution. If an inspection does not provide sufficient, defensible, and actionable data, it can lead to pipeline failures or incorrectly allocated capital funds replacing the wrong pipelines at the wrong time; easily eliminating the savings that were expected by deploying a less expensive condition assessment tool.

Risk-Based Condition Assessment: Pure Technologies is a firm believer that a risk-based approach should be used to perform condition assessment and leak detection. There is no silver bullet technology that applies to all pipelines. In general, low resolution technologies are appropriate for low risk pipelines. However, for high-risk pipelines, a higher degree of reliability is essential and higher resolution tools are prudent to provide a more comprehensive understanding of the pipeline.

SCOPE OF WORK

Project Understanding

In February of 2019, Incline Village reached out to Pure Technologies inquiring about technologies that may be used to inspect an approximately 2,200' section on a 14-inch steel pipeline. Pure Technologies plans to use the Leak and Gas Pocket Detection onboard either the SmartBall or Sahara platform for this inspection. By using this approach, the baseline conditions of the pipelines will be determined. Knowing the location of leaks and gas pockets allows for focused rehab and replacement to take place; thereby avoiding the cost of complete replacement.

Project Approach

Pure Technologies has the most comprehensive set of tools to aid Incline Village in the condition assessment of these critical pipelines. Through a thorough inspection, Incline Village will develop a full understanding of the current condition of the force main and areas of distress.

Planning

The planning process is an integral part of our work. It allows us to identify features of the site or the water main that could prevent a successful inspection. Prior to the development of any pipeline assessment project, existing information relating to the subject main will be collected and reviewed. This may include subsequent site visits as part of the planning process. As part of the review, this information must be compared with what is necessary to successfully execute the inspection and ultimately the

condition assessment of the asset. Data collected during this phase of the project will be used to develop planning documents and confirm the proposed assessment techniques described herein.

During this step, Pure Technologies will develop a Planning Document for inspection of the pipelines. The Planning Document will clearly detail how the condition assessment for the pipelines will be carried out and will, at a minimum, include:

- Background information of each pipe: As-built records, failure history, operating information and areas of greatest concern.
- Proposed assessment methodologies: Technologies and methods to be used to assess the main.
- Access requirements: What access points will be needed for assessment.
- Detailed scope of field work.
- Schedule.
- Action items for all parties involved.

Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with The Port and mutually agreed to before proceeding.

PROPOSED TECHNOLOGY

SmartBall® Inspection Platform

Pure Technologies' patented SmartBall® technology is a free-swimming device, that consists of a foam ball that envelops a water-tight aluminum sphere (approximately 2-½ inches in diameter) that contains instrumentation and a power source. The inner core contains the battery power source, as well as an acoustic sensor, microprocessor, ultrasonic transmitter to track the device, an accelerometer to measure the rotation of the ball and a magnetometer to assist in identifying features along the pipeline.

The device is inserted into the pipeline and released to allow the flow to roll it downstream. The compressible outer ball foam allows for insertion through any existing 4-inch diameter outlet. If a pressure tap is required, Pure recommends that a 6" access be provided. The outer foam material deadens any sound the tool may make while rolling on the bottom of the pipeline and provides mass by which the device is pushed by the flow of the water. While the ball is traversing the pipeline, it continuously records all acoustic activity in the pipeline.



Figure 1: SmartBall and SmartBall Tracking System

Pure Technologies utilizes proprietary SmartBall tracking receivers (SBR's), shown in Figure 1, to track the location of the device as it travels through the pipeline. The SBR's utilize a small sensor that is applied to the outer surface of a metallic surface in direct contact with the fluid column. Once the SmartBall is retrieved, the recorded data is downloaded and analyzed by experienced data analysts.

The SmartBall device can identify and locate gas and air leaks in pipelines larger than 6-inch diameter constructed of any pipe material. The device can also pass through in-line valves (including butterfly



Figure 2: Example SMS Acoustic Sensor Glued to Flange

valves > 10-inch) and negotiate unlimited bends and slopes in the pipeline.

Insertion Method

The procedure for insertion of the SmartBall tool includes the following steps:

- Pre-assemble the insertion stack
- Bolt the insertion stack to the valve
- Open the valve
- Check the flowrate
- Insert the insertion claw into the pipeline
- Deploy the SmartBall into the pipeline
- After the tool is in the pipeline, retract the insertion claw
- Close the valve
- Disassemble the insertion stack

For a pressurized insertion, a 4-inch ANSI 150 flange with a full port isolation valve is required. Often removing an air valve is a suitable and convenient insertion point. If there is not an existing 4-inch connection that is suitable, a tap may be needed on an existing flange or feature to install a 4-inch tap and isolation valve (a larger connection can also be used with a reducing flange).

SmartBall Tracking

Pure Technologies uses tracking locations above ground to track the tool as well as to pinpoint locations of acoustic anomalies. A SmartBall Receiver unit detects a specific ultrasonic signal emitted from the SmartBall tool as it traverses the pipeline. Tracking points are selected based on the configuration of the various access along the pipeline such as ARVs, tees, and in-line valves. The ideal tracking frequency is approximately every 2,000 to 3,000 feet, which will allow for real time tracking of the SmartBall tool's progress along the pipeline. Increased SBR density increases the accuracy anomaly locating.

Small surface-mounted sensors (SMS), each measuring 2-inches by 2-inches, are installed at planned tracking locations. The sensors are placed on the pipeline by cleaning a small patch of the external pipe wall, or access flange and gluing the sensor in place as shown in Figure 8. Upon completion of the survey, the sensors are typically left in place but can easily be removed if desired.

The location of the tracking sensors on the pipeline is critical to obtaining accurate location data. The sensors must be glued directly to a flange that is connected to the pipeline at the base of a riser, connected directly to the pipeline or on the pipe wall itself. In general, the sensor cannot be further than 1-foot from the flow of water in the pipeline and should not be placed above any valve or appurtenance as the feature will inhibit the sensor from detecting the sound being transmitted from the SmartBall tool.

Valves and Connections

It is a requirement that all inline valves in the portion of the pipeline to be inspected are fully open. In addition, to ensure that the SmartBall tool traverses the intended section of the pipeline, all branches, connections and offtakes must be isolated for the duration of the inspection (or closely coordinated so that the branch is closed as the SmartBall passes). If this proves to be an issue due to demand, Pure Technologies will work with the utility to develop a plan to sequentially isolate the line as the ball is traversing the pipeline, therefore minimizing the time each connection will need to be isolated.

Pipeline Flow

While the SmartBall inspection can occur under a range of flow rates, the ideal flow for a SmartBall inspection is one (1) to two point five (2.5) feet per second.

SmartBall Inspection

During the inspection, the SMS that are mounted on the pipeline will be connected to an SBR via a coaxial cable. The sensors and SBR's are used to detect the ultrasonic signal emitted from the SmartBall tool which allows the inspection team to know the distance the tool is from the tracking point. In addition, the tracking data will be saved on the SBR and will be used during the data analysis process. During the inspection, tracking teams will leap frog each other as they track the progress of the SmartBall tool along the Pipeline.

SmartBall Extraction

The SmartBall tool can be retrieved via an extraction stack which houses a net that will be deployed into the pipeline while it remains in service. The extraction stack requires a minimum of 12-feet of clearance above the pipeline and will need to be setup prior to the SmartBall tool insertion. In cases where it is viable, the SmartBall can also be captured downstream of an inspection at a tank or reservoir.

The procedure for pressurized extraction of the SmartBall tool includes the following steps:

- Pre-assemble the extraction stack
- Bolt the extraction stack to the valve
- Open the valve
- Insert the extraction net into the pipeline
- Deploy tool at insertion
- After the tool is in the net, retract the net and the SmartBall tool into the extraction stack
- Close the valve
- Disassemble the extraction stack
- Download data off of the SmartBall tool

Sahara II®

The Sahara II inspection platform is an acoustic-based, non-destructive condition assessment technology that detects acoustic activity associated with leaks or pockets of trapped air, and potential structural defects via CCTV in pressurized water pipelines (12 inches in diameter and larger) of all construction types and materials. The Sahara inspection platform is composed of the following:

- a sensor with acoustic, and video components (including LED lighting)
- a system for tracking the sensor
- an insertion assembly for inserting the sensor into a live pipeline
- a cable drum containing the fiber optic communication umbilical for the sensor
- a rack of electronic instrumentation for the processing of acoustic and visual data

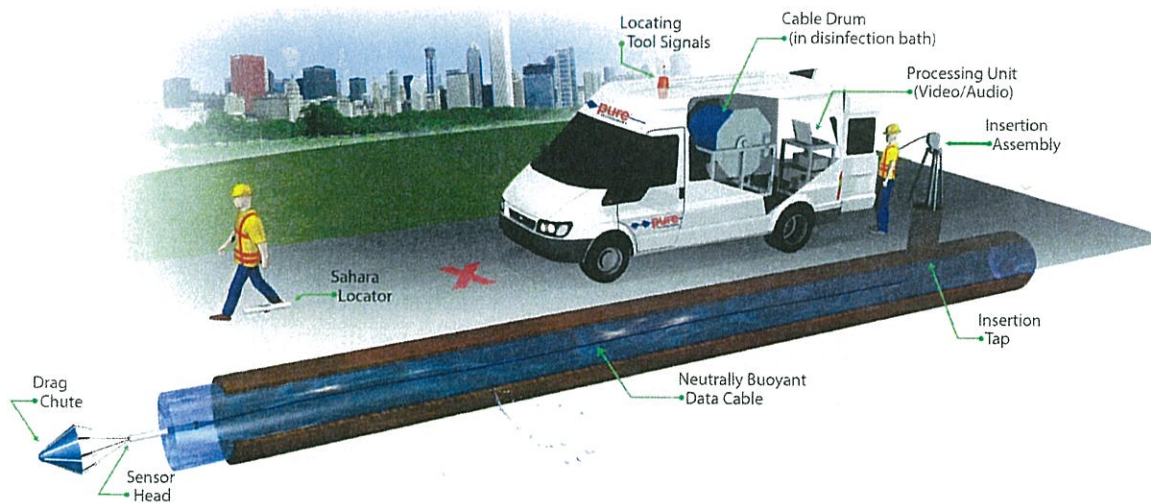


Figure 3: Sahara II System Overview Diagram

The system is inserted into a live pipeline through a tap with a minimum diameter of 4 inches using the insertion assembly. The sensor is propelled by the water flow using a drag chute that carries the tethered sensor head through the pipe for distances up to 5,000 feet per insertion as the data cable is unreeled from the cable drum. Figure 3 depicts the typical Sahara II system configuration.

Typical Insertion Requirements

Sahara II requires a standard full bore 4-inch (100mm) valve at each insertion point. Alternatively, for valves larger than 4 inches (100mm), adapters may be provided by Pure Technologies or others to adapt the larger valve to 4-inches (100mm). Figure 4 shows the typical insertion set-up with a 4-inch (100mm) gate valve.

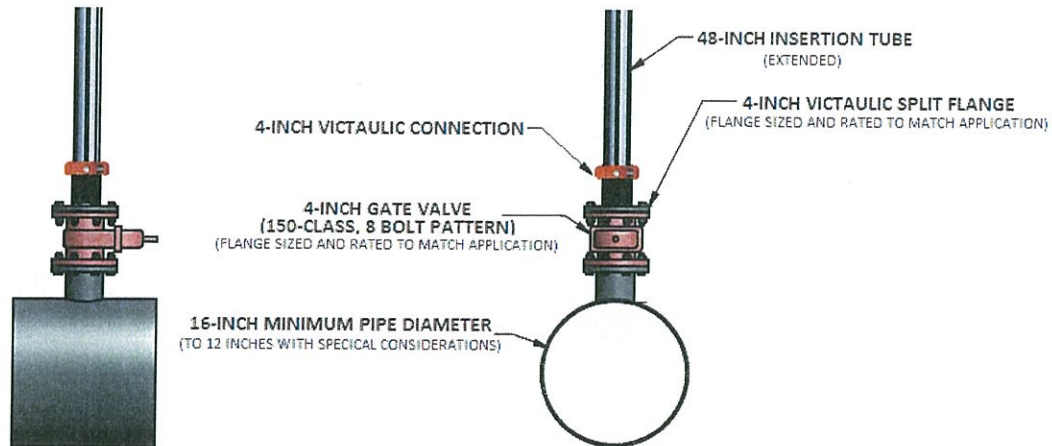


Figure 4: Typical Insertion Set-up: Profile and Plan View

Sahara Tracking System

The Sahara sensor is tracked from above ground during the inspection at set intervals and at select points of interest. The sensor is tracked using the Sahara Locator[®]. The Sahara Locator is an extremely low frequency (ELF) transmitter that is detected by the miniaturized receiver located on the Sahara sensor head within the pipeline. The frequency used allows accurate through-pipe communication, even within metallic mains with a ground cover of up to 33.

Accuracy of ground location is typically +/- 18 inches (+/- 500mm); however, location accuracy can be affected by the presence of large amounts of steel in or on the ground (such as railroad tracks, rebar, or unusually thick metallic pipe walls), steep slopes, or heavily wooded areas.



Figure 5: Sahara Locator

A technician follows the sensor head above ground, locating the sensor when requested by the Sahara operator—typically at a leak, air pocket, or other location of interest. The Sahara Locator can also be used to locate the sensor at set intervals to determine the alignment of a given section of pipeline.

Locating Leaks and Air Pockets

The acoustic signal processor equipment and software provides the primary operator with the ability to monitor and analyze the data collected from the Sahara II sensor in real time. This allows for near real-time reporting of acoustic and visual events found in the pressure pipeline. The acoustic signal processor software also converts the audio signal into visual form, displaying the signal amplitude, frequencies, head position, and velocity. The Sahara operator can isolate acoustic event locations, estimate leak magnitude qualitatively, and identify the limits of pockets of trapped air. The precise location of an acoustic event is identified by positioning the sensor within the pipe and simultaneously positioning the Sahara Locator directly above the sensor head, allowing for above ground location.

Closed-Circuit Televising (CCTV)

In addition, the operator can distinguish pipeline features or other points of interest using the Sahara II platform's closed-circuit televising (CCTV) capability. As with leaks, the Sahara II operator can indicate

above ground the position of visual points of interest by positioning the sensor within the pipe and simultaneously positioning the Sahara Locator directly above the sensor head. Clarity of the video can be affected negatively by high turbidity, turbulent flow, surface condition of the pipe wall, and when inspecting pipes over 48 inches (1200mm) in diameter.

Fee Schedule

SmartBall® Inspection Platform Services

Deliverable	Unit Rate	Unit	Qty	Total Cost
Project Mobilization	\$26,250	Each	1	\$26,250
SmartBall® Inspection Services	\$15,750	Per Mile	1	\$15,750
SmartBall® Inspection Report*	\$10,500	Each	1	\$10,500
TOTAL				\$52,500
Optional SmartBall® Deliverables:				
Additional Insertions As-Needed	\$5,250	Each		
Mapping	\$5,000	Mile		

Sahara® Inspection Platform Services

Deliverable	Unit Rate	Unit	Qty	Total Cost
Project Mobilization	\$35,000	Each	1	\$35,000
Sahara® Inspection Platform	\$12,500	Per Day	1	\$12,500
Sahara® Inspection Report*	\$5,000	Each	1	\$5,000
TOTAL				\$52,500

Notes:

*The inspection report cost assumes all inspection work is performed during a single mobilization. Should additional mobilizations be required, additional inspection reports shall be added to the deliverable costs.

Payment Schedule

Service	Invoicing Period
Project Planning & Mobilization	20% Upon Completion of Inspection
Inspection and Analysis	60% Upon Completion of Inspection
Final Report	20% Upon Completion of the Final Report

Incline Village's Assistance and Responsibilities

During the inspection planning process, the following information will be requested from Incline Village for the preparation and execution of the inspection.

1. Provide information about the pipeline to Pure Technologies at least four (4) weeks prior to the inspection date including, but not limited to, plan and profile drawings, GIS shapefile of the line, lay sheets, shop drawings, manufacturing details (such as pipe wall thicknesses), and details of access structures, air valves, blow-offs, and main line valves – if available.
2. Obtain any required legal right-of-entry on the property at no cost to the Pure Technologies.
3. Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion of the equipment as outlined in the Project Planning Document. The project planning document will be provided after the receipt of a contract.
4. Provide and maintain safe and reasonable access to all insertion sites throughout the inspection and obtain public works and/or police permits, as required.
5. Render confined space areas safe for the services, including locking and tagging pumps, valves and motors; de-watering areas to permit movement of persons and equipment; and vector and rodent control as necessary.
6. Safe work environment.
7. Provide personnel familiar with the pipeline system that are available during site reconnaissance and field work.
8. Notification to any landowners as required.
9. Plans and Permits (if needed).
10. Shut down pumps and dewater the line to accommodate insertion of the of the robotics tool.
11. Removal and installation of flanges at insertion and extraction to support the insertion of the SmartBall and Sahara tools.

Safety plan will need to be reviewed at least two weeks prior to inspection.

Additional Notes:

1. Local, State or Federal permits or taxes are not included in the proposed fee.
2. The proposed fees are based on performing all work under a single mobilization per technology and complete the work in a contiguous manner without delay.
3. The attached Conditions of Engagement shall apply (Attachment A).:
4. Continuous access to pipeline must be available for a minimum of 10 hours per day.
5. Incline Village support crew shall be available for up to 12 hours per day, six days per week unless otherwise agreed with Pure Technologies project manager.

Pure Technologies is committed to providing Incline Village the highest quality assessment in an efficient and cost-effective manner. If you have any questions, please contact me at 415.265.3439

Respectfully,

PURE TECHNOLOGIES U.S. INC.

A handwritten signature in black ink, appearing to read "J. Mariano".

Jenna Mariano
Business Development Manager



Attachment A: Conditions of Engagement

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement, the following definitions apply:

<i>Client</i>	Any person or persons, firm or company engaging Pure to provide the Services.
<i>Contract</i>	The agreement awarded to Pure as a result of the Proposal.
<i>Pure</i>	Pure Technologies Ltd., Pure Technologies U.S. Inc., Pure Engineering Services Inc., or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
<i>Proposal</i>	Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
<i>Services</i>	Those services of whatever nature to be supplied by Pure under the Contract.
<i>Site</i>	The facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

- 2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
 - (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
 - (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;

- (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.
- 4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.
- 4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 0 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

5. LIABILITY AND WARRANTIES

- 5.1 Pure will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.
- 5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

- 5.3 Pure's cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Pure for the portion of the Services that gave rise to the liability, provided, however, that this clause shall not limit Pure's indemnification obligations under these Conditions of Engagement.
- 5.4 The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.
- 5.5 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.



Project Summary

Project Number:	2299WS1801		
Title:	Leak Study R2-1 14inch Steel		
Asset Class:	D - Capital Improvement - Existing Facilities		
Division:	99 - General Administration - Water		
Budget Year:	2019		
Scenario Name:	Main	Active:	Yes
Budget Status:	Data Entry		
Locations:			
Project Something:	WS - Water System		

Project Description				
Using current technologies perform an initial leak study on the former tank R2-1 feed from WPS 2-1.				
Project Internal Staff				
IVGID Public works to oversee contractor selection and contract administration. Work may require limited support of IVGID Pipeline Dept.				
Project Justification				
Currently our only water treatment plant WPS 2-1 feeds tank R2-1 through a single dedicated pipeline. In the event of an emergency a second pipeline would greatly provide redundancy to the water supply capability. The leak study will help in determining the scope of rehabilitation required on this existing but unused pipeline.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2019				
Contractor performed work	50,000	0	50,000	
Internal Services	15,000	0	15,000	
Year Total	65,000	0	65,000	
	65,000	0	65,000	
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date
2018	Jul 1, 2018		Senior Engineer	Jun 30, 2019

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Approve Resolution 1866 for the Proposed Amendments to Sewer Ordinance No. 2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District”

DATE: March 27, 2019

I. RECOMMENDATION

That the Board of Trustees approve Resolution 1866 amending Sewer Ordinance No. 2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District”

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #2, Finance; The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management. Under Objectives for 2018-20, it specifically states, Prepare a five-year projection of financial results for each audited fund for operations, capital improvement and debt service as a part of budget deliberations.

III. FINANCIAL IMPACT AND BUDGET

The Public Works Department conducts an annual rate study to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while maintaining an appropriate Level of Fund balance and Working Capital. The rate study includes a five-year projection for revenues and expenses with an eye out for large capital projects outside of the five-year window. This annual effort insures rates are meeting the needs of the District and that

adjustments can be made efficiently and effectively. The rate study is based on utility management strategies, industry best practices and District historical rates.

The 2019 Utility Rate study recommendation is to increase water rates by 4.0% and sewer rates by 4.0% for a total utility rate increase of 4.0%. The utility rates are scheduled for an average 3.5% increase for the next five years to meet the projections presented in this memo.

IV. BACKGROUND

At the January 23, 2019 District Board of Trustees Meeting, Staff conducted a Utility Rate Study presentation that 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 from the January 23, 2019 Board of Trustees Meeting is posted on the IVGID website and the reader can review that document and listen to the presentation on LiveStream. At the February 6, 2019 Board of Trustees meeting the Board authorized April 10, 2019 as the date for the public hearing and directed staff to publish the Ordinance 2 and Ordinance 4 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.

<https://www.yourtahoepace.com/events/notice-of-public-hearing-ordinances-2-and-4-1-1>

The final version of Ordinance 2 follows this memo. Exhibit A, B and C are being removed from the Ordinance and are being placed into a single Schedule of Service Charges and Fee Schedule for water rates, sewer rates, connection fees and miscellaneous fees and charges. The Ordinances are being prepared in this manner so they can be more readily adopted into the IVGID Code at a future date.

Sewer Ordinance No. 2 language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.

V. BID RESULTS

Not applicable.

VI. ALTERNATIVES

Not adopt Ordinance 2 and not increase sewer rates. This will have a long term negative impact on the assets and financial health of the District. Sewer systems

have regulatory oversight so the District must meet operation and infrastructure standards regardless of available funds.

VII. COMMENTS

The Public Hearing for the Ordinance 2 amendments is scheduled to be conducted on April 10, 2019.

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.



Resolution No. 1866

**A RESOLUTION AMENDING ORDINANCE NO. 2
Incline Village General Improvement District**

WHEREAS, on the 10th day of April, 2019, a public hearing was held by the Board of Trustees of the Incline Village General Improvement District to consider the adoption of amendments to Ordinance No. 2, titled "An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District; " 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 amendments 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 amends Ordinance No. 2 as shown in Exhibit A attached hereto, 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 10th day of April, 2019, by the following vote:

AYES, and in favor thereof,
NOES:
ABSENT:

Tim Callicrate
Secretary



GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM

EXHIBIT A

ORDINANCE NO. 2



ORDINANCE NO. 2

SEWER ORDINANCE

**AN ORDINANCE ESTABLISHING RATES, RULES
AND REGULATIONS FOR SEWER SERVICE BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As Adopted on April 10, 2019
Resolution No. 1866



TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS	8
1.01 Short Title.....	8
1.02 Enabling Statutes.....	8
1.03 Words and Phrases	8
1.04 Sewer System	8
1.05 Separability	8
1.06 Posting.....	8
1.07 Relief on Application	8
1.08 Relief on Own Motion	9
1.09 Violations and Penalties.....	9
1.10 Ruling Final.....	9
 ARTICLE 2 - DEFINITIONS	 9
2.01 Additional Definitions.....	9
2.02 Administrative / Customer Service Account Charge	9
2.03 Agent	9
2.04 Applicant	9
2.05 Application	9
2.06 Average Month.....	10
2.07 Billing Period	10
2.08 Board	10
2.09 Building.....	10
2.10 Capacity Adjustment Factor.....	10
2.11 Capital Improvement Charge	10
2.12 Combined Sewer	10
2.13 Communal Sewer	10
2.14 Contractor.....	10
2.15 County	11
2.16 Customer	11
2.17 Customer Building Sewer	11
2.18 Date of Presentation	11
2.19 Director of Public Works	11
2.20 District.....	11
2.21 District Engineer	11
2.22 Fixed Charge	11
2.23 Fixture Unit	11
2.24 General Manager	11
2.25 Inspector.....	12
2.26 Law.....	12
2.27 Main Extension/Capacity Enhancement	12
2.28 Metered Service	12
2.29 Outside Sewer	12



2.30	Owner	12
2.31	Permanent Service.....	12
2.32	Permit	12
2.33	Person.....	12
2.34	Premises	13
2.35	Private Sewer	13
2.36	Private Sewer Delivery System.....	13
2.37	Publicly Owned Wastewater Treatment Plant/Treatment Plant.....	13
2.38	Sanitary Sewer	13
2.39	Service Classifications	13
2.40	Service Connection	14
2.41	Service Size for Billing Purpose	14
2.42	Sewer Main	14
2.43	Storm Sewer	14
2.44	Storm Water	14
2.45	Variable Cost.....	15
2.46	Waste.....	15
2.47	Wastewater.....	15

ARTICLE 3 - GENERAL RULES..... 15

3.01	Rules and Regulations.....	15
3.02	Purpose.....	15
3.03	Violation Unlawful.....	15
3.04	Protection from Damage	15
3.05	Violation.....	15
3.06	Notices to Customers	16
3.07	Notices from Customers.....	16
3.08	Public Nuisance.....	16
3.09	Disconnection.....	16
3.10	Means of Enforcement Only	16
3.11	Liability for Violation	16
3.12	Permits and Fees	16
3.13	Responsibility for Loss or Damage.....	17
3.14	Uniform Plumbing Code/ IAPMO	17

ARTICLE 4 - SEWER DEPARTMENT..... 17

4.01	Creation	17
4.02	General Manager.....	17
4.03	Director of Public Works	18
4.04	Inspections.....	18
4.05	Performance of Duties.....	18
4.06	Consolidations.....	18
4.07	Consequences of Denial of Entry or Access	19
4.08	Violation.....	19



ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED 19

5.01 Disposal of Wastes 19

5.02 Treatment of Wastes Required 19

5.03 Unlawful Disposal 19

5.04 Occupancy Prohibited 19

5.05 Sewer Required 20

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE 20

6.01 Application 20

6.02 Forms of Application 21

6.03 Undertaking of Applicant 21

6.04 Individual Liability for Joint Service 21

6.05 Change in Customer's Equipment or Operations 21

6.06 Special Cases 21

6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments 22

6.08 Establishment of Credit 22

6.09 Re-establishment of Credit 22

6.10 Amount to Establish or Reestablish Credit 22

6.11 Applicability to Unpaid Accounts 22

6.12 Return of Deposits 22

6.13 Connection to System Required Within 540 Days of Application 22

6.14 Changes in Use or Uses of Served Property 23

6.15 Connection Charges 23

ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED 24

7.01 Application 24

7.02 Investigation 24

7.03 Ruling 24

7.04 District Lines 24

7.05 District Extension 24

7.06 Determination 24

7.07 Refund Agreement 24

7.08 Extension by Customer 25

7.09 Point of Connection 25

7.10 Additional Components Required 25

7.11 No Obligation by District 25

7.12 All Costs to be Borne by Customer 25

ARTICLE 8 - PUBLIC SEWER 25

8.01 Extensions 25



ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS.....	26
9.01 Permit Required	26
9.02 Construction Requirements	27
9.03 Size and Slope	27
9.04 Separate Sewers	27
9.05 Old Building Sewers	27
9.06 Cleanouts.....	27
9.07 Individual Sewage Pump Stations.....	27
9.08 Service Connections.....	27
9.09 Backflow Prevention Devices	28
9.10 Maintenance	28
9.11 Connection to Public Sewer	28
9.12 Protection of Excavation	28
9.13 Maintenance of Building Sewer	29
9.14 Testing.....	30
9.15 Modification of Time-Frame.....	30
 ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION.....	 30
10.01 Permit Required	30
10.02 Plans, Profiles and Specifications Required.....	30
10.03 Easements or Rights-of Way.....	30
10.04 Mitigation of Encroachments onto Easements and Rights of Way.....	31
10.05 Persons Authorized to Perform Work	31
10.06 Grade Stakes.....	31
10.07 Compliance with Local Regulations	32
10.08 Protection of Excavation	32
10.09 Design and Construction Standard.....	32
10.10 Completion of Sewer Required.....	32
 ARTICLE 11 - USE OF PUBLIC SEWERS.....	 32
11.01 Drainage into Sanitary Sewers Prohibited	32
11.02 Combined Sewers.....	32
11.03 Required Use of Grease Traps and Interceptors	33
11.04 Limitations on the Use of Garbage Grinders	33
11.05 Maintenance of Pretreatment Facilities.....	34
11.06 Preliminary Treatment of Wastes.....	34
11.07 Measurements and Tests	34
11.08 Types of Wastes Prohibited	34
11.09 Limitations on Wastewater Strength.....	35
11.10 Swimming Pools	35
11.11 Limitations on Point of Discharge	36



11.12	Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments.....	36
-------	--	----

ARTICLE 12 - PERMITS AND FEES..... 36

12.01	Permit Required	36
12.02	Application for Permit.....	36
12.03	Compliance with Permit.....	36
12.04	Agreement.....	36
12.05	All Work to be Inspected	37
12.06	Notification	37
12.07	Correction of Work	37
12.08	All Costs Paid by Owner.....	37
12.09	Outside Sewers.....	37
12.10	Permit Optional	37
12.11	Special Outside Agreements	37
12.12	Street Excavation Permit.....	38
12.13	Liability	38
12.14	Final Inspection.....	38

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE 38

13.01	Capital Improvement Charge	38
13.02	Sewer System Repair Fund	38
13.03	Unimproved Parcels	38

ARTICLE 14 - BILLING AND COLLECTION..... 38

14.01	Billing.....	38
14.02	New Connections	39
14.03	Disconnection.....	39
14.04	Transfer of Ownership	39
14.05	Person Responsible for Payment.....	39
14.06	Billing Time	39
14.07	Penalties	39
14.08	Represents Lien on Property	39
14.09	Collection by Suit.....	39
14.10	Collection with Utility Charges of District	39
14.11	Discontinuance of Service upon Delinquency	40
14.12	Checks and Electronic Funds Transfers (EFT) not Honored by Bank.....	40
14.13	Service Charges.....	40
14.14	Outside Users	40
14.15	Multi-Unit Residential Accounts	40
14.16	Call-Out Service Charges.....	40
14.17	Disputed Bills.....	40
14.18	Policy for Appeal for Relief from Excessive Sewer Charges	41



ARTICLE 15 - DISCONTINUANCE OF SERVICE..... 42

15.01 Customer's Request for Discontinuance of Service 42

15.02 Customers Request for Shut Off and Turn On of Service 42

15.03 For Nonpayment of Bills..... 42

15.04 Liability for Bills..... 42

15.05 For Noncompliance with Rules..... 43

15.06 For Infiltration or Illegal Connections 43

15.07 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District
or its Customers..... 43

15.08 For Fraudulent Use of Service 43

15.09 Restoration of Service 43

15.10 Refusal to Serve 43



ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

This ordinance may be cited as "Incline Village General Improvement District Sewer Ordinance" and is hereinafter referred to as "Ordinance."

1.02 Enabling Statutes

This ordinance is adopted pursuant to NRS 318.170, 318.197, and 318.205, together with NRS 318.100 through 318.101, 318.116 (10), 318.140, 318.145, 318.175, and 319.199.

1.03 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.

1.04 Sewer System

The District will furnish a system, plant, works and undertaking used for and useful in the collection, treatment and disposal of domestic wastewater and industrial waste for the District, including all parts of the enterprise, all appurtenances thereto, and lands, easements, rights in land, contract rights and franchises.

1.05 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.

1.06 Posting

The adoption of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in accordance with the State of Nevada open meeting law, NRS 241, Section 020, pertaining to posting requirements.

1.07 Relief on Application

When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.



1.08 Relief on Own Motion

The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premises during the period of such special circumstances or any part thereof.

1.09 Violations and Penalties

- A. **Violations**. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any plumbing or permit the same to be done in violation of this code.
- B. **Penalties**. Any person, firm, or corporation violating any provision of this code shall be penalized in accordance with the provisions of the applicable law. Each separate day or any portion thereof during which any violation of this code occurs or continues shall be deemed to constitute a separate offense.

1.10 Ruling Final

All rulings of Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within fourteen (14) days. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days.

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions

For the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled "Uniform Plumbing Code", (UPC) compiled by the International Association of Plumbing and Mechanical Officials, copies of which are on file with the District.

2.02 Administrative / Customer Service Account Charge

Portion of monthly billing assessed to each sewer account for administrative and customer service costs.

2.03 Agent

A person or firm, corporation, partnership or association duly authorized with supporting documentation to complete requirements and performances of this ordinance.

2.04 Applicant

The person making application for a permit for a sewer or plumbing installation and shall be the record owner of premises to be served by the sewer for which a permit is requested or his authorized agent.

2.05 Application

A written request for sewer service as distinguished from an inquiry as to the availability or charges for such services.



2.06 Average Month

Shall mean thirty (30) days.

2.07 Billing Period

The regular billing period will be monthly, or at the discretion of the District.

2.08 Board

The Board of Trustees of the District.

2.09 Building

A structure built, erected, and framed of component structural parts designed for the housing, shelter, enclosure, or support of persons, animals, or property of any kind.

2.10 Capacity Adjustment Factor

The relative flow of each water service size as compared to that of a 3/4" service.

<u>Water Service Size</u>	<u>Capacity Adjustment Factor (CAF)</u>
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

2.11 Capital Improvement Charge

That portion of the monthly billing used to pay for capital costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.

2.12 Combined Sewer

A sewer receiving both surface runoff and wastewater.

2.13 Communal Sewer

A sewer serving any multi-unit property and is considered a private sewer delivery system and not property controlled by or under the jurisdiction of the District.

2.14 Contractor

An individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.



2.15 County

The County of Washoe, Nevada.

2.16 Customer

The person in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service. In the case of single family or individually metered multiple family residences, the customer shall be the owner of the property served, but the billing for service may be sent to the owner in care of his agent with signed authorization from the owner.

2.17 Customer Building Sewer

That part of the horizontal piping of a drainage system which extends three (3) feet outside the foundation from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer delivery system, or other point of disposal.

2.18 Date of Presentation

The date upon which a bill or notice is postmarked or hand delivered to the Customer of the District.

2.19 Director of Public Works

The person appointed to perform the duties of Director of Public Works.

2.20 District

The Incline Village General Improvement District (IVGID).

2.21 District Engineer

The Engineer appointed and acting for the District and shall be a Registered Civil Engineer in the State of Nevada.

2.22 Fixed Charge

Portion of monthly billing to pay for fixed costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.

2.23 Fixture Unit

Any sink, tub, shower, water closet or other facility as defined by UPC connected by building drain to the building sewer.

2.24 General Manager

The General Manager of the District.



2.25 Inspector

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts and related work in determining compliance with IVGID construction specifications, standards and ordinances.

2.26 Law

Any statute, rule, ordinance, bylaw or regulation established by Federal, State, County or Municipal authorities.

2.27 Main Extension/Capacity Enhancement

Shall mean the extension or replacement of sewer collection mains and necessary facilities in accordance with the provisions of this ordinance applicable to main extensions and/or capacity enhancements.

2.28 Metered Service

A service for which charges are computed on the basis of measured quantities of water, wastewater or liquid wastes.

2.29 Outside Sewer

A sanitary sewer beyond the limits of the District not subject to the control or jurisdiction of the District.

2.30 Owner

The person owning the property, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or building under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.

2.31 Permanent Service

A service which, in the opinion of the District is of a permanent and established character. The use of the sewer may be continuous, intermittent or seasonal in nature.

2.32 Permit

Any written authorization required pursuant to this or any other regulation of the District for the installation of any treatment works.

2.33 Person

Any human being, individual, firm, company, partnership, association, or private or public or municipal corporation, the United States of America, the State of Nevada, a district, any political subdivision, governmental agency and mandatory thereof, or any other legal entity.



2.34 **Premises**

All that real property of a single integrated operation under one name which operation may involve one or more buildings, locations or services, provided: (a) such buildings, locations, or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening public highways, streets, alleys, or waterways.

2.35 **Private Sewer**

A building sewer which receives the discharge from one (1) or more building drain and conveys it to a public sewer, private sewer disposal system, or other point of disposal.

2.36 **Private Sewer Delivery System**

That portion of any sewer beginning at the plumbing or drainage outlet of any building or industrial facility and running to and including the point of connection to the public sewer or to a private sewer disposal system.

2.37 **Publicly Owned Wastewater Treatment Plant/Treatment Plant**

Any arrangement of devices and structures used for treating wastewater. The treatment plant and related works shall be designed and operated in compliance with pertinent State of Nevada statutes, rules, regulations and permits.

2.38 **Sanitary Sewer**

A sewer which carries wastewater and to which storm, surface and ground waters are intentionally excluded.

2.39 **Service Classifications**

Shall be defined as follows:

- A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.

- B. **Domestic Service:** Service to a residential Customer. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.



- C. **Mixed Use Service:** Mixed use service has commercial and residential services. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service
- D. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).
- E. **Single Family Residential Unit:** A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

- E. **Multi-Family Residential Unit:** The place of residence of a single family dwelling within a multi-unit complex, Common Interest Community, mixed use service with greater than 50% square footage of residential area or Condominium Hotel. The single family dwelling premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes. Clubhouses, poolhouses, restaurants and similar facilities that are part of a multi-unit complex, Common Interest Community, or Condominium Hotel will be counted as additional units for billing purposes in determining base rates.

2.40 Service Connection

The point of connection is where the customer's –building sewer connects with the District's sewer main, including all components to make the connection to the District's sewer main. The District's sewer main may be located in an easement or public right-of-way. The customer owns the sewer service connection.

2.41 Service Size for Billing Purpose

Sewer service size for billing purposes shall be based on the water service size for billing purposes as established in Ordinance 4, Water Ordinance.

2.42 Sewer Main

A pipe or conduit for carrying wastewater.

2.43 Storm Sewer

A sewer which carries storm surface, ground, and clear water.

2.44 Storm Water

Water or rainfall or other precipitation which drains from the ground or other catch basin during or following a storm.



2.45 Variable Cost

That portion of the monthly billing used to pay for the variable costs of service. Variable cost is calculated based on water use.

2.46 Waste

The solid, liquid, or vapor components of wastewater that may be discharged into the sewer system.

2.47 Wastewater

The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present.

ARTICLE 3 - GENERAL RULES

3.01 Rules and Regulations

The following rules and regulations respecting sewer construction, disposal of wastewater, and connection to the treatment works of the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

3.02 Purpose

This ordinance is intended to provide rules and regulations for the use and construction of sanitary sewer facilities hereafter installed, altered or repaired within the District.

3.03 Violation Unlawful

Following the effective date of this ordinance it shall be unlawful for any person to connect to, construct or install or provide, maintain or use any other means of wastewater disposal from any building in the District except by connection to a public sewer in the manner as in this ordinance provided, except as herein otherwise provided.

3.04 Protection from Damage

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District treatment works. Any person violating this provision shall be subject to the penalties provided by law, and shall be responsible for the cost of repair.

3.05 Violation

Any person found to be violating any provision of this or any other ordinance, rule or regulation of the District, except Article 3.08 hereof, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) working days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the Inspector of any defect arising



in any sewer or of any violation of this ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. Amounts. Violations of these Regulations shall be subject to civil monetary penalties established a) by applicable Nevada law, b) by applicable rules and regulations of the Nevada Department of Environmental Protection and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. Continuing Violations. For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

3.06 Notices to Customers

Notice from the District to a Customer will normally be given in writing, and either delivered by hand, electronically or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.07 Notices from Customers

Notice from the Customer to the District may be given by him or his authorized representative in writing to the District's office.

3.08 Public Nuisance

Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this or any other ordinance, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.

3.09 Disconnection

As an alternative method of enforcing the provisions of this or any other ordinance, rule or regulation of the District, the Director of Public Works shall have the power to disconnect the user from the sewer mains or water mains, or both, of the District. Upon disconnection, the Inspector shall estimate the cost of disconnection from and reconnection to the system and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system. The Inspector shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

3.10 Means of Enforcement Only

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

3.11 Liability for Violation

Any person violating any of the provisions of the ordinances, rules or regulations done under the provisions of the District shall become liable to the District for any expense, loss or other damage occasioned by the District by reason of such violation.

3.12 Permits and Fees

No public sewer, private sewer delivery system or other sewerage facility connected or to be connected to the treatment works of the District shall be installed, altered or repaired within the District until a



permit for the work has been obtained and all fees paid in accordance with the requirements of Article 12 of this ordinance.

3.13 Responsibility for Loss or Damage

- A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied.
- B. The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by steam, hot water, chemicals, electrical connections, grease sewer overflow or back-ups, etc.
- C. Contractors, Owners' agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement, or other compensation resulting from such damages.
- D. The District assumes no responsibility for loss or damage due to sewage backup or overflow. The District merely agrees to furnish such capacity in its general collection system as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services; however, the District shall not be liable for shutdown or variations to the system that occurs without prior notice by the District.

3.14 Uniform Plumbing Code/ IAPMO

The following Uniform Plumbing Code provisions are made part of this ordinance.

- A. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.
- B. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

ARTICLE 4 - SEWER DEPARTMENT

4.01 Creation

A sewer department is hereby created comprised of the Board, General Manager, and the Director of Public Works.

4.02 General Manager

The General Manager shall have full charge and control of the maintenance, operation and construction of the sewer works and system. He shall have full power and authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall fix and alter the compensation of employees and assistants subject to approval by the Board. He shall have charge of all employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to it in accordance with the rules and regulations adopted by it.



4.03 Director of Public Works

The position of Director of Public Works is hereby created. He shall have charge of the Utilities of the District. This shall include all maintenance, operation and construction of the sewer works, and billing for and collecting of service and connection charges. He shall perform such other duties as shall be determined by the General Manager.

A. Duties.

- (1) The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.
- (2) He shall regularly inspect all facilities related to the District sewer system, to see that they are in good repair and proper working order, and to note violations of any sewer regulations. He shall also perform the duties of sewer inspector.
- (3) He shall set the design criteria for and provide approval of public and communal sewer systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.

B. Violation, Repairs. He shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to users pending action by the General Manager.

C. Supervision. He shall supervise all repair or construction work authorized by the Board or General Manager, and perform any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections

The District shall perform inspections on all utility and residential construction within the District to assure compliance with IVGID standards and specifications. All existing residential, commercial and industrial establishments are subject to inspection for proper operation of grease traps, interceptors, pre-treatment devices and etc. Inspection of existing devices shall be scheduled in accordance with District policy with the property owner or property agent. If the property owner or property agent refuses access, Article 4.07 of this ordinance shall apply.

4.05 Performance of Duties

The foregoing duties of the Director of Public Works may be performed by the General Manager or by a designated employee(s), as the General Manager may direct, so long as those decisions or actions that require professional engineering judgment are performed by a registered Professional Engineer.

4.06 Consolidations

Any of the foregoing offices may be consolidated, one with the other, or with other offices of the District.



4.07 Consequences of Denial of Entry or Access

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with Article 4.4, above, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 14, Billing and Collection and Article 15, Discontinuance of Service. Termination based on these sections shall be treated as a termination for refusal of access under said Article 4.

4.08 Violation

Any person found to be violating any provision of this or any Ordinance, rule or regulation of the District, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of their agents or employees done under the provisions of this or any other Ordinance, rule or regulation of the District. Upon being notified by the Inspector of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statutes or administrative code, b) Nevada Environmental Protection Division and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED

5.01 Disposal of Wastes

It shall be unlawful for any person to place, deposit, or permit to be deposited upon public or private property within the District, or in any area under the jurisdiction of the District, any human or animal excrement, garbage or other objectionable waste.

5.02 Treatment of Wastes Required

It shall be unlawful to discharge into any stream or watercourse any sawdust, pulp, oils, rubbish, filth, industrial waste or poisonous or deleterious substances which affect the health of persons, fish or livestock, or render such waters unpalatable or distasteful, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this ordinance.

5.03 Unlawful Disposal

Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of wastewater.

5.04 Occupancy Prohibited

No building, industrial facility or other structure shall be occupied until the Owner of the premises has complied with all rules and regulations of the District.



5.05 Sewer Required

The Owner of any building or structure to be inhabited by humans, situated within the District, is hereby required at his expense to connect said building directly with the public sewer of the District, in accordance with the provisions of this ordinance.

- A. **Manner of Connection and Service.** Prior to any connection to the public sewer, an approved permit for such connection shall be obtained and all fees paid in full for such connection.
- (1) A condition for obtaining a permit shall be the approval of plans and specifications for the works to be served and conformance with the District's requirement for construction of utilities for single family dwellings and small commercial projects.
 - (2) No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.
 - (3) In all buildings in which the plumbing system is too low for gravity flow to the public sewer, wastewater carried by the building drain shall be lifted by pump or other means approved by the District and discharged to the Public Sewer at the expense of the Owner.
 - (4) Buildings served by private sewer delivery systems with the lateral connection below the manhole rim of the immediate upstream manhole of the public sewer shall provide at the Owner's expense such protective devices as an approved backwater valve in the private sewer delivery system as may be necessary to protect Owner against flooding. The District shall not be responsible for any damages from flood or damages caused by flow to Owner's buildings or property regardless of whether such facilities are located below the hydraulic grade line of the Public Sewer.
- B. **Protection of Excavation.** All excavations for sewer installations shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, easements and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or other person or agency having jurisdiction.
- C. **Approval of Private Sewer Delivery System.** Prior to any service, a representative of the District shall inspect the connection to the public sewer system, and prior to covering the private sewer delivery system shall determine compliance with approved plans and District specifications before authorizing any service. Noncompliance with plans or specifications shall be corrected prior to any service by the District.

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE

6.01 **Application**

- A. Each Applicant for service shall be required to sign, on a form provided by the District, an application which will set forth:
- (1) Date and place of application.



- (2) Location of premises to be served. Size, location, the number and kinds of fixtures, the quantity and wastewater characteristics to be served.
- (3) Date Applicant will be ready for service.
- (4) Whether the premises have been heretofore provided with sewer service by the District.
- (5) Purpose for which service is requested.
- (6) Name and address to which bills are to be mailed or delivered.
- (7) Whether Applicant Signatory is record owner of the premises to be served or his authorized agent.
- (8) Rate schedule to be applied (where optional rates are in effect).
- (9) Other such information as the District may reasonably require.
- (10) Proof of approved sewer testing, as required.

B. The application or the depositing of any sum of money by the Applicant shall not require the District to render service until the expiration of such time as may be reasonably required by the District to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by the District to install the required service facilities.

6.02 Forms of Application

A property owner or his agent shall make an application for regular sewer service on the form provided for its intended use.

6.03 Undertaking of Applicant

Such application will signify the Customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular sewer service and to make payment for sewer service required.

6.04 Individual Liability for Joint Service

Two or more persons owning the same property who join in one application for service shall be jointly and separately liable for payment of bills and shall be billed by means of single periodic bills.

6.05 Change in Customer's Equipment or Operations

Before a customer makes any material change in size, or operation resulting in significant increase in volumes or wastewater characteristics, or extent of the equipment or operations for which the District's service is utilized shall immediately file with the District a new application for additional service.

6.06 Special Cases

The District will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive or special investment in facilities or whose requirements for service are of a special nature.



6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments

An application will not be honored unless payment in full has been made for sewer and other services previously rendered to the Applicant by the District, and unless all special assessments, ad valorem taxes, recreational revenue charges, and assessments on the parcel of land to be served are paid current.

6.08 Establishment of Credit

Each Applicant applying for service may be required to establish credit, which will be deemed established upon qualifying under any one of the following:

- A. Applicant owns the premises for which service is requested.
- B. Applicant makes the deposit prescribed in Article 6.09.
- C. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.
- D. Applicant has been a Customer of the District and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been posted for or disconnected for nonpayment thereof.

6.09 Re-establishment of Credit

In the event an Applicant was previously a Customer of the District and the District discontinued service during the last twelve (12) consecutive months of that prior service for nonpayment of bills, the Applicant shall be required to pay any unpaid balance due the District for the premises previously served and may be required to reestablish credit by making the deposit prescribed in Article 6.10.

6.10 Amount to Establish or Reestablish Credit

The amount of the deposit shall be at the discretion of the District and is subject to change if found to be insufficient, but will not be required to be greater than three months estimated bill.

6.11 Applicability to Unpaid Accounts

The District shall first apply all deposits, toward the satisfaction of the unpaid bill(s) of the Applicant.

6.12 Return of Deposits

Upon discontinuance of service, the District will refund the balance of the Customer's deposit in excess of unpaid bills for that service for which the deposit was made.

6.13 Connection to System Required Within 540 Days of Application

Any application that has been accepted by the District may be considered vacated if the Applicant fails to commence construction and connection to the District's sewer system within 540 days of such acceptance. The fees collected for such application shall be returned to the Applicant upon written request, and a new application and payment of fees will be required before service will be provided. No fees will be refunded after connection.



6.14 Changes in Use or Uses of Served Property

Any changes in the use or uses of properties served by regular sewer service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service, modifying a residence to accommodate more single family units than were approved or such other changes that would similarly change the character of the building. Such changes in use shall be subject to the Connection Charges, Sewer Capital Improvement Charges and Sewer Service Charges, as contained in Articles 6, 13 and 14 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be subject to the corrective measures contained in Article 15.2 of this ordinance.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

6.15 Connection Charges

The following charges are hereby established and shall be collected at the time of issuing the permit for a sewer connection. Connection fees shall be charged at the rate in effect on the day of application for a Washoe County Building Permit. Connection(s) not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Previously paid connection fees for service are non-refundable in all situations including reversion to acreage. Payment of connection fees constitutes acceptance of a new service connection application by the District.

- A. **Units Inside of District.** Sewer connection fees are based on water service size for billing purposes and shall be charged as shown in the current Schedule of Service Charges. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed used service that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).
- B. **Units Outside of District.** Persons desiring connection of property located outside the District to the sanitary sewer system of the District shall pay to the District a connection charge at the rate of one and one-half (1-½) times the charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
- C. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter sewer connection fees shall be charged equal to the fee for the upgraded meter size as described in Item A above minus the sewer connection fees for the existing water meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.
- D. **Plan Check Fee.** Any person requiring approval of plans by the District, or desiring plan checking, shall pay to the District a plan checking fee as shown in the current Fee Schedule.



Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for water, sewer, trash and irrigation concurrently. A plan check fee may be changed from time to time at the discretion of the Director of Public Works.

ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED

7.01 Application

Any Owner of one or more lots or parcels, or sub-divider of a tract of land, desiring the extension of one or more mains to serve such property, and/or for any capacity enhancement of existing facilities shall make a written application therefore to the District, such application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by District, and be accompanied by a map showing the location of the proposed connection. Costs of surveys or engineering services to determine location of lines or the costs of extensions and/or capacity enhancement shall be borne by the Applicant.

7.02 Investigation

Upon receipt of an application for a main extension, the District Engineer shall make an investigation and survey of the proposed extension and/or capacity enhancement and shall report his findings to the Board, including the estimated cost thereof.

7.03 Ruling

The Board shall thereupon consider the application for main extension and the report thereon and after such consideration reject or approve it.

7.04 District Lines

All sewer main extensions and/or capacity enhancement shall be in accordance with the Incline Village General Improvement District Sewer Regulations Ordinance, and shall be and remain the property of the District.

7.05 District Extension

The District will direct all main extensions and/or capacity enhancement authorized by it.

7.06 Determination

The cost of such extension shall be borne by the Applicant, subject to the refund agreement provided in Article 7.7, following, unless the Board determines it is in the best interest of the District to advance such costs.

7.07 Refund Agreement

In the event that the Applicant is required to bear the cost of the main extension, the District shall require any record owner who subsequently applies for a permit to connect to said main extension during the first ten (10) years of its existence to pay his pro rata share of the costs of its construction, as determined by the District Engineer. The amount so advanced to the District by the above-referenced record owner shall be paid by the District to the original applicant.



7.08 Extension by Customer

In special cases where extension of the District's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the District, Customer may lay service pipe, at his own expense, from point of use to point of connection where a tap can be made directly to the District's then existing main.

7.09 Point of Connection

In such cases, the District shall be obligated to provide service at the point of connection to its collection lines only, and Customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and all components to make the connection and the flow therein.

7.10 Additional Components Required

If additional components, including but not limited to a sewer pump, should be required in Customer's service line to provide adequate Customer service, beyond that normally provided by the District at point of connection of Customer's service line to the District's main, Customer shall provide, operate, maintain and replace such components, all at his own expense.

7.11 No Obligation by District

The District shall at no time in the future be required to lay additional public sewer beyond the original point of delivery to provide service to said Customer or others supplied through said Customer's service.

7.12 All Costs to be Borne by Customer

Original Customer shall pay all charges for service provided through his service connection, at the point of connection to the public sewer.

ARTICLE 8 - PUBLIC SEWER

8.01 Extensions

The District shall make extensions along streets, alleys, lanes, roads, common areas, and easements cut by established grades, and/or make alterations in its existing facilities in accordance with these rules and regulations, provided such extensions are located within the service area of the Incline Village General Improvement District.

- A. Extensions of collection lines and appurtenances to provide service to an Applicant will be made at Applicant's expense.
- B. The cost of the extension and appurtenances will be based on the size of collection lines consistent with the service requirement specified by the District.
- C. The size, type, quality of materials, and their location will be specified by the District. Construction will be by the District or other authorized agency or contractor.
- D. All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Applicant. The Owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.
- E. Extensions and/or capacity upgrade financed by the Applicant shall be prorated to the number of possible users along the extension, and when any connection is made for which an advance



has been made by an Applicant, then that portion used by another shall be refunded to the Applicant making the advance.

- F. Refunds shall not be made to any Applicant exceeding the amount of the original advance. Upon termination of a ten (10) year period, any balance remaining of the advance shall become the property of the District.
- G. All main extensions will become the property of the District immediately upon completion of construction and verification by the District of compliance with all rules, regulations and specifications required by the District and be operated and maintained by the District at its own expense.
- H. Acceptance criteria shall include, but not be limited to the following:
 - (1) Submittal to the District of a written application by record owner, or duly authorized agent acting on behalf of the owner, requesting a main line extension. This application shall contain the legal property description, Assessor's Parcel Number, map or plan showing proposed extension and connection, easements or rights of way to be granted or procured,
 - (2) Completion of the form established for the purpose intended for the extension of main lines,
 - (3) Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,
 - (4) Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,
 - (5) Completion of all required testing to the satisfaction of the District, and
 - (6) Completion of all appropriate legal documentation incidental to the transfer of ownership to the District;
- I. All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.
- J. District approval shall be based on compliance with all District ordinance rules, regulations and policies.
- K. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS

9.01 Permit Required

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer, building drain or building sewer; and appurtenances thereto or perform any work on any lateral or building sewer without first obtaining a written permit from the District. Any new construction, addition, remodel or demolition requiring issuance of a Washoe County building permit shall require written approval and final acceptance by a District Inspector.



9.02 Construction Requirements

Construction of building sewers and private sewer delivery systems shall be in accordance with the requirements hereof.

9.03 Size and Slope

Size and slope shall be in conformance with the District specifications and the currently adopted version of the Uniform Plumbing Code sections.

9.04 Separate Sewers

No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.

9.05 Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found to meet all requirements of the District. The Inspector must approve their use.

9.06 Cleanouts

Cleanouts shall be provided and maintained in the building sewer at a location three feet outside the foundation wall of the building. They shall also be provided and maintained at any change of direction of 90° or aggregate thereof, and where the building sewer crosses the property line. All cleanouts shall be maintained water tight, with a plug enclosure constructed entirely of plastic or nylon, no makeup of this plug shall be constructed of metal materials. The cleanout shall be covered by a concrete box with a steel lid marked sewer set to finished grade. Additional cleanouts may be required at the discretion of the District.

9.07 Individual Sewage Pump Stations

In all buildings in which the plumbing system is too low to permit gravity flow to the public sewer, domestic wastewater carried by the building sewer shall be lifted by artificial means, approved by the Inspector, and discharged to the Public Sewer at the expense of the owner. A ball check or other backwater device shall be installed and maintained by the customer in building sewers serving fixtures at a lower elevation than the overflow of the sewer to which it discharges. The District reserves the right to have sewer pump stations inspected and tested when deemed by the Director of Public Works to be a potential hazard to public health or the environment. The District shall determine the inspection and testing frequency.

9.08 Service Connections

- A. The District will authorize Customer to extend and connect Customer's private sewer disposal system to the District's main or wye branch at Customer's expense.
- B. Building sewer connection to private sewer disposal system shall be made in accordance with IVGID requirements to construct water and sewer and private communal utility systems.



- C. Building sewers shall not be constructed prior to District verification of existing connection to public sewer.
- D. The costs incurred for the construction of the above connection shall be the responsibility of the record owner requesting such and the connection shall be at the location specified by the District.
- E. All water and sewer testing is required to comply with Federal, State and local regulations, laws or ordinances and shall be at the expense of the Applicant.
- F. When in the opinion of the Director of Public Works there is danger of sewer backup from the public sewer, similar backwater devices must be installed and maintained at the owner's expense.

9.09 Backflow Prevention Devices

The District may refuse or discontinue service to any premises where a cross-connection to a source of water supply exists. Until a backflow prevention device is installed in compliance with provisions of Ordinance Number 4, Article 16, the District shall not be required to begin or continue service.

9.10 Maintenance

The District will not be responsible for the installation and maintenance of the sewer or waste lines beyond the point of connection of the private sewer delivery system to the public sewer (reference Article 9.11, below). It shall be the owner's and/or customer's responsibility to verify that fixtures and piping conform to the requirements of all State, County or Municipal ordinances, laws and regulations and be properly maintained.

9.11 Connection to Public Sewer

- A. **Connection point.** The connection of the Building Sewer and private sewer delivery system into the Public Sewer shall be made at a point where the Building Sewer intersects the property line if such Building Sewer is at a location acceptable to the District. All building sewers, in service or abandoned, are the responsibility of the property owner up to the point where the building sewer meets the main in any street or easement, including the connection point and all components. Abandoned sewer laterals shall be capped or removed so that they are no longer hydraulically connected to the sewer main.
- B. **Location:** The location of all sewer connection points shall be approved by the District.
- C. **Installation Standards:** The connection to Public Sewer shall be installed in accordance with all rules, regulations and standards of the District's Requirements to Construct Sewer and Water Service Lines.
- D. **Connection Point:** All building sewers are the responsibility of the property owner to the connection at the main sewer in any public way or easement, including all components to make the connection.

9.12 Protection of Excavation

All excavations for sewer installations shall be adequately guarded with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the



course of the work shall be restored in a manner satisfactory to the District and the County or any other person having jurisdiction thereunder.

9.13 Maintenance of Building Sewer

- A. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.
- B. It is unlawful for any record owner of a house, building or property connected to a public sewer to maintain the private sewer delivery system or building sewer in a condition that is incapable of passing a test as specified in Section 9.14. Sewers are to be maintained free of defects that could potentially result in reduction of flow capacity, increase potential of overflows, or allow the infiltration of ground and/or surface waters into the sewer.
- C. All private sewer delivery systems and building sewers, including lines serving residential, multiple residential and commercial connected to a public sewer shall be cleaned and tested as specified in Section 9.14 prior to completion of the following events:
 - (1) Remodel or addition to a house, building or property served.
 - (2) Installation or deletion of additional plumbing fixtures, building or property served.
 - (3) Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
 - (4) Repair or replacement of all or part of the building sewer or private sewer delivery system.
 - (5) Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.
- D. The record owner of any house, building or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in accordance with District policy for the inspection of the testing and cleaning. If conducted without such notice it shall not satisfy the requirements of this section. The Customer shall be liable for damages if lateral cleaning causes a sewage backup downstream as a result of materials dislodged by the cleaning operation. An inspector of the District shall be required to be on-site
- E. The Director of Public Works shall have the authority to waive the cleaning and testing requirements if testing was performed within a prior ten year period and the Director of Public Works determines that such testing is not necessary.
- F. In the event that cleaning, testing, repair or replacement is required at a time when weather conditions or excavation restrictions prohibit such repairs, the Director of Public Works may defer completion of the requirements until such date as agreed upon between the record owner and the District. If the test is deferred, the record owner shall post a performance bond with the District in an amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the building sewer or private sewer delivery system. In such an event, the testing requirements shall be completed by June 15 of the following year.
- G. If the property is being sold and weather conditions or excavation restrictions prohibit testing, the record owner shall escrow funds in the amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the private sewer delivery system. Funds held in escrow will not be released without written notice by the District to the title company holding such funds. If the testing requirements are not completed by the time set by the ordinance, the funds held in escrow shall be released to the District. The funds shall be used by the District for physical disconnection, testing, repair or replacement of the private



sewer delivery system. Should such costs exceed the amount held in escrow, the difference shall be billed to the record owner.

- H. In the event a private sewer delivery system or building sewer does not meet the standards set forth in Article 9.11, Subsection D and Article 9.14, the record owner shall complete corrective work and testing shall be performed within thirty days from the date of the original test.
- I. A State of Nevada licensed contractor shall be responsible for the performance of all work connected with the cleaning and testing of private sewer delivery systems. If the record owner chooses to perform the cleaning and testing, he may do so by obtaining authorization from the District and by posting a bond in the amount specified in the current Fee Schedule. Contractors and owners must post a certificate of insurance with the District showing property damage and public liability in an amount satisfactory to the District.

9.14 Testing

Testing shall be conducted in accordance with the most current adopted edition of the Uniform Plumbing Code, Washoe County ORANGE BOOK, and/or the District's "Requirements to Construct Water and Sewer". In the case of conflicting requirements, the District requirements shall prevail.

9.15 Modification of Time-Frame

Modifications of the time-frames in Article 9.13 shall be at the discretion of the Director of Public Works.

ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

10.01 Permit Required

No person shall construct, extend or connect to any Public Sewer without first obtaining a written permit from the District and paying all fees and connection charges and furnishing bonds as required. The provision of this section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District except as provided in this ordinance.

10.02 Plans, Profiles and Specifications Required

The application for a permit for Public Sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District, prepared by a Registered Nevada Civil Engineer, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.

10.03 Easements or Rights-of Way

- A. In the event that an easement is required for the extension of the Public Sewer or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance,



and all costs of removing, repairing or replacing land surfaces, paving, landscaping or other occupancies shall be charged to the property record owner.

- B. In order to preserve the health, safety and welfare of the residents of the District, and in order to comply with the Environmental Protection Agency's Safe Drinking Water Act/Surface Water Treatment Rule and the Clean Water Act and the intents and specifications thereof, the District requires and shall be allowed open and continuous access by its personnel over, across, through, and under all easement locations for normal and emergency operation of the District-wide infrastructure.
- C. Types of obstructions restricted within easement areas include:
 - (1) Residential site improvements, such as landscaping, lawn, flower beds, gardens, irrigation systems, outbuildings, secondary residences, fences, walls, gazebos, paving, and other site improvements and ancillary improvements associated therewith.
 - (2) Primary residence, multi-family, commercial, industrial, public, special use buildings and lands and such ancillary improvements associated therewith, such as decks, carports, pools, gazebos, spas, parking and paved accesses, carports and garages, fences and detached outbuildings.
- D. All natural and constructed obstructions in aforementioned rights of way shall be subject to the provisions set forth herein.
- E. All new construction remodeling, restoration and further development on any parcel shall incorporate the provisions as set forth herein.

10.04 Mitigation of Encroachments onto Easements and Rights of Way

The District may accommodate, by means of direct negotiations leading to the execution of an encroachment agreement, extenuating circumstances where conditions of clear necessity or historical occupation or use are present. Absent explicit language to the contrary, by entering into any encroachment agreement, the District does not surrender a claim to title nor control of operations; furthermore, absent explicit language in the encroachment agreement to the contrary, the District shall not incur any additional cost by reason of existing or constructed privately owned improvements.

10.05 Persons Authorized to Perform Work

Only properly licensed contractors shall be authorized to perform the work of Public Sewer construction within the District. The District will not accept dedication of any public sewer construction, or portions thereof, unless the construction has been performed by the holder of a Class A contractor's license issued by the Nevada State Contractor's Board. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the Contractor. The requirements of this section shall apply to building sewers and private sewer delivery systems installed concurrently with Public Sewer construction.

10.06 Grade Stakes

Grade and line stakes shall be set by a licensed State of Nevada Land Surveyor prior to the start of work on any Public Sewer construction. The Contractor shall be responsible for accurately transferring grades to grade bars and sewer invert.



10.07 Compliance with Local Regulations

Any person constructing a Sewer within a street shall comply with all State, County or city laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, back filling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

10.08 Protection of Excavation

The Applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a Sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the Sewer. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and the County or any other person or entity having jurisdiction thereunder.

10.09 Design and Construction Standard

- A. Minimum standards for the design and construction of Sewers within the District shall be in accordance with the District's "Requirements to Construct Water and Sewer" and Ordinance rules and policies heretofore or hereafter as amended by the District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
- B. Record, "as-built" drawings showing the actual location of all mains, structures, wyes and building sewers or private sewer delivery systems shall be filed with the District before final acceptance of the work.

10.10 Completion of Sewer Required

Before any acceptance of any sewer line by the District and prior to the admission of any wastewater into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the most recently adopted edition of the Uniform Plumbing Code, Washoe County Orange Book, and/or the District's "Requirements to Construct Water and Sewer", and to the satisfaction of the District Engineer.

ARTICLE 11 - USE OF PUBLIC SEWERS

11.01 Drainage into Sanitary Sewers Prohibited

No leaders from roofs, no surface drains for rainwater, or no underdrains for foundations or paved surfaces shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water, groundwater or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

11.02 Combined Sewers

No combined sewer or storm sewer shall be connected to the District's treatment works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Director of Public Works.



11.03 Required Use of Grease Interceptors, Interceptors and Separators

Grease interceptors, interceptors and separators shall be required when and where necessary for the removal of grease, oil, sand, garbage, flammable wastes or other waste components not typically present in wastewater. No such device shall be required for residential service. Grease interceptors, interceptors and separators and sampling pits shall be constructed to prevent any bypass of matter prohibited in the wastewater system.

- A. **Capacity:** Grease interceptors, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Grease interceptors, interceptors and sand/oil separators shall be a minimum capacity as specified in the Uniform Plumbing Code and shall meet the District's "Requirements for Construction of Water and Sewer".
- B. **Grease Interceptors.** Grease interceptors shall be installed for establishments where food is prepared or other establishments where grease is introduced into the drainage or sewage system in quantities that can effect sewer mains, effect wastewater treatment or have other negative impacts on the sewer system. Grease interceptor Plan Requirements: Plans submitted to the Washoe County Building Department for permitting grease interceptors shall include the following:
 - (1) The design, operation and sizing of all interceptors shall be performed by a licensed engineer using the formula from the most recent District-adopted UPC, as specified in Appendix H, Section H 901.0.
 - (2) No food waste disposal unit or dishwasher shall be connected to or discharge into any interceptor unless specifically designed for this function.
 - (3) Hydromechanical grease interceptors are not permitted.
- C. **Service Log:** The owner or operator of the establishment or business conducted on the premises where the grease trap or interceptor and/or sand/oil separators are located shall maintain a log describing the date and type of all service and maintenance performed in connection with the grease trap or interceptor and/or sand/oil separator, the identity of the person who performed the service or maintenance, the amount of residue removed from the grease trap or interceptor and/or sand/oil separator on each date, the method of disposal of the residue, and copies of the receipts for service. The log entries shall be maintained for twelve months, along with photocopies of receipts for service, and shall be made available for inspection and copying by the District representative. The schedule for service and maintenance of a grease trap or interceptor and/or sand/oil separator shall be subject to approval by the District.
- D. **Prohibitions:** The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor is prohibited.
- E. **Inspections:** The District may determine frequency of inspections. If upon inspection, it is determined that the prescribed maintenance/cleaning has not been performed, a District representative shall be scheduled in advance by the owner/agent to inspect the subsequent maintenance/cleaning. Inspections may be billed in accordance with the current Fee Schedule.

11.04 Limitations on the Use of Garbage Grinders

Waste from garbage grinders shall not be discharged into District wastewater facilities except when the wastes are generated in preparation of food normally consumed on the premises and the grinders shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the wastewater facilities, and to a size not to exceed one-half inch in any dimension. Garbage grinders



shall not be used for grinding plastic, paper products, inert materials or garden refuse. No garbage grinders shall discharge into a grease trap.

11.05 Maintenance of Pretreatment Facilities

All devices shall be so located as to be readily and easily accessible for cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the Owner, at their expense, in continuously efficient operation at all times. Any maintenance costs incurred by the District to remove grease, sand, oil, or other non-approved waste from mains may be billed to the Owner.

11.06 Preliminary Treatment of Wastes

The admission into the public sewers of any waste containing any quantity of substance having characteristics described in Articles 11.08 and 11.09 hereof, shall be subject to special rates and such conditions as public sewer system requires to treat and dispose of the special waste discharge. Where necessary, this may include increase in rate from that for normal residential waste, or such treatment as necessary prior to discharge into the sewer system and the complete exclusion of certain wastes inimical to the treatment process.

- A. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District and no construction of such facilities shall be commenced until said approvals are obtained in writing.

11.07 Measurements and Tests

All measurements, tests and analysis of the characteristics of wastes shall conform to accepted practice, and be performed according to Standard Methods for Wastewater Examination. An acceptable sampling point, apparatus, and control manhole may be required to determine waste characteristics. All tests and sampling shall be at the expense of the Applicant. The manhole, if required, shall be installed by the Owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. In the event that no special manhole is required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

11.08 Types of Wastes Prohibited

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- B. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- C. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with proper operation of the treatment works.
- D. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.



- E. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the wastewater treatment plant.
- F. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.
- G. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- H. Any septic tank sludge.
- I. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolytic process).

11.09 Limitations on Wastewater Strength

No person shall discharge wastewater containing constituents in excess of:

PARAMETER	MAXIMUM
5-Day biochemical oxygen demand	200 mg/l
Total suspended solids	350 mg/l
Volume of flow	2% of District flow
Temperature	150°f
Fats, oils, grease	100 mg/l
Wastewater pH	Between 5.5 - 9.0

PESTICIDES/HERBICIDES	MAXIMUM
Total chlorinated hydrocarbons	0.0050 mg/l
Chlordane	“
Lindane	“
Heptachlor	“
Methoxychlor	”
2-4D	“
2-4-5T	“
Parathion	0.0016 mg/l
Malathion	0.0040 mg/l
Guthion	“

CONSTITUENT	MAXIMUM
Arsenic	4.00 mg/l
Barium	2.00 mg/l
Boron	1.0 mg/l
Cadmium	0.01 mg/l
Chromium	0.50 mg/l
Copper	0.50 mg/l
Cyanide	0.23 mg/l
Iron	25.00 mg/l
Lead	0.30 mg/l
Manganese	0.70 mg/l
Mercury	0.01 mg/l
Nickel	1.80 mg/l
Selenium	0.04 mg/l
Silver	0.05 mg/l
Sulfate	240.00 mg/l
Zinc	1.00 mg/l
Phenol	0.05 mg/l
Alkali	430.00 mg/l
Chloride	110.00 mg/l
Fluoride	4.00 mg/l

11.10 Swimming Pools

It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in the manner specified herein. If the water is discharged by pumping, the rate of flow shall not exceed a discharge flow rate approved by the District. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved air gap to preclude any possibility of a backflow of wastewater into the swimming pool or piping system. No discharge of the contents of a swimming pool into a sanitary sewer shall be made until a permit therefore has been obtained from the District. Such discharge shall be made only at the time and in the manner specified by the District or its authorized representatives and subject to the rules and/or regulations of the District on a case by case basis.



11.11 Limitations on Point of Discharge

No person shall discharge any substances directly into a manhole or other opening in a community sewer other than through an approved building sewer unless he has been issued a permit by the Director of Public Works. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Director of Public Works.

11.12 Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments

No person shall discharge to the public sewer by means of sewer line cleaning equipment as a scheduled maintenance operation or under emergency conditions without first contacting the District Utilities Department. In all cases a means of extracting solid material from the District mains at a manhole shall be required. Acceptable means of extraction shall be by trapping, vacuum equipment or other appropriate means, as approved by the District Engineer. Notification shall be provided in accordance with District policy, of any cleaning activity for an onsite inspection by the District.

ARTICLE 12 - PERMITS AND FEES

12.01 Permit Required

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenances or perform any work on any building sewer without first obtaining a written permit from the District.

12.02 Application for Permit

- A. Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Washoe County Building Department for that purpose. He shall give a description of the character of work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Inspector may require plans, specifications or drawings and such other information as he may deem necessary.
- B. If the District determines that the plans, specifications, drawings, description or information furnished by the Applicant is in compliance with the ordinances, rules and regulations of the District, the Washoe County Building Department shall issue the permit applied for upon payment in full of the required fees to the District as hereinafter fixed.

12.03 Compliance with Permit

After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the sewer, the grade, materials or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the District, the Inspector or other authorized representative of the District.

12.04 Agreement

The Applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the District, and with the plans and specifications he has filed with his application, if any, together with such corrections or modifications as may be made or permitted by the District, if any. Such agreement shall be binding upon the Applicant and may be altered only by the District upon the written request for the alteration from the Applicant.



12.05 All Work to be Inspected

All sewer construction work, building sewers, plumbing and drainage systems shall be inspected by an Inspector acting for the District to insure compliance with all requirements of the District. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the District's public sewer until the work covered by the permit has been completed, inspected and approved by the Inspector. If the test proves satisfactory, and all construction work is in compliance with all applicable rules and regulations of the District, and the sewer has been cleaned of all debris accumulated from construction operations, the Inspector shall issue a certificate of satisfactory completion.

12.06 Notification

It shall be the duty of the person doing the work authorized by permit to notify the office of the District, in writing, that said work is ready for inspection. Such notification shall be given in accordance with District policy before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.

12.07 Correction of Work

When any work has been inspected and the requirements are not met, the District shall deliver a written correction notice to that effect to the record owner of the premises or his authorized agent, instructing the record owner to repair the sewer or other work authorized by the permit in accordance with the ordinances, rules and regulations of the District.

12.08 All Costs Paid by Owner

All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Owner and shall be in addition to all fees and service charges provided for in the Sewer Ordinance of the District. The Owner shall indemnify the District against any loss or damage that may directly or indirectly be occasioned by the work.

12.09 Outside Sewers

Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District unless a permit therefore is obtained. The Applicant or other person recognized by the District shall first enter into a contract, in writing, whereby he shall bind himself, his heirs, successors and assigns to abide by all ordinances, rules and regulations in regard to the manner in which such sewer shall be used, the manner of connecting therewith, and the plumbing and drainage in connection therewith and also shall agree to pay all fees required for securing the permit and monthly fee in the amount set by the District for the privilege of using such sewer.

12.10 Permit Optional

The granting of such permission for an outside sewer in any event shall be at the sole discretion of the Board.

12.11 Special Outside Agreements

Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the Applicant and the District.



12.12 Street Excavation Permit

A separate permit must be secured from, the County, or the State, or any other person having jurisdiction thereunder by the Owners or Contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

12.13 Liability

The District and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising from the performance of any work by any such Applicant. The Applicant shall be answerable for, and shall save the District and its officers, agents and employees harmless from, any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision. As between the Applicant and the District, Applicant shall be solely liable for any defects in the performance of his work or work performed on his behalf or any failure which may develop therewith.

12.14 Final Inspection

Final inspection shall be performed and shall constitute the completion of the permitted project in accordance with District Ordinances, rules, regulations and policies.

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge

A sewer capital improvement charge shall be billed to each residential, industrial and commercial sewer service as shown in the current Schedule of Service Charges.

13.02 Sewer System Repair Fund

The capital improvement charge represents each customer's contribution to the overall capital improvement of the total sewer utility infrastructure for replacement and upgrade. Annually, the long term capital improvement costs are adjusted in the Capital Improvement Plan to meet the needed utility replacements and upgrades. The capital improvement charge may be adjusted annually, by the Board of Trustees during the review and approval of the annual Capital Improvement Plan and Annual Budget.

13.03 Unimproved Parcels

Retroactive Sewer Capital Improvement Charge will also apply to undeveloped parcels. The charge shall be due when an application for connection to the system of the District is made. The total retroactive Capital Improvement Charge is shown in the current Schedule of Service Charges and shall not increase monthly. Larger services will be adjusted higher by the capacity ratio. After the date of sewer connection approval, Capital Improvement Charges shall be billed to the Customer in their normal billing cycle.

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing

The regular billing period will be at the discretion of the District.



14.02 New Connections

Upon connection to the District's water distribution system, the applicable sewer service charges shall begin on the first day of the next billing period following installation of the water meter.

14.03 Disconnection

When requested by Customer, sewer service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Article 15 of this Ordinance.

14.04 Transfer of Ownership

Services are not discontinued upon transfer of ownership. District will not prorate charges on account upon transfer of ownership. Upon notification of pending sale or transfer of a property, District will obtain final water meter consumption reading on the date specified by the title company. If notification is not received from the title company for a final read the current property owner is liable for the previous charges on the account.

14.05 Person Responsible for Payment

All charges, fees and amounts due and payable shall be billed to the owner of the premises, whether or not the owner is also the occupant. For the purposes of the Ordinance, determination of lot or parcel ownership shall be based upon the latest records of the Assessor's Office of Washoe County.

14.06 Billing Time

Bills for sewer service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for customer consumption are billed in arrears.

14.07 Penalties

All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle will become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances first, including penalties.

14.08 Represents Lien on Property

Until paid, all rates, tolls and charges provided in this ordinance constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

14.09 Collection by Suit

As an alternative to any of the other procedures herein provided, District may bring an action against the person or persons who occupied or owned the premises when the service was rendered for the collection of the amount of the delinquent rate and all penalties and costs of collection including a reasonable attorney's fee.

14.10 Collection with Utility Charges of District

Where the person charged is a user of another utility owned and operated by the District, or through a franchise agreement, the charges may be collected together with and not separately from the charges



for the other utility service(s) rendered by it. They may be billed upon the same bill and collected as one item at the discretion of the District.

14.11 Discontinuance of Service upon Delinquency

Upon delinquency, the other utility service shall be discontinued until full payment of the dual charges and penalties thereon and the charges for reinstatement of service. Full charges will apply during the period of "Discontinuance of Service upon Delinquency."

14.12 Checks and Electronic Funds Transfers (EFT) not Honored by Bank

Checks and electronic funds transfers presented in payment of bills which are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in the current Fee Schedule will be levied by the District, plus any additional charges levied by the bank. Redemption of returned checks may be required to be by cash or equivalent. The customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

14.13 Service Charges

Any user of the District's sewage facilities shall pay to the District a sewer service charge in accordance with the schedule attached as the current Schedule of Service Charges. Monthly sewer charges shall begin as determined by the Director of Public Works. The Board of Trustees shall set the sewer service charges when approving the annual Capital Improvement Plan and Operating Budget.

14.14 Outside Users

Charges applicable to users outside the District when authorized to discharge sewage into District sewers shall be in an amount determined by the agreement between the District and the Outside User.

14.15 Multi-Unit Residential Accounts

The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential service plus the administrative customer service account charge plus the variable charges in accordance with the current Schedule of Service Charges. Mixed used service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

14.16 Call-Out Service Charges

A customer requesting District assistance with owner-related sewer issues (i.e., blockage or backup on owner's sewer service line, sewer line tracing, etc.) may be charged for actual costs and labor and/or in accordance with the current Fee Schedule. The District has the right to correct and repair owner related issues that puts public health and safety in imminent danger.

14.17 Disputed Bills

- (1) In the case of a dispute between a Customer and the District as to the correct amount of any bill rendered by the District for sewer service furnished to the Customer, the Customer



will deposit with the District the amount claimed by the District to be due.

- (2) **Failure to Make Deposit.** Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the District that such deposit be made or service may be discontinued, shall warrant the District in discontinuing the service to the Customer without further notice.
- (3) **Resolution of Dispute.** In the event of dispute between the Customer and the District respecting any bill, charge or service, the District shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the District or the Customer may make application to the Board of Trustees for adjustment of the complaint, and the District shall notify the Customer in writing or otherwise that he has the privilege of appeal to the Board.

Any such appeal shall be made in writing within thirty (30) days of the District's written denial of relief, shall be signed by Customer or his duly designated agent, stating the reason for the dispute, and shall be addressed to the Director of Public Works. Said thirty (30) day period shall commence to run on the date that the written notice of denial of relief is mailed to Customer.

14.18 Policy for Appeal for Relief from Excessive Sewer Charges

- A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.
- B. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to the sewer consumption caused by the leak that exceeds the annual average or a minimum of 3000 gallons, whichever is larger. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the adjusted billing period(s) will be included. This is the usage that is used to cap the residential customer's summer sewer rate.
- C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
- D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two consecutive months' of consumption.



- E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.
- F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets or other issues that drain into the sewer system.
- G. Excess water use or leaks resulting from accidental water use, the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

ARTICLE 15 - DISCONTINUANCE OF SERVICE

15.01 Customer's Request for Discontinuance of Service

A Customer's water and sewer service shall only be discontinued under a Washoe County demolition permit. All water and sewer charges will be discontinued when the conditions of the demolition permit have been met for discontinuation of service up to and including the removal of the water meter and the capping of the sewer line.

15.02 Customers Request for Shut Off and Turn On of Service

A Customer may have their water service shut off by giving not less than five (5) days advanced notice in writing to the District. There will be no reduction in the monthly water or sewer charges during the shut off of service. The shut off and turn on will be charged a total of one (1) service call if the water meter is accessible and the work is performed during business hours. If the shut off and turn on is requested after business hours, then the Customer will be charged the service call rate in the current Fee Schedule for the shut off and turn on each. If the water meter is inaccessible, the Customer will be billed additional labor and equipment charges for making the meter accessible for shut off and turn on.

15.03 For Nonpayment of Bills

A Customer's service may be discontinued for non-payment of a bill for service furnished if the account becomes delinquent, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-payment, full monthly charges will apply. Written notice postings may be billed a posting service charge, in accordance with the current Fee Schedule.

Premises to which charges have become delinquent may be disconnected, and in the instance of sewer charges only being delinquent, water service may be disconnected. If sewer service is disconnected, charges for costs, labor and materials of discontinuing and resuming service as determined by the Director of Public Works.

15.04 Liability for Bills

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, or corporation failing, neglecting or refusing to pay said



indebtedness shall be liable to an action in the name of the District in any court or competent jurisdiction for the amount thereof.

15.05 For Noncompliance with Rules

The District may discontinue service to any Customer for violation of these rules after it has given the Customer at least five (5) days written notice of such intention.

15.06 For Infiltration or Illegal Connections

Where negligence, infiltration, illegal connection or discharge of harmful wastes into the collection system, on or from a Customer's premises, occurs, the District may make such corrections as may be indicated at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.

15.07 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers

If any unsafe or hazardous condition is found to exist on the Customer's premises, or if the sewage or waste there-from, by apparatus or illegal or prohibited connections, apparatus, equipment or otherwise, is found to be detrimental or damaging to the District or its Customers, or where safety of water supply is endangered, or discharge to the sewer is dangerous to public safety, the service may be discontinued without notice. The District will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored. Corrective action will be required to occur within a time frame set forth by the District.

15.08 For Fraudulent Use of Service

When the District has discovered that a Customer has obtained service by fraudulent means, or has altered the sewer service for unauthorized use, the service to that Customer may be discontinued without notice. The District will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost of the District incurred by reason of the fraudulent use.

15.09 Restoration of Service

- A. **During Regular Business Hours.** The District will endeavor to restore service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to make the reconnection on the next business day following the day the request is made.
- B. **Other Than Regular Business Hours.** When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

15.10 Refusal to Serve

- A. **Conditions for Refusal.** The District may refuse an Applicant for service under the following conditions:



- (1) If the Applicant for service is not within the boundaries of the Incline Village General Improvement District.
- (2) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
- (3) If the Applicant fails to comply with any of the rules as approved by the Board of Trustees.
- (4) If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.
- (5) Where service has been discontinued for fraudulent use, the District will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.
- (6) When the collection system or treatment facilities do not have capacity or the capability to receive and treat liquid waste without contamination of Lake Tahoe, or in violation of Federal, State and/or local government requirements.

B. Notification to Customers. When an Applicant is refused service under the provisions of this rule, the District will notify the Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal the District's decision to the Board of Trustees.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Approve Resolution 1867 for the Proposed Amendments to Water Ordinance No. 4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District”

DATE: March 27, 2019

I. RECOMMENDATION

That the Board of Trustees approve Resolution 1867 amending Water Ordinance No. 4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District”

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #2, Finance; The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management. Under Objectives for 2018-20, it specifically states, Prepare a five-year projection of financial results for each audited fund for operations, capital improvement and debt service as a part of budget deliberations.

III. FINANCIAL IMPACT AND BUDGET

The Public Works Department conducts an annual rate study to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while maintaining an appropriate Level of Fund balance and Working Capital. The rate study includes a five-year projection for revenues and expenses with an eye out for large capital projects outside of the five-year window. This annual effort insures rates are meeting the needs of the District and that

adjustments can be made efficiently and effectively. The rate study is based on utility management strategies, industry best practices and District historical rates.

The 2019 Utility Rate study recommendation is to increase water rates by 4.0% and sewer rates by 4.0% for a total utility rate increase of 4.0%. The utility rates are scheduled for an average 3.5% increase for the next five years to meet the projections presented in this memo.

IV. BACKGROUND

At the January 23, 2019 District Board of Trustees Meeting, Staff conducted a Utility Rate Study presentation that 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 from the January 23, 2019 Board of Trustees Meeting is posted on the IVGID website and the reader can review that document and listen to the presentation on LiveStream. At the February 6, 2019 Board of Trustees meeting the Board authorized April 10, 2019 as the date for the public hearing and directed staff to publish the Ordinance 2 and Ordinance 4 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.

<https://www.yourtahoepace.com/events/notice-of-public-hearing-ordinances-2-and-4-1-1>

The final version of Ordinance 4 follows this memo. Exhibit A, B and C are being removed from the Ordinance and are being placed into a single Schedule of Service Charges and Fee Schedule for water rates, sewer rates, connection fees and miscellaneous fees and charges. The Ordinances are being prepared in this manner so they can be more readily adopted into the IVGID Code at a future date.

Water Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.

V. BID RESULTS

Not applicable.

VI. ALTERNATIVES

Not adopt Ordinance 4 and not increase water rates. This will have a long term negative impact on the assets and financial health of the District. Water systems

have regulatory oversight so the District must meet operation and infrastructure standards regardless of available funds.

VII. COMMENTS

The Public Hearing for the Ordinance 4 amendments is scheduled to be conducted on April 10, 2019.

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.



Resolution No. 1867

**A RESOLUTION AMENDING ORDINANCE NO. 4
Incline Village General Improvement District**

WHEREAS, on the 10th day of April, 2019, a public hearing was held by the Board of Trustees of the Incline Village General Improvement District to consider the adoption of amendments to Ordinance No. 4, titled "An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District;" 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 amendments 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 amends Ordinance No. 4 as shown in Exhibit A attached hereto, 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 10th day of April, 2019 by the following vote:

AYES, and in favor thereof,
NOES:
ABSENT:

Tim Callicrate
Secretary



GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM

EXHIBIT A

ORDINANCE NO. 4



ORDINANCE NO. 4

WATER ORDINANCE

**AN ORDINANCE ESTABLISHING RATES, RULES
AND REGULATIONS FOR WATER SERVICE BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As Adopted on April 10, 2019
Resolution No. 1867



TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS	7
1.01 Short Title	7
1.02 Enabling Statutes	7
1.03 Words and Phrases	7
1.04 Water System	7
1.05 Separability	7
1.06 Pressure Conditions	7
1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs	7
1.08 Tampering With District Property	7
1.09 Posting	8
1.10 Relief on Application	8
1.11 Relief on Own Motion	8
1.12 Penalty for Violation	8
1.13 Ruling Final	8
 ARTICLE 2 - DEFINITIONS	 8
2.01 Additional Definitions	8
2.02 Administrative / Customer Service Account Charge	9
2.03 Agent	9
2.04 Applicant	9
2.05 Application	9
2.06 Auxiliary Water Supply	9
2.07 Average Month	9
2.08 AWWA	9
2.09 Billing Period	9
2.10 Board	9
2.11 Building	9
2.12 Capacity Adjustment Factor	9
2.13 Capital Improvement Charge	10
2.14 Contractor	10
2.15 County	10
2.16 Cross-Connection	10
2.17 Customer	10
2.18 Customer Service Line	10
2.19 Customer Service Valve	10
2.20 Date of Presentation	11
2.21 Director of Public Works	11
2.22 District	11
2.23 District Engineer	11
2.24 Excess Water Charge	11
2.25 Fixed Charge	11
2.26 Fixture Unit	11
2.27 General Manager	11
2.28 House Piping	11
2.29 Inspector	11
2.30 Law	12



2.31	Main Extension and/or Capacity Enhancement.....	12
2.32	Meter Curb Stop.....	12
2.33	Metered Service.....	12
2.34	Owner.....	12
2.35	Permanent Service.....	12
2.36	Permit.....	12
2.37	Person.....	12
2.38	Premises.....	12
2.39	Private Communal Water System.....	13
2.40	Public Service Recreation.....	13
2.41	Regular Water Service.....	13
2.42	Service Classification.....	13
2.43	Service Connections.....	14
2.44	Service Size for Billing Purpose.....	14
2.45	Temporary Water Service.....	15
2.46	Variable Cost.....	15
2.47	Water Main.....	15
2.48	Water Waste.....	15
2.49	Will-Serve Letter.....	15
 ARTICLE 3 - NOTICES		 15
3.01	Notices to Customers.....	15
3.02	Notices from Customers.....	15
 ARTICLE 4 - WATER DEPARTMENT		 15
4.01	Creation.....	15
4.02	General Manager.....	16
4.03	Director of Public Works.....	16
4.04	Inspections.....	16
4.05	Performance of Duties.....	16
4.06	Consequences of Denial of Entry or Access.....	17
4.07	Violation.....	17
4.08	Water Pressure and Supply.....	17
 ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE		 17
5.01	Form of Application.....	17
5.02	Calculation of Fixture Units.....	17
5.03	Undertaking of Applicant.....	18
5.04	Payment for Previous Service, Special Assessments, Ad Valorem Taxes and Recreational Revenue Charges.....	18
5.05	Installation Charges.....	18
5.06	Installation of Services.....	18
5.07	Changes in Customer's Equipment.....	18
5.08	Size and Location.....	18
5.09	Meter Curb Stop.....	18
5.10	Domestic, Commercial and Industrial Service Connection.....	18
5.11	Service Connections.....	19
5.12	Individual Liability for Joint Service.....	19



5.13	Special Cases	19
5.14	Water Used Without Service Application Being Made	19
5.15	Connection to System Required Within 540 Days of Application	20
5.16	Changes in Use or Uses of Served Property	20
5.17	General	20
5.18	Connection Charge	20
5.19	Subdivisions	21
5.20	Will Serve Letters.....	22

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION AND/OR CAPACITY ENHANCEMENT ARE REQUIRED 24

6.01	Application for Main Extension and/or Capacity Enhancement	24
6.02	General	24
6.03	Determination	25
6.04	Refund Agreement.....	25

ARTICLE 7 - GENERAL USE REGULATIONS 25

7.01	Number of Services per Premises	25
7.02	Water Waste	25
7.03	Responsibility for Equipment on Customer Premises	25
7.04	Damage to Water Distribution System.....	26
7.05	Ground Wire Attachments	26
7.06	Customer Service Valve on the Customers Property.....	26
7.07	Relief Valves and Regulating Valves	26
7.08	Service Size	26
7.09	Discontinued Service	26
7.10	Interruptions in Service	26
7.11	Ingress and Egress	26
7.12	Non-Existent Services	27
7.13	Pools and Tanks	27
7.14	Responsibility for Equipment.....	27
7.15	Use of Siphons	27
7.16	Periods of Water Shortage	27
7.17	Uniform Plumbing Code/IAPMO	27
7.18	Responsibility for Loss or Damage	27

ARTICLE 8 - METERS 28

8.01	Meter Charge	28
8.02	Meter Installations	28
8.03	Change in Location of Meters	28
8.04	Adjustment for Meter Errors - Over Registering	28
8.05	Adjustment for Meter Errors - Under Registering	29
8.06	Non-Registering Meters	29

ARTICLE 9 - BILLING 29

9.01	Billing.....	29
9.02	Meter Reading.....	29



9.03	New Connections	29
9.04	Disconnection	29
9.05	Transfer of Ownership	29
9.06	Person Responsible for Payment.....	29
9.07	Penalties.....	30
9.08	Represents Lien on Property	30
9.09	Billing of Separate Meters Not Combined.....	30
9.10	Water Used Without Service Application Being Made	30
9.11	Damages Through Leaking Pipes and Fixtures	30
9.12	Policy for Appeal for Relief from Excessive Water Charges	30
9.13	Checks and Electronic Funds Transfers (EFT) not honored by Bank	31
9.14	Collection by Suit.....	31
9.15	Collection with Other Utility Charges	31
9.16	Service Rates	32
ARTICLE 10 - DISCONTINUANCE OF SERVICE		32
10.01	Customer's Request for Discontinuance of Service.....	32
10.02	Customer's Request for Shut Off and Turn On of Service.....	33
10.03	For Non-Payment of Bills.....	33
10.04	Liability for Bills.....	33
10.05	Resumption of Service Charge	33
10.06	Unsafe Apparatus	33
10.07	Cross-Connections.....	34
10.08	Fraud or Abuse.....	34
10.09	For Noncompliance with Rules	34
ARTICLE 11 - PUBLIC FIRE PROTECTION		34
11.01	Use of Fire Hydrants	34
11.02	Hydrant Rental	34
11.03	Moving of Fire Hydrants	34
ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE		34
12.01	Payment of Cost	34
12.02	Combined Systems Prohibited.....	34
12.03	Use	35
12.04	Water Used for Fire Fighting not to be Charged	35
12.05	Water for Fire Storage Tanks	35
12.06	Violation of Agreement.....	35
12.07	Water Pressure and Supply	35
12.08	Rules.....	35
ARTICLE 13 - TEMPORARY SERVICE		36
13.01	Duration of Service.....	36
13.02	Deposit.....	36
13.03	Installation and Operation.....	36
13.04	Responsibility for Meters and Installations	36
13.05	Supply From Fire Hydrant	36



13.06	Unauthorized Use of Hydrants	36
13.07	Credit.....	36
ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION		37
14.01	Permit Required	37
14.02	Plans, Profiles and Specifications Required.....	37
14.03	Easements or Rights-of-Way.....	37
14.04	Persons Authorized to Perform Work.....	37
14.05	Compliance with Local Regulations.....	37
14.06	Protection of Excavation.....	37
14.07	Design and Construction Standard	38
14.08	Completion of Water System Required.....	38
ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE		38
15.01	Capital Improvement Charge	38
15.02	Duration	38
15.03	Unimproved Parcels.....	38
ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS		38
16.01	General Policy.....	38
16.02	Backflow Definitions	39
16.03	Requirements	41
ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS		44
17.01	General Policy.....	44
ARTICLE 18 - LANDSCAPING		45
18.01	Intent	45
18.02	Applicability	45
18.03	Requirements	45
18.04	Design and Construction Standards.....	45
18.05	Completion of Work Required	45



ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

This Ordinance may be cited as "Incline Village General Improvement District Water Ordinance" and is hereinafter referred to as "Ordinance."

1.02 Enabling Statutes

This ordinance is adopted pursuant to NRS 318.170, 318.197, and 318.205, together with NRS 318.100 through 318.101, 318.116 (10), 318.140, 318.145, 318.175, and 319.199.

1.03 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.

1.04 Water System

The District will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

1.05 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.

1.06 Pressure Conditions

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs

The Board shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making repairs and when necessary for the protection of property. Consumers dependent upon a continuous supply should provide emergency storage.

1.08 Tampering With District Property

No one except an employee or representative of the District shall at any time in any manner operate the meter curb stops, valves, or gate valves of the District's system; or interfere with meters or their connections, lock-out tags, meter stakes, street mains or other parts of the water system. Penalty for



violation of this section may be fined as shown in the current Fee Schedule. Mainline tapping accepted with a State of Nevada "A" contractor's license issued by the Nevada State Contractors Board.

1.09 Posting

The adoption of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in accordance with the State of Nevada Open Meeting Law, NRS 241, Section 020, pertaining to posting requirements.

1.10 Relief on Application

When any person by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application were approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

1.11 Relief on Own Motion

The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

1.12 Penalty for Violation

For the failure of the Customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates, charges and penalties of this District, the Customer's service shall be discontinued and the water shall not be supplied such Customer until he shall have complied with the rule or regulation, rate or charge which he has violated or, in the event that he cannot comply with said rule or regulation, until he shall have satisfied the District that in the future he will comply with all the rules and regulations established by ordinance of the District and with all rates and charges of this District.

1.13 Ruling Final

All rulings of the Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within fourteen (14) days. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days.

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions

For the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled "Uniform Plumbing Code", (UPC) compiled by the International Association of Plumbing and Mechanical Officials, copies of which are on file with the District.



2.02 Administrative / Customer Service Account Charge

Portion of the monthly billing assessed to each water account for administrative and customer service costs.

2.03 Agent

A person or firm, corporation, partnership or association duly authorized with supporting documentation to complete requirements and performances of this ordinance.

2.04 Applicant

A person, firm, association, corporation or governmental agency applying for water service.

2.05 Application

A written request for water service as distinguished from an inquiry as to the availability or charges for such service.

2.06 Auxiliary Water Supply

Any water supply on or available to the premises other than the District's potable water supply. These auxiliary water supplies may include water from wells, streams, lake, springs, creeks, rainfall collection systems, another purveyor's water supply water or any other water source which the District does not have sanitary control over.

2.07 Average Month

Shall mean thirty (30) days.

2.08 AWWA

The American Water Works Association.

2.09 Billing Period

The regular billing period will be monthly or at the discretion of the District.

2.10 Board

The Board of Trustees of the District.

2.11 Building

A structure used for human habitation or a place of business, recreation or other purpose containing water facilities.

2.12 Capacity Adjustment Factor

The relative flow of each water service size as compared to that of a ¾" service.



<u>Water Service Size</u>	<u>Capacity Adjustment Factor (CAF)</u>
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

2.13 Capital Improvement Charge

That portion of the monthly billing to pay for capital costs of service. For billing purposes, commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their service size.

2.14 Contractor

An individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.

2.15 County

The County of Washoe, Nevada.

2.16 Cross-Connection

Any unprotected actual or potential connection or structural arrangement between a public or a consumers potable water system and any other source or system through which it is possible to introduce into any part of the potable water system any used water, industrial fluids, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be "cross connections."

2.17 Customer

The person in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service. In the case of single family or individually metered multiple family residences, the customer shall be the owner of the property served, but the billing for service may be sent to the owner in care of his agent with signed authorization from the owner.

2.18 Customer Service Line

All piping between the house piping and the service connections.

2.19 Customer Service Valve

The control valve downstream of the meter and meter box on the owner's property side of the service assembly.



2.20 Date of Presentation

The date upon which a bill or notice is postmarked or delivered to the Customer by the District.

2.21 Director of Public Works

The person appointed to perform the duties of Director of Public Works.

2.22 District

Incline Village General Improvement District (IVGID).

2.23 District Engineer

The Engineer appointed and acting for the District and shall be a Registered Civil Engineer in the State of Nevada.

2.24 Excess Water Charge

That portion of the monthly billing to pay excess costs of supplying water above baseline amounts. Excess amounts for customers are calculated in two steps: Tier 1 determines the cost for all water used greater than the gallon threshold set in the current Schedule of Service Charges multiplied by the capacity adjustment factor. Tier 2 determines the cost for all water used greater than the gallon threshold set in the current Schedule of Service Charges multiplied by the capacity adjustment factor.

2.25 Fixed Charge

That portion of the monthly billing to pay for fixed costs of services. For billing purposes, commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their service size.

2.26 Fixture Unit

As defined in the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials as approved by the Director of Public Works.

2.27 General Manager

Is the General Manager of the District.

2.28 House Piping

All piping and fittings installed within the house or building, up to and including the last fitting inside or outside the wall.

2.29 Inspector

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts, and related work in determining compliance with IVGID construction specifications, standards and ordinances.



2.30 Law

Any statute, rule, ordinance, bylaw or regulation established by Federal, State, County, or Municipal authorities.

2.31 Main Extension and/or Capacity Enhancement

The extension or replacement of water distribution mains and necessary facilities beyond existing service facilities in accordance with the provisions of this ordinance applicable to main extensions and/or capacity enhancements.

2.32 Meter Curb Stop

The control valve on the inlet side of the meter, located within the meter box for use by District employees only.

2.33 Metered Service

Is a service for which charges are computed on the basis of measured quantities of water, sewage, or liquid wastes.

2.34 Owner

The person owning the property, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or building under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.

2.35 Permanent Service

A service which, in the opinion of the District, is of a permanent and established character. The use of water may be continuous, intermittent or seasonal in nature.

2.36 Permit

Any written authorization required pursuant to this or any other regulation of District for the installation of any water works.

2.37 Person

Any individual, partnership, corporation, governmental agency, or other organization operating as a single business entity.

2.38 Premises

All of the real property and services to a single integrated activity operating under one name to one or more buildings, locations or services, provided: (a) such buildings, locations or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining except for intervening public highways, streets, alleys or waterways.



2.39 Private Communal Water System

Any system served by District water under the responsibility for maintenance by others and ownership by others.

2.40 Public Service Recreation

Accounts where the primary irrigation water use is for outdoor parks and recreation accessible to the public, and as such are not subject to excess water charges as defined in the current Schedule of Service Charges. These include parks and recreation facilities, golf courses, snowmaking, and school playgrounds and fields. Customers may submit a written petition to the Director of Public Works requesting qualification as a Public Service Recreation irrigation account.

2.41 Regular Water Service

Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore.

2.42 Service Classification

Shall be defined as follows:

- A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.

- B. **Domestic Service:** Service to a residential Customer. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.
- C. **Mixed Use Service:** Mixed use service has commercial and residential service. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service.
- D. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).
- E. **Irrigation Service:** Service to Customers for agricultural, floricultural or horticultural use shall be billed as a commercial service.



- F. **Private Fire Protection Service:** means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefore.
- G. **Public Fire Protection Service:** means the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- H. **Single Family Residential Unit:** A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

- I. **Multi-Family Residential Unit:** The place of residence of a single family dwelling within a multi-unit complex, Common Interest Community, mixed use service with greater than 50% square footage of residential area, or Condominium Hotel. The single family dwelling premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes. Clubhouses, pool-houses, restaurants and similar facilities that are part of a multi-unit complex, Common Interest Community, or Condominium Hotel will be counted as additional units for billing purposes in determining base rates.

2.43 **Service Connections**

The point of connection is where the Customer's service line connects with the District's water meter. If the water meter is at a location other than the property line or easement boundary, the point of connection is where the customer's piping connects to the District water supply piping at the property line or easement boundary. The water meter is the property of the District and may be placed at a location other than the property line or easement boundary for the convenience of the District. For unmetered connections such as fire hydrants the point of connection is where the Customer's piping connects with the District water supply piping at the property line or easement boundary. The customer owns the water service connection.

The pipeline and appurtenant facilities such as the meter curb stop, meter and meter box, all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service connection.

2.44 **Service Size for Billing Purpose**

Water service size for billing purposes is a single size even when compound water meters are used. The water service size for billing purposes is determined by correlating the calculated demand for the customer service connection using the Uniform Plumbing Code or from standard engineering practice to a standard water meter flow rate capacity. This calculated water service size for billing purposes may vary from the actual meter size installed because certain site conditions necessitate the installation



of a larger meter than required by the flow capacity and/or modern turbo meters span a very large range of flow rates.

2.45 Temporary Water Service

Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefore.

2.46 Variable Cost

That portion of the monthly billing used to pay for the variable costs of service, which are calculated based on water use.

2.47 Water Main

A water line in a street, highway, alley or easement used for public and private fire protection and for general distribution of water.

2.48 Water Waste

Water waste is the negligent or wasteful discharge of water from a hose, sprinkler head, irrigation pipe, water main, indoor and outdoor plumbing fixtures and/or water service, which is flowing into the sanitary sewer system, street, roadside ditch, storm drain, driveway, adjacent property and/or sidewalk creating puddles, streams of water or flooding during an extended period of time.

2.49 Will-Serve Letter

As used herein a "will-serve" letter means a letter written by the District at the request of an applicant with respect to a subdivision, commercial or multi-family residential project to confirm (1) that the subdivision or project is within the District boundaries and (2) that, if water is available to serve the proposed connection(s) at the time service is requested under the standards set forth in Article 5, the District is willing to provide water service thereto upon compliance with all District requirements and payment of all applicable District fees and charges.

ARTICLE 3 - NOTICES

3.01 Notices to Customers

Notices from the District to a Customer will normally be given in writing, and either delivered by hand, electronically or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.02 Notices from Customers

Notice from the Customer to the District may be given by him or his authorized representative in writing to the District's office.

ARTICLE 4 - WATER DEPARTMENT

4.01 Creation

A Water Department is hereby created comprised of the Board, General Manager, and Director of Public Works.



4.02 General Manager

The General Manager shall have full responsibility for the maintenance, operation and construction of the water works and system. He shall have full power and authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall fix and alter the compensation of employees and assistants subject to approval by the Board. He shall have charge of all employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to the Board in accordance with the rules and regulations adopted by the Board.

4.03 Director of Public Works

The position of Director of Public Works is hereby created. He shall have charge of the Utilities of the District. This shall include all maintenance, operation and construction of the water works, and the billing for and collecting the charges herein provided. He shall perform such other duties as shall be determined by the General Manager.

- A. **Duties.** The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.
- (1) He shall regularly inspect all physical facilities related to District Water System, to see that they are in good repair and proper working order, and to note violations of any water regulations. He shall also perform the duties of water inspector.
 - (2) He shall set the design criteria for and provide approval of public and communal water systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.
- B. **Violation, Repairs.** He shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to users pending action by the General Manager.
- C. **Supervision.** He shall supervise all repairs or construction work authorized by the Board or General Manager, and performs any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections

The District shall perform inspections on all utility and residential construction within the District to assure compliance with IVGID "Requirements to Construct Water and Sewer. All existing residential, commercial, industrial, and irrigation services are subject to inspection for proper operation of backflow prevention, cross-connection control and pressure regulating devices. Inspection of existing devices shall be scheduled with the property owner or property manager. If the property owner or property manager refuses access, Article 4.06 of this Ordinance shall apply.

4.05 Performance of Duties

The foregoing duties of the Director of Public Works may be performed by the General Manager or by a designated employee or employees, as the General Manager may direct, so long as those decisions or actions that require professional engineering judgment are performed by a registered Professional Engineer.



4.06 Consequences of Denial of Entry or Access

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with the above Sections, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 9 Billing and Article 10 Discontinuance of Service, and termination based on these Sections shall be treated as a termination for refusal of access under said Article 4.

4.07 Violation

Any person found to be violating any provision of this or any Ordinance, rule or regulation of the District, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of their agents or employees done under the provisions of this or any other Ordinance, rule or regulation of the District. Upon being notified by the Inspector of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by
 - (1) Applicable Nevada statutes or administrative code;
 - (2) Nevada Environmental Protection Division and the District, and
 - (3) By such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be separate violation.

4.08 Water Pressure and Supply

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system and as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before a curtailment of services; however, the District shall not be liable for shutdowns or variations to the system that occurs without prior notice by the District.

ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE

5.01 Form of Application

A property owner or his agent shall make application for regular water service on the form provided for its intended use.

5.02 Calculation of Fixture Units

The number and type of fixture units shall be as defined in the Uniform Plumbing Code as adopted herein, with the exception of exterior landscaping irrigation systems. The fixture unit charge for exterior landscaping irrigation systems will only be assessed upon application for an irrigation meter. Other interpretations or calculations of fixture unit counts for fixtures not listed in the Uniform Plumbing Code shall be at the discretion of the General Manager or his designee.



5.03 Undertaking of Applicant

Such application will signify the Customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for water service required.

5.04 Payment for Previous Service, Special Assessments, Ad Valorem Taxes and Recreational Revenue Charges

An application will not be honored unless payment in full has been made for water and other services previously rendered to the Applicant by the District, and unless all special assessments, ad valorem taxes and recreational revenue charges on the parcel of land to be served are paid current.

5.05 Installation Charges

Where a regular charge has been fixed for the type of service connection desired, such regular charge shall be paid in advance by the Applicant. Where there is no regular charge, the District reserves the right to require the Applicant to deposit an amount equal to the estimated cost of such service connection.

5.06 Installation of Services

Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the Applicant in the installed location. Any change in location or alterations of water services shall be borne by the Applicant.

5.07 Changes in Customer's Equipment

Customers making any material change in the size, character or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change, and, if necessary, amend their application.

5.08 Size and Location

The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The laying of Consumer's pipeline to the curb should not be done until the location of the service connection has been approved by the Director of Public Works or his designee.

5.09 Meter Curb Stop

Every service connection installed by the District shall be equipped with an approved valve on the inlet side of the meter. If a valve is damaged by the Consumer's use, repairs or replacement shall be at the Consumer's expense. The customer shall not operate the meter curb stop located on the inlet side of the meter located within the meter box.

5.10 Domestic, Commercial and Industrial Service Connection

It shall be unlawful to maintain a connection excepting in conformity with the following rules:



- A. **Separate Building.** Each house or building under separate ownership must be provided with a separate service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection, an additional minimum base rate will be applied to the single meter serving said houses, or a separate service connection may be provided for each building. The Board reserves the right to limit the number of houses or the area of land under one ownership to be supplied by one service connection.
- B. **Single Connection.** Not more than one service connection for domestic or commercial supply shall be installed for one building, except as approved by the District.
- C. **Different Owners.** A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.
- D. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters and each other lot or parcel of land shall require a new service connection and metering device.
- E. **Multiple Service.** A Common Interest Community or Condominium Hotel which consists of two or more assessors' parcels and will be managed by an Association shall install and maintain one service connection and metering device, provided, however, the District may limit the number of dwelling units that may be supplied through one service connection or device. A Common Interest Community, which consists of two or more assessors' parcels and is not or will not be managed by an Association, shall install and maintain a separate service connection and metering device to each dwelling unit within the development. A Common Interest Community or Condominium Hotel managed by an Association may elect, at their cost, to have installed and maintained a separate service connection and metering device for each dwelling unit within the development. In all cases, the Common Interest Community or Condominium Hotel shall be responsible for securing to the District all access easements the District deems necessary, prior to connection to the District's water system.

5.11 **Service Connections**

The service connections extending from the water main to the property line and including the meter, meter box, meter lid and meter curb stop, shall be maintained by the District except as otherwise stated. All pipes and fixtures extending or lying beyond the property line shall be installed and maintained by the owner of the property.

5.12 **Individual Liability for Joint Service**

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

5.13 **Special Cases**

District will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service are of a special nature.

5.14 **Water Used Without Service Application Being Made**

A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered



from the date of such possession or the earliest date of occupancy which can be reasonably established. Where services are not metered, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

5.15 Connection to System Required Within 540 Days of Application

Any application that has been accepted by the District shall be considered vacated if the Applicant fails to commence construction and connection to the District's water system within 540 days of such acceptance. The fees collected for such application shall be returned to the Applicant, upon written request, and a new application and payment of fees will be required before service will be provided. Connection fees shall be charged at the rate in effect on the day of application for a Building Permit from Washoe County. Connection(s) not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Payment of connection fees constitutes acceptance of a new service connection application by the District. No fees will be refunded after connection.

5.16 Changes in Use or Uses of Served Property

Any changes in the use or uses of properties served by regular water service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service; modifying a residence to accommodate more single family units than were approved, changes to irrigation systems, or such other changes that would similarly change the character of the building and/or grounds. Such changes in use shall be subject to the Connection Charge as contained in Article 5 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be considered to have been made in conflict with Article 9.09 and subject to the same corrective measures.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

5.17 General

All costs and expenses incident to the installation and connection of any water service or other work for which a permit has been issued shall be borne by the Applicant, and shall be in addition to all fees, service and connection charges provided for in the District Water Ordinance. The Owner shall indemnify District for any loss or damage that may directly or indirectly be occasioned by the work. All work shall be made by or be authorized by the District. Any new construction, addition, remodel, or demolition requiring the issuance of a Washoe County Building permit shall require written approval and final acceptance by a District Inspector.

5.18 Connection Charge

The following charges are hereby established and shall be collected at the time of issuing the permit for a water connection. Connection fees shall be charged at the rate in effect on the day of application for a building permit from Washoe County. Connections not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited



to the new connection fee rate. Previously paid connection fees for service are non-refundable in all situations including reversion to acreage. Payment of connection fees constitutes acceptance of a new service connection application by the District. No fees will be refunded after connection.

- A. **Units Inside of District.** Water connection fees shall be charged as shown in the current Schedule of Service Charges. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed use services that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one)
- B. **Fire Protection.** There are no connection fees for fire protection.
- C. **Units Outside of District.** Persons desiring connection of property located outside the District to the water system of the District shall pay to the District a connection charge at the rate of one and one-half (1½) times the minimum charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
- D. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter connection fees shall be charged equal to the fee for that meter size as described in Item A above minus the water connection fee for the existing meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.
- E. **Plan Check Fee.** In accordance with the District's most recently adopted revision of the Uniform Plumbing Code, a plan check fee shall be required for all plans requiring the District's approval. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for both water and sewer considerations concurrently. Only one plan check fee is collected per set of drawings, even if both water and sewer systems are affected. Plan check fees shall be invoiced at a rate as shown in the current Fee Schedule, and are subject to change from time to time at the discretion of the Director of Public Works.
- F. **Inspection Fee.** Inspection fees shall be at rate as shown in the current Fee Schedule.

5.19 **Subdivisions**

- A. **Application.** Any person desiring to provide a water system within a tract of land that he proposes to subdivide shall make written application to the District. Such application shall contain streets dedicated and accepted by the County and/or all utility extensions to service the project or subdivision.
- B. **Contents.** The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the final map, and of the plans, profiles and specifications for the street work therein.
- C. **Investigation.** Upon receiving the application, the District Engineer shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefore.



- D. **Specifications and Construction.** The size, type and quality of materials and location of the lines shall be specified by the Water Department and the actual construction will be done by the Water Department or by a contractor acceptable to it, supervised and inspected by the District.
- E. **Adjustment.** Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, and any excess shall be refunded and any shortage will be paid to the District.
- F. **Property of District.** All facilities shall be the property of the District and the total amount of credits and refunds shall not exceed the original deposit.
- G. **Connections.** The subdivider shall, at his cost, provide all connections to houses constructed by him, as herein provided.
- H. **Plan Checking Fee.** Any person requiring approval of plans by the District, or desiring plan checking shall pay to the District the following fee or fees. Plan checking fees shall be invoiced at a rate as shown in the current Fee Schedule. If any portion of the plans after being checked is required to be redrawn or rechecked, the Applicant shall pay additional plan check fees.

5.20 **Will Serve Letters**

- A. **Standards for Granting or Denial of Requests for "Will-Serve" Letters.**
 - (1) No "will-serve" letters shall be issued by the District for any project if, in the judgment of the Board, it is likely that the District will be unable to permit the project to be connected to the District's water system when application is made for connection. In making this determination, the Board shall take into account the estimated amount of water that will be required to serve the entire project at full development, the additional connections the District is likely to have made to its water system before application for connection for the project can properly be made, and the amount of water the District is likely to have available at that time.
 - (2) No "will-serve" letters shall be issued for any project if, in the judgment of the Board, the effect of permitting the project to be connected to the District's water system is that it will be likely to prevent others who have already obtained "will-serve" letters from the District, and who have proceeded with the development of their projects without unreasonable delay, from being able to have their projects connected to the District's water system. In making this determination, the Board shall take into account the projects for which such letters are outstanding, the current status of those projects, and the dates on which "will-serve" letters were issued by the District with respect to those projects.
- B. **Effect of "Will-Serve" Letter.** The issuance of a "will-serve" letter by the District or previously paid connection fees shall not obligate the District to reserve a connection for the project for which the letter has been issued, nor shall it confer any special preference or entitlement for connection to or service from the District. This section is declarative of the District's existing policy and practice with respect to "will-serve" letters.
- C. **Procedure for Consideration of Requests for "Will-Serve" Letters.**
 - (1) Requests for "will-serve" letters shall be considered by the Board on a case-by-case basis. Any person requesting a "will-serve" letter from the District shall submit a written request therefore to the District. The request shall include the following information:



- a. It shall identify by name, mailing address and telephone number the person requesting a "will-serve" letter from the District.
- b. It shall identify by lot, block, subdivision, assessor's parcel number, and service address, the property with respect to which the "will-serve" letter is requested.
- c. It shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.
- d. It shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.
- e. It shall disclose the anticipated starting and completion dates for the construction of the project.

D. Standards for Granting or Denial of Applications for Connections.

- (1) Applications for connections shall be considered by the District on a first-come, first-served basis without reservation. Except as otherwise expressly provided herein and in subparagraphs B through C of this Section, applications shall be entitled to priority based on the date the application is filed and all applicable District connection fees are paid; provided, however, that notwithstanding the foregoing or any other provision of this Ordinance No. 4, approval of an application shall continue to be effective only if the applicant commences construction within one hundred eighty (180) days unless the District grants an extension of time. Time extensions may be granted where the applicant shows the delay in commencement of construction has been caused by an occurrence beyond his control and which is not attributable to his fault or neglect. All applicants shall be required to complete construction within the time limit set forth in Article 5.15 of this Ordinance.
- (2) Applications for connections shall not be granted unless the District has sufficient water to serve the connection without substantial risk of impairing service to existing customers. In making its determination, the impact of any required water conservation practices shall be taken into account.
- (3) Notwithstanding subparagraphs above, this Section shall not be construed to prohibit the District from granting an application to any applicant who assigns to the District water rights to a quantity of water equal to the projected water demand of the requested water service.

E. Required Assignment of Water Rights.

- (1) In addition to compliance with all other standards for granting applications for connections, all applicants shall be required to assign to the District any and all water rights for the parcel which may be used to help meet the projected water demand of the applicant's project.
- (2) All applicants for multi-family residential, tourist accommodation unit, public service and commercial developments are required to assign water rights to IVGID in an amount sufficient to support the proposed development as a condition of project approval (i.e., issuance of will serve letter, sign off on condo plat, approval of plans, etc.) Water rights assigned to IVGID as a condition of project approval will not revert back to the applicant that assigned these rights. All assignment of water rights to IVGID shall be completed and approved by State's Engineers Office prior to IVGID approval of final plans. Water rights shall be dedicated to IVGID with the appropriate permit conditions as defined by the Director of Public Works.



F. Procedure for Consideration of Applications for Connections.

- (1) Applications for Single Family Residential connections shall continue to be processed by staff. All other applications for connections shall be considered by the Board on a case-by-case basis. Applications to be considered by the Board shall be made on the District's regular application form and shall include the following additional information:
- (2) The Applications shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.
- (3) The Application shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.
- (4) The Application shall disclose the anticipated starting and completion dates for the construction of the project.

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION AND/OR CAPACITY ENHANCEMENT ARE REQUIRED

6.01 Application for Main Extension and/or Capacity Enhancement

The following rules are established for making main extensions and/or capacity enhancement:

- A. **Application.** Any owner of one or more lots or parcels, or subdivider of a tract of land, desiring the extension of one or more water mains to serve such property, shall make a written application therefore to the District, said application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District, and be accompanied by a map showing the location of the proposed connections.
- B. **Investigation.** Upon receipt of the application, the Director of Public Works shall make an investigation and survey of the proposed extension and/or enhancement and shall report his finding to the Board, including the estimated cost thereof.
- C. **Ruling.** The Board shall thereupon consider said application and report, and after such consideration, reject or approve it.
- D. **District Lines.** All extensions thus provided for, in accordance with those regulations, shall be and remain the property of the District.
- E. **Dead-End Lines.** No dead-end lines shall be permitted, except at the discretion of the District Engineer, and in cases where circulation lines are necessary they shall be designed and installed by the Water Department as a part of the cost of the extension.

6.02 General

All costs and expenses incident to the installation and connection of any water service or other work for which a permit has been issued shall be borne by the Applicant, and shall be in addition to all fees, service and connection charges provided for in the District Water Ordinance. The Owner shall indemnify District for any loss or damage that may directly or indirectly be occasioned by the work. All work shall be made by or be authorized by the District.



6.03 Determination

If, in the opinion of the Board, the cost of a water main extension and/or enhancement is in excess of what the Board is prepared to advance, or it questions the economic advantage to the District of making such advance, then the entire cost of such improvement, including all off-site costs made necessary to provide the necessary service, shall be borne by the Applicant, subject to the Refund Agreement provided in Article 6.04 following.

6.04 Refund Agreement

- A. Any property owner who shall subsequently apply for a permit to connect to said main extension and/or capacity enhancement shall pay to the District his proper pro rata of the cost thereof, the amount of which shall be determined by the Director of Public Works. The amount so paid shall be refunded by the District to the original applicant.
- B. Upon termination of a ten (10) year period, any pro rata share shall become the property of the District.

ARTICLE 7 - GENERAL USE REGULATIONS

7.01 Number of Services per Premises

The Applicant may apply for as many services as may be reasonably required for his premises provided that the pipeline system for each service is independent of the others and that they not be interconnected.

7.02 Water Waste

- A. No Customer shall knowingly or negligently cause water waste within the District service area. Where water is wastefully or negligently used on a property, the District may discontinue the service if such conditions are not corrected within 72-hours after giving notice to the customer, owner or designated property manager.
- B. If service is disconnected due to failure to stop the waste, a turn-off fee (service call) will be charged. If the violation occurs again, the service may be disconnected and may not be restored until corrections are made to stop the waste. Continued violations may result in continued turn-offs. Fees and penalties are shown in the current Fee Schedule.

7.03 Responsibility for Equipment on Customer Premises

All appurtenances installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the Water Department without consent or interference of the Owner or occupant of the property. The property owner shall use reasonable care in the protection of the attributes. No payment shall be made for placing or maintaining said attributes on private property. Easements and rights-of-way are to be kept free of encroachment of any kind, and District shall have access to such areas, and any obstructions or encroachments in these areas shall be removed at the expense of the Customer and/or Owner. All meters and meter boxes must be clearly marked and accessible and are to be kept free of encroachment of any kind. Any obstructions, encroachments and/or inaccessibility conditions will be removed at the Customer's and/or Owner's expense, and shall become a charge on the customer's bill. The District has no responsibility to return the site to anything but its natural, un-landscaped condition.



7.04 Damage to Water Distribution System

The Customer shall be liable for any damage to the water distribution system when such damage is from causes originating on the premises by an act of the Customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks or tags by the Customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the Customer's premises. The District shall be reimbursed by the Customer for any such damage promptly on presentation of a bill. Damage to water system would also include, but not be limited to, damage to meter boxes, fire hydrants, water valves, lids, vaults and boxes, removal of meter location stakes, service lines and distribution system.

7.05 Ground Wire Attachments

All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments. Bonding to a copper water line will be accepted in accordance with the electrical code.

7.06 Customer Service Valve on the Customers Property

The Customer shall provide a valve on his side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on his premises. The Customer shall not use the meter curb stop to turn water on and off.

7.07 Relief Valves and Regulating Valves

As a protection to the Customer's or Owner's plumbing system, a suitable pressure relief valve and pressure regulating valve must be installed and maintained at the customer's or owner's expense. When check valves or other protective devices are used, the relief valve and an expansion tank shall be installed between the check valves and the water heater.

7.08 Service Size

Where increased meter and service sizes are required, the main is to be exposed by the Owner's contractor, and all work to be performed by the Owner's contractor, including materials. The District will endeavor to provide the location of the main.

7.09 Discontinued Service

The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Services will not be restored until such defects are corrected.

7.10 Interruptions in Service

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District.

7.11 Ingress and Egress

Representatives from the District shall have the right of ingress and egress to the Customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.



7.12 Non-Existent Services

Where service lines do not exist from the main to the property line, the Applicant is responsible for service line installation and costs under the Ordinances, Rules and Regulations of the District.

7.13 Pools and Tanks

When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby.

7.14 Responsibility for Equipment

The Customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the Customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown. Costs of repairs, replacements or disruption of services shall be borne by the Customer.

7.15 Use of Siphons

No siphon of any nature shall be operated from any service connected to the District's system.

7.16 Periods of Water Shortage

The District shall have the right to restrict the use of and apportion its available water supply during any emergency or other threatened or existing water shortage and may prohibit use of such water during such periods for specific uses which the District may from time to time find to be nonessential.

7.17 Uniform Plumbing Code/IAPMO

- A. The following Uniform Plumbing Code provisions are made a part of this ordinance.
- B. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards, as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.
- C. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

7.18 Responsibility for Loss or Damage

- A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which water service is supplied.



- B. The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by broken or leaking connection lines or internal plumbing, steam, hot water, chemicals, electrical connections, pressure, etc.
- C. Contractors, Owner's agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement or other compensation resulting from such damages.
- D. The District assumes no responsibility for loss or damage due to water loss or pressure. The District merely agrees to furnish such capacity in its general distribution system as required by the Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services. However, the District shall not be liable for shutdown or variations to the system that occur without prior notice by the District.

ARTICLE 8 - METERS

8.01 Meter Charge

Meters will be installed on all services. This ordinance establishes the minimum meter size to be one (1) inch. Upon required change of size by the District or by customer request for upgrade from the previous standard of 3/4" meter size (or for any size upgrade that has properly been invoiced), flat rate services will not be allowed. Meter charges, will be billed in accordance with the current Fee Schedule.

- A. All meter charges are based upon materials and labor costs, and are subject to change at the direction of the Director of Public Works if increased or decreased labor and materials costs so warrant. Only duly authorized District employees or contractors with a State of Nevada class "A" license issued by the State of Nevada Contractors Board pre-approved by the District Engineer will be authorized to install service connections. Meter installations of larger than 2 inches will be charged at actual cost of the meter.

8.02 Meter Installations

All service connections shall include the installation of approved water metering devices. New construction and/or upgrades of meter size within the District are 1-inch minimum. Meters will be installed at the property line and shall be owned by the District and installed and removed at its expense. The installation of meters for approved fire protection services shall be at the discretion of the District. The District will pay no rent or other charge for a meter or other facilities, including connections. The seal of any meters sealed by the District shall not be altered or broken except by one of its authorized employees or agents.

8.03 Change in Location of Meters

Meters moved or raised for the convenience of the Customer will be relocated at the Customer's expense. Meters moved to protect the District's property will be moved at its expense.

8.04 Adjustment for Meter Errors - Over Registering

If a meter tested at the request of a Customer is found to be registering greater than actual consumption the Customer shall be refunded no more than 6 months of overbilling.



8.05 Adjustment for Meter Errors - Under Registering

If a meter tested at the request of a Customer is found to be registering less than actual consumption the District may bill the Customer for the amount of the undercharge for no more than six months.

8.06 Non-Registering Meters

If a meter is found to be not registering, the charges for service shall be based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

ARTICLE 9 - BILLING

9.01 Billing

The regular billing period will be at the discretion of the District.

9.02 Meter Reading

Meters shall be read as nearly as possible on the same day of each billing period.

9.03 New Connections

Upon connection to the District's water distribution system, the applicable sewer service charges shall begin on the first day of the next billing period following installation of the water meter.

9.04 Disconnection

When requested by Customer, sewer service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Article 10 of this Ordinance.

9.05 Transfer of Ownership

Services are not discontinued upon transfer of ownership. District will not prorate charges on account upon transfer of ownership. Upon notification of pending sale or transfer of a property, District will obtain final water meter consumption reading on the date specified by the title company. If notification is not received from the title company for a final read the current property owner is liable for the previous charges on the account.

9.06 Person Responsible for Payment

All charges, fees and amounts due and payable shall be billed to the owner of the premises, whether or not the owner is also the occupant. For the purposes of the Ordinance, determination of lot or parcel ownership shall be based upon the latest records of the Assessor's Office of Washoe County.

Bills for the base rate for water service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for consumption are billed in arrears.



9.07 Penalties

All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle shall become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances due including penalties first.

9.08 Represents Lien on Property

Until paid, all rates, tolls and charges provided in this ordinance constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

9.09 Billing of Separate Meters Not Combined

Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made, the meter readings may be combined for billing purposes.

9.10 Water Used Without Service Application Being Made

A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

9.11 Damages Through Leaking Pipes and Fixtures

Owner or Owner's agent must be present at the property at the time scheduled by the Owner or Owner's agent for the District to turn on the water service unless a written form of consent and release of liability is submitted to the District prior to turning on the meter. The District will in no case be liable for damages occasioned by water leaking or running from open or faulty fixtures, or from broken or damaged pipes or any other appurtenances within or outside of the building structure.

9.12 Policy for Appeal for Relief from Excessive Water Charges

- A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.
- B. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to the sewer consumption caused by the leak that exceeds the annual average or a minimum of 3,000 gallons, whichever is larger. When



calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the adjusted billing period(s) will be included. This is the usage that is used to cap the residential customer's summer sewer rate.

- C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
- D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two (2) consecutive months of consumption.
- E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.
- F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets, or other issues that drain into the sewer system.
- G. Excess water use or leaks resulting from accidental water use, and the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

9.13 Checks and Electronic Funds Transfers (EFT) not honored by Bank

Checks and electronic funds transfers presented in payment of bills that are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in the current Fee Schedule will be levied by the District, plus any additional charges received from the bank. The Customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

9.14 Collection by Suit

- A. **Suit.** As an alternative to any of the other procedures herein provided, all unpaid rates and charges and penalties herein provided may be collected by suit. As an additional procedure, District shall have all rights as provided by law.
- B. **Costs.** Defendant shall pay all costs of suit in any judgment rendered in favor of District, including a reasonable attorney's fee.

9.15 Collection with Other Utility Charges

- A. **With Utility Charges of District.** Where the person charged is a user of another utility owned and operated by the District, or through a franchise agreement, the charges may be collected



together with and not separately from the charges for the other utility service(s) rendered by it. They may be billed upon the same bill and collected as one item at the discretion of the District.

- B. **Discontinuance of Service upon Delinquency.** Upon delinquency, the other utility service shall be discontinued until full payment of the account charges and penalties thereon and the charges for re-continuance of service, has been received by the District.

9.16 **Service Rates**

- A. **Rates.** For all users within the District, Residential, Irrigation and Commercial rates as shown in the current Schedule of Service Charges shall apply. The Board of Trustees shall set the water service charges when approving the annual Capital Improvement Plan and Operating Budget.
 - (1) **Non-District Service.** Where water service is provided for Customers not within the boundaries of the Incline Village General Improvement District, a service charge of two hundred percent (200%) of bulk water for construction.
 - (2) **Fire Protection.** Public fire protection rates shall be billed to the responsible fire protection agencies at the rate determined in the contract between the District and the fire protection agency.
- B. **Multi-Unit Residential Accounts.** The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential unit plus the administrative customer service account charge, plus variable and excess charges, plus defensible space charge in accordance with the current Schedule of Service Charges. Mixed use service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).
- C. **Bulk Water for Construction.** Where water is required for construction and obtained from fire hydrant or other location required by the District, a charge shall be made as shown in the current Fee Schedule as measured by the water meter installed for that purpose.
- D. **Call-Out Service Charges.** A customer requesting District assistance with Customer-related water issues (i.e., interior water leak, problem with irrigation system, water shut off at meter because customer cannot locate the customer service valve, etc.) may be billed a Call-Out Service charge, at the discretion of the Director of Public Works.

ARTICLE 10 - DISCONTINUANCE OF SERVICE

10.01 **Customer's Request for Discontinuance of Service**

A Customer's water and sewer service shall only be discontinued under a Washoe County demolition permit. All water and sewer charges will be discontinued when the conditions of the demolition permit have been met for discontinuation of service up to and including the removal of the water meter and the capping of the sewer line.



10.02 Customer's Request for Shut Off and Turn On of Service

A Customer may have their water service shut off by giving not less than five (5) days advanced notice in writing to the District. There will be no reduction in the monthly water or sewer charges during the shut off of service. The shut off and turn on will be charged a total of one (1) service call if the water meter is accessible and the work is performed during business hours. If the shut off and turn on is requested after business hours, then the Customer will be charged the service call rate in the current Fee Schedule for the shut off and turn on each. If the water meter is inaccessible, the Customer will be billed additional labor and equipment charges for making the meter accessible for shut off and turn on.

10.03 For Non-Payment of Bills

A Customer's service may be discontinued for non-payment of a bill for service furnished if the account becomes delinquent, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-payment, full monthly charges will apply. Written notice postings may be billed a posting service charge, in accordance with the current Fee Schedule.

10.04 Liability for Bills

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court or competent jurisdiction for the amount thereof.

10.05 Resumption of Service Charge

Where service has been discontinued for violation of these rules or for nonpayment of bills, the cost of discontinuing and resuming service shall be at the expense of the Customer.

- A. **Made During Regular Business Hours.** The Utility will endeavor to resume service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to resume service on the next regular business day following the day the request is made.
- B. **Made at Other Than Regular Business Hours.** When a Customer has requested that the service be resumed at a time outside of regular business hours, the District will reasonably endeavor to resume service if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.
- C. **Presence of Owner or Authorized Representative.** During requested resumption of service, the owner or their authorized representative is required to be on site, unless a written form of consent and release of liability allows the District to turn the meter on.

10.06 Unsafe Apparatus

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.



10.07 Cross-Connections

Water service may be refused or discontinued to any premise where a cross-connection exists that is in violation of State, Federal or local laws.

10.08 Fraud or Abuse

Service may be discontinued if necessary to protect the District against fraud or abuse.

10.09 For Noncompliance with Rules

The District may discontinue service to any Customer for violation of these rules after it has given the Customer at least five (5) days written notice of such intention. In case of emergency, unauthorized use, water waste, or where safety of water supply is endangered, service may be discontinued or curtailed immediately without notice.

ARTICLE 11 - PUBLIC FIRE PROTECTION

11.01 Use of Fire Hydrants

Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first secure a permit from the District, prior to use and shall operate the hydrant in accordance with instructions issued by the District. Unauthorized use of hydrants will be prosecuted according to law.

11.02 Hydrant Rental

A charge, to be determined by contract between the District and organized fire protection agencies, will be imposed for hydrant maintenance and water used for public fire protection.

11.03 Moving of Fire Hydrants

When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, he shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE

12.01 Payment of Cost

The Applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the Customer's premises to meet the requirements of the District. Requirements of the District include, but are not limited to, detector check meter, meter box, valve and valve box, and construction materials acceptable to the District.

12.02 Combined Systems Prohibited

There shall be no connection between a fire protection system and any other water distribution system on the premises.



12.03 Use

There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

12.04 Water Used for Fire Fighting not to be Charged

- A. In those instances wherein private fire protection is provided from a metered domestic water service line, the volume of water used for fire protection (fire fighting) will be estimated and that estimated volume shall be deducted from the monthly domestic service meter reading - during which the fire protection use was incurred.
- B. Estimation will be based on the averaging of the domestic water service meter reading of the 3 months before the fire. This average shall be the basis for determining the volume of fire fighting water consumed for which there will be no charge.

12.05 Water for Fire Storage Tanks

Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement and backflow protection are available. The regular water rates will be applied.

12.06 Violation of Agreement

If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service at Owner's expense.

12.07 Water Pressure and Supply

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

12.08 Rules

The following rules shall apply to fire service connection:

- A. **Additional Service.** The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The District shall charge all fees associated with each service connection.
- B. **Backflow Prevention.** The District reserves the right to require installation of an approved backflow prevention assembly.

12.09 Responsibility of Equipment

- A. The Customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water for private fire protection service, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the Customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such



equipment. This shall include but not limited to valves, detector check meter, meter box, valve box and service piping.

ARTICLE 13 - TEMPORARY SERVICE

13.01 Duration of Service

Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the District. Deposit for hydrant meter rental shall be forfeit if meter is not returned within six (6) months.

13.02 Deposit

The Applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to furnish said service exclusive of the cost of salvageable material.

13.03 Installation and Operation

All facilities for temporary service to the Customer connection shall be inspected by the District and shall be operated in accordance with its instructions.

13.04 Responsibility for Meters and Installations

The Customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours notice in writing has been given to the District that the contractor or other person is through with the meter or meters, and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the Customer. If application has been made for water connection services, the customer must arrange to make water connection in a timely manner to avoid use of the fire hydrant.

13.05 Supply From Fire Hydrant

An Applicant for temporary use of water from a fire hydrant must secure a permit, as provided in Article 11.01, therefore from the District and pay the regular fee charged for the use of a meter to be installed on said hydrant; provide himself with a hydrant wrench necessary to operate such hydrant and a proper air gap installed on the connected equipment, and pay for the water used in accordance with the meter readings, at the rates prescribed by the District.

13.06 Unauthorized Use of Hydrants

Tampering with any fire hydrant for the unauthorized use of water there from, or for any other purpose, is a misdemeanor, punishable by law.

13.07 Credit

The Applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit.



ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION

14.01 Permit Required

No person shall construct, extend, or connect to any Public Water System without first obtaining a written permit from District and paying all fees and connection charges and furnishing bonds as required. The provision of this section requiring permits shall not be construed to apply to contractors constructing water systems and appurtenances under contracts awarded and entered into by District.

14.02 Plans, Profiles and Specifications Required

The application for a permit for Public Water System construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District, prepared by a Professional Engineer registered in the State of Nevada, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.

14.03 Easements or Rights-of-Way

In the event that an easement is required for the extension of the Public Water System or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance, and all costs of removing or replacing land surfaces, landscaping or other occupancies shall be charged to the property owner.

14.04 Persons Authorized to Perform Work

Only properly licensed contractors shall be authorized to perform the work of Public Water System construction within the District. The District will not accept dedication of any Public Water System, or portions thereof, unless the construction has been performed by the holder of a Class A contractor's license issued by the Nevada State Contractor's Board. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the Contractor.

14.05 Compliance with Local Regulations

Any person constructing a water system within a street shall comply with all State, County, District or city laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction, prior to the issuance of a permit by the District.

14.06 Protection of Excavation

The Applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a water system is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the water system. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and the County or any other person having jurisdiction there over.



14.07 Design and Construction Standard

- A. Minimum standards for the design and construction of water systems within the District shall be in accordance with the District's "Requirements for Construction of Water and Sewer" heretofore or hereafter adopted by District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
- B. Reproducible "Record" drawings, in PDF format, stamped and prepared by a Professional Engineer registered in the State of Nevada, showing the actual location of all mains, house connections, hydrants, valves and appurtenances, shall be filed with the District before final acceptance of the work.

14.08 Completion of Water System Required

Before any acceptance of any water line by the District, the water line shall be tested and shall be complete in full compliance with all requirements of the District's "Requirements for Construction of Water and Sewer" and to the satisfaction of the District Engineer.

ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE

15.01 Capital Improvement Charge

A water capital improvement charge shall be billed to each residential, irrigation and commercial water service, as shown in the current Schedule of Service Charges.

The capital improvement charge represents each customer's contribution to the overall capital improvement of the total utility infrastructure for replacement and upgrade. Annually, the long term capital improvement costs are adjusted in the Capital Improvement Plan to meet the needed utility replacements and upgrades. The capital improvement charge may be adjusted annually by the Board of Trustees during the review and approval of the annual Capital Improvement Plan and Annual Budget.

15.02 Duration

The monthly water capital improvement charge is to take effect July 1, 1992.

15.03 Unimproved Parcels

The Water Capital Improvement Charge will also apply to undeveloped parcels. The charge shall be due when an application for connection to the water system of the District is made. The total retroactive Capital Improvement Charge is shown in the current Schedule of Service Charges. Larger services will be adjusted higher by the capacity ratio.

ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS

16.01 General Policy

- A. **Purpose.** The purpose of this Article is:
 - (1) To protect any public potable water supply of the District from the possibility of contamination or pollution by isolating within the customer's internal distribution system or the customer's private water system such contaminants or pollutants which could backflow into the public water systems; and



- (2) To promote the elimination or control of existing cross-connections, actual or potential, between the consumer's in-plant potable water system and non-potable water system, plumbing fixtures and industrial piping systems; and
- (3) To provide for the maintenance of a continuing Cross Connection Control Program which will systematically and effectively prevent the contamination or pollution of all potable water systems within the jurisdiction of District. This program shall also meet the requirements of the Safe Drinking Water Act Amendments of 1986 Public Law 99-339, Nevada Administrative Code section 445A.67185 to 67255, and the current adopted version of the Uniform Plumbing Code as approved by the Director of Public Works, and meets all of the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (hereinafter referred to as USCFC&HR), and the American Water Works Association manual M14 with AWWA C506-84 Standards for Reduced Pressure Principle Assemblies, Double Check Valve assemblies, spill proof vacuum breakers, atmospheric vacuum breakers, air gaps, and pressure vacuum breaker backflow prevention devices including any existing or future amendments.

- B. **Responsibility.** The Director of Public Works, or his designee, shall be responsible for the protection of the public potable water system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of said Director of Public Works, an approved backflow prevention assembly is required at the customer's water service connection, or within the customer's private water system, the Director of Public Works or his designated agent shall give notice in writing to said customer to install such an approved assembly(s) at specific locations on the customer's premises. Immediately upon receipt of the notice, the customer shall install such assembly at the customer's sole expense. Failure or refusal on the part of the consumer to make such installation and to have such tested yearly, or as required by the District by a certified backflow prevention assembly tester approved by the District's backflow administrator and maintained in good working order shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.
- C. **Non-Liability of District.** The District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair, or maintenance of, or interfering with, any protective device by any customer of the District or any other person.
- D. **Shared Responsibility.** Customers must share in the responsibility for the protection of the potable water system. Customers must maintain their water piping system so that pollutants do not backflow into the District water mains. It is also the customer's responsibility to report any possible hazard that may affect the District water mains. Reports should be made to the Director of Public Works as soon as a hazard is detected.

16.02 **Backflow Definitions**

- A. **Approved.** Accepted by the Director of Public Works as meeting an applicable specification contained in this ordinance, or as suitable for the proposed use.
- B. **Auxiliary Water Supply.** Any water supply on or available to the premises other than the District's approved public water supply and which is within District's water service area shall constitute an auxiliary water supply. Any intakes from Lake Tahoe or groundwater supply wells that are within the District's water service area that are not in direct control of District shall constitute auxiliary water supplies.



- C. **Backflow.** The reversal of normal flow of water caused by either back-pressure or back-siphoning.
- D. **Approved Backflow Prevention Devices.** An assembly or means to prevent backflow that has been manufactured in conformance with the standards established by the American Water Works Association entitled:
- (1) AWWA M14 and C506-84 Standards for Reduced Pressure and Double Check Valve Backflow Prevention Devices and spill proof vacuum breakers, pressure vacuum breakers and air gaps;
 - (2) and have met the laboratory and field performance specifications of the USCFCCC&HR established by
 - (3) Specifications of Backflow Prevention Assemblies, Section 10 of the most current issue of the Manual of Cross Connection Control.
 - (4) Any AWWA and USCFCCC&HR standards and specifications, including existing and future amendments, are hereby adopted by the District and made a part hereof by reference.
 - (5) The following testing laboratory has been qualified by the Director of Public Works to test and certify backflow preventers.
 - a. Foundation for Cross Connection Control and Hydraulic Research
 - b. University of Southern California, Los Angeles, California
- E. **Air-gap.** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing, fixture, or other device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel, and in no case less than one inch. Any air gap placed near sidewalls, ribs or similar obstructions shall be a distance greater than three times the diameter of the effective opening.
- F. **Reduced Pressure Principle Assembly.** An assembly of two independently acting approved check valves with resilient seated shut off valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the two check valves and properly located test cocks for testing each valve. The entire assembly shall meet the design and performance specifications as determined by laboratory and field evaluation programs resulting in the approval of said assembly by the USCFCCC&HR. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At the cessation of a normal flow, differential relief valves shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.
- G. **Double Check Assembly Valve.** An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves. The assembly must also meet the specifications for approval by the USCFCCC&HR, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by a laboratory and field evaluation program resulting in an approval by the USCFCCC&HR. To be approved, these assemblies must be readily accessible for in-line testing and maintenance.



- H. **Pressure Vacuum Breaker Assembly.** This assembly shall include an approved internally loaded check valve and a loaded air opening to atmosphere on the discharge side of the check valve between two resilient seated shut-off valves. This assembly may only be used in irrigation systems that do not inject contaminants into the irrigation systems. Use will be limited to irrigation systems only.
- I. **Contamination.** An impairment of the quality of the potable water by materials to a degree which creates an actual or potential hazard to the public health.
- J. **Cross-Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which backflow may occur into the potable water system.
- K. **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
 - (1) **Hazard - Health.** Any condition, device, or practice in the water supply system and its operation which could create or may create a danger to the health and well being of the water consumer.
 - (2) **Hazard - Pollution.** An actual or potential threat to the physical properties of the water system or the consumer's potable water system, which constitutes a nuisance or is aesthetically objectionable or could cause damage to the system or its appurtenances, but which is not dangerous to human health.
- L. **Spill-Resistant Vacuum Breaker.** An assembly containing an independently operating internally loaded check valve and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with a properly located resilient seated test cock, a properly located bleed/vent port and tightly closing resilient seated shut-off valves attached to each end of the assembly. This assembly is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back-siphonage condition only.

16.03 **Requirements**

- A. **Policy.**
 - (1) No water service connection to any premises may be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and this ordinance. Service of water to any premises may be discontinued by the District if a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
 - (2) The customer's system shall be open for inspection at all reasonable times to authorized representatives of District to determine whether cross-connections or other structural or sanitary hazards exist. When such a hazard becomes known, the Director of Public Works may deny or discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state law and local ordinances relating to plumbing and water supplies and any regulations adopted pursuant thereto.
 - (3) An approved backflow preventer shall be installed on each service line to a customer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line, wherever the following conditions exist:



- a. In the case of premises having an auxiliary water supply, the public water system shall be protected by installing an approved backflow preventer in the service line appropriate to the degree of hazard. No cross-connection between the auxiliary water supply and the public water system shall be made.
 - b. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow preventer in the service line appropriate to the degree of hazard.
 - c. In the case of premises having (1) internal cross-connection that cannot be permanently corrected or controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected by installing an approved backflow preventer in the service line.
 - d. Any customer wishing to fill water trucks or other equipment shall fill out a District application for service and have that equipment inspected and approved by a representative of the District. An approved air-gap must be installed before filling from the potable water supply. Violation of this section shall result in a fine shown in the current Fee Schedule and disqualification from service.
- (4) A customer's service may be discontinued for non-compliance, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-compliance, full monthly charges will apply. The District will bill the customer for posting a written notice of non-compliance in accordance with the current Fee Schedule. Water shut-off and turn-on charges due to non-compliance will apply in accordance with the current Fee Schedule.
- B. Type of Backflow preventer.** The type of backflow preventer required shall depend upon the degree of hazard which exists as follows:
- (1) Where there is an auxiliary water supply, a minimum of a double check valve assembly will be required.
 - (2) Where there is any pollution hazard, the public water system shall be protected with a minimum of an approved double check valve assembly.
 - (3) Where there is any health hazard, the public water system shall be protected by an approved air gap or an approved reduced pressure principle assembly. Hospitals, sewage treatment plants and structures with chemical additives in fire sprinkler systems are examples of these type premises.
 - (4) Where access is denied or is impossible or impractical to make a cross-connection survey, the public water supply shall be protected with an approved air gap or an approved reduced pressure principle assembly depending on the degree of hazard.
- C. Approval Required.** Any backflow preventer required herein shall be a model and size approved by the Director of Public Works. Any below-grade applications must be approved by the District prior to installation.
- D. Inspections.**
- (1) It shall be the joint duty of the District and the Customer at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once a year thereafter or as determined necessary by the Director of Public Works. In those instances where the Director of Public Works



deems the hazard to be great enough he may require testing at more frequent intervals. All inspections and tests shall be performed by a certified District employee or certified tester approved by the District. All testers shall be approved by the District and carry a current Backflow General Testers license approved by the State of Nevada and the District. All testers will follow the rules and procedures of the current adopted version of the Manual of Cross Connection Control issued by USCFCCC&HR. The District requires that a 3.0 PSID buffer be maintained on all reduced pressure assemblies. The District reserves the right to disqualify any tester from testing within the District for failure to adhere to the policies and standards set forth by the District and this Ordinance. All gauges shall meet the requirements of the current adopted version of The Manual of Cross Connection Control and be calibrated on an annual basis to meet manufactures recommendations. The current calibration records shall be submitted with any test performed within the District. It shall be the responsibility of the Director of Public Works to make sure the tests are made in a timely manner, all test forms shall be submitted to the District compliance department within two (2) business days. All extensions must be approved by the District. The customer shall bear the cost of the inspection, repairs and testing. Records of testing and repairs shall be kept by the District Utilities Department when said work is completed for a period of five years.

- (2) All Industrial, commercial, residential, multi residential and all other properties with backflow devices installed and requiring testing according to this Ordinance shall provide access upon request to any authorized representative of the District to perform such testing or provide acceptable test results to the District from an approved State of Nevada backflow tester, pre-approved by the Director of Public Works, of the customer's choice.
- (3) It shall be the joint duty of the District and the Customer at any premises where there is an auxiliary water supply to have a cross-connection survey completed upon installation and at least once a year thereafter or as determined necessary by the Director of Public Works. In those instances where the Director of Public Works deems the hazard to be great enough he may require a cross-connection survey at more frequent intervals. All cross-connection surveys shall be performed by a certified District employee or certified specialist approved by the District. All specialists shall be approved by the District and carry a current Backflow Specialist license approved by the State of Nevada and the District. All specialists will follow the rules and procedures of the current adopted version of the Manual of Cross Connection Control issued by USCFCCC&HR. The District reserves the right to disqualify any specialist from performing cross-connection surveys within the District for failure to adhere to the policies and standards set forth by the District and this Ordinance. It shall be the responsibility of the Director of Public Works to make sure the cross-connection surveys are made in a timely manner, all survey results shall be submitted to the District compliance department within two (2) business days. All extensions must be approved by the District. The customer shall bear the cost of the cross-connection survey. Records of cross-connection survey shall be kept by the District Utilities Department when said work is completed for a period of five years.

E. **Charges for Backflow Testing.** Charges for backflow testing/repairs performed by the District shall be a minimum rate, or actual cost, labor and materials, as determined by the Director of Public Works and/or in accordance with the current Fee Schedule.

F. **Exclusions.** All presently installed backflow prevention assemblies which do not meet the requirements of this section, but which were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements, be excluded from the requirements of these rules so long as the Director of Public Works is satisfied that they will protect the public water system. Whenever such device is moved, removed, or requires more than minimum



maintenance or when the District finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section. Any plumbing improvements requiring a building permit will require that the rules of this ordinance be observed.

ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS

17.01 General Policy

When in the opinion of the Board of Trustees circumstances require water conservation by District customers, the Board may impose one or more of the following conditions after consideration of those circumstances at a regular public hearing after notice to the customers as provided for in NRS 318.199.

A. Limited Conservation

- (1) Restrict watering to evening and morning hours. Watering is allowed between the hours of 7 p.m. and 11 p.m., and between 5 a.m. and 9 a.m. There is no restriction to hand watering using hoses with self-closing nozzles.
- (2) Prohibit wash-down of driveways, sidewalks, parking lots and other impervious surfaces.

B. Moderate Conservation

- (1) All items under Limited Conservation.
- (2) Restrict landscape irrigation to alternate days. Odd-numbered addresses allowed to water on odd-numbered calendar days; even-numbered addresses allowed to water on even-numbered calendar days. No irrigation allowed on the 31st day of the month.
- (3) Limit use of water from fire hydrants to actual fire fighting use.
- (4) Hand-washing of vehicles allowed only with hoses equipped with self-closing nozzles.

C. Strict Conservation

- (1) All items under Moderate Conservation.
- (2) No landscape or lawn irrigation under any circumstances.
- (3) No new lawn or landscape installation.
- (4) No wash-down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.
- (5) Impose an excess consumption charge of 300% of the existing rate per 1,000 gallons for water use in excess of the base rate.

D. Circumstances Under Which Conservation May be Required

- (1) The Board, upon its findings that one or more of the following emergency conditions are present, may impose any or all of the above-mentioned restrictions:
 - a. Water scarcity condition exists or is likely to exist.
 - b. Failure of water production, storage or distribution system(s).
 - c. Demand for service in excess of the District's authorized water rights.
 - d. Order of any agency of the federal, state or local government having jurisdiction in such matters.
 - e. Any other condition that may require such action.



ARTICLE 18 - LANDSCAPING

18.01 Intent

The intent of this section is to implement landscaping standards which will result in the conservation of water, and eliminate water waste.

18.02 Applicability

This section applies to all new construction, remodeling where the building and deck footprint increases by more than 15%, any irrigation meter application, all Washoe County irrigation system permit applications, and/or an improvement requiring an increase of the service line or meter.

18.03 Requirements

All applicants must submit a landscaping plan as part of the permit process. The landscaping plan must identify turf coverage, irrigation systems, plant selections, water features, maintenance schedules, and installer/owner information.

18.04 Design and Construction Standards

Minimum standards for the planning, design, and construction of landscape irrigation systems within the District shall be in accordance with the District's "Landscaping Requirements" copies which are on file in the District office. The District Engineer may permit or require modifications where special or unusual conditions are encountered.

18.05 Completion of Work Required

Before final approval of the work, or turn-on of the irrigation system, the landscape plan shall be complete in full compliance with all the requirements of the District's "Landscaping Requirements".

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Approve Resolution 1868 for the Proposed Sewer Schedule of Service Charges, Water Schedule of Service Charges and Fee Schedule.

DATE: March 27, 2019

I. RECOMMENDATION

That the Board of Trustees approve Resolution 1868 for the Proposed Sewer Schedule of Service Charges, Water Schedule of Service Charges and Fee Schedule.

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #2, Finance; The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management. Under Objectives for 2018-20, it specifically states, Prepare a five-year projection of financial results for each audited fund for operations, capital improvement and debt service as a part of budget deliberations.

III. FINANCIAL IMPACT AND BUDGET

The Public Works Department conducts an annual rate study to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while maintaining an appropriate Level of Fund balance and Working Capital. The rate study includes a five-year projection for revenues and expenses with an eye out for large capital projects outside of the five-year window. This annual effort insures rates are meeting the needs of the District and that adjustments can be made efficiently and effectively. The rate study is based on utility management strategies, industry best practices and District historical rates.

The 2019 Utility Rate study recommendation is to increase water rates by 4.0% and sewer rates by 4.0% for a total utility rate increase of 4.0%. The utility rates are scheduled for an average 3.5% increase for the next five years to meet the projections presented in this memo.

IV. BACKGROUND

At the January 23, 2019 District Board of Trustees Meeting, Staff conducted a Utility Rate Study presentation that 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 from the January 23, 2019 Board of Trustees Meeting is posted on the IVGID website and the reader can review that document and listen to the presentation on LiveStream. At the February 6, 2019 Board of Trustees meeting the Board authorized April 10, 2019 as the date for the public hearing and directed staff to publish the Ordinance 2 and Ordinance 4 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.

<https://www.yourtahoeplace.com/events/notice-of-public-hearing-ordinances-2-and-4-1-1>

The final version of the Sewer Schedule of Service Charges, Water Schedule of Service Charges and Fee Schedule follows this memo. Exhibit A, B and C are being removed from Ordinance 2 and Ordinance 4 and are being placed into a single Schedule of Service Charges and Fee Schedule for water rates, sewer rates, connection fees and miscellaneous fees and charges. The Ordinances are being prepared in this manner so they can be more readily adopted into the IVGID Code at a future date.

V. BID RESULTS

Not applicable.

VI. ALTERNATIVES

Not adopt the Sewer Schedule of Service Charges, Water Schedule of Service Charges and Fee Schedule and not increase sewer rates. This will have a long term negative impact on the assets and financial health of the District. Water and sewer systems have regulatory oversight so the District must meet operation and infrastructure standards regardless of available funds.

VII. COMMENTS

The Public Hearing for the Sewer Schedule of Service Charges, Water Schedule of Service Charges and Fee Schedule is scheduled to be conducted on April 10, 2019.

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.



Resolution No. 1868

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

WHEREAS, on the 10th day of April, 2019, 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 10th day of April, 2019 by the following vote:

AYES, and in favor thereof,

NOES:

ABSENT:

Tim Callicrate
Secretary



**GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM**

EXHIBIT A

**SEWER – SCHEDULE OF SERVICE
CHARGES**

**WATER – SCHEDULE OF SERVICE
CHARGES**

FEE SCHEDULE



SEWER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/10/19, Resolution No. 1868

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$19.54
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$3.97
3/4" Base Monthly Invoice	\$54.96
Sewer Use*	\$3.20/1000 gallons
3/4" Sewer Connection**	\$3,230
3/4" Sewer Retroactive Capital Improv**	\$1,940

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$32.63
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$3.97
1" Base Monthly Invoice	\$89.12
Sewer Use*	\$3.20/1000 gallons
1" Sewer Connection**	\$5,400
1" Sewer Retroactive Capital Improv**	\$3,240

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$65.07
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$3.97
1.5" Base Monthly Invoice	\$173.77
Sewer Use*	\$3.20/1000 gallons
1.5" Sewer Connection**	\$10,770
1.5" Sewer Retroactive Capital Improv**	\$6,470

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$104.15
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$3.97
2" Base Monthly Invoice	\$275.75
Sewer Use*	\$3.20/1000 gallons
2" Sewer Connection**	\$17,240
2" Sewer Retroactive Capital Improv**	\$10,350

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$195.40
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$3.97
3" Base Monthly Invoice	\$513.87
Sewer Use*	\$3.20/1000 gallons
3" Sewer Connection**	\$32,340
3" Sewer Retroactive Capital Improv**	\$19,430

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$325.73
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$3.97
4" Base Monthly Invoice	\$853.97
Sewer Use*	\$3.20/1000 gallons
4" Sewer Connection**	\$53,910
4" Sewer Retroactive Capital Improv**	\$32,380

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$651.27
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$3.97
6" Base Monthly Invoice	\$1,703.47
Sewer Use*	\$3.20/1000 gallons
6" Sewer Connection**	\$107,790
6" Sewer Retroactive Capital Improv**	\$64,740

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,042.07
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$3.97
8" Base Monthly Invoice	\$2,723.27
Sewer Use*	\$3.20/1000 gallons
8" Sewer Connection**	\$172,470
8" Sewer Retroactive Capital Improv**	\$103,590

10" Service Rates (CAF = 76.65)	
Sewer Base x CAF x Users	\$1,497.74
Sewer Capital Improv x CAF x Users	\$2,410.64
Sewer Admin Fee per Account	\$3.97
10" Base Monthly Invoice	\$3,912.35
Sewer Use*	\$3.20/1000 gallons
10" Sewer Connection**	\$247,890
10" Sewer Retroactive Capital Improv**	\$148,890

..

* **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 4/10/19, Resolution No. 1868

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$11.97
Water Capital Improv x CAF x Users	\$15.10
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3/4" Base Monthly Invoice	\$32.09
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 20,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 60,000 gal	\$1.34/1000 gallons
3/4" Water Connection	\$1,610
3/4" Water Retroactive Capital Improv	\$1,840

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$19.99
Water Capital Improv x CAF x Users	\$25.22
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1" Base Monthly Invoice	\$50.23
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 33,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 100,200 gal	\$1.34/1000 gallons
1" Water Connection	\$2,680
1" Water Retroactive Capital Improv	\$3,070

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$39.86
Water Capital Improv x CAF x Users	\$50.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1.5" Base Monthly Invoice	\$95.16
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 66,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 199,800 gal	\$1.34/1000 gallons
1.5" Water Connection	\$5,350
1.5" Water Retroactive Capital Improv	\$6,120

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$63.80
Water Capital Improv x CAF x Users	\$80.48
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
2" Base Monthly Invoice	\$149.30
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 106,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 319,800 gal	\$1.34/1000 gallons
2" Water Connection	\$8,560
2" Water Retroactive Capital Improv	\$9,790

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$119.70
Water Capital Improv x CAF x Users	\$151.00
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3" Base Monthly Invoice	\$275.72
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 200,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 600,000 gal	\$1.34/1000 gallons
3" Water Connection	\$16,070
3" Water Retroactive Capital Improv	\$18,380

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$199.54
Water Capital Improv x CAF x Users	\$251.72
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
4" Base Monthly Invoice	\$456.28
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 333,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,000,200 gal	\$1.34/1000 gallons
4" Water Connection	\$26,780
4" Water Retroactive Capital Improv	\$30,630

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$398.96
Water Capital Improv x CAF x Users	\$503.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
6" Base Monthly Invoice	\$907.26
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 666,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,999,800 gal	\$1.34/1000 gallons
6" Water Connection	\$53,540
6" Water Retroactive Capital Improv	\$61,240

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$638.36
Water Capital Improv x CAF x Users	\$805.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
8" Base Monthly Invoice	\$1,448.66
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,066,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 3,199,800 gal	\$1.34/1000 gallons
8" Water Connection	\$85,670
8" Water Retroactive Capital Improv	\$97,990

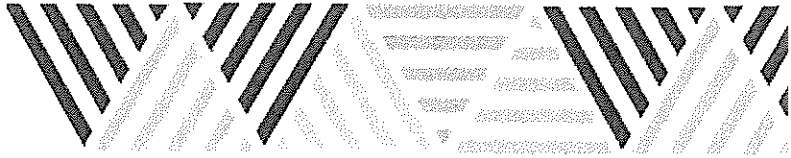
10" Service Rates (CAF = 76.65)	
Water Base x CAF x Users	\$917.50
Water Capital Improv x CAF x Users	\$1,157.42
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
10" Base Monthly Invoice	\$2,079.94
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,533,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 4,599,000 gal	\$1.34/1000 gallons
10" Water Connection	\$123,140
10" Water Retroactive Capital Improv	\$140,840



FEE SCHEDULE

As Adopted on 4/10/19, Resolution No. 1868

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$75/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$65/per device
	Repairs at cost
Plan Check Fees	\$90/hour
Inspection Fees	\$90/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$40/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,000/deposit
	\$40/month
1.5" Meter Rental Charges	\$100/deposit
	\$20/month
3/4" Meter Rental Charges	\$100/deposit
	\$15/month
Bulk Water for Construction	\$1.55/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%



TRI-STRATEGIES

Government Relations & Public Affairs

To: Incline Village General Improvement District Board of Trustees
From: Tri-Strategies
Subject: Legislative Update
Date: 04-02-19

Legislative Update

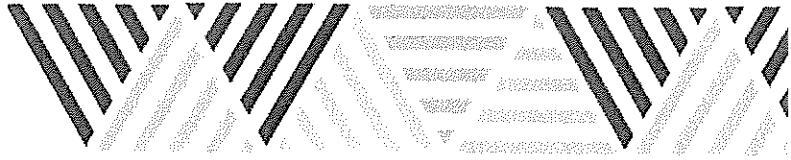
I. Overview

Today marks the 58th day of the 120-day Legislative Session. April 12th is the deadline for First House Committee Passage, meaning that all bills need to be passed by the legislative chamber (Assembly or Senate) were they originated in order to survive.

II. Senate Bill 279

A. Process:

As discussed at the Board of Trustees meeting on March 28th, Senate Bill 279 was introduced in Senate Government Affairs on March 27th. This is the bill that applies specifically to general improvement districts and their respective processes for the disposition of real property. It was introduced by Senator Ben Kieckhefer. Washoe County spoke in favor of the bill and we provided testimony under "neutral." Both Senator Kieckhefer and Tri-Strategies clarified on the record that IVGID has followed all rules and procedures as they currently exist.



TRI-STRATEGIES

Government Relations & Public Affairs

The next step for SB 279 is to receive a work session in Senate Government Affairs, where they will take an up or down vote on it. If it passes out of that Committee then it will return to the Senate Floor where the Senate as a whole will vote on it. If it passes the floor it will then go through the entire process again in the Assembly.

B. What the Bill Does:

As discussed above, this bill applies specifically and exclusively to general improvement districts. Though we have discussed it during the March 28th Board of Trustees meeting, to recap, we believe SB 279 significantly burdens the process by which a GID can sell real property compared to their current requirement. This bill sets forth new requirements to be met before such a sale can occur. Those new procedures include:

- (1) requiring, with limited exceptions, the board of trustees to obtain two independent appraisals of the real property; and
- (2) prohibiting, with limited exceptions, the board from selling the real property for less than the appraised value.

Additionally, this bill requires the board to adopt procedures for creating and maintaining a list of qualified appraisers. It also requires the board of trustees, before ordering the sale of real property, to adopt a resolution at a public meeting:

- (1) declaring the intent of the board to sell the real property;
- (2) finding that the sale is in the best interest of the district; and
- (3) fixing a time for an additional public meeting of the board at which sealed bills for the real property will be considered.

It also sets forth certain public notice requirements for the first meeting where the board may adopt such a resolution; and the second meeting at which the property may be sold. It also sets forth the procedures for selling the real property at the second meeting. Finally, this bill provides that any sale of real property by a board of trustees is void if the sale violates any of the requirements or procedures previously described.



TRI-STRATEGIES

Government Relations & Public Affairs

SB 279 has been referred to the Senate Committee on Government Affairs, which is chaired by Senator David Parks. As you know, it was heard on March 27th. It currently is not scheduled for a Work Session and thus is not scheduled for a vote in that committee.

III. Other Bills Being Tracked

- **Assembly Bill 18**

This bill deals with the express powers of a local government bodies. Existing law provides the governing bodies of incorporated cities, unincorporated towns and general improvement districts with certain express powers. (Chapter 268, 269 and 318 of NRS)

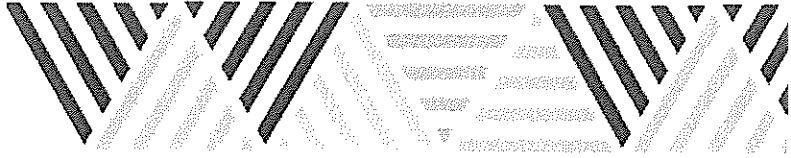
Sections 1-4 of this bill authorize those governing bodies to provide for the construction, installation and maintenance of ramps that comply with the Americans with Disabilities Act of 1990. (42 U.S.C. §§ 12101 et seq.)

Sections 1-3 of this bill authorize those entities to locate such ramps within any public easement or right-of-way if the public easement or right-of-way is within a reasonable proximity of any public highway and the ramp may be located safely within the public easement or right-of-way without damaging the facilities of other persons who are authorized to place their facilities within the public easement or right-of-way.

Status: Received a hearing in Assembly Government Affairs on February 28, 2019. Has not been voted out of committee.

- **Assembly Bill 70**

This bill allows (does not mandate) public bodies the ability to delegate decisions concerning litigation to the Board Chair; (Sec.3)



TRI-STRATEGIES

Government Relations & Public Affairs

It also Increases potential fines for repeat offenders of Open Meeting Law;
(Sec 12)

It requires that public make “reasonable efforts” to utilize a room large enough to accommodate “anticipated size” of the public turnout, but clarifies that meeting can go on without an OML violation as long as reasonable efforts where made;
(Sec 6)

It clarifies that OML trainings would fall outside of OML requirements , trainings can be conducted by AG’s office or legal counsel for the public body;(Sec 5)

It only requires “reasonable efforts” to have members who participate in meeting telephonically/electronically be heard and clarifies that a public body may continue their meeting as long as a quorum was able to participate; (Sec 2)

Amendment removes previous bill requirement that the agenda be approved;
(Sec 6)

Requires public bodies to maintain audio or transcripts of meetings for 3 years up from 1 year. (Sec 7)

Permits the AG’s office to decline to investigate OML complaints raised “in bad faith” (Sec 10)

Status: Received a hearing in Assembly Government Affairs on March 6, 2019. Has not been voted out of committee.

- **Assembly Bill 86**

Exempts certain purchases by local governments from requirements of competitive bidding;



TRI-STRATEGIES

Government Relations & Public Affairs

Increases the monetary thresholds at which local governmental purchasing contracts must be advertised;

Authorizes a local government to dispose of personal property by donating it to another governmental entity or nonprofit organization;

Authorizes the Administrator of the Purchasing Division of the Department of Administration to enter into a contract pursuant to a solicitation by certain governmental entities;

Revises provisions governing certain preferences for businesses owned and operated by a veteran with a service connected disability.

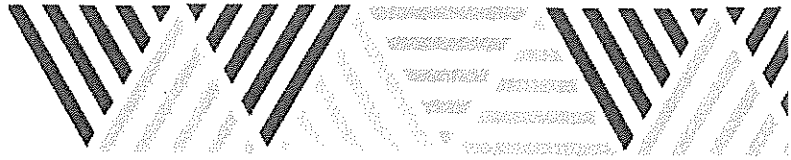
Status: Received a hearing in Assembly Government Affairs on February 21, 2019. Had a work session on March 22, 2019. Has not been voted out of committee.

- **Assembly Bill 101**

This bill authorizes a private plaintiff to bring an action for a declaratory judgment to determine whether the State of Nevada or a political subdivision of the State violated any applicable provision of state law or a local ordinance;

It states that if a court issues a declaratory judgment finding that any alleged action of the State or political subdivision violated any applicable provision of state law or a local ordinance, the action taken by the State or political subdivision is null and void;

It allows a private individual to seek declaratory judgment in an action of a government entity thereby making government entities more susceptible to lawsuits.



TRI-STRATEGIES

Government Relations & Public Affairs

Status: Received a hearing in Assembly Judiciary on February 14, 2019. Has not been voted out of committee.

- **Assembly Bill 136**

Under existing law, any contract for a public work whose cost is \$250,000 or more, is subject to the prevailing wage requirements. (NRS 338.075, 338.080)

Among other things, this bill lowers the minimum threshold for the applicability of prevailing wage requirements from \$250,000 to \$100,000.

Status: Received a hearing in Assembly Government Affairs on March 8, 2019. Received a Work Session on March 11, 2019 and passed out of committee. Read on Floor a Second Time, referred to Committee on Ways and Means. Heard on April 1, 2019 in Ways and Means.

- **Assembly Bill 179**

Existing law prohibits a provision in a contract for a public work that requires a contractor to waive a right to damages or an extension of time acquired as a result of a delay caused by certain actions by the public body. (NRS 338.480, 338.485)

This bill extends this provision to both prime contractors and subcontractors.

This bill also prohibits the waiver of a right to damages or an extension of time acquired that results from an acceleration, disruption or impact event that is unreasonable in length, caused by the public body in certain circumstances or within the control of the public body.

Status: Referred to Assembly Committee on Government Affairs. Has not received a hearing.



TRI-STRATEGIES

Government Relations & Public Affairs

- **Assembly Bill 190**

This bill lowers the threshold for applicability of prevailing wage requirements from \$250,000 to \$100,000.

Section 5 of this bill also sets the requirements pursuant to which a contractor or subcontractor engaged on a public work may discharge any part of his or her obligation to pay prevailing wages to a worker by providing bona fide fringe benefits in the name of the worker.

Existing law prohibits a public body from: (1) requiring or prohibiting a bidder, contractor or subcontractor from entering into or adhering to any agreement with one or more labor organizations in regard to a public work; or (2) discriminating against a bidder, contractor or subcontractor for entering or not entering into any agreement with one or more labor organizations in regard to the public work.

Section 31 of this bill eliminates these prohibitions.

Status: Received a hearing in Assembly Government Affairs on March 20, 2019. Has not been voted out of committee. Scheduled for work session on April 5, 2019

- **Assembly Bill 240**

This bill requires Carson City, Douglas County, Lyon County, Storey County and Washoe County to each prepare a report at the end of each calendar year between July 1, 2019, and December 31, 2022, that identifies issues relating to and makes recommendations regarding the orderly management of growth in those counties and the region that those counties comprise.

This bill also authorizes each such county to consult with and solicit input from other entities in the county in preparing the annual report.



TRI-STRATEGIES

Government Relations & Public Affairs

This bill also requires certain representatives of these counties to: (1) meet jointly at least twice in each calendar year during the period between January 1, 2020, and December 1, 2023, to identify and discuss issues relating to the orderly management of growth in the region, including issues identified in the counties' annual reports; and (2) prepare annual joint reports relating to those meetings for submission to the Legislative Commission.

This bill also requires the final annual joint report to comprehensively address all the issues identified and recommendations made by the counties during the period between January 1, 2020, and December 1, 2023, relating to the orderly management of growth in the region.

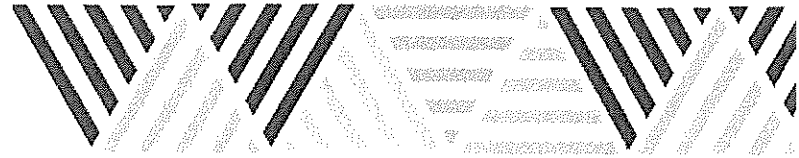
Status: Received a hearing in Assembly Government Affairs on March 11, 2019. Received a Work Session on March 15, 2019, and passed out of committee. Has not been voted on by Floor.

- **Assembly Bill 413**

In order to understand this bill, it is necessary to understand existing law. Existing law requires a governing body of a local government to determine whether a proposed rule is likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business. If so, the governing body or its designee must prepare a small business impact statement which must be considered by the governing body at the meeting immediately preceding the meeting held to adopt the proposed rule.

A business that is aggrieved by a rule may object to all or a part of the rule if: (1) the governing body or its designee failed to prepare a business impact statement; or (2) the business impact statement is inaccurate or incomplete. (NRS 237.080, 237.090, 237.100)

This bill provides that if a governing body fails to consider the business impact



TRI-STRATEGIES

Government Relations & Public Affairs

statement before taking action to adopt a proposed rule, the action taken by the governing body is void.

This bill also authorizes a business to file a petition objecting to a rule on the grounds that the governing body of a local government failed to consider the business impact statement before adopting the rule.

This bill also requires the governing body to take action to readopt the rule after the governing body considers the business impact statement.

Status: Referred to Assembly Government Affairs. Hearing scheduled for April 5, 2019

- **Senate Bill 10**

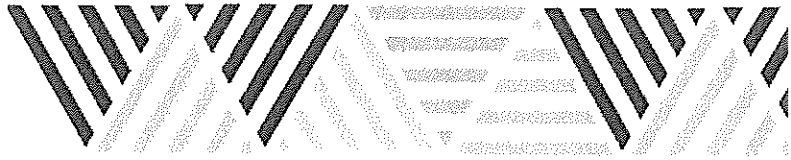
Existing law sets the maximum salary a member of a board of trustees of a general improvement district may receive. (NRS 318.085)

This bill increases the amount a member of a board of trustees of a general improvement district may be compensated from \$6,000 to \$9,000.

Alternatively for those GID that have certain powers which permits them to currently pay \$9,000, this bill increase the allowable compensation to be \$12,000.

This bill additionally defines "compensation" as salary or wages to the exclusion of other potential benefits such as medical insurance

Status: Received a hearing in Senate Government Affairs on February 13, 2019. Received a Work Session on March 1, 2019. Passed out of Committee, has not received a vote on the floor.



TRI-STRATEGIES

Government Relations & Public Affairs

- **Senate Bill 42**

This bill repeals the provisions of chapter 486A of NRS, relating to the use of alternative fuels in certain public fleets of motor vehicles in counties whose population is 100,000 or more (currently only Clark and Washoe Counties).

The provisions that are being repealed under certain circumstances are chapter 486A of NRS, which state that the State Environmental Commission is required to adopt regulations regarding: (1) standards and requirements for alternative fuels; (2) specifications for clean vehicles and motor vehicles that use alternative

fuels; (3) the acquisition of clean vehicles and motor vehicles that use alternative fuels by certain fleets; (4) standards for emissions from motor vehicles that are converted to alternative fuels; and (5) the establishment of a procedure for approving variances or exemptions from certain requirements. (NRS 486A.150)

Status: Received a hearing in Senate Growth and Infrastructure on February 7, 2019. Received a Work Session on March 5, 2019 was passed out of Committee, has not received a vote on the floor.

- **Senate Bill 129**

A portion of the impactful sections of this bill include sections 5 and 6 which restate more clearly the existing scope of the statutory ethical standards and their applicability to the conduct of current and former public officers and employees.

Section 6 codifies the existing rule of construction that the standards are cumulative and supplement each other and all such standards are enforceable to the extent that they apply to the given set of facts and circumstances.

Section 11 of this bill also adds to the statutory ethical standards by prohibiting public officers and employees from using their position or power in government to



TRI-STRATEGIES

Government Relations & Public Affairs

take any actions or compel a subordinate to take any actions that a reasonable person would find, based on the given set of facts and circumstances, to be a gross or unconscionable abuse of official position or power that undermines the people's faith in the integrity or impartiality of public officers and employees.

Section 35 of this bill revises the contracting prohibition to provide that, with certain exceptions, public officers and employees cannot, directly or through a third party, negotiate, bid on, enter into, perform, modify or renew any government contracts between: (1) the public officers and employees or any business entities in which they have a significant pecuniary interest; and (2) an agency in which they serve or an agency that has any connection, relation or affiliation with an agency in which they serve.

Status: Received a hearing in Senate Committee on Legislative Operations and Elections on March 13, 2019. Has not been voted out of committee.

- **Senate Bill 175**

Under existing law, a public body may contract with a design-build team for the design and construction of a discrete public works project if the public body has approved the use of the design-build team and the project has an estimated cost of more than \$5,000,000.

Furthermore, within a 12-month period a public body may contract with a design-build team for the design and construction of not more than two discrete public works projects which each have an estimated cost of \$5,000,000 or less.

This bill removes the ability of a public body to contract with a design-build team for the design and construction of **two** discrete public works projects each of which have a cost of \$5M or less. This would not go into effect until July, 2021.



TRI-STRATEGIES

Government Relations & Public Affairs

Status: Received a hearing in Senate Government Affairs on February 25, 2019. Received a Work Session on March 1, 2019, and passed out of committee. Has not been voted on the Floor.

- **Senate Bill 183**

This bill deals with the Open Meeting Law, which sets forth the minimum public notice required of a meeting of a public body including the posting of an agenda. Existing law also specifies certain information that must be included on an agenda. (NRS 244.020)

Among other things, this bill requires that if the agenda is revised in any way after it is posted, provided or delivered, the agenda must clearly indicate that the agenda has been revised, what such revisions are and the date that the agenda was revised.

Status: Received a hearing in Senate Government Affairs on February 25, 2019. Received a Work Session on March 20, 2019, and passed out of committee. Has not been voted on the Floor.

- **Senate Bill 287**

This bill applies to all state and local governmental entities. It deals with public records. Among other things this bill broadens the definition of a "public record."

It also eliminates the authority of a governmental entity to charge an additional fee for providing a copy of a public record when extraordinary use of personnel or resources is required.

It requires a governmental entity under certain circumstances to assist the requester to focus the request in such a manner as to maximize the likelihood the requester finds what they are looking for.



TRI-STRATEGIES

Government Relations & Public Affairs

It authorizes a requester of a public record to apply to a district court for an order if a request for inspection, copying or copies of a public record is unreasonably delayed.

It additionally provides that if the requester prevails in a proceeding involving an unreasonable delay they are entitled to costs, reasonable attorney's fees an \$100 per day for each day they were denied the right to inspect, copy or receive a copy of the public record AND that they may be entitled to recover a civil penalty if a governmental entity or the person who is responsible for making decisions on behalf of the governmental entity relating to the public record request fails to comply with the existing law governing public records.

Status: Referred to Committee on Government Affairs. Scheduled for a hearing on April 3rd in Senate Government Affairs.

- **Senate Bill 433**

This bill grants law enforcement officers of the States of California or Nevada concurrent jurisdiction to arrest offenders for certain prohibited conduct on any land mass within 10 miles of Lake Tahoe or Topaz Lake.

This bill also provides that certain claims brought against officers or employees of the States of California or Nevada or an agency or political subdivision thereof are subject to the conditions and limitations on civil actions established by the state of that officer or employee.

Status: Referred to Senate Judiciary. Scheduled for a hearing on April 8th.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Kyle Thornburg
Interim Director of Golf

SUBJECT: Review, discuss and possibly approve Golf Play Pass rate structure for the Incline Village Golf Courses 2019 golf season **and** special promotions at the Mountain Golf Course and Incline Village Tennis Center

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: April 2, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to approve the provided Golf Play Pass rate structure for the Incline Village Golf Courses 2019 season **and** the special promotions at the Mountain Golf Course and Incline Village Tennis Center

II. DISTRICT STRATEGIC PLAN

Long Range Principle #2 – Finance: The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvements, and debt management.

- Objective #3 - With allocated resources, equate service expectations and the capability to deliver.

III. BACKGROUND

The daily fee pricing model was approved by the Board at the November 13, 2018 Board of Trustees meeting. The approved 2019 daily fee rates were modestly increased in 2018 after remaining flat the previous two seasons. Typically, daily

Review, discuss and possibly -2-
approve Golf Play Pass rate structure
for the Incline Village Golf Courses
2019 golf season and special promotions
at the Mountain Golf Course and Incline Village Tennis Center

April 10, 2019

rates and play pass rates are increased in alternate years. Thus, we are proposing no changes to the cost of the Play Passes for the 2019 season.

The Golf Courses provide Season Golf Passes for Residents and Non-Residents as an industry pricing best practice to increase both rounds of golf and increase revenues. Each year the Staff use historical play records, utilization statistics, budget initiatives, and course competitor pricing as the resources to define the play pass pricing structure.

Historically, the Golf Play Passes have provided a significant revenue stream for the Golf Courses. Traditionally, the Golf Courses have provided seasonal, unlimited Play Passes and play limit amount passes such as a 10-Play Pass.

Consistent with last year, we are proposing to continue to provide these historical Play Pass options but with the flexibility of our new Golf Software system, we are continuing to offer the new Play Pass options created last year. Those options are a Limited Play Pass as well as a PM (afternoon) Pass. These new Play Pass options have been a benefit to both the Resident golfers and the Golf Course. They give the Resident golfers a different option of play, at a valued price, while allowing for the Golf Courses to increase participation on both the days of the week and the times of the day that the course has availability to utilize.

Special Promotion for Mountain Golf Course and Tennis Center

We are proposing to conduct another one-time special promotion for the Mountain Course Play Pass sales. This proposed marketing promotion permits Incline Village/Crystal Bay property owners to use their expiring Punch Cards with remaining value at a \$.35 cent per \$1 value to purchase a Mountain Course Pass only.

For example, if you have two 2018/2019 punch cards with a total of \$332 in remaining value, thirty-five percent (\$116) of that value can be used towards the purchase of a Mountain Course All You Can Play Season Pass. For Golf, this promotion is limited to the Mountain Golf Course where we are continuing to develop programs to incentivize additional play.

Based on feedback received regarding last year's Play Pass promotion, we are expanding this promotion to the Incline Village Tennis Center for the 2019 season. Similar to the Mountain Golf Course, the promotion permits Incline Village/Crystal Bay property owners to use their expiring Punch Cards with remaining value at a

Review, discuss and possibly -3-
 approve Golf Play Pass rate structure
 for the Incline Village Golf Courses
 2019 golf season and special promotions
 at the Mountain Golf Course and Incline Village Tennis Center

April 10, 2019

\$.35 cent per \$1 value to purchase Tennis Membership Passes for the 2019 season.

The \$.35 cent value is based on the percent of the Recreation Facility Fee/Beach Fee that is dedicated towards operating expenses. The balance of the Recreation Facility Fee/Beach Fee is allocated towards capital expenditures and debt service.

This proposed promotion is scheduled to expire on May 31, 2019.

Below is the list of the 2019 Golf Season Play Pass options:

IVGID RESIDENT PLAY PASSES
CHAMPIONSHIP GOLF COURSE

	2019 Proposed Rate	2018 Rate	
10 Play Pass	\$720.	\$720.	
20 Play Pass	\$1,300.	\$1,300	
LIMITED – All You Can Play Season Pass - Individual	\$1,950.	\$1,950.	>Open – June 13 & Sept. 23 – Closing = Unlimited Play Any Day/Any Time >June 14 – Sept 22 = Monday – Thursday Any Day/Any Time & Friday – Sunday After 12 p.m. only
LIMITED – All You Can Play Season Pass – Couple*	\$3,050.	\$3,050.	>Open – June 13 & Sept. 23 – Closing = Unlimited Play Any Day/Any Time >June 14 – Sept 22 = Monday – Thursday Any Day/Any Time & Friday – Sunday After 12 p.m. only

**Couple is two married people or domestic partners living together in the same household as a family unit.*

Review, discuss and possibly -4-
 approve Golf Play Pass rate structure
 for the Incline Village Golf Courses
 2019 golf season **and** special promotions
 at the Mountain Golf Course and Incline Village Tennis Center

April 10, 2019

PM – All You Can Play Season Pass – Individual	\$999.	\$999.	>Open – June 13 & Sept 23 – Close = Unlimited Play AFTER 12 p.m. >June 14 – Sept 22 = Unlimited Play AFTER 2 p.m.
--	--------	--------	---

IVGID RESIDENT PLAY PASSES
MOUNTAIN GOLF COURSE

	2019 Proposed Rate	2018 Rate
10 Play Pass	\$350.	\$350.
UNLIMITED – All You Can Play Season Pass - Individual	\$650.	\$650.
UNLIMITED – All You Can Play Season Pass – Couple*	\$999.	\$999.

**Couple is two married people or domestic partners living together in the same household as a family unit.*

PM – All You Can Play Season Pass – Individual	\$450.	\$450	Unlimited Play AFTER 2 p.m. – ALL SEASON
UNLIMITED Junior Pass	\$150.	\$150.	Walking only, up to age 17 – stand by only

IVGID RESIDENT PLAY PASSES
BOTH GOLF COURSES

	2019 Proposed Rate	2018 Rate
UNLIMITED – All You Can Play Season Pass - Individual	\$2,450.	\$2,450.
UNLIMITED – All You Can Play Season Pass – Couple*	\$3,950.	\$3,950.

**Couple is two married people or domestic partners living together in the same household as a family unit.*

Review, discuss and possibly -5-
 approve Golf Play Pass rate structure
 for the Incline Village Golf Courses
 2019 golf season and special promotions
 at the Mountain Golf Course and Incline Village Tennis Center

April 10, 2019

UNLIMITED Pass	Junior	\$250.	\$250.	Walking only, up to age 17 – stand by only
UNLIMITED Pass	College	\$400.	\$400.	Walking only, up to age 26, currently enrolled in college, stand by only

**The IVGID Board of Trustees allows management to adjust prices to accomplish yield management provided the rate offered to the public is above the IVGID Picture Pass Holder rate.*

IV. FINANCIAL IMPACT AND BUDGET

We expect the adjusted Play Passes to produce comparable revenue compared to the 2018 season actuals.

V. ALTERNATIVES

- Request Staff to seek more information.
- Do not approve Golf Play Pass Key Rates.

VI. COMMENTS

None at this time.

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.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Gerald W. Eick, CPA CGMA
Director of Finance

SUBJECT: Resolution Number 1870: A Resolution Preliminarily Approving the Report for Collection of Recreation Standby and Service Charges, Fiscal Year 2019-2020

STRATEGIC PLAN: Long Range Principle 2 Finance – Maintain the allocation of Facility Fee components for operations, debt service and capital expenditure to provide resources for each important aspect of District activities. Comply with Nevada Revised Statutes and Administrative Code requirement for the budget process and document content.

DATE: April 1, 2019

I. RECOMMENDATION

That the Board of Trustees makes a motion to adopt Resolution Number 1870 which preliminarily approves the report for collection of recreation standby and services charges (also known as the Recreation Facility Fee and Beach Facility Fee) and sets forth the public hearing date of Wednesday, May 22, 2019 at 6:00 p.m. at 955 Fairway Boulevard, Incline Village NV.

II. BACKGROUND

As part of the annual budget process, the Board traditionally preliminarily approves the resolution presented by Staff, which outlines the billing and collection process set forth in Nevada Revised Statutes 318.197 (establishing standby service charges for services and facilities furnished by the District) and 318.201 (establishing the method of collection), as well as the preliminary amount of the Recreation Facility Fee (RFF) and Beach Facility Fee (BFF).

Staff has prepared the Report for Collection on the Washoe County Tax Roll for the Recreation Standby and Service Charges (also known as the Recreation

Facility Fee and the Beach Facility Fee). The Board is reminded that the method of collections refers to a process that is rooted in historical references. The report includes a table to establish those major events which link the current fee to those past events. Other sections cover budgetary and collection processes.

III. FINANCIAL IMPACT AND BUDGET

Staff has prepared an operating budget consistent with direction from the Board of Trustees which results in a combined Recreation Facility Fee and Beach Facility Fee of \$830. Staff is recommending that the Recreation Facility Fee of \$705 and Beach Facility Fee of \$125, as presented in the 2019-2020 preliminary Recreation Roll Report, be approved by the Board of Trustees.

At this time, the recommendation is only preliminary and may change by the May 22, 2019 date that is set for adoption.

Staff's preliminary recommendation is:

Recreation Facility Fee without beach access.....	\$705.
Beach Facility Fee	<u>125.</u>
Total Combined Fee	<u>\$830.</u>

The total preliminary Recreation Facility Fee is:

Recreation Facility Fee without beach access	\$5,783,115
Beach Facility Fee with beach access	<u>968,500</u>
Total Combined Recreation Facility Fee and Beach Fee.....	<u>\$6,751,615</u>

IV. ALTERNATIVES

The Board can direct Staff to revise, change, reduce or modify the Recreation Facility Fee and Beach Facility Fee as stated above for the May 22, 2019 public hearing.

V. 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.



RESOLUTION NO. 1870

**A RESOLUTION PRELIMINARILY APPROVING
THE REPORT FOR COLLECTION OF RECREATION STANDBY AND SERVICE CHARGES
(ALSO KNOWN AS THE RECREATION FACILITY FEE AND BEACH FACILITY FEE)
FISCAL YEAR 2019-2020**

RESOLVED, by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, that

WHEREAS, pursuant to Resolutions No. 419 and 420, as amended, and the order of this Board, a report entitled "Report for Collection on the County Tax Roll of Recreation Standby and Service Charges" has been prepared and filed with this Board, a report on recreation revenue charges to be collected for the fiscal year 2019-2020 for the use of Burnt Cedar and Incline Beaches as well as the availability of use of the Incline Village Championship and Mountain Golf Courses, Diamond Peak, and other recreational properties and facilities for the District and its people; and

WHEREAS, this Board has examined said report and finds the same to be sufficient for further proceedings in relation thereto; and

WHEREAS, it is proposed that the charges contained in said report be collected by the District in accordance with the provisions of NRS 318.201.

NOW, THEREFORE, IT IS ORDERED, as follows:

1. May 22, 2019, at 6:00 p.m. (or as soon thereafter as practicable), at the Chateau, 955 Fairway Boulevard, Incline Village, Nevada, is fixed as the time and place when and where this Board will hear said report and all objections and protests, if any, to the report, and may revise, change, reduce or modify any charge therein, and finally approve and adopt same.

2. The Secretary shall cause notice of the filing of the report and of the time and place of hearing thereon to be published once a week for two weeks in the *Tahoe Daily Tribune*, a paper printed and published in the District.

* * * * *

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 10th day of April, 2019, by the following vote:

AYES, and in favor thereof, Trustees

NOES,

ABSENT,

Tim Callicrate
Secretary, IVGID Board of Trustees



GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM

REPORT
FOR COLLECTION ON THE COUNTY TAX ROLL OF
RECREATION STANDBY AND SERVICE CHARGES
(ALSO KNOWN AS THE RECREATION FACILITY FEE AND BEACH FACILITY FEE)

PROCEDURE FOR COLLECTION
UNDER NRS 318.201

FOR THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WASHOE COUNTY, NEVADA

FISCAL YEAR ENDING
JUNE 30, 2020



Report

**FOR COLLECTION ON THE COUNTY TAX ROLL OF
RECREATION STANDBY AND SERVICE CHARGES**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

This report has been prepared pursuant to the order of the Board of Trustees (herein called "Board") of the Incline Village General Improvement District (herein called "District"), Washoe County (herein called "County"), Nevada, for the purpose of having recreation standby and service charges, herein called ("charges"), for the fiscal year 2019-2020, collected on the general tax roll for said year of the County, and is based on the following facts, determinations and orders, the Board has adopted charges pursuant to NRS 318.201 through prior annual reports and other actions including:

Resolution Number	Date Approved	Venue Affected	Related Bond Maturity Date
419	10/5/1967	Burnt Cedar and Incline Beach	N/A
420	10/5/1967	Burnt Cedar and Incline Beach	N/A
450	4/16/1968	Burnt Cedar and Incline Beach	N/A
1261	7/13/1976	Golf Courses, Ski Area, Beaches	N/A
1262	7/29/1976	Golf Courses, Ski Area, Beaches, Tennis and Recreation Parcels	2022**
1750	1/14/2004	Golf Courses, Ski Area, Parks, Tennis and Facilities	2014
1785	5/28/2008	Ski Area	2018

** Resolution 1262 related bond issue was part of refunding in 1991, 2002 and 2012.



- I. The following annual charges are for the availability of use of the recreational facilities above described, and such charges (excepting those charges collected directly by the District) shall be collected by the Washoe County Treasurer at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District.
- A. Dwelling Unit Included in the District Prior to June 1, 1968.** \$705 annual base Recreation Facility Fee for each dwelling unit , whether such unit stands alone or is part of a multiple unit residential structure and whether or not such unit is separately assessed by the County Assessor; and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area. (For purposes hereof, a dwelling unit shall be placed on the roll at the earlier of the commencement of construction, site preparation, or utility meter installation on any portion of the lot on which the dwelling unit is located.)
- B. Other Parcels in the District Prior to June 1, 1968 .** For each parcel separately assessed by the County Assessor, which parcel does not contain any dwelling units, \$705 annual base Recreation Facility Fee and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area.
- C. Properties Annexed After June 1, 1968.** Properties annexed to the District after June 1, 1968, shall have an annual base Recreation Facility Fee of \$705. Properties annexed after June 1, 1968, are not entitled to the use of the beaches or boat launching area and pay no Beach Facility Fee.
- D. Exceptions.** Lots, parcels and areas of land used, or the portions thereof used, or intended to be used, for religious purposes or educational purposes; common areas without occupied structures appurtenant to a condominium or townhouse cluster; and publicly owned lands, are excepted and excluded from the charges imposed by subsections A through C of this section. In addition, any parcel which is (1) undeveloped, and (2) subject to a deed restriction, acceptable to IVGID staff, preventing any and all development of the parcel in perpetuity, which deed restriction is recorded in the Washoe County Recorder's Office, and (3) whose owner agrees to waive in perpetuity on his own behalf as well as on behalf of his successors and assigns any right to demand in the future any recreation privileges arising from or associated with said parcel is also excepted and excluded from the charges imposed by subsections A through C of this section.

Any exception granted pursuant to paragraph I. D shall operate prospectively only from and after the date subsequent to which such exception is approved by *the Board of Trustees* of the Incline Village General Improvement District and no exception as created by the paragraph I. D shall have any retroactive application.



- E. Recreation Privileges.** Each parcel which is charged a Recreation and/or Beach Facility Fee is entitled to recreation privileges, as described in IVGID Ordinance No. 7, an Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District.
- F. Governmental, Civic, or Social Groups of Guests.** Any group of persons which participates with Incline Village General Improvement District property owner groups, governmental, civic, or social groups, in recreation or other community projects, may, upon application by the sponsoring group of Incline Village General Improvement District property owners, and when approved as to the time and use of the Incline Village General Improvement District facilities, be granted beach privileges upon payment of a sum for a guest fee, the amount to be determined at the time of application.
1. The sponsoring groups shall accept in writing total responsibility for their guests in their use of the Incline Village General Improvement District facilities.
 2. Approval of use shall be for each specific group as to time and the activity, and shall be authorized in writing by the General Manager *or his representatives of the Incline Village General Improvement District* at least ten days prior to the requested group activity.
 3. Such approval shall be granted only for such times as the group activity shall constitute minimal interference with the normal use of the facility.
- II.** The amount of moneys required for the fiscal year extending from July 1, 2019, to June 30, 2020, has been determined by this Board to be about \$5,783,115 for the Recreation Facility Fee and \$968,500 for Beach Facility Fee for the proper servicing of said identified bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities.
- III.** Said sum has been apportioned among the several lots, pieces or parcels of real property, and dwelling units within the District in accordance with the applicable rates and charges prescribed and established therefore as set forth in this report.
- IV.** The lots and parcels of real property so charged have been described by their parcel numbers used by the County Assessor in the County Tax Roll for the fiscal year 2019-2020, which are by reference to maps prepared by and on file in the office of the County Assessor for said County.
- V.** The Board has, by resolution, elected and determined to have such charges for the forthcoming fiscal year collected on the general tax roll of the County of Washoe for said year, on which general District taxes are collected, in the same manner, by the same persons and at the same time, together with and not separately from its general District taxes.



The District has agreed to pay the Washoe County Treasurer an annual fee of \$1,000 for the processing of these fees.

- VI. The amounts of the charges shall constitute a lien against the lot or parcel of real property against which the charge has been imposed as of the time when the lien of taxes on the roll attaches, and all laws applicable to the levy, collection and enforcement of general taxes of the District, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, refund, redemption and sale, are applicable to such charges.
- VII. The County Treasurer shall include the amount of the charges on the bills for taxes levied against the respective lots and parcels of land, and thereafter the amounts of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, provided that the County Treasurer may, in his discretion, issue separate bills for such charges and separate receipts for collections on account of such charges.

Dated: May 22, 2019

By Order of the Board of
Trustees of the Incline Village
General Improvement District

Secretary



I hereby certify that the report to which this certification is attached was filed with the Board of Trustees of the Incline Village General Improvement District, and set to be heard by it on May 22, 2019, and that I caused notice of said hearing to be published on May 10 and May 17, 2019, in the *Tahoe Daily Tribune*.

Susan A. Herron
District Clerk

I hereby certify that on May 22, 2019, the report to which this certification is attached came on regularly for hearing by the Board of Trustees of the Incline Village General Improvement District, being the time and place set therefore and that said Board heard and considered the report and all objections and protests thereto; that it found by resolution, that protests have not been made by the owners of a majority of the separate parcels of property described in the report, that consideration was given by it to the accuracy of each charge therein, and that where such charge was found to be inaccurate, if any, it was revised, changed, reduced or modified to make it accurate, and was finally approved and adopted.

Susan A. Herron
District Clerk

Received and filed on:

Washoe County Treasurer



Incline Village General Improvement District Facility Fee Reconciliation by Parcel

Budget for 2019-2020		Historical Recreation Fee Per Parcel				
Recreation Facility Fee charged to 8,203 Parcels			Capital	Debt		
		Operating	Projects	Service	Total Fee	
Golf - Championship	\$ 21	2019-20 \$ 250	\$ 405	\$ 50	\$ 705	
Golf - Mountain Facilities	40	2018-19	215	440	50	705
Diamond Peak Ski	(200)	2017-18	215	330	160	705
Youth & Family Programming	25	2016-17	250	320	160	730
Senior Programming	21	2015-16	266	308	156	730
Recreation Center	97	2014-15	211	303	216	730
Comm. Services Administration	127	2013-14	239	277	214	730
Parks	89	2012-13	258	199	273	730
Tennis	14	2011-12	199	242	274	715
Per Parcel Operating Component	<u>250</u>	2010-11	128	304	298	730
Per Parcel Capital Exp. Component	405					
Per Parcel Debt Service Component	<u>50</u>					
Total Recreation Fee Per Parcel	<u>\$ 705</u>					

Budget for 2019-2020		Historical Beach Fee Per Parcel				
Beach Facility Fee charged to 7,748 Parcels			Capital	Debt		
		Operating	Projects	Service	Total Fee	
Per Parcel Operating Component	\$ 85	2019-20 \$ 85	\$ 39	\$ 1	\$ 125	
Per Parcel Capital Exp. Component	39	2018-19	85	39	1	125
Per Parcel Debt Service Component	1	2017-18	85	39	1	125
Total Beach Fee Per Parcel	<u>\$ 125</u>	2016-17	75	24	1	100
		2015-16	75	24	1	100
		2014-15	65	-	35	100
		2013-14	63	-	37	100
		2012-13	66	17	17	100
		2011-12	98	-	17	115
		2010-11	69	-	31	100

The combined Facility Fee for 2019-2020 would represent the tenth year held at the total of \$830.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Gerald W. Eick, CPA CGMA
Director of Finance

SUBJECT: Review, discuss, and possibly authorize Form 4404LGF as the IVGID 2019-2020 "TENTATIVE" Budget for filing with the Nevada Department of Taxation by April 15, 2019

STRATEGIC PLAN: Long Range Principle #2 Finance – "Comply with State and Federal regulations" - "Develop and maintain a long term plan to sustain financial resources"

DATE: April 2, 2019

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize Staff to execute and file the Form 4404LGF (Exhibit B) as the Incline Village General Improvement District's "Tentative" budget for fiscal 2019-2020, including the Budget Message therein, and order it filed by April 15, 2019 to meet Nevada Revised Statutes 354.596 requirements.

II. DISTRICT STRATEGIC PLAN

"Prepare Annual Budgets that demonstrate the balance of allocated resources, with service expectations, and the capability to deliver."

"Comply with Nevada Revised Statutes and Administrative Code requirement for the budget process."

"Maintain the allocation of Facility Fee components for operations, debt service and capital expenditure, with prioritization for debt service, then capital asset replacement and last operations."

Review, discuss and possibly authorize Form 4404LGF as the IVGID 2019-2020 "TENTATIVE" Budget for filing with the Nevada Department of Taxation by April 15, 2019

-2-

April 2, 2019

III. BACKGROUND

The Budget process started last October with Staff making an analysis of service levels and the related capacities necessary to maintain them. This was an extension of the quarterly performance measurement that has been occurring for several years now. The District General Manager has been reporting our progress throughout that period. Most recently, Staff reviewed Ready to Serve schedules and venue operating budgets with the Board of Trustees in March 2019. Various venues and the Director of Finance presented the capital budget information also in March 2019. For several years, Staff began the budget process earlier to allow for this review ahead of the filing in April.

The State of Nevada requires a process for the operating budget that results in a "Tentative" filing in April to allow their review for compliance and acceptance by the Department of Taxation. This is followed in May by the required adoption of a Final Budget. The District has scheduled the hearing and action for May 22, 2019.

Staff is prepared to review the Operating Budget – as presented in an Executive Summary and related schedules (Exhibit C) at the Board of Trustees meeting. The format of this summary has been updated to reflect all functions and activities under the Special Revenue funds. As requested in March, Staff has updated and expanded District-wide reports and added individual summaries for food and beverage venues.

A 2019-20 Schedule of Budgeted Capital Expenditure has been attached (Exhibit D) for reference to bring together 2018-19 carry over projects as well as the 2019-20 scheduled projects as best as can be determined at this date.

IV. BUDGET CALENDAR

The Budget Calendar (Exhibit A) has been attached for reference for the process to date. Since the presentations in March, Staff has worked to update expected results for 2018-19, verify Staff positions and full time equivalents, reviewing expected realization of revenue to current trends, reflect expected cost of living adjustments as per the bargained measurement of March CPI, and updated the Central Services Cost allocation. Staff expects changes to capital expenditure for the May adoption based on updated information with the close of April.

EXHIBIT A

IVGID 2019-2020 District Budget Calendar

May 9, 2018.....	Strategic Plan for 2018-2020 approved by Board
October 3, 2018.....	Staff Budget kickoff
October 2018 to January 2019.....	Staff prepares draft operating budget
October 2018 to February 2019.....	Staff prepares updated capital plan
December 14, 2018.....	Cutoff for identifying new CIP or Personnel Requests to the GM
January 29, 2019.....	Administrative Team previews Long Term Capital Funding
January 23, 2019.....	Utility Rate Study & Trustees 2019 Work Plan
February 6, 2019.....	Trustees set Budget and Rec Roll Hearing date as May 22, 2019
February 27, 2019.....	Board Review of Community Programming (Cost Recovery Pyramid, Service Levels, & Programs Provided)
February 27, 2019.....	Overall Budget Preview and Strategy Introduction
March 8, 2019.....	2019-20 preliminary operating information released on OpenGov.com
March 13, 2019.....	Board overview of Operating Budget including Fixed & Scalability and Sources & Uses
March 15, 2019.....	Release CIP 5 Year Summary Online
March 18, 2019.....	Capital Improvement Projects Tour
March 18, 2019.....	Board review of 2019-2020 Capital Improvement Proposed Budget & Funding
April 10, 2019.....	Consider and Approve "Tentative" Budget Filing and Preliminary Rec Roll Report
April 10, 2019.....	Utility Rates (Ordinances 2 and 4) Public Hearing and Approval of Revised Ordinances
May 1, 2019.....	Lease Financing Action Items
May 22, 2019.....	Public Hearing on final proposed Rec Roll and 2019-2020 Fiscal Year Budget
June 1, 2019.....	File Final Budget Form 4404LGF with State of NV
June 30, 2019.....	Distribute Operating and CIP Budget Books
July 24, 2019.....	Review and Approve District Indebtedness Report including the Five Year Capital Project Summary

EXHIBIT B



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 893 Southwood Boulevard
 Incline Village Nevada, 89451

IVGID.ORG

Serving the communities of Incline Village and Crystal Bay, Nevada

Nevada Department of Taxation
 1550 College Parkway, Suite 115
 Carson City, NV 89706-7937

Incline Village General Improvement District _____ herewith submits the TENTATIVE budget for the fiscal year ending June 30, 2020

This budget contains 1 fund, including Debt Service, requiring property tax revenues totaling \$ 1,697,807

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0 If the final computation requires, the tax rate will be lowered.

This budget contains 3 governmental fund types with estimated expenditures of \$ 33,215,204 and 2 proprietary funds with estimated expenses of \$ 14,422,032

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I Gerald W. EICK

 (Print Name)
 Director of Finance

 (Title)

certify that all applicable funds and financial operations of this Local Government are listed herein

Signed: _____

Dated: _____

SCHEDULED PUBLIC HEARING:

Date and Time: May 22, 2019 6:00 p.m.

Publication Date: May 10, 2019

Place: The Chateau, 955 Fairway Blvd., Incline Village, NV 89451

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 FISCAL YEAR BUDGET FO THE YEAR ENDING JUNE 30, 2020
 INDEX

Description	Schedule Reference	Page Number
INTRODUCTION		
Letter of Transmittal	Schedule 1	1
Index		2-3
Budget Message		4-8
SUMMARY SCHEDULES		
Statistical Data	Schedule S-2	9
Property Tax Rate Reconciliation	Schedule S-3	10
Estimated Revenues & Other Resources - Governmental Fund Types	Schedule A	11
Estimated Expenditures & Other Uses - Governmental Fund Types	Schedule A-1	12
Proprietary Funds	Schedule A-2	13
GOVERNMENTAL FUND TYPES		
General Fund		
Revenues & Available Resources	Schedule B-9	14
Expenditures by Function and Activity	Schedule B-10	15
Expenditures, Other Uses and Fund Balance	Schedule B-11	16
Special Revenue		
Community Services		
Revenues & Available Resources	Schedule B-12	17
Expenditures, Other Uses and Fund Balance	Schedule B-13	18
Beach Fund		
Revenues & Expenditures, and Fund Balance	Schedule B-14	19
Capital Projects		
Community Services		
Revenues & Expenditures, and Fund Balance	Schedule B-14	20
Beach Fund		
Revenues & Expenditures, and Fund Balance	Schedule B-14	21
Debt Service		
Community Services		
Revenues & Available Resources	Schedule C-15	22
Expenditures, Reserves & Fund Balance	Schedule C-16	23
Beach Fund		
Revenues & Available Resources	Schedule C-15	24
Expenditures, Reserves & Fund Balance	Schedule C-16	25

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 FISCAL YEAR BUDGET FO THE YEAR ENDING JUNE 30, 2020
 INDEX (continued)

Description		Schedule Reference	Page Number
PROPRIETARY FUNDS			
Utility Fund	Revenues, Expenses and Net Position	Schedule F-1	26
	Statement of Cash Flows	Schedule F-2	27
Internal Services	Revenues, Expenses and Net Position	Schedule F-1	28
	Statement of Cash Flows	Schedule F-2	29
SUPPLEMENTARY INFORMATION			
Indebtedness		Schedule C-1	30
Transfer Reconciliation		Schedule T	31-32
Schedule of Existing Contracts		Schedule 31	33
Schedule of Privatization Contracts		Schedule 32	34

April 10, 2019

**Board of Trustees and Citizens of Incline Village and Crystal Bay
Incline Village General Improvement District**

I, Gerald W. Eick, Director of Finance for the Incline Village General Improvement District, hereby respectfully submits the TENTATIVE budget for the Incline Village General Improvement District for Fiscal Year 2019/2020.

The District's budget filing with the Nevada Department of Taxation, Local Government Division is completed on the Form 4404LGF. The form includes prescribed forms, content and terminology. During the deliberation and consideration of the budget, a variety of supporting schedules were used to aid understanding of what are the District's service levels and the flow of resources for the fiscal year. The District recognizes that the Form 4404LGF is the adopted budget, and is the basis for compliance for financial results compared to budget as determined by the State of Nevada, and in the audited Comprehensive Annual Financial Report.

Budget Environment

The Incline Village General Improvement District (the District or IVGID) budget requires the collaborative efforts of the Board of Trustees (the Board), the Incline Village and Crystal Bay community, and District Staff. This collaboration occurs through public budget work sessions and agenda items during meetings of the Board of Trustees. District Staff works throughout the year on the details supporting the budget process.

Economic and weather conditions can have a substantial effect on what ultimately is the District's operating volume. Though the range of possibilities can be wide, we must select a single data point for each department as a fundamental basis for our budgeting. Our District General Manager emphasizes budget fundamentals for customer service, Strategic Planning, and Performance Measurement and Management. While these do not drive to how the form set is assembled, they do influence the process of development and the direction taken for the budget form's content. As a service delivery organization, we reflect the proper magnitude of our operations and our ability to serve. We carefully consider personnel to be right sized, while considering scalable capacities for changes in volume, to reflect what we anticipate delivering to our community. The District's true volume of activity is still subject to the effects of weather, and the discretion users have to participate. Our budgeted efforts are intended to select the data points within the scope of services we feel will be executed under normal operating conditions. We use a broader scale of metrics to help measure and thus manage performance. These points of reference allow for explanation of variances.

Strategic Budget Initiatives

The District's Strategic Plan for 2018 through 2020 was updated by the Board of Trustees on May 9, 2018. The Strategic Plan includes Long Range Principles, Multi-year Objectives and 2019-20 Budget Initiatives. It is available on the District's website – www.yourtahoeplace.com.

Tax Revenue

The District has budgeted for Ad Valorem Tax based on the figures released by the Nevada Department of Taxation in March 2019. The District budget is based on the allowed 2019-20 tax rate, which went up to .1268 from .1224 for 2018-19. There is no change anticipated to that rate. Our assessed valuation went up 3%. The application of the abatement cap will determine what is really collectible. All of these factors resulted in an increase of revenue by \$86,069 budget to budget (2018-19 \$1,611,738 versus 2019-20 at \$1,697,807).

Other tax revenue is comprised of \$1,490,692 for Consolidated Taxes (CTX) as projected by the Nevada Department of Revenue, \$249,000 from Local Government Tax Act (LGTA) based on historical collections and \$12,000 for Personal Property Tax based on historical collections. Generally, the District sets these levels based on experience. The State has requested we use the CTX as projected in the release March 2019, as they feel it has a high probability of realization. Overall tax revenue is less than 8% of the District's total resources.

Charges for Services, Facility Fees, and Other Revenue

Unlike many governments that rely on a majority of revenue from tax sources, the majority of the District's sources are Charges for Services. For the governmental funds this includes charges to users for Community Services of \$15,592,894 and Beach of \$1,488,800, and total Facility Fees to parcel owners for availability of services of about \$6,751,615. The Utility Fund has charges for services of \$12,506,569. Internal charges are about \$4,743,817, which are also in the functional expenses based on departmental use of these services. Some charges to users include an emphasis on realization of revenue through dynamic pricing, especially at the golf courses and our ski resort. Dynamic pricing considers both demand and competitive markets factors at the time of the transaction. Charges can be changed within the same day based on conditions and availability.

The Board of Trustees reviews the flow of resources for Community Services and the Beach Funds, and makes a determination of the amount set for the Facility Fee under NRS 318.197. These fees are a standby charge for the availability of services based on the need for operations, capital expenditure and debt service. Much of that availability of services is provided by capital improvement projects and debt service on past projects. The facility fee is committed to the purpose of each Special Revenue Fund.

At the time of adoption of the Final Budget a schedule is prepared outlining capital improvement projects as budgeted, and with expected results for 2018-19, and the related carry over amounts for 2019-20. While the schedule reflects only an estimate, it is prepared with the knowledge that this process is establishing the measure of resources committed to complete the projects in progress that cross fiscal years. The re-budgeting for carryover capital projects is necessary when the expenditure has not been incurred, but the source for that purchase have been received or is reasonably expected as available. The timing of this determination is complicated by the relationship of the prime purchase period being at the beginning and end of each fiscal period. The District feels it has sufficient resources for those projects that will be carried over. A good indicator of that situation is the positive Net Position of the Special

Revenue Funds at the end of the budget period. The 2019-20 Capital Improvement Project Budget and a separate detailed carryover project report is prepared for adopting the FINAL Budget for the governmental fund types. Capital expenditures for carryover projects are re-budgeted each year only for governmental funds. The Utility Fund incorporates its expenditures for new and carry over projects into its cash flow statement. A complete fiscal year report for all capital improvement projects is issued separately after the fiscal year has ended.

	General	Comm. Services	Beach
Capital New Projects Budget	\$485,445	\$5,153,886	\$771,200
Carry Over Projects	<u>81,000</u>	<u>1,751,152</u>	<u>88,400</u>
Schedule A Form 4404LGF	<u>\$566,445</u>	<u>\$6,905,038</u>	<u>\$859,600</u>

Expenditures

The State Form 4404LGF specifies the categories of Salaries & Wages, Employee Benefits, Services and Supplies, Capital Outlay and Debt Service. Services & Supplies covers all non-personnel and non-capital and debt service expenditures. Budgeted personnel costs are affected by cost of living increases which align with bargaining units. Hourly wage rates have been planned to compete in the Tahoe Basin for labor that has to compete with the California minimum wage. A bargained 1% increase to the retirement match has also been applied to all full time positions. The District has seen a reduced number of positions receiving health benefits under the Affordable Care Act. We have anticipated a 12% increase in health insurance at January 2020.

Contingencies and Items of Note

The District is allowed to identify a contingency of up to 3% for each governmental fund. For 2019-20, this is \$145,000 for the General Fund. Since experience has shown it unnecessary, no contingency is budget for the Community Service Special Revenue Fund or the Beach Special Revenue Fund. The District includes the possibility of a contingency as good financial management. However, there are no known items that have not already been provided for under the budget that could be applied to the contingency. Therefore, its placement in this budget is truly for the unexpected and unanticipated items should they arise. A separate Board action is required to apply the contingency.

The District has been notified that another round of possible Ad Valorem tax refunds to local property owners, through Washoe County, is back before the Court system. No determination can be made for the probability of such a refund being ordered. No provision has been made under the 2019-20 budget. Any ordered refund would presumably be covered by the General Fund Net Position.

The District was notified of a substantial sales tax refund in August 2017 affecting receipts of the CTX. The District's share of the estimated refund was charged to the fiscal 2016-17 results. The refund was approved in January 2018. The terms of the repayment apply to distributions for July 2018 through December 2019.

The District is expected to adopt the updated Community Services Master Plan. Neither the operating nor capital budgets include any projects contemplated by this plan. Should any projects needs develop prior to June 30, 2020, they would have to follow the augmentation requirements to become authorized.

During the fiscal year 2016-2017 the District began the process of update and review of the Diamond Peak Master Plan by the Tahoe Regional Planning Agency (TRPA). This is a multi-year process that may not be completed until after June 30, 2020. A substantial portion of that capital project's budget will be carried over to 2019-20.

Governmental Fund Balance

The District Final Budget Summary reports the following select Fund Balances:

	Estimated Fund Balance <u>6/30/19</u>	Projected Minimum by Board <u>Policy</u>	Projected Fund Balance <u>6/30/20</u>
General Fund	\$ 2,838,162	\$ 199,000	\$ 2,169,792
Comm. Services SR	\$12,692,482	\$4,493,000	\$10,453,105
Beach Special Rev.	\$ 1,729,521	\$ 526,000	\$ 1,388,643

Comparison across Fiscal Years Presented in Form 4404LGF

A fundamental aspect of the Form 4404LGF is comparison of information across the audited results of the fiscal year ending June 30, 2018, an estimated result for the year ending June 30, 2019, along with a presentation of the Tentative and Final budget for the year ending June 30, 2020. The form and content for those three periods utilizes the same accounting principles and methodologies. Comparisons can be made knowing that differences are the consequence of circumstances, not methodology.

One major variation year on year relates to the District's use of Capital Projects and Debt Service Funds for the Community Services and Beach activities from July 1, 2015 through June 30, 2019. The objective for using these funds was the expectation of the need to demonstrate the sources and uses of the facility fee for capital expenditure and debt service. Our experience has been expenditures are the most sought after information. This can be demonstrated effectively within the functional expenditure reporting in Special Revenue funds. Therefore the Capital Projects and Debt Service funds will become inactive as of July 1, 2019 and used only in the event the District issues bonds for a specific construction project.

Another variation is in the level of activity for food and beverage operations. The fiscal year 2017-18 saw increased activity. However, the greatest jump for 2018-19 relates to the Beach Fund taking on delivering food and beverage services at the two beaches. For many years, this was a concessionaire service. The respective revenues and expenditures increase, as well as the bottom line results. This also resulted in increases to FTE's with the addition of staff.

A change to food and beverage operations in 2019-20 is that banquets and events will be accounted for and managed year-round as a part of the Championship Golf Course operation.

An activity of the Internal Services Fund provided self-insured Workers Compensation Coverage from 1992 through June 30, 2013. The District is in a fully insured plan through the Nevada Public Agency Compensation Trust. The self-insurance retention from that former coverage was held by the Internal Services Fund. The District completed an Absorption and Loss Transfer Agreement effective July 1, 2018 that removes all liability and risk from the self-insured activity. Over the course of two fiscal years the excess retention was returned to the operating funds. A transfer of \$800,000 occurred during 2017-2018 from the Internal Services Fund to return excess resources to operating funds. Another transfer of \$300,000 was completed in 2018-19. The Utility Fund, Community Services Special Revenue and Beach Special Revenue Funds receive the transfers. Since all self-insurance matters are closed, this function will cease as an Internal Service as of June 30, 2019, and \$174,356 will be transferred to the General Fund.

Utility Rate Study

A Utility Rate Study was presented in January 2019 that planned to provide resources for water and sewer infrastructure improvements along with a five year analysis of operating conditions. Approval for the ordinance changes is scheduled on April 10, 2019, which results in an increase in rates of 4%.

Combined Recreation and Beach Facility Fee

The operating and capital budget plans plus scheduled debt service drive a total combined Facility Fee. For the last nine years, the District held the Facility Fee flat to position itself for a time of increasing needs for capital improvements by allowing debt service to reduce while increasing resources for capital expenditures. The mix of uses for all three components has changed over that timeframe. The Board of Trustees directed a plan to apply the debt service component from matured bond issues to the capital projects component. For 2019-20 this mix has changed from the prior year, while the total remains the same. The District plans its capital expenditure over time and addresses current needs while keeping watch for the next round of projects. The occasional use of fund balance aids in stabilizing the total facility fee while maintaining the care and condition of District capital assets.

Appreciation for the Effort and Support of Community and Staff

Thank you to the Department Directors and Managers and their Staff for their efforts over the many months it has taken to develop this Fiscal Year's budget. A special thanks to Accounting and the many Supervisors for their combined efforts to continually improve the process and final product. Thank you, to our General Manager Steven J. Pinkerton, for his encouragement, support, and his oversight. Last but not least, thank you to our Board of Trustees and the community for the commitment to making the District a financially sustainable government.

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/18	ESTIMATED CURRENT YEAR ENDING 06/30/19	BUDGET YEAR ENDING 06/30/20
General Government	39.9	41.9	42.4
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation	185.1	193.8	199.1
Community Support			
TOTAL GENERAL GOVERNMENT	225	235.7	241.5
Utilities	34.6	34.6	34.2
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	259.6	270.3	275.7

POPULATION (AS OF JULY 1)	9087	9087	9087
SOURCE OF POPULATION ESTIMATE*	2010 Census	2010 Census	2010 Census
Assessed Valuation (Secured and Unsecured Only)	\$ 1,623,315,601	\$ 1,666,387,475	\$ 1,717,224,973
Net Proceeds of Mines	\$ -	\$ -	\$ -
TOTAL ASSESSED VALUE	\$ 1,623,315,601	\$ 1,666,387,475	\$ 1,717,224,973
TAX RATE			
General Fund	0.1182	0.1224	0.1268
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.1182	0.1224	0.1268

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

Incline Village General Improvement District

SCHEDULE S-2 - STATISTICAL DATA

PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2019-2020

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	ALLOWED TAX RATE	ASSESSED VALUATION	ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	TAX RATE LEVIED	TOTAL AD VALOREM REVENUE WITH NO CAP [(2, line A)X(4)/100]	AD VALOREM TAX ABATEMENT [(5) - (7)]	AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	0.1156	1,717,224,973	1,985,112	0.1156	\$ 1,985,112	\$ 437,000	\$ 1,548,112
B. PROPERTY TAX Outside Revenue Limitations: Net Proceeds of Mines					XXXXXXXXXXXXXXXXXX		
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides	0.0112		192,329	0.0112	\$ 192,329	\$ 42,634	\$ 149,695
I. SCCRT Loss (NRS 354.59813)							
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES							
M. SUBTOTAL A, C, L	0.1268		2,177,441	0.1268	\$ 2,177,441	\$ 479,634	\$ 1,697,807
N. Debt							
O. TOTAL M AND N	0.1268		2,177,441	0.1268	\$ 2,177,441	\$ 479,634	\$ 1,697,807

Incline Village General Improvement District

SCHEDULE S-3 - PROPERTY TAX RATE
AND REVENUE RECONCILIATION

The Allowed Revenue required for column 3 can be obtained from the March 15 Final Revenue Projections or manually calculated. If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula,

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2020

Budget Summary for Incline Village General Improvement District

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS FUND NAME	*	SALARIES AND WAGES (1)	EMPLOYEE BENEFITS (2)	SERVICES, SUPPLIES AND OTHER CHARGES ** (3)	CAPITAL OUTLAY *** (4)	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT (5)	OPERATING TRANSFERS OUT (6)	ENDING FUND BALANCES (7)	TOTAL (8)
General	-	\$ 2,125,940	\$ 1,068,804	\$ 1,221,180	\$ 566,445	\$ 145,000	\$ 561,800	\$ 2,169,792	\$ 7,858,961
Community Services Special Revenue	R	\$ 6,857,057	\$ 2,203,842	\$ 9,296,220	\$ 6,905,038	\$ -	\$ -	\$ 10,453,105	\$ 35,715,262
Beach Special Revenue	R	\$ 932,898	\$ 240,804	\$ 937,376	\$ 859,600	\$ -	\$ -	\$ 1,388,643	\$ 4,359,321
Community Services Capital Projects	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beach Capital Projects	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Services Debt Service	D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beach Debt Service	D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		\$ 9,915,895	\$ 3,513,450	\$ 11,454,776	\$ 8,331,083	\$ 145,000	\$ 561,800	\$ 14,011,540	\$ 47,933,544

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

Note: As of July 1, 2019 the Capital Projects and Debt Service Funds are inactive, all revenues and expenditures are reported within the respective Special Revenue Funds.

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP.

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2020

Budget Summary for Incline Village General Improvement District

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
Utility Fund	E	12,647,969	11,154,517	193,500	111,838	-	-	1,575,114
Internal Services Fund	I	3,155,307	3,155,677	-	-	-	-	(370)
TOTAL		15,803,276	14,310,194	193,500	111,838	-	-	1,574,744

* FUND TYPES: E - Enterprise
 I - Internal Service
 N - Nonexpendable Trust

** Include Depreciation

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Taxes:				
Property Tax	1,524,623	1,598,000	1,697,807	
Personal Property Tax	12,671	12,000	12,000	
Subtotal Taxes	1,537,294	1,610,000	1,709,807	-
Intergovernmental:				
Consolidated Tax (CTX)	1,388,529	1,441,000	1,490,692	
LGTA tax	248,721	244,000	249,000	
Slate Grants	-	-	-	
Subtotal Intergovernmental	1,637,250	1,685,000	1,739,692	-
Miscellaneous:				
Investment income	89,960	150,000	201,000	
Other	2,033	2,600	2,400	
Central Services Cost Allocation	1,094,000	1,169,400	1,367,900	
Subtotal Other	1,185,993	1,322,000	1,571,300	-
SUBTOTAL REVENUE ALL SOURCES	4,360,537	4,617,000	5,020,799	-
OTHER FINANCING SOURCES				
Transfers In (Schedule T)			-	
Sale of capital assets	16	-	-	
SUBTOTAL OTHER FINANCING SOURCES	16	-	-	-
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers	-	174,326		
TOTAL BEGINNING FUND BALANCE	1,862,249	2,522,786	2,838,162	
TOTAL AVAILABLE RESOURCES	6,222,802	7,314,112	7,858,961	-

Incline Village General Improvement District

SCHEDULE B - GENERAL FUND

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
GENERAL GOVERNMENT				
General Administration				
Salaries and Wages	42,668	28,200	29,160	
Employee Benefits	13,250	17,800	18,896	
Services and Supplies	406,634	434,000	426,799	
Subtotal General Administration	462,552	480,000	474,855	-
General Manager				
Salaries and Wages	237,500	247,500	270,144	
Employee Benefits	104,419	114,000	125,205	
Services and Supplies	13,093	50,000	60,940	
Subtotal General Manager	355,012	411,500	456,289	-
Trustees				
Salaries and Wages	99,852	100,900	104,340	
Employee Benefits	27,905	24,900	32,480	
Services and Supplies	48,693	50,000	79,600	
Subtotal Trustees	176,450	175,800	216,420	-
Accounting				
Salaries and Wages	537,564	566,000	592,315	
Employee Benefits	240,003	268,000	286,686	
Services and Supplies	55,781	68,000	79,296	
Subtotal Accounting	833,348	902,000	958,297	-
Information Services & Technology				
Salaries and Wages	368,250	466,100	484,000	
Employee Benefits	145,695	200,000	255,454	
Services and Supplies	306,713	323,000	334,243	
Subtotal Information Services	820,658	989,100	1,073,697	-
Risk Management				
Salaries and Wages	75,689	80,000	Included in Human Resources	
Employee Benefits	42,005	44,500	effective July 1, 2019	
Services and Supplies	9,338	20,000		
Subtotal Risk Management	127,032	144,500		
Human Resources				
Salaries and Wages	369,565	418,000	532,660	
Employee Benefits	181,497	228,300	307,348	
Services and Supplies	46,813	76,000	134,309	
Subtotal Human Resources	597,875	722,300	974,317	-
Health & Wellness				
Salaries and Wages	13,786	14,000	16,983	
Employee Benefits	4,800	5,500	6,918	
Services and Supplies	6,008	20,000	21,475	
Subtotal Health & Wellness	24,594	39,500	45,376	-
Communications				
Salaries and Wages	103,766	81,300	96,338	
Employee Benefits	44,267	32,000	35,817	
Services and Supplies	40,649	62,000	84,518	
Subtotal Communications	188,682	175,300	216,673	-
Capital Outlay				
General Government	34,361	435,950	566,445	
Information Services & Technology	79,452	-	-	
Subtotal Capital Outlay	113,813	435,950	566,445	-
FUNCTION SUBTOTAL	3,700,016	4,475,950	4,982,369	-

Incline Village General Improvement District

SCHEDULE B - GENERAL FUND

FUNCTION General Government

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services				
Championship Golf Course	3,765,419	4,130,000	4,516,321	
Mountain Golf Course	630,214	700,000	678,573	
Facilities (Chateau & Aspen Grove)	355,696	410,000	420,793	
Ski	9,155,646	10,700,000	9,222,320	
Community Programming	1,289,953	1,305,000	1,285,209	
Parks	48,910	55,000	62,178	
Tennis	145,197	159,000	156,100	
Recreation Administration	(758,481)	(725,000)	(748,600)	
Subtotal Charges for Services	14,632,554	16,734,000	15,592,894	-
Facility Fee				
Championship Golf Course	795,437	804,000	976,157	
Mountain Golf Course	505,878	517,000	689,052	
Facilities (Chateau & Aspen Grove)	458,325	467,000	524,992	
Ski	220,978	238,000	(336,323)	
Community Programming	1,293,131	1,305,000	1,574,976	
Parks	957,571	968,000	992,563	
Tennis	163,687	164,000	196,872	
Recreation Administration	1,374,975	1,321,000	1,164,826	
Subtotal Facility Fees	5,769,982	5,784,000	5,783,115	-
Other miscellaneous				
Operating Grants	17,000	17,000	17,000	
Investment income	69,303	69,000	50,000	
Sale of Assets	85,562	-	-	
Interfund services (green spaces)	74,014	77,000	98,210	
Intergovernmental (IV high school fields)	20,220	18,000	23,400	
Miscellaneous other & Cell Tower Leases	109,462	118,000	110,361	
Capital Grants	-	-	486,000	
Insurance proceeds	-	-	300,000	
Subtotal Other Miscellaneous	375,561	299,000	1,084,971	-
Subtotal	20,778,097	22,817,000	22,460,980	-
OTHER FINANCING SOURCES (specify)				
Transfers In (Schedule T)	645,000	241,875	561,800	
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	10,320,141	10,645,469	12,692,482	
TOTAL AVAILABLE RESOURCES	31,743,238	33,704,344	35,715,262	-

Incline Village General Improvement District

Community Services Special Revenue Fund

EXPENDITURES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Championship Golf Course				
Salaries and Wages	1,450,745	1,495,000	1,592,508	
Employee Benefits	378,678	425,000	512,154	
Services and Supplies	2,226,279	2,301,600	2,587,477	
Capital Outlay	-	-	613,782	
Subtotal Championship Golf Course	4,055,702	4,221,600	5,305,921	-
Mountain Golf Course				
Salaries and Wages	327,821	380,000	372,113	
Employee Benefits	88,958	110,000	115,629	
Services and Supplies	555,392	510,800	540,035	
Capital Outlay	-	-	1,541,238	
Subtotal Mountain Golf Course	972,171	1,000,800	2,569,015	-
Facilities (Chateau and Aspen Grove)				
Salaries and Wages	80,096	86,000	89,488	
Employee Benefits	38,460	43,000	47,157	
Services and Supplies	330,241	394,600	412,290	
Capital Outlay	-	-	180,400	
Subtotal Facilities	448,797	523,600	729,335	-
Ski				
Salaries and Wages	2,767,963	2,850,000	2,970,495	
Employee Benefits	847,817	950,000	985,297	
Services and Supplies	3,408,547	3,533,500	3,662,826	
Capital Outlay	-	-	2,482,166	
Subtotal Ski	7,024,327	7,333,500	10,100,784	-
Community Programming (including Rec Center)				
Salaries and Wages	1,093,852	1,112,000	1,164,024	
Employee Benefits	319,199	335,000	368,533	
Services and Supplies	819,054	862,300	948,366	
Capital Outlay	-	-	413,700	
Subtotal Community Programming	2,232,105	2,309,300	2,894,623	-
Parks				
Salaries and Wages	332,157	327,000	345,389	
Employee Benefits	71,527	80,000	85,289	
Services and Supplies	414,614	429,600	459,201	
Capital Outlay	-	-	880,252	
Subtotal Parks	818,298	836,600	1,770,131	-
Tennis				
Salaries and Wages	120,151	139,000	139,281	
Employee Benefits	19,854	27,500	29,131	
Services and Supplies	88,525	99,200	102,011	
Capital Outlay	-	-	793,500	
Subtotal Tennis	228,530	265,700	1,063,923	-
Community Services Administration				
Salaries and Wages	144,815	135,000	183,759	
Employee Benefits	41,518	43,000	60,652	
Services and Supplies	171,165	189,000	199,660	
Capital Outlay	-	-	-	
Subtotal Comm. Serv. Administration	357,498	367,000	444,071	-
Debt Service - G.O. Revenue Supported Bond				
Principal	-	-	355,188	
Interest	-	-	29,166	
Subtotal Debt Service	-	-	384,354	-
Subtotal - Comm. Services Expenditures	16,137,428	16,858,100	25,262,157	-
Transfers Out	4,960,341	4,153,762	-	
ENDING FUND BALANCE	10,645,469	12,692,482	10,453,105	-
TOTAL COMMITMENTS & FUND BALANCE	31,743,238	33,704,344	35,715,262	-

Incline Village General Improvement District

Community Services Special Revenue Fund

Note prior to July 1, 2019 Capital Outlay and Debt Service were reported under separate funds.

Page: 18
Schedule B-13

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services	1,266,613	1,450,000	1,488,800	
Facility Fees	967,414	969,500	968,500	
Investment income	2,288	13,500	22,500	
Sales of capital assets	857	-	-	
Capital Grants	-	-	150,000	
Subtotal	2,237,172	2,433,000	2,629,800	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	35,000	13,125	-	
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,070,237	1,413,091	1,729,521	
TOTAL RESOURCES	3,342,409	3,859,216	4,359,321	-
EXPENDITURES				
Salaries and Wages	748,538	820,000	932,898	
Employee Benefits	182,791	200,000	240,804	
Services and Supplies	688,417	879,600	931,087	
Capital Outlay	-	-	859,600	
Debt Service - G.O. Revenue Supported Bond				
Principal	-	-	5,812	
Interest	-	-	477	
Subtotal	1,619,746	1,899,600	2,970,678	-
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	-	
Transfers Out (Schedule T)	309,572	230,095	-	
ENDING FUND BALANCE	1,413,091	1,729,521	1,388,643	
TOTAL COMMITMENTS & FUND BALANCE	3,342,409	3,859,216	4,359,321	-

Incline Village General Improvement District

Beach Special Revenue Fund

Note prior to July 1, 2019 Capital Outlay and Debt Service were reported under separate funds.

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Sale of assets	1,980	-	-	-
Capital Grants	156,775	1,409,201	-	-
Subtotal	158,755	1,409,201	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
Transfers designated from Facility Fees	2,700,842	1,594,314	-	-
Transfers from operating resources	950,000	2,229,600	-	-
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	2,423,806	2,327,477	-	-
TOTAL RESOURCES	6,233,403	7,560,592	-	-
EXPENDITURES				
Championship Golf - New Projects	538,138	467,441	-	-
- Carryover Projects	125,963	-	-	-
Mountain Golf - New Projects	312,024	382,575	-	-
- Carryover Projects	90,931	-	-	-
Facilities - New Projects	105,273	43,000	-	-
- Carryover Projects	93,331	-	-	-
Ski - New Projects	1,525,333	4,555,354	-	-
- Master Plan	7,422	-	-	-
- Carryover Projects	281,266	-	-	-
Comm. Programming - New Projects	71,100	326,280	-	-
- Carryover Projects	-	-	-	-
Parks - New Projects	498,206	1,516,662	-	-
- Carryover Projects	103,107	-	-	-
Tennis - New Projects	5,000	120,800	-	-
- Carryover Projects	-	-	-	-
Comm. Services Admin - New Projects	76,926	148,480	-	-
- Carryover Projects	71,886	-	-	-
Subtotal	3,905,926	7,560,592	-	-
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)	-	-	-	-
ENDING FUND BALANCE	2,327,477	-	-	-
TOTAL COMMITMENTS & FUND BALANCE	6,233,403	7,560,592	-	-

Incline Village General Improvement District

Community Services Capital Projects Fund

EXPENDITURES AND RESERVES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Type: G.O. Revenue Supported				
Principal	336,494	344,365	-	-
Interest	44,696	37,036	-	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	381,190	381,401	-	-
TOTAL RESERVED (MEMO ONLY)				
Type: Medium Term				
Principal	845,000	-	-	-
Interest	59,150	-	-	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	904,150	-	-	-
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
ENDING FUND BALANCE	51,553	-	-	-
TOTAL COMMITMENTS & FUND BALANCE	1,336,893	381,401	-	-

Incline Village General Improvement District

SCHEDULE C - COMMUNITY SERVICES DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

EXPENDITURES AND RESERVES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Type: G.O. Revenue Supported				
Principal	5,506	5,635	-	-
Interest	731	606	-	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	6,237	6,241	-	-
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
ENDING FUND BALANCE	4,606	-	-	-
TOTAL COMMITMENTS & FUND BALANCE	10,843	6,241	-	-

Incline Village General Improvement District

SCHEDULE C - BEACH DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

<u>PROPRIETARY FUND</u>	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Charges for Services	11,597,653	12,005,000	12,307,369	
Operating Grants	-			
Intergovernmental (Tahoe Water Suppliers Assoc)	150,356	145,000	199,200	
Interfund (snow removal & work orders)	177,548	220,000	141,400	
Total Operating Revenue	11,925,557	12,370,000	12,647,969	-
OPERATING EXPENSE				
Salaries & Wages	2,505,990	2,665,000	2,799,411	
Employee Benefits	1,116,230	1,240,000	1,407,335	
Services & Supplies	2,179,628	2,045,000	2,106,672	
Utilities	842,777	880,000	929,499	
Legal & Audit/Professional Fees	102,886	92,000	148,600	
Central Services Cost	297,000	308,600	353,000	
Defensible Space	95,229	100,000	100,000	
Depreciation/Amortization	2,973,631	3,150,000	3,310,000	
Total Operating Expense	10,113,371	10,480,600	11,154,517	-
Operating Income or (Loss)	1,812,186	1,889,400	1,493,452	-
NONOPERATING REVENUES				
Interest Earned	77,280	125,000	193,500	
Property Taxes				
Subsidies				
Consolidated Tax				
Capital Grants	199,934	-	-	
Sales of capital assets	50,020	5,000	-	
Total Nonoperating Revenues	327,234	130,000	193,500	-
NONOPERATING EXPENSES				
Interest Expense	140,463	133,450	111,838	
Total Nonoperating Expenses	140,463	133,450	111,838	-
Net Income before Operating Transfers				
Transfers (Schedule T)				
In	120,000	45,000	-	
Out				
Net Operating Transfers	120,000	45,000	-	-
CHANGE IN NET POSITION	2,118,957	1,930,950	1,575,114	-

Incline Village General Improvement District

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

Utility Fund

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	11,635,957	12,005,000	12,307,369	
Receipts from intergovernmental services		145,000	199,200	
Receipts from interfund services	177,548	220,000	141,400	
Payments to and for employees	(3,616,146)	(3,905,000)	(4,206,746)	
Payments to vendors	(3,196,345)	(3,117,000)	(3,284,771)	
Payments for interfund services		(308,600)	(353,000)	
a. Net cash provided by (or used for) operating activities	5,001,014	5,039,400	4,803,452	-
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfer in from Internal Services	120,000	45,000	-	
b. Net cash provided by (or used for) noncapital financing activities	120,000	45,000	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition of capital assets	(7,037,423)	(3,306,093)	(5,698,400)	
Proceeds from sale of assets	50,020	5,000	-	
Payments of capital related debt	(495,761)	(509,678)	(523,988)	
Capital contributions	72,266	-	-	
Payment of interest	(147,372)	(133,457)	(119,146)	
c. Net cash provided by (or used for) capital and related financing activities	(7,558,270)	(3,944,228)	(6,341,534)	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Restricted investments released (increased)	(4,322)	-	-	
Investments purchased	(2,750,000)	(7,500,000)	(6,500,000)	
Investments sold or matured	6,050,000	4,000,000	6,000,000	
Investment earnings	115,650	125,000	193,500	
d. Net cash provided by (or used in) investing activities	3,411,328	(3,375,000)	(306,500)	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	974,072	(2,234,828)	(1,844,582)	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	5,790,344	6,764,416	4,529,588	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	6,764,416	4,529,588	2,685,006	-

___ Incline Village General Improvement District

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Utility Fund

<u>PROPRIETARY FUND</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Charges for services				
Interfund:				
Fleet Services	1,059,405	1,060,000	1,148,605	
Engineering	754,258	780,000	912,000	
Building Services	912,635	1,050,000	1,094,702	
Workers Compensation	464,551	510,000	Closed 6/30/19	
Total Operating Revenue	3,190,849	3,400,000	3,155,307	-
OPERATING EXPENSE				
Salaries & Wages	1,309,713	1,370,000	1,544,270	
Employee Benefits	616,674	700,000	799,470	
Services & Supplies	1,102,921	1,288,000	777,857	
Utilities	10,173	11,000	11,520	
Professional Fees	9,600	5,000	9,000	
Depreciation	10,319	10,300	13,560	
Total Operating Expense	3,059,400	3,384,300	3,155,677	-
Operating Income or (Loss)	131,449	15,700	(370)	-
NONOPERATING REVENUES				
Interest Earned	13,571	2,500	-	
Property Taxes				
Subsidies				
Consolidated Tax				
Sales of assets	3,182	-	-	
Total Nonoperating Revenues	16,753	2,500	-	-
NONOPERATING EXPENSES				
Interest Expense				
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	148,202	18,200	(370)	-
Transfers (Schedule T)				
In				
Residual Equity Transfer	-	(174,326)	-	
Out	(800,000)	(300,000)	-	
Net Operating Transfers	(800,000)	(474,326)	-	-
CHANGE IN NET POSITION	(651,798)	(456,126)	(370)	-

Incline Village General Improvement District

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

Internal Services Fund

PROPRIETARY FUND	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	-	-	-	-
Receipts from Interfund services provided	3,190,849	3,400,000	3,155,307	
Payment to and for employees	(2,025,871)	(2,070,000)	(2,343,740)	
Payments to vendors	(1,139,596)	(1,304,000)	(798,377)	
Final payments on Work Comp Liabilities	-	(305,746)		
a. Net cash provided by (or used for) operating activities	25,382	(279,746)	13,190	-
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Operating Transfers from Work Comp	(800,000)	(300,000)	-	
Residual Equity Transfer - close Work Comp	-	(174,326)	-	
b. Net cash provided by (or used for) noncapital financing activities	(800,000)	(474,326)	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition of capital assets	(26,719)	-	-	
Sale of capital assets	3,182	-	-	
c. Net cash provided by (or used for) capital and related financing activities	(23,537)	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Restricted investments released (increased)	(1,452)	103,880		
Investments Purchased	-	-		
Investments matured or sold	999,367	-		
Investment earnings	11,992	2,500		
d. Net cash provided by (or used in) investing activities	1,009,907	106,380	-	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	211,752	(647,692)	13,190	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	606,060	817,812	170,120	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	817,812	170,120	183,310	-

___ Incline Village General Improvement District

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Internal Services Fund

ALL EXISTING OR PROPOSED
GENERAL OBLIGATION BONDS, REVENUE BONDS,
MEDIUM-TERM FINANCING, CAPITAL LEASES AND
SPECIAL ASSESSMENT BONDS

* - Type
1 - General Obligation Bonds
2 - G.O. Revenue Supported Bonds
3 - G.O. Special Assessment Bonds
4 - Revenue Bonds
5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase
7 - Capital Leases
8 - Special Assessment Bonds
9 - Mortgages
10 - Other (Specify Type)
11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) (10) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/20		(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	*	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2019	INTEREST PAYABLE	PRINCIPAL PAYABLE	(9)+(10) TOTAL
COMMUNITY SERVICES & BEACH FUNDS							\$	\$	\$	\$
Recreation Facilities and Recreation Refunding - 2012	2	10	\$ 3,475,000	7/18/2012	9/1/2022	2.25%	\$	\$	\$	\$
2012 Bond - 98.39% Community Services Fund	2						\$ 1,473,882	\$ 29,166	\$ 355,188	\$ 384,354
							\$	\$	\$	\$
2012 Bond - 1.61% Beach Fund	2						\$ 24,118	\$ 477	\$ 5,812	\$ 6,289
							\$	\$	\$	\$
UTILITY FUND							\$	\$	\$	\$
St of NV Sewer C32-0204	4	20	\$ 1,720,380	10/28/2002	1/1/2023	3.14375%	\$ 479,758	\$ 14,190	\$ 114,388	\$ 128,578
St of NV Water IVGID-1	4	20	\$ 1,687,282	9/9/2004	7/1/2025	3.082%	\$ 664,807	\$ 19,772	\$ 93,876	\$ 113,648
St of NV Sewer CS32-0404	2	20	\$ 3,000,000	8/1/2006	1/1/2026	2.725%	\$ 1,314,494	\$ 34,650	\$ 172,886	\$ 207,536
St of NV Water DW-1201	2	20	\$ 3,000,000	3/16/2012	1/1/2032	2.39%	\$ 2,149,867	\$ 50,534	\$ 142,838	\$ 193,372
Total for the Utility Fund							\$ 4,608,926	\$ 119,146	\$ 523,988	\$ 643,134
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
TOTAL ALL DEBT SERVICE							\$ 6,106,926	\$ 148,789	\$ 884,988	\$ 1,033,777

SCHEDULE C-1 - INDEBTEDNESS

Incline Village General Improvement District Budget Fiscal Year 2019-2020

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND				Comm. Services Spec. Rev.		\$ 561,800
SUBTOTAL						\$ 561,800
SPECIAL REVENUE FUNDS						
Community Services	General Fund		\$ 561,800			
SUBTOTAL			\$ 561,800			

Incline Village General Improvement District

SCHEDULE T - TRANSFER RECONCILIATION

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS						
SUBTOTAL						
INTERNAL SERVICE						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						
TOTAL TRANSFERS			\$ 561,800			\$ 561,800

Incline Village General Improvement District

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2019 - 2020

Local Government: Incline Village General Improvement District
Contact: Gerald W. Eick
E-mail Address: gwe@ivgid.org
Daytime Telephone: 775-832-1365

Total Number of Existing Contracts: _____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2019-20	Proposed Expenditure FY 2020-21	Reason or need for contract:
1	Eide Bailly, LLP	7/1/2015	6/30/2020	58,500	-	Annual Financial Audit
2	Hutchison & Steffen	3/1/2019	2/28/2022	144,000	144,000	Legal Counsel
3	Marcus G. Faust	TBD	TBD	57,000	TBD	Federal Legislative Advocate
4	Tri-Strategies Ltd	12/13/2018	6/30/2019	24,000	-	Local Government Legislative Advocate
5	EON Cleaning	10/1/2016	10/31/2019	44,233	-	Cleaning Services for District venues
6	Wells Fargo Banking Services	7/1/2018	6/30/2021	36,000	36,000	Bank account fees before earnings allowance
7	TBD	One time contract		50,000	-	Tahoe Water Suppliers' Water Quality Treatment Services Analysis
8	High Sierra Patrol	10/1/2017	9/30/2019	60,000	TBD	Security Services
9	Sierra Office Solutions	4/1/2018	Annual Renewal	27,840	TBD	LAN, Network, and Desktop Copier Supplies and Maintenance
10	TBD			65,500	TBD	Advertising Media Buyer Services
11	AT&T Ethernet	6/29/2015	12/31/2020	57,120	28,560	Ethernet Provider
12	Xerox	1/1/2018	12/31/2020	12,450	6,225	Contract Support for Admin Copier
13	Sierra Office Solutions	1/1/2018	12/31/2020	4476	2238	Contract Support for PW Copier
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			641,119	217,023	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2019 - 2020

Local Government: Incline Village General Improvement District

Contact: Gerald W. Eick

E-mail Address: gwe@ivgid.org

Daytime Telephone: 775-832-1365

Total Number of Privatization Contracts: _____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2019-20	Proposed Expenditure FY 2020-21	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	Incline Spirits, Inc.	5/11/2011	9/30/2019	101 mo.	\$ -	\$ -		2	\$12	District is paid a fee to operate concession
2	Action Water Sports of Incline Village		Expired		\$ -	\$ -		No Staff displaced		District is paid a fee to operate concession
3	Massage Therapist		Fiscal Year		\$ 13,870			0.5		Licensed Prof.
4	Umpires		Fiscal Year		\$ 2,715			0.09		Contract with Assoc.
5	Art Instructor		Fiscal Year		\$ 1,600			0.06		Infrequent schedule
6	Karate Instructor		Fiscal Year		\$ 1,400			0.05		
7										
8	Total				\$ 19,585	\$ -		2.7		

Attach additional sheets if necessary.

EXHIBIT C

IVGID Executive Summary based on Form 4404LGF

FYE June 30, 2020

Fund and Function Budgeted Sources and Uses

IVGID	General Fund	Community Services	Beach Fund	Total Governmental	Utilities Fund	Internal Services	Total Proprietary	Budgeted	
								2019-20 All Funds Summary	2018-19 All Funds Summary
Operating Activities:									
Revenues:									
Ad Valorem & Property Tax	\$ 1,697,807	\$ -	\$ -	\$ 1,697,807	\$ -	\$ -	\$ -	\$ 1,697,807	\$ 1,623,738
Consolidated Tax	1,751,692			1,751,692				1,751,692	1,661,595
Charges for Services		15,592,894	1,488,800	17,081,694	12,506,569		12,506,569	29,588,263	28,237,104
Recreation Facility Fees		2,050,750	658,580	2,709,330				2,709,330	2,424,410
Intergovernmental & Grants		40,400		40,400				40,400	183,000
Interfund	1,367,900	98,210		1,466,110	141,400	3,155,307	3,296,707	4,762,817	4,954,539
Miscellaneous	2,400	110,361		112,761				112,761	110,080
Investments	201,000	50,000	22,500	273,500	193,500		193,500	467,000	305,850
Total Operating Sources	5,020,799	17,942,615	2,169,880	25,133,294	12,841,469	3,155,307	15,996,776	41,130,070	39,500,316
Expenditures by Function:									
General Government									
Operations	4,415,924			4,415,924		3,142,117	3,142,117	7,558,041	7,672,304
Utilities									
Operations				-	7,844,517		7,844,517	7,844,517	7,497,934
Recreation:									
Championship Golf		4,692,139		4,692,139				4,692,139	4,171,759
Mountain Golf		1,027,777		1,027,777				1,027,777	1,019,953
Facilities		548,935		548,935				548,935	547,202
Ski		7,618,618		7,618,618				7,618,618	7,353,714
Recreation Center		2,480,923		2,480,923				2,480,923	2,350,783
Recreation Admin		444,071		444,071				444,071	375,000
Parks		889,879		889,879				889,879	848,133
Tennis		270,423		270,423				270,423	263,670
Beach			2,104,789	2,104,789				2,104,789	1,922,976
Total Operating Expenditures	4,415,924	17,972,765	2,104,789	24,493,478	7,844,517	3,142,117	10,986,634	35,480,112	34,023,428
Net Operating Sources & Uses	\$ 604,875	\$ (30,150)	\$ 65,091	\$ 639,816	\$ 4,996,952	\$ 13,190	\$ 5,010,142	\$ 5,649,958	\$ 5,476,888
Non-Operating Activities:									
Capital Grants & Insurance	\$ -	\$ 786,000	\$ 150,000	\$ 936,000	\$ -	\$ -	\$ -	\$ 936,000	\$ 1,694,071
Facility Fees - Capital Projects		3,322,215	302,172	3,624,387				3,624,387	3,914,884
Facility Fees - Debt Service		410,150	7,748	417,898				417,898	418,256
Use of Fund Balance for Projects	81,000	2,976,952	340,400	3,398,352	1,335,400		1,335,400	4,733,752	6,770,983
Capital Project Expenditures	(566,445)	(6,905,038)	(859,600)	(8,331,083)	(5,698,400)		(5,698,400)	(14,029,483)	(17,244,305)
Debt Service Payments		(384,354)	(6,289)	(390,643)	(643,134)		(643,134)	(1,033,777)	(1,030,777)
Net Non-Operating Sources & Uses	(485,445)	205,925	(65,569)	(345,089)	(5,006,134)	-	(5,006,134)	(5,351,223)	(5,476,888)
Overall Net Sources & Uses	\$ 119,430	\$ 175,775	\$ (478)	\$ 294,727	\$ (9,182)	\$ 13,190	\$ 4,008	\$ 298,735	\$ -

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
RECONCILIATION OF SOURCES AND USE TO FORM 4404LGF
TENTATIVE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020**

	<u>General Fund</u>	<u>Community Services</u>	<u>Beach</u>	<u>Utilities</u>	<u>Internal Services</u>
Net Sources & Uses	\$ 119,430	\$ 175,775	\$ (478)	\$ (9,182)	\$ 13,190
Deduct Fund Balance for Capital	(81,000)	(2,976,952)	(340,400)	(1,335,400)	-
Interfund Transfer	(561,800)	561,800	-	-	-
Budgeted Contingency	(145,000)				
Add back Capital Expend.				5,698,400	-
Add back Debt Service				643,134	-
Deduct Depreciation				(3,310,000)	(13,560)
Deduct Interest expense				(111,838)	
Net change per Budget Form	<u>(668,370)</u>	<u>(2,239,377)</u>	<u>(340,878)</u>	<u>\$ 1,575,114</u>	<u>\$ (370)</u>
Fund Balance, Beginning	<u>2,838,162</u>	<u>12,692,482</u>	<u>1,729,521</u>		
Fund Balance, Ending	<u>\$ 2,169,792</u>	<u>\$ 10,453,105</u>	<u>\$ 1,388,643</u>		

Form 4404LGF Sch. A-1

Form 4404LGF Sch. F-1

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DISTRICT OVERALL
PROPOSED SOURCES AND USES BY OBJECT
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ 1,476,017	\$ 1,533,905	\$ 1,610,000	\$ 1,611,738	\$ 1,697,807
Consolidated Taxes	1,486,270	1,649,920	1,685,000	1,673,595	1,751,692
Charges for Services	29,290,524	27,643,676	30,334,000	28,365,904	29,588,263
Facility Fee - Operations	2,626,949	2,451,609	2,423,790	2,424,410	2,709,330
Facility Fee - Capital	2,805,015	3,002,675	3,912,000	3,914,884	3,624,387
Facility Fee - Debt Service	1,317,287	1,317,238	417,750	418,256	417,898
Investment income	143,974	252,402	360,000	305,850	467,000
Miscellaneous Revenues	174,249	242,424	120,600	110,080	412,761
Intergovernmental	166,768	37,220	35,000	38,000	40,400
Interfund	3,464,515	3,442,411	3,697,000	3,801,339	3,394,917
Central Services	1,177,200	1,094,000	1,169,400	1,169,400	1,367,900
Capital Grants	539,124	356,709	1,400,000	1,694,071	636,000
Use of Fund Balance	1,199,830	950,000	3,884,735	6,770,984	4,733,752
Total Sources	45,867,722	43,974,189	51,049,275	52,298,511	50,842,107
Uses:					
Salaries & Wages	12,412,162	12,730,481	13,381,000	13,528,676	14,259,576
Employee Benefits	4,432,533	4,525,545	5,088,500	5,331,655	5,720,255
Total Personnel	16,844,695	17,256,026	18,469,500	18,860,331	19,979,831
Professional Services	490,860	403,464	390,000	454,000	513,000
Services & Supplies	7,921,516	7,957,119	8,176,000	8,457,932	8,711,719
Insurance	941,737	925,881	1,132,000	1,131,495	665,980
Utilities	1,973,880	2,249,442	2,292,400	2,333,376	2,388,307
Cost of Goods Sold	1,446,544	1,452,803	1,573,000	1,416,895	1,653,375
Central Services	1,177,200	1,094,000	1,169,400	1,169,400	1,367,900
Defensible Space	194,091	190,457	200,000	200,000	200,000
Total Services & Supplies	14,145,828	14,273,166	14,932,800	15,163,098	15,500,281
General Fund Cap. Exp.	148,435	113,813	350,000	435,950	566,445
Int. Serv. Cap. Exp.	-	26,719	-	-	-
Utility Fund Cap. Exp.	4,307,522	7,037,423	5,275,000	6,973,722	5,698,400
Comm. Services Cap. Exp.	3,633,210	3,905,926	8,141,000	9,431,733	6,905,038
Beach Cap. Exp.	256,161	221,248	323,000	402,900	859,600
Utility Debt Service	643,135	643,133	643,135	643,135	643,134
Comm. Serv. Debt Service	1,284,257	1,285,340	381,401	381,401	384,354
Beach Debt Service	6,215	6,237	6,241	6,241	6,289
Total Uses	41,269,458	44,769,031	48,522,077	52,298,511	50,543,372
Net Sources (Uses)	\$ 4,598,264	\$ (794,842)	\$ 2,527,198	\$ -	\$ 298,735

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
GENERAL FUND
PROPOSED SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual <u>FYE - 17</u>	Actual <u>FYE - 18</u>	Estimated Actual <u>FYE- 19</u>	Approved Budget <u>FYE - 19</u>	Proposed Budget <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ 1,476,017	\$ 1,533,905	\$ 1,610,000	\$ 1,611,738	\$ 1,697,807
Consolidated Taxes	1,486,270	1,649,920	1,685,000	1,673,595	1,751,692
Charges for Services	-	-	-	-	-
Facility Fee	-	-	-	-	-
Investment income	51,680	89,960	150,000	138,600	201,000
Miscellaneous Revenues	3,198	2,047	2,600	3,600	2,400
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	1,177,200	1,094,000	1,169,400	1,169,400	1,367,900
Use of Fund Balance	-	-	-	-	81,000
Total Sources	4,194,365	4,369,832	4,617,000	4,596,933	5,101,799
Uses:					
Salaries & Wages	1,819,919	1,848,640	2,002,000	2,004,019	2,125,940
Employee Benefits	781,966	803,839	935,000	969,905	1,068,804
Total Personnel	2,601,885	2,652,479	2,937,000	2,973,924	3,194,744
Professional Services	375,989	218,282	238,000	288,125	293,750
Services & Supplies	479,503	562,451	600,000	673,375	768,185
Insurance	35,763	50,440	62,000	61,380	52,680
Utilities	110,527	102,550	103,000	106,485	106,565
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	1,001,782	933,723	1,003,000	1,129,365	1,221,180
General Fund Cap. Exp.	148,435	113,813	350,000	435,950	566,445
Total Uses	3,752,102	3,700,015	4,290,000	4,539,239	4,982,369
Net Sources (Uses)	\$ 442,263	\$ 669,817	\$ 327,000	\$ 57,694	\$ 119,430

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
COMMUNITY SERVICES COMBINED
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual <u>FYE - 17</u>	Actual <u>FYE - 18</u>	Estimated Actual <u>FYE - 19</u>	Approved Budget <u>FYE - 19</u>	Proposed Budget <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	16,801,932	14,629,054	16,734,000	15,011,324	15,592,894
Facility Fee	2,045,905	1,788,865	1,764,530	1,765,150	2,050,750
Investment income	23,608	69,303	69,000	30,000	50,000
Miscellaneous Revenues	153,161	186,317	118,000	106,480	110,361
Intergovernmental	39,233	37,220	35,000	38,000	40,400
Interfund	87,711	74,014	77,000	94,120	98,210
Central Services	-	-	-	-	-
Total Sources	19,151,550	16,784,773	18,797,530	17,045,074	17,942,615
Uses:					
Salaries & Wages	6,094,426	6,317,600	6,524,000	6,509,155	6,857,057
Employee Benefits	1,748,861	1,806,011	2,013,500	2,088,462	2,203,842
Total Personnel	7,843,287	8,123,611	8,537,500	8,597,617	9,060,899
Professional Services	25,780	61,859	40,000	41,075	43,950
Services & Supplies	4,501,552	4,216,621	4,446,000	4,597,054	4,721,202
Insurance	328,485	320,870	331,000	328,845	370,360
Utilities	934,424	1,177,267	1,169,400	1,181,829	1,214,079
Cost of Goods Sold	1,429,389	1,422,068	1,466,000	1,315,595	1,553,475
Central Services	760,000	719,900	768,200	768,200	908,800
Defensible Space	97,046	95,228	100,000	100,000	100,000
Total Services & Supplies	8,076,676	8,013,813	8,320,600	8,332,598	8,911,866
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	15,919,963	16,137,424	16,858,100	16,930,215	17,972,765
Net Sources (Uses)	\$ 3,231,587	\$ 647,349	\$ 1,939,430	\$ 114,859	\$ (30,150)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 CHAMPIONSHIP GOLF
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	3,542,663	3,763,012	4,130,000	3,992,444	4,516,321
Facility Fee	155,508	180,056	180,000	180,620	172,263
Investment income	-	-	-	-	-
Miscellaneous Revenues	31,095	29,334	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	3,729,266	3,972,402	4,310,000	4,173,064	4,688,584
Uses:					
Salaries & Wages	1,347,782	1,450,745	1,495,000	1,493,437	1,592,508
Employee Benefits	373,143	378,678	425,000	451,909	512,154
Total Personnel	1,720,925	1,829,423	1,920,000	1,945,346	2,104,662
Professional Services	5,282	7,273	6,700	6,740	7,860
Services & Supplies	992,390	957,431	975,000	1,012,121	1,056,265
Insurance	54,251	38,909	44,000	41,580	67,200
Utilities	204,879	207,188	212,000	211,680	226,160
Cost of Goods Sold	773,797	837,876	875,000	765,392	1,004,692
Central Services	178,400	177,600	188,900	188,900	225,300
Defensible Space	-	-	-	-	-
Total Services & Supplies	2,208,999	2,226,277	2,301,600	2,226,413	2,587,477
Total Uses	3,929,924	4,055,700	4,221,600	4,171,759	4,692,139
Net Sources (Uses)	\$ (200,658)	\$ (83,298)	\$ 88,400	\$ 1,305	\$ (3,555)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
MOUNTAIN GOLF
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	627,986	629,122	700,000	690,926	678,573
Facility Fee	270,092	327,375	328,400	328,400	328,120
Investment income	-	-	-	-	-
Miscellaneous Revenues	46,511	59,215	47,000	34,963	38,932
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	944,589	1,015,712	1,075,400	1,054,289	1,045,625
Uses:					
Salaries & Wages	370,994	327,821	380,000	382,111	372,113
Employee Benefits	101,500	88,958	110,000	115,490	115,629
Total Personnel	472,494	416,779	490,000	497,601	487,742
Professional Services	1,793	3,828	2,000	2,910	4,140
Services & Supplies	321,251	327,292	305,000	315,104	315,732
Insurance	13,482	18,355	15,000	14,520	18,000
Utilities	89,213	82,546	90,000	88,050	88,840
Cost of Goods Sold	63,677	76,071	51,000	53,968	59,423
Central Services	55,300	47,300	47,800	47,800	53,900
Defensible Space	-	-	-	-	-
Total Services & Supplies	544,716	555,392	510,800	522,352	540,035
Total Uses	1,017,210	972,171	1,000,800	1,019,953	1,027,777
Net Sources (Uses)	\$ (72,621)	\$ 43,541	\$ 74,600	\$ 34,336	\$ 17,848

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
FACILITIES
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	387,701	355,696	410,000	406,900	420,793
Facility Fee	163,692	147,319	147,780	147,780	131,248
Investment income	-	-	-	-	-
Miscellaneous Revenues	4,027	1,150	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	555,420	504,165	557,780	554,680	552,041
Uses:					
Salaries & Wages	87,544	80,096	86,000	85,968	89,488
Employee Benefits	45,546	38,460	43,000	43,156	47,157
Total Personnel	133,090	118,556	129,000	129,124	136,645
Professional Services	1,050	1,080	1,100	1,110	1,140
Services & Supplies	295,331	262,168	325,000	349,508	337,960
Insurance	11,459	10,341	15,500	15,510	12,240
Utilities	28,448	34,850	30,000	28,950	35,550
Cost of Goods Sold	-	-	-	-	-
Central Services	29,200	21,800	23,000	23,000	25,400
Defensible Space	-	-	-	-	-
Total Services & Supplies	365,488	330,239	394,600	418,078	412,290
Total Uses	498,578	448,795	523,600	547,202	548,935
Net Sources (Uses)	\$ 56,842	\$ 55,370	\$ 34,180	\$ 7,478	\$ 3,106

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
SKI
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	11,326,968	9,155,646	10,700,000	8,898,800	9,222,320
Facility Fee	(1,227,693)	(1,636,874)	(1,642,000)	(1,642,000)	(1,640,600)
Investment income	(3,500)	23,220	24,000	-	-
Miscellaneous Revenues	73,741	74,119	71,000	71,517	71,429
Intergovernmental	-	-	-	-	-
Interfund	15,284	10,329	-	16,200	16,200
Central Services	-	-	-	-	-
Total Sources	10,184,800	7,626,440	9,153,000	7,344,517	7,669,349
Uses:					
Salaries & Wages	2,636,401	2,767,963	2,850,000	2,867,877	2,970,495
Employee Benefits	754,107	847,817	950,000	978,691	985,297
Total Personnel	3,390,508	3,615,780	3,800,000	3,846,568	3,955,792
Professional Services	10,500	35,800	23,000	23,100	23,400
Services & Supplies	1,981,701	1,808,998	1,900,000	1,901,822	2,014,081
Insurance	200,852	199,812	195,000	201,960	195,400
Utilities	393,867	609,003	600,000	614,815	604,945
Cost of Goods Sold	523,670	450,634	480,000	429,950	424,000
Central Services	309,500	304,300	335,500	335,500	401,000
Defensible Space	-	-	-	-	-
Total Services & Supplies	3,420,090	3,408,547	3,533,500	3,507,147	3,662,826
Total Uses	6,810,598	7,024,327	7,333,500	7,353,715	7,618,618
Net Sources (Uses)	\$ 3,374,202	\$ 602,113	\$ 1,819,500	\$ (9,198)	\$ 50,731

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
RECREATION AND COMMUNITY PROGRAMMING
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	1,278,149	1,289,952	1,305,000	1,305,414	1,285,209
Facility Fee	1,031,262	1,039,415	1,042,670	1,042,670	1,173,029
Investment income	-	-	-	-	-
Miscellaneous Revenues	(7,723)	1,247	-	-	-
Intergovernmental	17,000	17,000	17,000	17,000	17,000
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	2,318,688	2,347,614	2,364,670	2,365,084	2,475,238
Uses:					
Salaries & Wages	1,053,587	1,093,852	1,112,000	1,092,992	1,164,024
Employee Benefits	318,231	319,199	335,000	347,964	368,533
Total Personnel	1,371,818	1,413,051	1,447,000	1,440,956	1,532,557
Professional Services	5,250	5,400	5,600	5,550	5,700
Services & Supplies	529,458	496,034	525,000	573,392	560,046
Insurance	34,406	37,623	46,000	39,930	57,600
Utilities	122,419	135,239	135,000	134,470	145,360
Cost of Goods Sold	48,942	43,756	45,000	50,785	49,860
Central Services	113,600	101,000	105,700	105,700	129,800
Defensible Space	-	-	-	-	-
Total Services & Supplies	854,075	819,052	862,300	909,827	948,366
Total Uses	2,225,893	2,232,103	2,309,300	2,350,783	2,480,923
Net Sources (Uses)	\$ 92,795	\$ 115,511	\$ 55,370	\$ 14,301	\$ (5,685)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
COMMUNITY SERVICES ADMINISTRATION
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	(573,542)	(758,480)	(725,000)	(510,600)	(748,600)
Facility Fee	842,767	913,137	886,680	886,680	1,041,781
Investment income	27,108	46,083	45,000	30,000	50,000
Miscellaneous Revenues	-	1,398	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	296,333	202,138	206,680	406,080	343,181
Uses:					
Salaries & Wages	144,286	144,815	135,000	122,353	183,759
Employee Benefits	45,185	41,518	43,000	43,256	60,652
Total Personnel	189,471	186,333	178,000	165,609	244,411
Professional Services	330	6,858	-	-	-
Services & Supplies	42,120	42,467	60,000	77,787	71,256
Insurance	-	-	-	-	-
Utilities	13,090	7,812	12,000	14,604	8,604
Cost of Goods Sold	-	-	-	-	-
Central Services	12,300	18,800	17,000	17,000	19,800
Defensible Space	97,046	95,228	100,000	100,000	100,000
Total Services & Supplies	164,886	171,165	189,000	209,391	199,660
Total Uses	354,357	357,498	367,000	375,000	444,071
Net Sources (Uses)	\$ (58,024)	\$ (155,360)	\$ (160,320)	\$ 31,080	\$ (100,890)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PARKS
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	45,430	48,910	55,000	67,740	62,178
Facility Fee	703,877	703,856	706,060	706,060	730,067
Investment income	-	-	-	-	-
Miscellaneous Revenues	5,510	19,854	-	-	-
Intergovernmental	22,233	20,220	18,000	21,000	23,400
Interfund	72,427	63,685	77,000	77,920	82,010
Central Services	-	-	-	-	-
Total Sources	849,477	856,525	856,060	872,720	897,655
Uses:					
Salaries & Wages	311,433	332,157	327,000	328,315	345,389
Employee Benefits	86,971	71,527	80,000	80,461	85,289
Total Personnel	398,404	403,684	407,000	408,776	430,678
Professional Services	1,050	1,080	1,100	1,110	1,140
Services & Supplies	285,299	268,312	293,000	303,788	303,876
Insurance	11,577	13,541	13,000	13,134	16,800
Utilities	75,304	93,082	83,000	81,825	96,485
Cost of Goods Sold	-	-	-	-	-
Central Services	49,400	38,600	39,500	39,500	40,900
Defensible Space	-	-	-	-	-
Total Services & Supplies	422,630	414,615	429,600	439,357	459,201
Total Uses	821,034	818,299	836,600	848,133	889,879
Net Sources (Uses)	\$ 28,443	\$ 38,226	\$ 19,460	\$ 24,587	\$ 7,776

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
TENNIS
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	166,577	145,196	159,000	159,700	156,100
Facility Fee	106,400	114,581	114,940	114,940	114,842
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	272,977	259,777	273,940	274,640	270,942
Uses:					
Salaries & Wages	142,399	120,151	139,000	136,102	139,281
Employee Benefits	24,178	19,854	27,500	27,535	29,131
Total Personnel	166,577	140,005	166,500	163,637	168,412
Professional Services	525	540	500	555	570
Services & Supplies	54,002	53,919	63,000	63,532	61,986
Insurance	2,458	2,289	2,500	2,211	3,120
Utilities	7,204	7,547	7,400	7,435	8,135
Cost of Goods Sold	19,303	13,731	15,000	15,500	15,500
Central Services	12,300	10,500	10,800	10,800	12,700
Defensible Space	-	-	-	-	-
Total Services & Supplies	95,792	88,526	99,200	100,033	102,011
Total Uses	262,369	228,531	265,700	263,670	270,423
Net Sources (Uses)	\$ 10,608	\$ 31,246	\$ 8,240	\$ 10,970	\$ 519

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 BEACH
 PROPOSED SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual <u>FYE - 17</u>	Actual <u>FYE - 18</u>	Estimated Actual <u>FYE- 19</u>	Approved Budget <u>FYE - 19</u>	Proposed Budget <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	1,065,015	1,266,613	1,450,000	1,338,500	1,488,800
Facility Fee - Operations	581,044	662,744	659,260	659,260	658,580
Facility Fee - Capital	185,937	301,833	302,000	302,484	302,172
Facility Fee - Debt Service	7,747	7,739	7,750	7,756	7,748
Investment income	6,078	2,288	13,500	13,500	22,500
Miscellaneous Revenues	(364)	857	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Capital Grants	-	-	-	-	150,000
Use of Fund Balance	-	-	-	-	340,400
Total Sources	1,845,457	2,242,074	2,432,510	2,321,500	2,970,200
Uses:					
Salaries & Wages	733,265	748,538	820,000	833,105	932,898
Employee Benefits	205,191	182,791	200,000	209,334	240,804
Total Personnel	938,456	931,329	1,020,000	1,042,439	1,173,702
Professional Services	5,250	6,998	15,000	17,550	17,700
Services & Supplies	421,035	456,373	510,000	533,568	541,743
Insurance	19,614	21,148	31,000	21,450	39,000
Utilities	110,105	116,676	129,000	114,069	126,644
Cost of Goods Sold	-	10,122	102,000	101,300	99,900
Central Services	92,800	77,100	92,600	92,600	106,100
Defensible Space	-	-	-	-	-
Total Services & Supplies	648,804	688,417	879,600	880,537	931,087
Beach Cap. Exp.	256,161	221,248	323,000	402,900	859,600
Beach Debt Service	6,215	6,237	6,241	6,241	6,289
Total Uses	1,849,636	1,847,231	2,228,841	2,332,117	2,970,678
Net Sources (Uses)	\$ (4,179)	\$ 394,843	\$ 203,669	\$ (10,617)	\$ (478)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
COMMUNITY SERVICES
PROPOSED CAPITAL SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual <u>FYE - 17</u>	Actual <u>FYE - 18</u>	Estimated Actual <u>FYE - 19</u>	Approved Budget <u>FYE - 19</u>	Proposed Budget <u>FYE - 20</u>
Sources:					
Facility Fee - Capital Investment income	2,619,078	2,700,842	3,610,000	3,612,400	3,322,215
Miscellaneous Revenues	62,952	1,980	-	-	300,000
Capital Grants	113,615	156,775	1,400,000	1,694,071	486,000
Use of Fund Balance	1,199,830	950,000	3,131,000	3,933,673	2,976,952
Total Sources	<u>3,995,475</u>	<u>3,809,597</u>	<u>8,141,000</u>	<u>9,240,144</u>	<u>7,085,167</u>
Uses:					
Championship Golf	928,012	664,121	516,000	598,400	613,782
Mountain Golf Facilities	120,828	402,955	475,000	406,263	1,541,238
Ski	161,162	198,604	40,000	49,500	180,400
Rec Center	1,375,029	1,814,021	4,900,000	5,792,115	2,482,166
Comm. Serv. Admin.	574,838	71,100	330,000	347,530	413,700
Parks	111,792	148,812	150,000	165,500	-
Tennis	312,527	601,313	1,585,000	1,924,425	880,252
Total Services & Supplies	49,022	5,000	145,000	148,000	793,500
Total Uses	<u>3,633,210</u>	<u>3,905,926</u>	<u>8,141,000</u>	<u>9,431,733</u>	<u>6,905,038</u>
Net Sources (Uses)	<u>\$ 362,265</u>	<u>\$ (96,329)</u>	<u>\$ -</u>	<u>\$ (191,589)</u>	<u>\$ 180,129</u>

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
COMMUNITY SERVICES
PROPOSED DEBT SERVICE SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE - 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Facility Fee - Debt Service	1,309,540	1,309,499	410,000	410,500	410,150
Total Sources	<u>1,309,540</u>	<u>1,309,499</u>	<u>410,000</u>	<u>410,500</u>	<u>410,150</u>
Uses:					
Principal	1,117,639	1,181,494	344,365	344,365	355,188
Interest	166,618	103,846	37,036	37,036	29,166
Total Debt Service	<u>1,284,257</u>	<u>1,285,340</u>	<u>381,401</u>	<u>381,401</u>	<u>384,354</u>
Total Uses					
Net Sources (Uses)	<u>\$ 25,283</u>	<u>\$ 24,159</u>	<u>\$ 28,599</u>	<u>\$ 29,099</u>	<u>\$ 25,796</u>

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
UTILITY FUND
PROPOSED SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual <u>FYE - 17</u>	Actual <u>FYE - 18</u>	Estimated Actual <u>FYE- 19</u>	Approved Budget <u>FYE - 19</u>	Proposed Budget <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	11,423,577	11,748,009	12,150,000	12,016,080	12,506,569
Facility Fee	-	-	-	-	-
Investment income	60,132	77,280	125,000	120,000	193,500
Miscellaneous Revenues	17,730	50,020	-	-	-
Intergovernmental	127,535	-	-	-	-
Interfund	262,057	177,548	220,000	141,400	141,400
Central Services	-	-	-	-	-
Capital Grants	425,509	199,934	-	-	-
Use of Fund Balance	-	-	753,735	2,837,311	1,335,400
Total Sources	12,316,540	12,252,791	13,248,735	15,114,791	14,176,869
Uses:					
Salaries & Wages	2,480,611	2,505,990	2,665,000	2,663,557	2,799,411
Employee Benefits	1,077,836	1,116,230	1,240,000	1,304,284	1,407,335
Total Personnel	3,558,447	3,622,220	3,905,000	3,967,841	4,206,746
Professional Services	74,746	102,886	92,000	98,250	148,600
Services & Supplies	1,747,292	1,974,477	1,850,000	1,895,870	1,909,272
Insurance	158,355	184,537	190,000	207,240	197,400
Utilities	806,413	842,777	880,000	920,133	929,499
Cost of Goods Sold	17,155	20,613	5,000	-	-
Central Services	324,400	297,000	308,600	308,600	353,000
Defensible Space	97,045	95,229	100,000	100,000	100,000
Total Services & Supplies	3,225,406	3,517,519	3,425,600	3,530,093	3,637,771
Utility Fund Cap. Exp.	4,307,522	7,037,423	5,275,000	6,973,722	5,698,400
Utility Debt Service	643,135	643,133	643,135	643,135	643,134
Total Uses	11,734,510	14,820,295	13,248,735	15,114,791	14,186,051
Net Sources (Uses)	\$ 582,030	\$ (2,567,504)	\$ -	\$ -	\$ (9,182)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INTERNAL SERVICES
PROPOSED SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	-	-	-	-	-
Facility Fee	-	-	-	-	-
Investment income	2,476	13,571	2,500	3,750	-
Miscellaneous Revenues	524	3,183	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	3,114,747	3,190,849	3,400,000	3,565,819	3,155,307
Central Services	-	-	-	-	-
Total Sources	3,117,747	3,207,603	3,402,500	3,569,569	3,155,307
Uses:					
Salaries & Wages	1,283,941	1,309,713	1,370,000	1,518,840	1,544,270
Employee Benefits	618,679	616,674	700,000	759,670	799,470
Total Personnel	1,902,620	1,926,387	2,070,000	2,278,510	2,343,740
Professional Services	9,095	13,439	5,000	9,000	9,000
Services & Supplies	772,134	747,197	770,000	758,065	771,317
Insurance	399,520	348,886	518,000	512,580	6,540
Utilities	12,411	10,172	11,000	10,860	11,520
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	1,193,160	1,119,694	1,304,000	1,290,505	798,377
Internal Serv. Cap. Exp.	-	26,719	-	-	-
Total Uses	3,095,780	3,072,800	3,374,000	3,569,015	3,142,117
Net Sources (Uses)	\$ 21,967	\$ 134,803	\$ 28,500	\$ 554	\$ 13,190

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DISTRICT-WIDE MARKETING
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE - 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	-	-	-	-	-
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	-	-	-	-	-
Uses:					
Salaries & Wages	169,262	175,231	195,000	212,128	240,060
Employee Benefits	85,947	86,361	104,000	117,160	129,422
Total Personnel	255,209	261,592	299,000	329,288	369,482
Professional Services	44,332	-	-	-	-
Services & Supplies	514,179	514,438	520,000	570,480	553,200
Insurance	-	-	-	-	-
Utilities	14,639	8,915	11,000	14,940	11,340
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	573,150	523,353	531,000	585,420	564,540
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	828,359	784,945	830,000	914,708	934,022
Net Sources (Uses)	\$ (828,359)	\$ (784,945)	\$ (830,000)	\$ (914,708)	\$ (934,022)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DISTRICT WIDE FOOD & BEVERAGE
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	3,153,214	3,178,212	3,578,100	3,248,800	3,782,600
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	12,000	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	3,153,214	3,178,212	3,590,100	3,248,800	3,782,600
Uses:					
Salaries & Wages	754,290	932,246	1,074,500	1,018,288	1,060,380
Employee Benefits	164,920	247,925	295,900	298,137	310,938
Total Personnel	919,210	1,180,171	1,370,400	1,316,425	1,371,318
Professional Services	-	-	-	-	-
Services & Supplies	363,000	407,175	447,200	483,467	508,106
Insurance	5,000	-	-	-	-
Utilities	75,661	79,449	75,000	76,220	79,615
Cost of Goods Sold	895,537	916,727	1,073,500	956,590	1,144,223
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	1,339,198	1,403,351	1,595,700	1,516,277	1,731,944
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	2,258,408	2,583,522	2,966,100	2,832,702	3,103,262
Net Sources (Uses)	\$ 894,806	\$ 594,690	\$ 624,000	\$ 416,098	\$ 679,338

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 COMBINED CHAMP GOLF F&B AND BANQUETS
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2018

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	1,163,653	1,441,575	1,530,000	1,338,700	1,879,100
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	1,163,653	1,441,575	1,530,000	1,338,700	1,879,100
Uses:					
Salaries & Wages	388,181	498,100	514,000	484,746	587,396
Employee Benefits	89,757	119,482	139,000	139,076	186,630
Total Personnel	477,938	617,582	653,000	623,822	774,026
Professional Services	-	-	-	-	-
Services & Supplies	156,688	175,183	165,000	179,682	230,624
Insurance	5,000	-	-	-	-
Utilities	23,649	23,234	30,000	30,900	36,870
Cost of Goods Sold	350,950	428,350	471,000	404,300	592,500
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	536,287	626,767	666,000	614,882	859,994
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	1,014,225	1,244,349	1,319,000	1,238,704	1,634,020
Net Sources (Uses)	\$ 149,428	\$ 197,226	\$ 211,000	\$ 99,996	\$ 245,080

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 CHAMP GOLF GRILLE, BEV CARTS AND SNACK BAR(31-530)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2018

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	-	-	-	-	704,000
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	-	-	-	-	704,000
Uses:					
Salaries & Wages	-	-	-	-	286,021
Employee Benefits	-	-	-	-	63,439
Total Personnel	-	-	-	-	349,460
Professional Services	-	-	-	-	-
Services & Supplies	-	-	-	-	97,028
Insurance	-	-	-	-	-
Utilities	-	-	-	-	22,940
Cost of Goods Sold	-	-	-	-	216,700
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	-	-	-	-	336,668
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	-	-	-	-	686,128
Net Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ 17,872

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 FOOD & BEVERAGE BANQUETS AND EVENTS (31-520)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	-	-	-	-	1,175,100
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	-	-	-	-	1,175,100
Uses:					
Salaries & Wages	-	-	-	-	301,375
Employee Benefits	-	-	-	-	123,191
Total Personnel	-	-	-	-	424,566
Professional Services	-	-	-	-	-
Services & Supplies	-	-	-	-	133,596
Insurance	-	-	-	-	-
Utilities	-	-	-	-	13,930
Cost of Goods Sold	-	-	-	-	375,800
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	-	-	-	-	523,326
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	-	-	-	-	947,892
Net Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ 227,208

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 MTN GOLF (32-530)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	94,942	116,242	82,000	95,600	98,200
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	12,000	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	94,942	116,242	94,000	95,600	98,200
Uses:					
Salaries & Wages	29,999	24,892	33,000	36,009	23,750
Employee Benefits	4,557	4,144	5,000	5,074	2,745
Total Personnel	34,556	29,036	38,000	41,083	26,495
Professional Services	-	-	-	-	-
Services & Supplies	16,040	15,508	18,000	28,689	27,470
Insurance	-	-	-	-	-
Utilities	5,033	5,742	5,100	5,160	6,410
Cost of Goods Sold	25,336	27,623	25,000	21,040	27,823
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	46,409	48,873	48,100	54,889	61,703
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	80,965	77,909	86,100	95,972	88,198
Net Sources (Uses)	\$ 13,977	\$ 38,333	\$ 7,900	\$ (372)	\$ 10,002

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
SKI LODGE (34-530)
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	1,514,576	1,223,222	1,300,000	1,237,300	1,137,700
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	1,514,576	1,223,222	1,300,000	1,237,300	1,137,700
Uses:					
Salaries & Wages	314,215	335,633	400,000	361,945	284,844
Employee Benefits	67,860	111,144	135,000	134,908	78,612
Total Personnel	382,075	446,777	535,000	496,853	363,456
Professional Services	-	-	-	-	-
Services & Supplies	152,439	150,240	170,000	162,283	147,176
Insurance	-	-	-	-	-
Utilities	37,832	42,578	30,000	29,495	24,795
Cost of Goods Sold	435,801	375,576	396,000	367,300	336,200
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	626,072	568,394	596,000	559,078	508,171
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	1,008,147	1,015,171	1,131,000	1,055,931	871,627
Net Sources (Uses)	\$ 506,429	\$ 208,051	\$ 169,000	\$ 181,369	\$ 266,073

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 SNOWFLAKE LODGE (36-530)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	295,842	266,332	310,000	221,100	311,800
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	295,842	266,332	310,000	221,100	311,800
Uses:					
Salaries & Wages	21,874	58,541	71,000	57,700	76,380
Employee Benefits	2,746	10,827	10,000	10,015	21,885
Total Personnel	24,620	69,368	81,000	67,715	98,265
Professional Services	-	-	-	-	-
Services & Supplies	19,804	12,670	26,000	18,217	30,150
Insurance	-	-	-	-	-
Utilities	4,139	2,251	4,800	5,260	5,460
Cost of Goods Sold	83,450	75,057	87,000	62,650	87,800
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	107,393	89,978	117,800	86,127	123,410
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	132,013	159,346	198,800	153,842	221,675
Net Sources (Uses)	\$ 163,829	\$ 106,986	\$ 111,200	\$ 67,258	\$ 90,125

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 INCLINE BEACH F&B (39-730, 38-530)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	23,922	42,490	157,000	151,200	152,200
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	23,922	42,490	157,000	151,200	152,200
Uses:					
Salaries & Wages	-	8,461	28,500	38,944	44,005
Employee Benefits	-	1,338	3,700	4,532	10,533
Total Personnel	-	9,799	32,200	43,476	54,538
Professional Services	-	-	-	-	-
Services & Supplies	6,169	26,241	36,800	44,571	34,941
Insurance	-	-	-	-	-
Utilities	862	987	900	930	1,030
Cost of Goods Sold	-	4,738	48,500	49,300	49,500
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	7,031	31,966	86,200	94,801	85,471
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	7,031	41,765	118,400	138,277	140,009
Net Sources (Uses)	\$ 16,891	\$ 725	\$ 38,600	\$ 12,923	\$ 12,191

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 INCLINE BEACH BAR (39-750)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual FYE - 17</u>	<u>Actual FYE - 18</u>	<u>Estimated Actual FYE- 19</u>	<u>Approved Budget FYE - 19</u>	<u>Proposed Budget FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	13,335	14,465	18,000	23,500	23,500
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	13,335	14,465	18,000	23,500	23,500
Uses:					
Salaries & Wages	-	-	-	-	-
Employee Benefits	-	-	-	-	-
Total Personnel	-	-	-	-	-
Professional Services	-	-	-	-	-
Services & Supplies	554	659	700	924	900
Insurance	-	-	-	-	-
Utilities	-	-	-	-	-
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	554	659	700	924	900
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	554	659	700	924	900
Net Sources (Uses)	\$ 12,781	\$ 13,806	\$ 17,300	\$ 22,576	\$ 22,600

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 BURNT CEDAR BEACH F&B (39-740, 39-530)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual</u> <u>FYE - 17</u>	<u>Actual</u> <u>FYE - 18</u>	<u>Estimated</u> <u>Actual</u> <u>FYE- 19</u>	<u>Approved</u> <u>Budget</u> <u>FYE - 19</u>	<u>Proposed</u> <u>Budget</u> <u>FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	20,279	44,600	151,000	157,900	156,600
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	20,279	44,600	151,000	157,900	156,600
Uses:					
Salaries & Wages	-	6,607	28,000	38,944	44,005
Employee Benefits	-	990	3,200	4,532	10,533
Total Personnel	-	7,597	31,200	43,476	54,538
Professional Services	-	-	-	-	-
Services & Supplies	10,842	26,220	30,000	48,201	35,945
Insurance	-	-	-	-	-
Utilities	4,146	4,657	4,200	4,475	5,050
Cost of Goods Sold	-	5,383	46,000	52,000	50,400
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	14,988	36,260	80,200	104,676	91,395
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	14,988	43,857	111,400	148,152	145,933
Net Sources (Uses)	\$ 5,291	\$ 743	\$ 39,600	\$ 9,748	\$ 10,667

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 BURNT CEDAR BAR (39-760)
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	<u>Actual FYE - 17</u>	<u>Actual FYE - 18</u>	<u>Estimated Actual FYE- 19</u>	<u>Approved Budget FYE - 19</u>	<u>Proposed Budget FYE - 20</u>
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	26,665	29,286	30,100	23,500	23,500
Facility Fee	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	26,665	29,286	30,100	23,500	23,500
Uses:					
Salaries & Wages	21	12	-	-	-
Employee Benefits	-	-	-	-	-
Total Personnel	21	12	-	-	-
Professional Services	-	-	-	-	-
Services & Supplies	464	454	700	900	900
Insurance	-	-	-	-	-
Utilities	-	-	-	-	-
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	464	454	700	900	900
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	485	466	700	900	900
Net Sources (Uses)	\$ 26,180	\$ 28,820	\$ 29,400	\$ 22,600	\$ 22,600

EXHIBIT D

**Incline Village General Improvement District
Schedule of Budgeted Capital Expenditure
Form 4404LGF
For the Year Ending June 30, 2020
(As determined as of April 2, 2019)**

Fund:	2018-19 Carry Over Projects	2019-20 Scheduled Projects	Total Capital Budgeted
General Fund	<u>\$ 81,000</u>	<u>\$ 485,445</u>	<u>\$ 566,445</u>
Community Services			
Championship Golf	\$ 77,000	\$ 536,782	\$ 613,782
Mountain Golf	\$ 104,200	\$ 1,437,038	\$ 1,541,238
Facilities	\$ 6,500	\$ 173,900	\$ 180,400
Ski	\$ 941,300	\$ 1,540,866	\$ 2,482,166
Recreation	\$ -	\$ 413,700	\$ 413,700
Comm. Serv. Admin.	\$ -	\$ -	\$ -
Parks	\$ 599,152	\$ 281,100	\$ 880,252
Tennis	\$ 23,000	\$ 770,500	\$ 793,500
Total	<u>\$ 1,751,152</u>	<u>\$ 5,153,886</u>	<u>\$ 6,905,038</u>
Beach	<u>\$ 88,400</u>	<u>\$ 771,200</u>	<u>\$ 859,600</u>
Utilities			
Shared	\$ -	\$ 308,000	
Water	\$ 1,275,400	\$ 460,000	
Sewer Effluent Proj.	\$ -	\$ 2,000,000	
All Other Sewer	\$ 60,000	\$ 1,595,000	
Total	<u>\$ 1,335,400</u>	<u>\$ 4,363,000</u>	<u>\$ 5,698,400</u>
Sewer Effluent Project	<u>\$ 2,251,918</u>	For periods beyond 2019-2020 the carry over totals \$9,656,890.	
Internal Services	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District-wide Total	<u>\$ 5,507,870</u>	<u>\$ 10,773,531</u>	<u>\$ 14,029,483</u>

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
General	A.V. Building Immediate Term Maintenance	1099BD1704	\$ 43,700	\$ 41,837	\$ -
	Administration Fire Panel Replacement	1099BD1803	18,000	18,000	-
	Digital Records Management System	1099CO1802	75,000	-	75,000
	Replace Carpeting 893 Southwood Admin Building	1099FF1503	51,500	-	-
	Pavement Maintenance - Administration Building	1099LI1705	5,000	5,000	-
	Check Writer Printer Replacement	1212OE1601	6,000	-	6,000
	IT Master Plan - IT Security Devices	1213CE1101	15,000	15,000	-
	District Communication Radios	1213CE1701	6,000	7,350	-
	District Wide PC, Laptops, Peripheral Eq. and Desk Top Printers	1213CO1703	82,750	80,000	-
	Email Security Gateway	1213CO1801	13,000	13,174	-
	Human Resource Management and Payroll Processing Software	1315CO1801	120,000	120,000	-
	Total General Fund			\$ 435,950	\$ 300,361
Beach	Burnt Cedar Food & Beverage Customer Improvements	3939BD1803	\$ 10,000	\$ 1,000	\$ 9,000
	Burnt Cedar Swimming and Toddler Pool Resurface and Mech. Improv.	3970BD2601	75,000	75,000	-
	Pavement Maintenance, Ski Beach	3972BD1301	33,500	33,500	-
	Beaches Flatscape and Retaining Wall Enhancement and Replacement	3972BD1501	55,000	55,000	-
	Beach Furnishings	3972FF1704	58,400	58,400	-
	Pavement Maintenance, Incline Beach	3972LI1201	26,500	26,500	-
	Pavement Maintenance, Burnt Cedar Beach	3972LI1202	72,500	22,500	50,000
	Kayak and Paddle Board Rack Enhancements	3972LI1801	30,000	30,000	-
	Fall protection for Beach Venues	3999BD1802	12,000	11,700	-
	Incline Beach Facility Study	3973LI1302	30,000	600	29,400
Total Beach Fund			\$ 402,900	\$ 314,200	\$ 88,400
Internal Services	Total Internal Services Fund		\$ -	\$ -	\$ -

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
Combined All Community Services			\$ 9,431,733	\$ 7,560,592	\$ 1,751,152
Championship Golf	Demolition of #10 Starter Shack	3141BD1703	\$ 10,000	\$ 10,389	\$ -
	Venue Signage Enhancement	3141BD1706	20,000	-	20,000
	Champ Golf Exterior Icemaker Replacement	3141FF1804	7,500	7,500	-
	Irrigation Improvements	3141GC1103	25,000	25,000	-
	Championship Course Greens, Tees and Bunkers	3141GC1202	62,000	5,335	57,000
	Champ Course #17 Tee Rebuild	3141GC1704	15,000	16,001	-
	Championship Course Greens and Surrounds	3141GC1802	15,000	15,000	-
	Championship Course Tees	3141GC1803	13,000	13,000	-
	Pavement Maintenance of Parking Lots - Champ Course & Chateau	3141LI1201	25,000	25,000	-
	Pavement Maintenance of Cart Paths - Champ Course	3141LI1202	55,000	55,000	-
	Champ Grille Kitchen Equipment	3153FF1204	39,000	-	-
	1999 Ty-Crop Spreader #429	3142LE1720	36,400	32,777	-
	2007 Club Car Carryall Ball Picker #600	3142LE1740	25,000	23,451	-
	2011 Toro Greensmaster 1000 #652	3142LE1753	14,500	14,186	-
	2011 Toro Greensmaster 1000 #653	3142LE1754	14,500	14,186	-
	2011 Toro Greensmaster 1000 #654	3142LE1755	14,500	14,186	-
	2011 Toro Greensmaster 1000 #655	3142LE1756	14,500	14,186	-
	2011 Toro Greensmaster 1000 #656	3142LE1757	14,500	14,186	-
	2011 Toro Greensmaster 1000 #657	3142LE1758	14,500	14,186	-
	Toro Greensmaster 1600	3142LE1861	10,000	9,859	-
	1989 Lely Fertilizer Spreader #365	3197LE1720	7,000	6,445	-
	2004 John Deere Pro Gator #546	3197LE1738	34,000	31,104	-
	2000 John Deere 5310 Tractor #464	3197LE1743	47,000	42,627	-
	Replace Blade Grinding Equipment	3197LE1748	25,000	24,375	-
	2011 Toro Tri-Plex 3250D Mower #664	3197LE1753	40,500	39,062	-
	Championship Maintenance Building Roof - Unbudgeted	3199BD1901	-	400	-
Total Championship Golf			\$ 598,400	\$ 467,441	\$ 77,000

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
Mountain Golf	Mountain Course Greens, Tees and Bunkers	3241GC1101	\$ 23,000	\$ 23,000	\$ -
	Mountain Golf Course Cart Path Retaining Walls	3241LI1704	19,668	19,600	-
	ADA Access to On-course Restrooms	3241BD1402	95,000	95,000	-
	Mtn. Golf Course Remodel On Course Bathrooms, #6 & #13/14	3241BD1503	71,395	71,395	-
	Pavement Maintenance of Parking Lot - Mountain Golf Course	3242LI1204	6,000	6,000	-
	Pavement Maintenance of Cart Paths - Mountain Golf Course	3242LI1205	45,000	45,000	-
	Paint Exterior of Mountain Golf Clubhouse	3299BD1705	27,800	-	27,800
	Replace Carpet in Mountain Golf Clubhouse	3299BD1801	24,000	-	-
	Mountain Golf Roll Up Shop Doors	3299BD1803	12,000	12,000	-
	Repair Roof - Mountain Golf Club House	3299BD1702	82,400	6,000	76,400
	Mountain Clubhouse Fire Repairs - Unbudgeted	3299BD1902	-	95,600	-
	Mountain Golf Cart Barn Concrete Floor - Unbudgeted	3299BD1903	-	8,980	-
Total Mountain Golf			\$ 406,263	\$ 382,575	\$ 104,200
Facilities	Replace Air Walls Chateau	3350BD1704	\$ 7,500	\$ 7,500	\$ -
	Replace Carpet in Chateau Grill	3350BD1803	12,000	12,000	-
	Paint Both Food & Beverage Kitchens and Storage Areas	3350BD1806	12,000	12,000	-
	Enclose Chateau Exterior Storage Area	3350FF1601	6,500	-	6,500
	Aspen Grove - Replace Carpet	3351BD1501	11,500	11,500	-
Total Chateau and Aspen Grove			\$ 49,500	\$ 43,000	\$ 6,500

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
Ski	Replacement of Main and Snowflake Lodge Kitchen Equipment	3453FF1707	\$ 33,000	\$ 33,208	\$ -
	Vehicle Shop/Snowmaking Pumphouse Roof	3464BD1302	20,000	20,000	-
	Fuel Management Program	3464CO1701	41,885	43,310	-
	Ski Resort Snowmobile Fleet Replacement	3464LE1601	15,000	14,082	-
	Diamond Peak Base Facilities Maintenance and Improvements	3464LI1501	70,000	73,010	-
	2008 Yamaha Rhino (ATV) #639	3464LV1733	22,000	14,795	-
	Fan Guns Purchase and Refurbishment	3464SI1002	27,750	19,800	-
	Snowmaking Infrastructure Evaluation and Enhancement	3464SI1104	31,500	31,500	-
	Upgrade Popular Snowmaking Power Alignment	3464SI1708	37,080	12,864	24,000
	Replace Ski Rental Equipment	3468RE0002	135,000	-	135,000
	Pavement Maintenance, Diamond Peak and Ski Way	3469LI1105	85,000	85,000	-
	Ski Way and Diamond Peak Parking Lot Reconstruction	3469LI1805	50,000	50,000	-
	Diamond Peak Way Finding Signage Evaluation and Enhancement	3469RS1709	40,000	-	40,000
	Ski Fleet Fire Panel Replacement	3499BD1801	25,000	25,000	-
	Snowflake Lodge Facilities Maintenance and Improvements	3499BD1803	27,000	27,000	-
	Storage Building Replacement Design Evaluation (Funded by Grants)	3499BD1804	40,000	-	40,000
	Skier Services Building Customer Service Counter	3499FF1607	19,700	-	19,700
	Final costs on prior year lift improvements		-	4,923	-
	Incline Creek Culvert Rehabilitation at Diamond Peak	3499LI1101	4,389,600	4,100,862	-
	Ski Area Master Plan Implementation - Phase 1a and 1b	3653BD1501	682,600	-	682,600
	Total Diamond Peak	\$ 5,792,115	\$ 4,555,354	\$ 941,300	
Recreation	Replace Walkway Bollard Lights	4884BD1703	\$ 56,500	\$ 56,500	\$ -
	Replace Condensing Unit 2 and 4	4884BD1901	89,430	71,680	-
	Resurface Recreation Center Patio Deck	4884FF1501	36,600	36,600	-
	Repair Deck Stairs and Powder Coat All Patio Deck Railings	4884FF1502	88,500	88,500	-
	Pavement Maintenance, Recreation Center Area	4884LI1102	12,500	12,500	-
	Fitness Equipment	4886LE0001	43,500	40,000	-
	Paint Interior of Recreation Center	4899BD1305	20,500	20,500	-
		Total Recreation Center	\$ 347,530	\$ 326,280	\$ -

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
Comm. Serv. Admin.	Fall protection for District Venues	4999BD1803	\$ 27,500	\$ 10,480	\$ -
	Parks and Recreation Master Plan Update	4999RS1603	138,000	138,000	-
	Total Community Services Administration		\$ 165,500	\$ 148,480	\$ -
Parks	Dumpster Enclosure - Incline Park	4378BD1701	\$ 7,500	\$ -	\$ 7,500
	Incline Park Fencing Refurbishment	4378BD1707	18,000	-	18,000
	Skate Park Enhancement Study	4378BD1711	5,000	5,000	-
	Incline Park Backflow Device Replacement	4378DI1702	18,802	-	18,800
	1996 Lely Fertilizer Spreader #498	4378LE1723	12,000	6,791	-
	2007 John Deere Pro Gator #604	4378LE1729	34,000	31,104	-
	2007 Toro 3500D Rotary Mower #605	4378LE1743	33,700	32,761	-
	Pavement Maintenance, East & West End Parks	4378LI1207	15,000	15,000	-
	Pavement Maintenance, Village Green Parking	4378LI1303	5,000	5,000	-
	Pavement Maintenance, Preston Field	4378LI1403	5,000	5,000	-
	Restoration Project - Upstream of SR-28 (funded by grants)	4378LI1504	186,000	-	186,000
	Restoration Project - Upstream of SR28	4378LI1504B	37,000	305	36,000
	Pavement Maintenance, Overflow Parking Lot	4378LI1602	5,000	5,000	-
	Pump Track Demonstration (funded by grants)	4378LI1604	300,000	-	300,000
	Pump Track Demonstration	4378LI1604	17,852	-	17,852
	Pavement Maintenance - Incline Park	4378LI1802	1,500	1,500	-
	Incline Park Facility Renovations (funded by grants)	4378LI1803	1,208,071	1,409,201	-
	Bocce Courts at Recreation Center Property Design	4378LI1804	15,000	-	15,000
		Total Parks		\$ 1,924,425	\$ 1,516,662
Tennis	Tennis Center Renovation	4588BD1604	\$ 50,000	\$ 27,000	\$ 23,000
	Pavement Maintenance, Tennis Facility	4588LI1201	5,000	5,000	-
	Resurface Tennis Courts 3 thru 7	4588RS1402	75,000	75,000	-
	Tennis Center Pickle Ball Court Conversion	4588RS1801	18,000	13,800	-
	Total Tennis		\$ 148,000	\$ 120,800	\$ 23,000

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT For the Fiscal Year Ending June 30, 2019

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET	Expended Est. 5/19	Carry Over to 19/20
Utility Fund	Adjust Utility Facilities in NDOT/Washoe County Right of Way	2097DI1401	\$ 60,000	\$ 20,845	-
	Public Works Office Space Reconfiguration	2097FF1602	61,500	61,830	-
	2010 International Vactor Truck #638	2097HV1732	430,000	419,594	-
	Pavement Maintenance, Utility Facilities	2097LI1401	12,500	12,500	-
	2009 Chevrolet Mid Size Pick-up #630 Compliance Dept.	2097LV1733	30,000	29,452	-
	WRRF Crew Quarters	2097SS1708	218,994	207,600	-
	Water Pumping Station Improvements	2299DI1102	115,000	115,000	-
	Replace Commercial Water Meters, Vaults and Lids	2299DI1103	40,000	22,443	-
	Water Reservoir Coatings and Site Improvements	2299DI1204	40,000	34,776	-
	Burnt Cedar Water Disinfection Plant Improvements	2299DI1401	245,497	245,000	-
	Water Reservoir Safety and Security Improvements	2299DI1701	418,600	32,000	386,600
	Water Pump Station 2-1 Improvements	2299DI1702	800,000	3,200	796,800
	Leak Study R2-1 14inch Steel	2299WS1801	65,000	5,000	60,000
	Watermain Replacement - Alder Avenue	2299WS1802	50,000	18,000	32,000
	Effluent Export Line - Phase II - 2018-2019 budget	2524SS1010	2,000,000	-	2,000,000
	Effluent Line - Phase II - use from carryover (\$294,631 + \$1,057,000)	2524SS1010	1,351,631	1,099,713	251,918
	Treatment Plant Fire Panel Replacement	2599BD1802	65,000	65,000	-
	Sewer Pumping Station Improvements	2599DI1104	55,000	59,140	-
	Sewer Pump Station #1 Improvements	2599DI1703	255,000	255,000	-
	Sewer Pump Station #11 Replacement	2599DI1705	125,000	125,000	-
	Water Resource Recovery Facility Improvements	2599SS1102	145,000	145,000	-
	Wetlands Effluent Disposal Facility Improvements	2599SS1103	100,000	100,000	-
	Replace & Reline Sewer Mains, Manholes and Appertenances	2599SS1203	80,000	80,000	-
	WRRF Biosolids Bins	2599SS1702	60,000	-	60,000
	WRRF Aeration System Improvements	2599SS1707	150,000	150,000	-
	Total Utility Fund		\$ 6,973,722	\$ 3,306,093	\$ 3,587,318
	District Total		\$ 17,244,305	\$ 11,481,246	\$ 5,507,870



2019/2020 Capital Improvement Project Budget - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2019 - 2020
General Fund				
Accounting/Information Systems	1213CE1101	IT Master Plan - IT Security Devices	IT Manager	15,000
	1213CE1701	District Communication Radios	Network Administrator	6,000
	1213CO1505	IT Infrastructure	IT Manager	132,800
	1213CO1703	District Wide PC, Laptops, Peripheral Equipment and Desk Top Printers	IT Technician	95,000
	1213CO1802	Microsoft Exchange Server	Director of IT	28,600
	1213CO1803	Microsoft Office Licenses	Director of IT	9,045
	1213CO1804	Windows Server Operating System	Director of IT	14,000
				300,445
	1099LI1705	Pavement Maintenance - Administration Building	Senior Engineer	5,000
	1315CO1801	Human Resource Management and Payroll Processing Software	Director of Human Resources	180,000
			185,000	
Total General Fund				485,445
Utilities				
Public Works Shared	2097BD1802	Household Hazardous Waste Building Improvements	Principal Engineer	15,000
	2097DI1401	Adjust Utility Facilities in NDOT/Washoe County Right of Way	Senior Engineer	60,000
	2097HV1754	1996 Peterbilt Dump Truck #299	Fleet Superintendent	75,000
	2097LE1723	2004 9' Western Snow Plow #542A	Fleet Superintendent	9,000
	2097LE1724	2015 Sander/Spreader #710	Fleet Superintendent	20,000
	2097LI1401	Pavement Maintenance, Utility Facilities	Senior Engineer	45,000
	2097LV1746	2004 GMC 1-Ton Flatbed #542 Pipeline Dept.	Fleet Superintendent	48,000
	2097LV1747	2008 Chevrolet Service Truck #609 Meter Truck	Fleet Superintendent	36,000
				308,000
Water	2299DI1102	Water Pumping Station Improvements	Principal Engineer	45,000
	2299DI1103	Replace Commercial Water Meters, Vaults and Lids	Collection/Distribution Supervisor	20,000
	2299DI1204	Water Reservoir Coatings and Site Improvements	Utility Maintenance Specialist	85,000
	2299DI1401	Burnt Cedar Water Disinfection Plant Improvements	Engineering Manager	50,000
	2299DI1701	Water Reservoir Safety and Security Improvements	Engineering Manager	10,000
	2299DI1707	Burnt Cedar Water Disinfection Plant Emergency Generator Fuel Tank Upgrades	Engineering Manager	200,000
	2299WS1704	Watermain Replacement - Martis Peak Road	Senior Engineer	50,000
			460,000	



2019/2020 Capital Improvement Project Budget - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2019 - 2020	
Sewer	2524SS1010	Effluent Export Project - Phase II	Engineering Manager	2,000,000	
	2599BD1105	Building Upgrades Water Resource Recovery Facility	Water/Wastewater Supervisor	10,000	
	2599DI1104	Sewer Pumping Station Improvements	Engineering Manager	15,000	
	2599DI1703	Sewer Pump Station #1 Improvements	Principal Engineer	250,000	
	2599SS1102	Water Resource Recovery Facility Improvements	Water/Wastewater Supervisor	100,000	
	2599SS1103	Wetlands Effluent Disposal Facility Improvements	Utility Maintenance Specialist	10,000	
	2599SS1203	Replace & Reline Sewer Mains, Manholes and Appurtenances	Senior Engineer	10,000	
	2599SS1707	WRRF Aeration System Improvements	Engineering Manager	1,200,000	
	Total Utilities				3,595,000
					4,363,000
Community Services					
Championship Golf	3141BD1706	Venue Signage Enhancement	Director of Golf	40,000	
	3141FF1903	Championship Golf Course Bear Boxes	Grounds Superintendent Golf Courses	7,000	
	3141GC1103	Irrigation Improvements	Grounds Superintendent Golf Courses	30,000	
	3141GC1501	Maintenance Building Drainage, Washpad and Pavement improvements	Principal Engineer	30,000	
	3141GC1802	Championship Course Greens and Surrounds	Grounds Superintendent Golf Courses	15,000	
	3141GC1803	Championship Course Tees	Grounds Superintendent Golf Courses	15,000	
	3141LI1201	Pavement Maintenance of Parking Lots - Champ Course & Chateau	Senior Engineer	17,500	
	3141LI1202	Pavement Maintenance of Cart Paths - Champ Course	Senior Engineer	60,000	
	3142LE1733	2005 Carryall Club Car #564	Fleet Superintendent	11,000	
	3142LE1734	2005 Carryall Club Car #565	Fleet Superintendent	11,000	
	3142LE1735	2005 Carryall Club Car #566	Fleet Superintendent	11,000	
	3142LE1736	2005 Carryall Club Car #567	Fleet Superintendent	11,000	
	3142LE1760	2010 John Deere 8500 #641	Fleet Superintendent	20,582	
	3143GC1202	Driving Range Improvements	Grounds Superintendent Golf Courses	31,000	
	3153FF1204	Champ Grille Kitchen Equipment	Food and Beverage Director	46,200	
	3197HV1749	1997 1-Ton Dump Truck #419	Fleet Superintendent	5,000	
	3197LE1732	2015 John Deere 1500 Fairway Aerator #716	Fleet Superintendent	27,000	
	3197LE1740	2005 John Deere Pro Gator #569	Fleet Superintendent	34,500	
	3197LE1741	2015 Greens Roller #715	Fleet Superintendent	17,000	



2019/2020 Capital Improvement Project Budget - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2019 - 2020
	3197LE1742	2014 Vibratory Greens Roller #696	Fleet Superintendent	17,000
	3197LE1746	2004 John Deere 4410 Tractor #548	Fleet Superintendent	40,000
	3197ME1710	Maintenance Shop Crane and Equipment Lift	Fleet Superintendent	30,000
	3199OE1501	Championship Golf Printer Copier Replacement 955 Fairway	Senior Golf Head Professional	10,000
				536,782
Mountain Golf	3241BD1503	Mtn. Golf Course Remodel On Course Bathrooms, #6 & #13/14	Principal Engineer	60,000
	3241GC1101	Mountain Course Greens, Tees and Bunkers	Grounds Superintendent Golf Courses	43,000
	3241GC1404	Irrigation Improvements	Grounds Superintendent Golf Courses	39,000
	3241GC1802	Mountain Course Clubhouse and Maintenance Building Water Service Line Replacement	Senior Engineer	65,000
	3241LI1704	Mountain Golf Course Cart Path Retaining Walls	Senior Engineer	17,500
	3241LV1899	Mountain Course 58 Cart Fleet		10,738
	3241ME1804	Mountain Golf Fuel Storage Facility	Fleet Superintendent	200,000
	3242LE1725	2005 Carryall Club Car #568	Fleet Superintendent	11,000
	3242LI1204	Pavement Maintenance of Parking Lot - Mountain Golf Course	Senior Engineer	22,500
	3242LI1205	Pavement Maintenance of Cart Paths - Mountain Golf Course	Senior Engineer	40,000
	3299BD1702	Replace Roof - Mountain Golf Clubhouse	Buildings Superintendent	25,000
	3299BD1705	Paint Exterior of Mountain Golf Clubhouse	Buildings Superintendent	41,500
	3299BD1902	Mountain Clubhouse Fire Rebuild and Rehab	Engineering Staff	861,800
				1,437,038
Facilities	3350BD1103	Chateau - Replace Carpet	Buildings Superintendent	62,000
	3350BD1804	Replace Hallway Tile at Chateau	Buildings Superintendent	65,000
	3350BD1805	Repair and Refinish Wood Walls Upstairs at Chateau	Buildings Superintendent	10,000
	3350FF1204	Catering Kitchen Equipment	Food and Beverage Director	18,900
	3351LI1807	Replacement Sod at Aspen Grove	Sales and Events Coordinator	18,000
				173,900
Ski	3453BD1806	Base Lodge Walk In Cooler and Food Prep Reconfiguration	Engineering Manager	25,000
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dinning Furniture and Fixtures	Food and Beverage Director	38,000
	3462HE1702	Lakeview Ski Lift Maintenance and Improvements	Ski Resort General Manager	250,000
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	Ski Resort General Manager	30,000
	3463HV1727	Replace 2008 Grooming vehicle # 628	Fleet Superintendent	58,166
	3464BD1403	Resurface Main Lodge Decks	Buildings Superintendent	75,200
	3464HE1902	Replace Snowmaking Air Compressor Microprocessor Control Units	Mountain Operations Manager	100,000
	3464LE1601	Ski Resort Snowmobile Fleet Replacement	Fleet Superintendent	15,500
	3464LV1731	2012 Yamaha ATV #683	Fleet Superintendent	18,000



2019/2020 Capital Improvement Project Budget - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2019 - 2020
	3464ME1907	Diesel Exhaust Fluid Storage/Dispenser	Fleet Superintendent	20,000
	3464SI1002	Fan Guns Purchase and Refurbishment	Mountain Operations Manager	130,000
	3468RE0002	Replace Ski Rental Equipment	Director of Skier Services	200,000
	3469LI1105	Pavement Maintenance, Diamond Peak and Ski Way	Senior Engineer	55,000
	3469LI1805	Ski Way and Diamond Peak Parking Lot Reconstruction	Engineering Manager	225,000
	3499BD1710	Diamond Peak Facilities Flooring Material Replacement	Mountain Operations Manager	43,000
	3499BD1904	Ski Rental Shop Doors	Assistant Buildings Superintendent	13,000
	3499BD1905	HVAC Control Changeout	Assistant Buildings Superintendent	21,000
	3499CE1909	Ecommerce / Middleware Software	IT Analyst	202,000
	3499FF1607	Skier Services Building Customer Service Counter	Principal Engineer	12,000
	3499OE1502	Skier Services Administration Printer Copier Replacement 1210 Ski Way	Director of IT	10,000
				1,540,866
Parks	4378BD1605	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement	Senior Engineer	55,000
	4378BD1705	Rosewood Creek Foot Bridges	Parks Superintendent	8,000
	4378BD1901	Village Green Restroom drainage improvements	Senior Engineer	25,000
	4378DI1702	Incline Park Backflow Device Replacement	Director of Asset Management	32,000
	4378LE1724	2005 Shatterline Aerifier	Fleet Superintendent	8,100
	4378LE1730	2008 JD Pro-Gator #623	Fleet Superintendent	35,000
	4378LE1736	2003 1-Ton Service Truck #520	Fleet Superintendent	43,000
	4378LE1739	2013 Ball Field Groomer #681	Fleet Superintendent	17,100
	4378LE1740	2013 Ball Field Mower / Toro 3500D Groundsmaster #682	Fleet Superintendent	35,400
	4378LI1303	Pavement Maintenance, Village Green Parking	Senior Engineer	5,000
	4378LI1403	Pavement Maintenance, Preston Field	Senior Engineer	5,000
	4378LI1602	Pavement Maintenance, Overflow Parking Lot	Senior Engineer	5,000
	4378LI1802	Pavement Maintenance - Incline Park	Senior Engineer	7,500
				281,100
Tennis	4588BD1604	Tennis Center Renovation	Engineering Manager	700,000
	4588LI1201	Pavement Maintenance, Tennis Facility	Senior Engineer	23,500
	4588RS1501	Resurface Tennis Courts 1 and 2	Director of Parks and Recreation	47,000
				770,500



2019/2020 Capital Improvement Project Budget - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2019 - 2020
Recreation Center	4884BD1601	Recreation Center Natatorium Mezzanine Safety Enhancements	Buildings Superintendent	90,000
	4884BD1703	Replace Walkway Bollard Lights	Buildings Superintendent	55,000
	4884CE1903	External Surveillance Security Cameras for Recreation Center	Director of Parks and Recreation	15,000
	4884FF1502	Repair Deck Stairs and Powder Coat All Patio Deck Railings	Buildings Superintendent	20,000
	4884LI1102	Pavement Maintenance, Recreation Center Area	Senior Engineer	57,500
	4885BD1606	Pool Facility Deck/Floor Re-coat	Recreation Center Manager	34,000
	4886LE0001	Fitness Equipment	Recreation Center Manager	44,200
	4899BD1305	Paint Interior of Recreation Center	Buildings Superintendent	15,500
	4899BD1801	Paver install Front Walkway at Recreation Center	Buildings Superintendent	82,500
			Total Community Services	
				5,153,886
Beaches	3970BD2601	Burnt Cedar Swimming and Toddler Pool Resurface and Mechanical Improvements	Engineering Manager	500,000
	3972BD1301	Pavement Maintenance, Ski Beach	Senior Engineer	11,000
	3972BD1501	Beaches Flatscape and Retaining Wall Enhancement and Replacement	Senior Engineer	55,000
	3972BD1707	Burnt Cedar Dumpster enclosure	Senior Engineer	10,000
	3972LI1202	Pavement Maintenance, Burnt Cedar Beach	Senior Engineer	6,000
	3999LI1902	Burnt Cedar Beach Eastern Stormwater Improvements	Senior Engineer	189,200
				771,200
TOTAL				10,773,531

MEMORANDUM

TO: Board of Trustees

FROM: Phil Horan
Vice Chairman

SUBJECT: Review, discuss, and possibly provide direction, to Staff, on the IVGID Code

DATE: April 3, 2019

As part of the Board of Trustees Work Plan, the IVGID Code was included as a priority under the Financial Reporting section of the work plan. It is also in the Strategic Plan under Long Range Principle #6, Item J., budgeted objective.

On December 13, 2018 a first draft of the IVGID Code, along with reference document links, was included in the Board of Trustees packet. After this initial introduction, the IVGID code has been agendized for the January 23, February 6, February 27, March 13 and March 28 Board of Trustees Meetings.

We've only had a brief period of time to discuss the IVGID Code at two of the five meetings this year. This evening, I'd like to discuss how we can make more progress on reviewing and approving an IVGID Code.

MEMORANDUM

TO: Board of Trustees

FROM: Kendra Wong
Chairwoman, IVGID Board of Trustees

SUBJECT: Board Work Plan – Ordinance 7 – Review, discuss, and possibly provide direction on an outline a schedule for workshops, public meetings, communications, etc.

DATE: April 2, 2019

At the March 28, 2019 Board of Trustees workshop, the Board of Trustees undertook a conversation about Ordinance 7. This agenda item is a follow up to that conversation and to give our Staff direction for the following items:

- ✓ Schedule for workshops
- ✓ Schedule for public meetings
- ✓ Ideas about communications
- ✓ Any other thoughts or ideas related to this topic

I would encourage each Trustee to reach out to their constituents and trusted advisors to seek input on their thoughts, ideas, and suggestions related to this topic. It is critical that we provide enough of a runway to our Staff to be able to set up the various meetings and communications.

MINUTES

REGULAR MEETING OF MARCH 26, 2014 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Joe Wolfe on Wednesday, March 26, 2014 at 6:00 p.m. at the Chateau located at 955 Fairway Boulevard, Incline Village, Nevada.

A. PUBLIC HEARING (TIME CERTAIN) - Proposed amendments to IVGID Recreation Privileges Ordinance No. 7 entitled "An Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District"

Trustee Simonian made a motion, seconded by Trustee Smith, to open the public hearing. Chairman Wolfe called the question and the motion was unanimously passed.

Aaron Katz said, as a resident of the District, that he had two quick comments and asked that the Board not approve the ordinance changes. He also formally objects to the three minute limitation which is used at a typical Board meeting. His two items are guests and passes that extend to everyone. For the guest privileges, one of his complaints for months and months is that forty percent of the beach attendees are not residents rather they gain access as guests and he pointed out how the boat storage facility gives access off their parcel to their customers. This is sloppy and if the guest says they are a guest then Staff treats them like a guest. As to the passes, every property owner is going to be able to get five (5) passes and then buy additional passes without limitation so the District is now opening the door to black market passes. Mr. Katz concluded by stating that he has seen this used by Don Kanare to attract customers and these are our rights so the Board needs to make them that way and make the ordinance right.

Judith Miller said that she thought that Ordinance 7 hasn't been well thought out and that these changes open a door to an owner to buy as many privileges as they want. For \$166, an owner can buy a beach access pass for anyone and then Ms. Miller shared a golf club example where they can then get the resident discount. Further, they can take their guests, which are not related to them or the owner, thus this opens up a completely unlimited number of beach access passes. Ms. Miller asked that the Board give this a little more thought, do a good job, and not rush into the first thing. The much bigger benefit is to the golfers at the Championship Golf Course but that we should try to give equal benefit to every property owner.

Paula McCombie said that this will cause there to be a lot more people in the beach area where we have enough problems and that this is opening this up to additional people and it will be worse for those who own property here.

Derrek Aaron said that he had no idea but that he agrees with the others, he has deep reservations, and finds this kind of disturbing.

Megan Lade said that she had a question and that was what are the IVGID punch cards worth? Each owner pays \$830 which is \$730 for the Recreation Facility Fee and then \$100 for the Beach Facility Fee and then when they use the Recreation Center, they pay additional fees thus it seems like a prepay. Ms. Lade continued to read from a prepared statement which was submitted.

Frank Wright said that he wasn't going to speak on this issue as it is geared and directed to the beaches which don't matter to him but in listening to the last speaker, she brought up an issue that the residents of this community are paying us and then they are paying more to us but this Board and other Boards have given our recreational facilities away for free to employees and the college students. So a little lady who lives in Crystal Bay who doesn't use the Recreation Center gets to pay for others to use it thus this doesn't take into consideration those that live here and he finds that atrocious. We need to look at who is paying this fee and assess what they are getting as this was set up for the people. We need more people like the previous speaker. Why should anyone get to put up a kayak rack who doesn't pay for it and then get it use it for free; he just doesn't understand and this whole thing is flawed.

Hearing no further public comments, Chairman Wolfe brought the matter back to the Board where Trustee Hammerel made a motion, seconded by Trustee Devine, to close the public hearing. Chairman Wolfe called the question and the motion was unanimously passed.

B. PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

C. ROLL CALL OF THE IVGID BOARD OF TRUSTEES

On roll call, present were Trustees Bill Devine, Jim Hammerel, Bruce Simonian, Joe Wolfe, and Jim Smith. Also present were District Staff Members Director of

Joe Pomroy said no, we wouldn't have been able to accomplish what we have without an advocate.

Trustee Devine then asked about Item H.2. – when it was originally put forth, at \$20,000, what was the time frame it was expected to last for. Interim General Manager/Director of Public Works Pomroy said six to nine months however the callouts have been higher than anticipated. Trustee Devine asked how callouts added to this. Interim General Manager/Director of Public Works Pomroy said they expend the funds quicker. Trustee Devine said that the funds are not what we collect, correct. Interim General Manager/Director of Public Works Pomroy said that is correct because appeals can occur before the Board and if they are successful, then they are refunded.

Trustee Devine then asked about Item H.3. – are we rejecting the bids due to their high costs which were caused by the time restraints. Interim General Manager/Director of Public Works Pomroy said yes as we think the bids were increased because of the time constraints. Trustee Simonian said that he spoke with Engineering Manager Brad Johnson about this and that moving this bid process to the fall will probably save us some money and work better for those in our immediate area.

Trustee Smith thanked Staff for meeting with him yesterday and asked if the contract with the lobbyist has a thirty day cancellation clause. Interim General Manager/Director of Public Works Pomroy said that this action authorizes this for four years, gives authority to spend for one year, and there is a termination within thirty days. Trustee Simonian added that the amount of money, bundled, we are seeking is about thirteen million dollars.

Hearing no further questions from the Board, Chairman Wolfe called the question and the motion was unanimously passed.

I. GENERAL BUSINESS (for possible action)

- I.1. Adoption of Resolution No. 1825 which incorporates the proposed amendments to IVGID Recreation Privileges Ordinance No. 7 entitled “An Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District” (Requesting Staff Member: Parks and Recreation Director Hal Paris)**

Trustee Hammerel said there were three phases discussed and asked what was the timeline on those phases and were they going to be attacked on a fiscal year basis. Parks and Recreation Director Hal Paris said yes, we have contemplated a three year process so that we can track everything.

Trustee Devine asked if the purchasing of extra passes could be considered in Phase 2. Parks and Recreation Director Paris said it can be done now. Chairman Wolfe said but not a picture pass. Parks and Recreation Director Paris said no, you can purchase both right now. Interim General Manager/Director of Public Works Pomroy added that each parcel gets five cards per parcel and that you can purchase additional cards. If you purchase additional cards, they won't have the current golf restriction and that holder will be able to play golf at the resident rate; this isn't creating more cards.

Chairman Wolfe asked how long we have been able to purchase additional cards. Parks and Recreation Director Paris said since the original ordinance. Chairman Wolfe said so it has been a long time. Trustee Simonian asked if there was any limit. Parks and Recreation Director Paris said there is no limit and the purchase price is one fifth of the Recreation Facility Fee.

Trustee Smith asked how many extra cards have been purchased. Parks and Recreation Director Paris said 188; 87 punch cards and 101 picture passes.

Chairman Wolfe asked if there was a black market on these cards. Parks and Recreation Director Paris said there has been occasions when it has been investigated, followed by education, and thus stopped and there have been occasions when we don't know and this revision doesn't change that.

Trustee Devine asked what the difference was by eliminating the family tree and were people buying them within the limits of the family tree. Parks and Recreation Director Paris said additional cards could always be purchased and who they were given to was limited by the family tree. Now, the parcel owner can give them to whomever and it remains the parcel owner's responsibility for their use. He has heard chatter about abuse but the parcel owner will always be responsible for who they give that card to. Trustee Devine asked so what was Staff trying to address with this change and can you put that into the context of the push back we are receiving.

Parks and Recreation Director Paris explained that right now the parcel owner has the ability to assign a picture pass to one of 62 people as defined by the family tree and that assignee has to behave or the District will pull all privileges on that parcel. If this ordinance is adopted, the parcel owner can give the passes to whomever they want to. Where this is coming from is from those people who are saying they don't have 62 people to give passes to thus they are not being treated fairly but with this change, they could and the parcel owner is still responsible. The guest access card (formerly known as the punch card) is transferrable, can go to whomever, and it has always been that way. Also these changes would take place on May 15 after adoption of the budget. Interim General Manager/Director of Public Works Pomroy added that in the current proposed ordinance it is forbidden to sell ones privileges and the District can revoke privileges but the parcel owner can give them to family members or to whomever they choose. Parks and Recreation Director Paris said that this is a value enhancement to the both the parcel owner and the parcel.

Trustee Smith asked how does this apply to shared ownership i.e. a property with three owners, and does it help them. Parks and Recreation Director Paris said yes, it does deal with joint owners because they get to make the decision and after May 15, they get to tell us who they go to.

Chairman Wolfe asked why do we want to do away with the family tree, what is the problem, and what are the financial implications to the District. Parks and Recreation Director Paris said we want to do away with the family tree because of the push back that we hear in various places and the fact that different owners have different situations so this is speaking for them. Think about the couple or the grandparents who don't get equal value and have cards that sit unused. It removes the barrier and offers value enhancement to those parcel owners. Interim General Manager/Director of Public Works Pomroy added that nannies aren't in the family tree and neither is a domestic partner, etc. Director of Finance, Accounting and Risk Management Gerry Eick said in looking at it from a risk perspective, we are not changing the number of parcels nor the overall number of cards rather we asked what is at risk is allowing parcel owners to give out their own cards and we might find that there will be more picture passes instead of guest access cards. There is a possibility of an impact at the beaches but there are more benefits in giving the freedom to the parcel owner and giving them value than worrying about the number of exact fees through punch cards. We don't get any more revenue when a punch card

is used, it is just a shift with no dollars changing hands. What is more likely to occur is the feeling of being slighted about golf and thus we may see more picture passes sold and more rounds of golf being played. It is an opportunity for more revenue, more utilization, and not so much of a loss.

Hearing no further comments from the Board, Chairman Wolfe opened the matter for public comment.

Don Epstein asked why the Board wants to change this because we all knew what we were getting and knew everything so if it has worked for 40 years, why change it. He knew what he was buying and while he gets 5 cards, he really only uses 2 so if this has worked for 40 years, leave it along. This reminds him of buying a property near an airport; he is con this change.

Phil Horan said that he kind of agrees with Mr. Epstein and he is not sure what is driving the change because it makes the card a commodity and the financial impact is the golfers get to pay lower fees to play golf. The objections raised earlier are very valid and he is not in support of passing this ordinance.

Margaret Martini said that she must be missing something here because we all get 5 picture passes and we have the opportunity to purchase as many as we want and is that what is being proposed or is that what we have right now. Ms. Martini continued that she understands we can purchase punch passes but not picture passes. Further, she supports keeping the family tree as she sells real estate and the multiple owners are in the minority so let's keep this as it is because it has worked for 40 years so if it isn't broken, let's not fix it and look at the big picture. It has worked for most and now we have this proposal just because of a few people. Ms. Martini concluded by stating that she thinks the Board should leave it alone.

Judith Miller said that she is encouraged to hear that the members of the Board are starting to get the realization that we can purchase but that they were limited to the family tree. She doesn't know if she has that many living relatives. Every time someone applies, they are making a promise and most are honest as they attest to that to get the picture pass. Now, we are opening it up to Raley's, as one parcel example, and they will be able to purchase a pass for everyone so this is going to open it up for commercial purposes and that is not a fair situation for commercial parcels.

In thinking about the boat ramp, they wouldn't be a guest rather they would be a business customer and not a guest. In looking at this whole concept, it is giving access to anyone, won't be restricted, there will be a bigger demand, cause more crowding at our facilities, and it will turn into a business users privilege. Ms. Miller concluded by stating that she encourages the Board to table this and give it more thought.

Derrek Aaron said he is stirred by some of the thoughts and it seems that the big impetus is to stir up some more revenue at the Championship Golf Course so there is no benefit or loss at the beaches. Allowing for more golfers and with the golf course not performing, he gets that idea. What other possible solutions has the Board entertained for the golf course – how about a separate membership to the golf course as that would contribute to the revenue and then they would pay the regular fee.

Megan Lade said if it is possible to get 124 passes for each parcel, what about the timeshares as that would be bringing in a whole lot of unknown people. There is an annual golf membership for the Mountain Golf Course and without the family tree it would mean that there would be passes going out to a whole lot of people.

Frank Wright said that he looks at this as a community bush with the parcel owners selling their passes. There will be a store in town and they will be selling them to anyone that comes into town. That's not right. Who is going to monitor this as it will become like scalping tickets to a ball game. What is the Board trying to do? These privileges are for the people in town and now everyone is going to have one. Don't pass this.

Tim Callicrate said that he is taken aback about the beaches as he does so enjoy the beaches and it is the facility that he uses the most. There have been many good points brought up today and there might be some misunderstanding as well because just because one has 162 possibilities doesn't mean that those would all go out. There used to be a limit of 5 picture passes with the option to buy an additional one if you had a larger family. There were a lot of interesting ideas and he did notice that the Parks and Recreation Director has discretion to allow additional passes per parcel so it sounds like that is already there. As you may go forward, he would recommend taking a little more time as this is a fairly volatile situation since it affects each parcel owner especially with our beaches. Mr. Callicrate concluded by wishing the Board the best as this is a very difficult decision.

Aaron Katz said when the Board sends this back for reconsideration that they need to consider the guest issue. Further, what it demonstrates is that this is why you never should put anything on the Consent Calendar. As to who came up with this idea of who wanted to change this ordinance, it was Staff and it was the former General Manager because he said that profit isn't a dirty word. If we sell our passes, and there is a black market, then we are told we can't do that but if there is a tenant you can sell it to the tenant which is a good thing to do but it is not a good thing to do with our buddies. He has a buddy who wants to go and play the Championship Golf Course and he wants the resident rate so he will go and buy him a card and now he gets the resident rate for the whole season and to say that this is not going to happen, well, no one is going to think that. Let's give them to anyone, violate the beach deed, and you will have destroyed the beach fee because it is not allowed in the deed. Vote this down please.

Craig Olson said he thinks there a couple of members that always have wanted beach access and couldn't get it so this is an opportunity to get it. Buy them a card, yeah, there will be some that are willing to buy them a card but it will be for certain individuals so let's stop all the silly, frivolous, knucklehead lawsuits and the taking up of the time. If he gets to pay then everyone gets to pay. Think about it and who they might pick.

Hearing no further public comment, Chairman Wolfe brought it back to the Board.

Trustee Hammerel said that he would like to remind Mr. Katz that the Consent Calendar has been voted upon and approved. When it was asked about whose idea this was, it was implied that this was his idea. During the last election, there was a public outcry that the Recreation Fee and Beach Fee didn't add value, etc. so he brought this to the Board and the Board had several meetings on this item. Over a year ago, the Board decided to address three issues – clarify and eliminate confusion, add value to the residents so they get something for their fees, and encourage venue usage which as a side effect generated revenue. Those were the goals given to Staff. We had a public information session that went over the ordinance, we also had a Board Retreat where Staff came back with ideas, broke it down into three phases, and the Board was content and satisfied with these three phases because at the end of the third year, we will have tackled all the issues with the problems that residents have had. He would hate for the Board and the residents to think this is it because we are

moving slowly to fix things as we go along and that he hopes to have an ordinance that provides value, eliminates confusion, and makes it worthwhile. There is also a lot of talk about buying and selling – it is illegal to sell a picture pass or a punch card and that has not changed and it is still illegal.

Trustee Devine said that he understood earlier the part about the current program where you can purchase extra passes for family members but by eliminating the family tree, in theory, it would be unlimited. He doesn't know how often that would occur but he would like to see the family tree be moved to Phase 2 or 3 so we can revisit it.

Trustee Simonian said that there are protocols in place to deal with it so he would not leave it the way it is and instead involve everyone. Trustee Smith said that he is in favor of eliminating the family tree. Trustee Simonian said that how it is presented right now and he agrees with it.

Trustee Smith said that he agrees with Trustees Simonian and Hammerel and that he thinks there are situations where someone deserves a picture pass. We have only sold 101 so it may grow a little bit but we can always increase the rate and we can look at a maximum number if it gets out hand so he likes Phase 1.

Trustee Hammerel made a motion to adopt Resolution 1825 amending IVGID Recreation Privileges Ordinance No. 7, entitled "An Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District". Recreation Privileges Ordinance No. 7 shall become effective on May 15, 2014. Trustee Simonian seconded the motion.

Chairman Wolfe said that he told the four other Trustees that we are opening a can of worms and that he would like to wait on this until he gets off the Board so he finds himself between a rock and a hard spot. The community has spoken and knowing that the District can act against nefarious persons and that we can correct it if we make a mistake he is for this.

Chairman Wolfe called the question; Trustees Hammerel, Smith, Simonian and Wolfe voted in favor of the motion and Trustee Devine voted against. The motion passed.

MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of April 10, 2019

DATE: April 2, 2019

Financial Transparency

The Monthly District Financials are posted on the Financial Transparency page <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

Through the first eight months of the Fiscal Year, District-wide revenues are \$2,439,800 ahead of projected budget and District-wide operating uses are \$1,040,253 below projected budget. In total, we are \$3.48 million to the good for year to date budget. For the month of February, we were \$281,595 to the good due to a strong holiday season at Diamond Peak. While skier visits were slightly above average, skier revenue to date set a new record – \$8,582,062.

With record activity at Diamond Peak, it is likely that a Budget Augmentation will be necessary. If needed, it will be submitted for Board consideration at a May or June Board of Trustees Meeting.

We will be providing an update at the next Board of Trustees Meeting on May 1, 2019 to provide more information on the final financial results for the 2018-19 season at Diamond Peak.

The Capital Improvement Report for the second quarter of the Fiscal Year is now available on the Financial Transparency page.

Also a reminder that the Month and Year Ending June 30, 2018 (Pre-Audit) is now posted as well. As June 30 is the end of the Fiscal Year, these financials provide the final pre-audit numbers for the 2017-18 Fiscal Year. In addition, annual and quarterly reports are also posted for previous fiscal years.

Venue Status Reports

Venue Status reports are available on a monthly basis for key venues and operations. Reports are prepared for Public Works, Parks & Recreation, Finance/Accounting, Risk Management, Human Resources along with Ski and Golf when they are in season.

These reports are used to provide the Board of Trustees and the community with a summary of the activities for each venue, including significant expenditures performed under the General Manager's authority. For example, the Public Works status report for February notes that two new construction contracts were issued that month valued at \$99,395 and \$28,800.

In addition, it provides real time updates of construction in progress. For example, the December Public Works Status Report provides detailed information on the one major project currently underway. It notes the Original Contract Amount, Change Orders to Date, Current Total Contract Amount, Total Payments for Work Completed to Date, and Current Balance to Completion (including retainage). It also includes updates on two Sewer Pump Replacement projects.

This report also includes monthly updates on Public Works benchmarks. For example, customer service requests in February numbered 37, slightly below the three-year average for February of 41. For the Fiscal Year-to-Date, customer service requests are one above the three-year average of 740.

There were only two Trash Complaints (actual call-outs) in February. For the Fiscal Year-to-Date, complaints are 24 versus 325 the previous year.

Wastewater flow was at 27 million in February, just below the 31 million for the three-year average. For the Fiscal Year-to-Date, total flows are at 222 million, below the three-year average of 235 million.

Additionally, the February report notes that staff performed record snow removal duty that month, as 19 of 28 days saw exceptional snowfall. The team drove loaders and blowers for 685 hours, moving snow from District parking lots and access roads, and along Ski Way to provide skiers with safe access to Diamond Peak.

The Finance/Accounting and Risk Management Status Report for December provides an update on the Sales Tax Refund by the State of Nevada and a number

of other timely issues. It also outlined the District's latest Risk Management and Safety Initiatives.

The Human Resources Status Report included updates on employee recruitment, training, community relations and worker's compensation.

The Venue Status reports are typically posted by the middle of each month and can be accessed on the District's "Resources" web page.

Bidding Opportunities

The District's "Resources" web page also includes a Bidding Opportunities link for businesses and the community.

Invitations to Bid, a quarterly update of projects awarded in excess of \$25,000 in value since April 30, 2015 along with a link to pertinent Nevada Revised Statutes (NRS) code sections related to procurement and contracts are included in this section of the web page.

In addition, it includes a link to planetbids.com, which is where interested parties can search for District bid opportunities and review all bid documents. For recent bidding opportunities, it includes a list of prospective bidders and bid results.

Capital Projects Update

Design

WRRF Aeration System Improvements

The aeration process of wastewater treatment supplies oxygen to facilitate the biological activity that converts raw sewage into treated wastewater effluent.

The treatment plant has six 200,000 gallon aeration basins with two jet aeration clusters per basin. These clusters utilize pressurized air to mix and recirculate the wastewater and provide the necessary oxygen to the microorganisms. The pressurized air is delivered by multistage centrifugal blowers that are metered by electronically operated valves in order to keep the correct balance of oxygen in the aeration basins at all times.

This project funds the design and replacement of the aeration system equipment at the WRRF. The age of the equipment, the number of hours of operation, and condition assessment indicates the existing centrifugal blowers are at the end of

their serviceable life. Additionally, the blowers are no longer supported by the manufacturer and replacement parts are difficult to acquire.

Jacobs Engineering is working on the design documents and final bid level documents are scheduled to be completed in the June 2019 to replace aeration blowers and associated piping, valves and control system.

The Engineering Staff will then bid the construction project in July 2019, with construction beginning in September 2019 and substantial completion in May 2020.

SPS #1 – (Overflow Parking Lot)

The District owns 18 sewer pumping stations in Incline Village and Crystal Bay. Sewer Pump Station #1 collects and transports 50% of the raw sewage and transport to the wastewater treatment plant on Sweetwater Road. If something were to happen to Sewer Pump Station #8 there is a direct bypass that would send all of the raw sewage to Sewer Pump Station #1, thus accounting for 75% of the raw sewage in the District.

Constructed in the early 1970s this station has provided reliable service. The station contains the mechanical and electrical equipment to pump sewage to the wastewater treatment plant. The equipment in the station to be replaced as a part of this project are the variable frequency drives for the three pumps.

Jacobs Engineering is working on the design for the replacement of the three variable frequency drives (VFD's) and replacement of the motor control center (MCC). Final bid level documents are expected in June 2019. The Engineering staff will then bid the construction project in July 2019, with Construction anticipated for the fall/winter 2019-20.

WPS 2-1 Incline – (Burnt Cedar Beach)

Water Pump Station 2-1 (WPS 2-1) is located at the Burnt Cedar Water Disinfection Plant (BCWDP) and pumps the disinfected potable water into the water distribution system to serve Incline Village and Crystal Bay. WPS 2-1 was largely constructed in 1972 with minor upgrades in 1995 and 2012.

The electric motor control centers (MCCs) and switchgear at WPS 2-1 date to the original 1972 installation. This equipment does not meet modern OSHA requirements for Arc Flash safety and the MCCs and switchgear are at the end of their service life and no longer supported by the respective manufacturers.

Jacobs Engineering is working on the design for the replacement of the three water pump motor soft starts and replacement of the motor control center (MCC). Final bid level documents are expected in April 2019. The Engineering staff will then bid the construction project in May 2019, with construction beginning in June 2019 and substantial completion in April 2020.

Mountain Clubhouse

On August 11, 2018 a fire occurred in the Mountain Golf Course lodge which completely decimated the kitchen area. Smoke damage was incurred throughout the facility, which in turn affects walls, flooring and mechanical systems.

The District's insurance coverage is for replacement. However, the evaluation of what is the best solution long term for the operations indicates a revised allocation of floor space, changes to access and ultimate substantial change to customer flow requires a makeover of the floor plan. These changes facilitate other objectives including a long standing issue of ADA accessibility to the lower level for food service.

The Smith Design Group has completed design documents which have been submitted to Washoe County for permits. Once we receive comments, bid level documents will be developed. The renovation project will then either be administered through the insurance company or publically bid.

Construction is scheduled for fall 2019 with substantial completion prior to the 2020 golf season. In the near term to facilitate utilization of the building for the 2019 golf season, the interior will be painted and the floors will be carpeted. Insurance proceeds will cover the cost of the paint and carpet contracts.

Construction

Repair Deck, Stairs, and Powder Coat all Patio Deck Railings (Recreation Center)

This project will replace the railings and southern stairway on the eastside deck at the Recreation Center.

The project was publically bid and received three bids. The lowest responsive bidder was Bruce Purves Construction. The contract is on the April 10, 2019 District Board meeting agenda for award. If awarded, Notice to Proceed will be issued on or about April 25, 2019. The Project is expected to be substantially complete by June 24, 2019

Water Reservoir Safety and Security Improvements

This project would replace the ladders that access the top of the water reservoirs, install intermediate access platforms, install protective railings and install new fall protection devices. The exterior access to the roof area is required to meet the needs of the District to monitor the water quality in the reservoirs and perform routine repairs to radio communication equipment. The ladders also need to be secured from access by the public. The reservoir ladders, fall protection, platforms, and protective railings will meet the current Occupational Safety and Health Administration (OSHA) safety standards.

The project was publically bid and received two bids. The lowest responsive bidder was Resource Development Company. The contract is on the April 10, 2019 District Board meeting agenda for award. If awarded, Notice to Proceed will be issued on or about May 1, 2019. The Project is expected to be substantially complete by June 30, 2020.

ADA Access to Golf Course Bathrooms (Mountain Course)

The Mountain Golf Course on-course bathrooms at holes #6 and #13, and the site surrounding the restrooms are not in compliance with current American Disabilities Act (ADA) requirements for access due to excessive cross slopes between the golf cart parking and the restrooms entryway.

This project will re-construct the cross slopes and pave access from the golf cart parking to the restrooms entryway. The project was awarded to Colbre Grading and Paving at the January 23, 2019 Board Meeting. Construction will begin as weather permits and is expected to be substantially completed in July 2019.

Incline Park Ballfields Renovations

The project was awarded to Rapid Construction at the March 18, 2019 District Board meeting. The project was reduced in scope to only improvements at Field #3 to include:

- New Baseball specific Turf Infield, Drainage, and Irrigation
- New outfield specific French Drain
- New Scoreboard with naming rights panel
- New Modular Batting Cages with retaining/seating wall
- New Foul Poles
- Expansion of outfield dimensions, fencing replacement, and renovated outfield warning track
- New Backer Board at Backstop/Includes padding
- New enclosed custom modular Dugouts with equipment storage
- Site Signage Improvements

The project will begin this spring as the weather allows and will be substantially completed by August 30, 2019.

Burnt Cedar Pool

The Burnt Cedar Pool, constructed in the 1970's, features a skimmer type recirculation system. The piping system and turnover times are undersized and problematic for pool clarity.

This project will replace the pipes from the Mechanical room at the edge of the Burnt Cedar Pool. During construction when the piping is exposed at the edge of the pool both visual and camera inspection will be completed on the piping from the edge of the pool to the bottom of the pool in an effort to scope the next phase schedule for the fall of 2019.

Piping replacement is currently under construction and is scheduled to be completed by April 30.

Sewer Pump Station #11 Replacement

Sewer Pump Station #11 collects and transports the raw sewage in and around Crystal Drive in Crystal Bay to the wastewater treatment plant on Sweetwater Road. Constructed in the 1970s, this station has provided reliable service.

The station contains the mechanical and electrical equipment to pump sewage to the wastewater treatment plant. The pump station to be replaced is a wet well mounted packaged pump station. The new pump station includes the insulated enclosure, two pumps, high altitude motors, heaters, a sonic start system for priming and a SCADA system. The pump was procured in December 2018 and will be installed when the weather conditions are more favorable in the coming month.

Other Projects

The Grant funded Incline Creek Restoration project located on the Hole 14 of the Championship Golf Course is currently being publically bid with the bid opening on April 25, 2019 and construction slated for post-Labor Day 2019.

IVGID Quarterly

IVGID property owners should all be in receipt of the February edition of the IVGID Quarterly. This marks the first edition of the fifth year of the Quarterly. Along with the regular department summaries, it includes features on Fuels Management, the Fire District's ISO 1 rating and the SR28 Shared Use Path & Safety Storm Water

Enhancements. It also includes nine pages that provide a comprehensive summary of IVGID's finances.

The April edition will be out shortly. This Quarterly will include the Spring-Summer Recreation Guide along with features on the Incline Village Library and the IVGID Appreciation Days.

Washoe County Federal Lands Bill

On September 12, 2018 I sent you a letter from the Chair of the Washoe County Board of County Commissioners regarding the status of the Washoe County Economic Development and Conservation Act (also referred to as the Washoe County Federal Lands Bill).

The letter informed IVGID that they would not be able to include any of our parcels in their request for federal legislation.

In each case, the land was removed in part, due to opposition from the U.S. Forest Service. Washoe County did indicate that the Forest Service would be willing to entertain proposals for potential lease of the parcels by IVGID, which has always been our understanding.

On October 5, 2018, Washoe County Commissioner Berkbigler and Jamie Rodriguez, Washoe County Government Affairs Manager, toured the Forest Service Parcel across from Incline High School. This is one of the parcels included in IVGID's December 2016 request for inclusion in the Washoe County Lands Bill.

Washoe County Commissioner Berkbigler and Washoe County Government Affairs Manager Rodriguez were educated about the benefits that could accrue to both the Forest Service and IVGID from a potential transfer of this property.

Washoe County Government Affairs Manager Rodriguez volunteered to facilitate a meeting between IVGID and the Forest Service to discuss the potential benefits in more detail. The Forest Service has not yet provided a time for a potential meeting.

Director of Golf

As noted in the last update, Michael McCloskey's last day with the District was November 17, 2018. Championship Golf Pro Kyle Thornburgh is serving in the interim role until a permanent replacement is hired.

Staff worked with the Professional Golfers Association (PGA) and Borders Golf Group to develop an updated job description. Borders took the lead role in the recruitment, with interviews held on February 11.

A new Director was selected at the conclusion of the competitive process and will start work with the District on April 15.

Mountain Golf Course Clubhouse Fire

At the December 12, 2018 Board of Trustees Meeting, the Board of Trustees reviewed and approved a conceptual design for the Mountain Golf Course Clubhouse Fire Damage Repair and Renovation.

As noted that evening, Staff was hoping to execute multiple tasks simultaneously. Otherwise, there would be little chance of reopening the Clubhouse meal service facilities for the upcoming season.

To meet this deadline, Staff was expediting the design and bid process concurrent with ascertaining the available insurance proceeds. The best case scenario was hoping to put the project out to bid by early January.

At the time of this report, Staff continues to work on parallel paths, working with the architect to complete construction plans that are ready for submittal to Washoe County and working with the insurance company to come up with a final number for available proceeds for repair.

We have made progress over the past month with each path, but it is unlikely that any improvements can be made to the Clubhouse before the beginning of the season. We are working on interim solutions for using the Clubhouse this summer. More detail regarding the Clubhouse renovation is included in the CIP Update section of this Report.

In addition, a follow up meeting was held on March 22 with members of the Mountain Course Golf clubs. The representatives were provided with a status update.

FEMA Reimbursements

As I noted verbally at the February 6, 2019 Board of Trustees Meeting, we have three reimbursements pending with the Federal Emergency Management Agency (FEMA) for repair projects that met their eligibility requirements. Eligible projects with reimbursement amounts are as follows:

Utility Wetlands: \$12,881

Diamond Peak Maintenance Building: \$38,643

Diamond Peak Culvert Repair: \$331,019

Advocacy Trip to Washington D.C.

Chairwoman Wong, along with Director of Parks and Recreation Winquest and I met with our Federal Elected officials on March 26. Facilitated by our Federal Legislative Advocate, we held face-to-face meetings with Congressman Amodei along with Senators Cortez-Masto and Rosen.

We encouraged our representatives to increase funding available for Watermain and Fire Flow enhancements in the Tahoe Basin along with securing additional funding for the District's Effluent Export Project. We also discussed the Washoe County Lands Bill and the District's interest in the Federal land across from Incline High School.

MINUTES

REGULAR MEETING OF MARCH 13, 2019 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairwoman Kendra Wong on Wednesday, March 13, 2019 at 6:00 p.m. at the Chateau located at 955 Fairway Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Peter Morris (joined the meeting at 6:04 p.m.), Matthew Dent, Tim Callicrate (on the telephone), Phil Horan, and Kendra Wong.

Also present were District Staff Members Director of Finance Gerry Eick, Director of Parks and Recreation Indra Winquest, Director of Public Works Joe Pomroy, Director of Human Resources Dee Carey, Diamond Peak Ski Resort General Manager Mike Bandelin, Principal Engineer Charley Miller, and Communications Coordinator Misty Moga.

Members of the public present were Pete Todoroff, Denise Cash, Steve Dolan, Claudia Andersen, Linda Newman, Wayne Ford, Mike Abel, Eric Severance, Aaron Katz, Judith Miller, Jack Dalton, Eric Severance, and others.

(34 individuals in attendance at the start of the meeting which includes Trustees, Staff, and members of the public.)

C. PUBLIC COMMENTS*

Linda Newman read from a prepared statement which is attached hereto.

Aaron Katz said he has three written statements and that he picked up the Tahoe Prosperity Center brochure and this organization has nothing to do with IVGID so why are we taking up valuable agenda space for stuff like this and ignoring legitimate items. Mr. Katz said that he has been asking for months and months for space on the agenda and the Board won't give it to him yet they are giving space to stuff like this – please don't do this. He has been trying to get utility bills and that stupid him was under the impression they were getting charged ten times the CAF

yet most are getting charged the CAF at three times which is less than what a residential customer is charged. He is looking for fairness and equity and by multiplying only by 5.3 times for Diamond Peak when they are using 22 million gallons when he is using far less, it is just inappropriate. If the Board cared, it would make it equitable. For one month's usage, for nine meters, they were under charged by \$421,000, compared to what he would be charged and this is just for water and not for sewer. This is subsidizing these facilities but not only with the other stuff, but utilities, which violates every tenet in the United States so please study this and make a change.

Mike Abel read from a written statement which is attached hereto.

Margaret Martini read from a written statement which is attached hereto.

D. APPROVAL OF AGENDA (for possible action)

Chairwoman Wong asked for changes to the agenda. Trustee Dent asked that the budget item (General Business Item G.4.) be moved up. Chairwoman Wong said that she thought the Board could knock everything else out however if the Board is agreeable, we can move it up to General Business Item 2 from General Business Item 4. The Board agreed to this change and the agenda was approved with this change.

E. REPORTS TO THE BOARD OF TRUSTEES*

E.1. Verbal presentation by representative(s) from Tahoe Prosperity Center (TPC)

Executive Director Heidi Hill Drum gave the presentation which was included in the Board packet.

Chairwoman Wong said that there are issues that IVGID is facing that we don't have any control over as we are a GID with limited scope who knows what we have been charged with doing. It is great to know that there is a partner who is working on this since we can't directly influence these items.

Trustee Morris said thank you for this presentation and noted that you are doing tremendous work; how are you funded and do you have enough funds. Ms. Hill Drum said that they get some governmental funding, private funding, being within the Parasol building helps, and then there are the governmental grants. They have a small staff and they can always use more funding as

they are trying to work in a space where no one else can. Sometimes, it is easier for them to work on items like affordable housing. Trustee Morris followed up by stating that TPC is a 501(c)3 organization so are any donations tax deductible?

Trustee Callicrate asked what your current fund balance is, do you have an endowment fund, seed money, etc., and what is your current funding level.

Ms. Hill Drum said that donations are generally tax deductible however that is up to the donor to confirm with their tax professional. The organization's annual budget is around \$250,000 and they have a small endowment fund that they are hoping to grow in the future.

F. CONSENT CALENDAR (for possible action)

F.1. Grant of Easement to Southwest Gas District Property APN: 127-280-01 (Incline Beach) for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances (Requesting Staff Member: Director of Public Works Joe Pomroy)

Trustee Horan made a motion to approve the Consent Calendar. Trustee Dent seconded the motion. Chairwoman Wong asked if there were any comments, receiving none, she called the question and the motion was passed unanimously.

G. GENERAL BUSINESS (for possible action)

G.1. Review, discuss, and possibly provide input and guidance on legislative matters for the 2019 State of Nevada Legislative Session following a verbal presentation on legislative matters provided by Tri-Strategies representative(s)

Victor Salcido, Tri-Strategies, said that the Board has a written presentation before them and then he provided a quick overview of the Legislative Session to date.

Trustee Dent asked if we could get this report included in the packet as he hasn't looked at it. District General Manager Pinkerton said that this is the same summary that is sent out to you on Friday and that he doesn't think there have been any changes. It wasn't included in the packet because Staff wanted the Board to have the latest information presented to you.

Trustee Morris said that it is good to have them in the packet however things can move fairly quickly in the Legislature. District General Manager Pinkerton said that there will probably be a deluge of bills over the weekend and that we hope to have more information on March 28.

Trustee Horan asked how fast are these bills going to move through their process. Mr. Salcido said it varies on the bill and that it is up to the Chairman of the committee and that the Chair has the ability to present at the next meeting or sit on it for months on end depending on what they want to do. On some bills we have already seen, if there is a sense of urgency, then they can move it fairly quickly. That is unlikely and a rare occurrence. Trustee Horan asked if they hold public hearings and what is that time frame. Mr. Salcido said that the State Legislature has exempted themselves from the Open Meeting Law requirements so they can add something to their agendas quickly however the process is always the same – referred to that committee, there is a public hearing, and then it goes over to the other house and it goes through the same system. Trustee Horan asked how the meetings were noticed. Mr. Salcido said they are posted on the Legislative website and that there are standing committee meetings which are usually in compliance with the Open Meeting Law but they don't have to be.

Chairwoman Wong asked if it would be possible to get an update on where these bills are or do you have an idea. Mr. Salcido said when the bill has a number that means it has been introduced and referred to committee.

Trustee Morris said when the Chair of the committee calls for comments, is there a time limit for speaking and are people/individuals permitted to present exhibits, etc. Mr. Salcido answered that in most cases, the Chairman will indicate a time limit but that they do have a little bit more discretion. There is a separate category for speaking in favor or speaking opposed to a bill which is different from plain public comment and no time limit. Trustee Morris asked about submission of exhibits. Mr. Salcido said that they are presented to the Secretary when you walk in.

Trustee Horan said that Assembly Bill 70, which is about the Open Meeting Law, is interesting. If you were going to give testimony, and given our experience and who we might expect might be providing testimony, how do we counteract that factually as people are entitled to their opinions. We have been criticized on our land sale as being illegal however it wasn't an illegal action and the Washoe County District Attorney said it was legal but yet it

continues to be brought up. He hates to see IVGID be criticized where there is factually data against this so how do we do that. He thinks we should do it as a Board because we need to stand up for what we did wrong and what we didn't do wrong. Given that you have been given the direction to not do anything, you are operating on a pretty short string. Mr. Salcido said that they haven't gotten any direction about lobbying. Trustee Horan said that when facts are presented and we can prove they are not right, how do we get the facts right. Mr. Salcido said that one thing is the advantage of having Tri-Strategies representing the District. If there are issues that are factually incorrect and if we have your authority to do this, we can correct something that is factually incorrect and go on the record doing so. Trustee Horan said he doesn't know how we do that; what do we need to do.

Trustee Dent said are you asking for the authority to have them argue against someone's public comment. Trustee Horan said that he knows, as an example, that statements have been made that the lot sales were done illegally. The Washoe County District Attorney said we complied with the law yet people are still saying we did it illegally. The District Attorney said it was legal and we should be able to say that. Facts are being presented that aren't right so we need them to correct that and not give an opinion.

District General Counsel Jason Guinasso said that during the last Legislative session there was a person who gave testimony that represented was exactly the opposite therefore to have the ability to correct the record and to have the opportunity to testify in the neutral is something that this Board could make a motion to give the lobbyist latitude to correct statements that are factually incorrect and do so in the neutral position.

Trustee Callicrate said he understands Trustee Horan's concern and he certainly wants the facts out there but that he thinks if we give broad discretion than that keeps the Board out of the loop when we should be apprised. This is part of the process as people have the right to express their opinion. We have been the brute of attacks thus he would not be in favor of doing this as we have been admonished by the Attorney General so he doesn't want to give this latitude to our lobbyists and while he appreciates this being brought to the Board, if someone makes a comment, we can address it then. He doesn't think that the Board has to have a motion as he would like to be apprised of it before hand.

Trustee Morris said he understands the concerns on both sides and having the ability of knowing that we have a history, as it occurred last time, and on

what is potentially on here, having the ability, in real time, that records the fact and finding some way to do that is something we should do. Does this agenda item allows us to have a motion on this? Chairwoman Wong said yes. Trustee Morris said having factual correct information entered into the record is important to get on the record.

Trustee Horan asked if we know what is in the bill right now or how the shape of the bill can change. Mr. Salcido said many, if not most, of the bills undergo change quite a bit. Trustee Horan said he understands Trustee Callicrate's concerns and that his concern is not to grant wide discretion rather it is verifiable facts is what he is talking about. He is also talking about something much more defined and not talking about taking anything away from the Board or lobbying for or against but something narrow and neutral and is a very obvious fact. It is why he uses the land item because still people say it was illegal and it wasn't and that is a fact. He feels very strongly that there is a responsibility to protect the District and put us in the best possible position. He is prepared to make some type of motion in that neutral position.

Chairwoman Wong said she would like to take a step back and ask the Board to think about why we hired Tri-Strategies. Two years ago, there were bills that were brought up and we didn't have any mechanisms to respond. A year and a half ago, in preparation for the next Legislative session, we said we need to have someone in Carson City helping us along and that is what Tri-Strategies is here for. She would propose that if Tri-Strategies feels like they need to respond that they coordinate with the District General Manager who in turn sends the Board a report such that here is the information that was presented and the factually information that we gave so we are apprised of what is communicated.

Trustee Horan asked if it was understood that in those committee processes when you are neutral that you are trying to do a factually thing. Mr. Salcido said when testifying in the neutral, we get on the record saying X or Y, and that the opinion is on the record without support or fighting. Trustee Horan said opinion. Mr. Salcido corrected that it is an opportunity to get on the record without advocating for or against the bill.

Trustee Morris thanked Mr. Salcido for that clarity and that they won't represent opinions unless they are already pre-determined however talking about the facts is okay.

Trustee Horan said he is not looking for a back and forth rather just a statement. Mr. Salcido said he understands; no back and forth.

Trustee Morris said if something comes up, in real time, you and your partners are talking to the General Manager, who is always available, and you will say this came up, what the fact is. Mr. Salcido said he understands.

Trustee Dent said he has zero experience with the Legislative process and asked if other municipalities listen to public comments and dispute facts. Mr. Salcido said yes as most municipalities do have someone on staff or hire outside lobbyists and yes, he has seen, on multiple occasions, them trying to correct the record in their jurisdiction.

Trustee Horan made a motion that the Board ask Tri-Strategies to listen to testimony either for or against a particular bill and if in fact they believe that there might be a factual inaccuracy by either side, they review it with the District General Manager and the District General Manager will provide them with the facts that are for or against and that the District General Manager will provide the Board with information on that event.

Trustee Morris asked that it be added to the motion to confer with the District General Manager and that the District General Manager will provide the facts to Tri-Strategies that Tri-Strategies would be able to present in testimony.

Trustee Horan agreed with this addition and that it be in a neutral position.

Trustee Horan restated the motion that the Board ask Tri-Strategies to listen to testimony either for or against a particular bill and if in fact they believe that there might be a factual inaccuracy by either side, Tri-Strategies will confer with the District General Manager and the District General Manager will provide Tri-Strategies with the facts that they would be able to present in testimony in a neutral position and that the District General Manager will provide the Board with information on that event. Trustee Morris seconded the motion.

Trustee Dent asked what budget is putting towards this. Chairwoman Wong asked if this was a part of the retainer agreement; Mr. Salcido said yes, it is part of the retainer you currently pay.

Trustee Callicrate said his concern is the one he mentioned earlier and that he is being consistent with not voting in the positive as this needs to come to the Board first at all times so he is voting against this motion.

Trustee Dent said he agreed with Trustee Callicrate and that we hired Tri-Strategies to represent the Board. We can always call an emergency meeting and that this is delegating to the District General Manager so he too will be voting against this motion.

Trustee Morris said it is not humanly possible to call an emergency meeting if there is testimony going on at three o'clock and that something has to be done in the moment so he will be supporting this motion.

Trustee Dent asked if there would be another time to correct the record. Mr. Salcido said that a bill has to go through both houses and that generally testimony is a one shot deal before it moves over to the other house. Trustee Dent asked about the timeline. Mr. Salcido said that is at the discretion of the Chair and that it could be the next day or months. Trustee Dent said so it is humanly possible to have a Board meeting. Mr. Salcido said it could happen within the three day noticing period for your meeting.

Trustee Horan said he recognizes and acknowledges the opinions of Trustees Dent and Callicrate and that we are limited enough therefore he will be supporting this motion as it is the right thing to do for our community.

Hearing no further comments, Chairwoman Wong called the question; Trustees Callicrate and Dent voted in opposition and Trustees Horan, Morris, and Wong voted in favor – the motion was passed.

G.2. Review, discuss, and possibly provide input to the Overview of 2018/2019 Operating Budget Presentation (Requesting Staff Member: District General Manager Steve Pinkerton) (moved to General Business Item G.2. from General Business Item G.4.)

Order of Presentation:
Diamond Peak Ski Resort

Golf Courses at Incline Village (Championship and Mountain)
Facilities
Marketing
Beaches
Recreation Programming
Community Services Administration
Tennis
Parks
General Fund
Internal Services
Utilities

District General Manager Pinkerton gave a verbal overview/summary.

Trustee Horan said on agenda packet page 106, under General Fund, Human Resources, these are the expenses of hiring, etc. and asked if health and wellness is the cost. District General Manager Pinkerton replied it is a benefit as health and wellness is a program.

Trustee Callicrate asked where Marketing is. District General Manager Pinkerton replied that Marketing is a sub-element of all of recreation and does a little in the rest of the District, it is not in one place, housed at Diamond Peak and coordinated a lot with communication.

Trustee Callicrate said Staff should have put Marketing in somewhere as it is one million dollars or more so it should be included at some point or either split or put someplace and with an asterisk because without that it is a big chunk of money without a home. District General Manager Pinkerton responded that it is put it in multiple locations.

Trustee Horan asked if Staff should be able to identify Marketing in multiple places. District General Manager Pinkerton replied that the Board will get the Marketing presentation tonight.

Trustee Dent said he noticed down at the bottom, for golf courses, maintenance is only for Mountain or is that a typo. District General Manager Pinkerton said that is a typo.

Trustee Callicrate said on agenda packet page 107, there is an asterisk by a bunch of different items and the same thing happens on agenda packet page 108. Years back, the Senior Team was the Senior Team and Legal

Counsel was never considered a member of the Senior Team. On agenda packet page 108, the bulk of Marketing, the Marketing Director, is under the Director of Golf and Food and Beverage is under the Director of Golf. He is a little confused by this direction as it is drastically changing the scope from the past. The Marketing Director probably has the bulk of his work under Diamond Peak with the rest split throughout the District. Food and Beverage should be separate. The situation with the Attorney is at the direction of the Board so he is a little concerned with the strict delineations without discussion however he is sure that we will have some spirited discussions. District General Manager Pinkerton replied that District Legal Counsel has been a key part of the Senior Team for the past four years and we are restructuring Marketing and Food & Beverage. Dollars will be spent in Ski, and we have a Diamond Peak General Manager that is more focused on operations so we are bringing in a Director of Golf that has a skill set in Marketing thus we felt this was the best reporting structure. Majority is related to golf operations and across the country this is happening. We have Food & Beverage working more closely with golf while trying to keep it lean and mean and presently part of the year they are reporting to Ski and the other part they are reporting to Golf so we thought it cleaner to report to Golf.

Trustee Callicrate said if it is approved, will Food & Beverage have a separate listing of costs and expenses. He commends Staff for doing a phenomenal job however he would like to have those numbers to assess them and how that directly impacts the golf courses and Aspen Grove as we need to be very clear about that. District General Manager Pinkerton responded that the budget for Facilities has never included Food & Beverage as it has always been included in Golf and Ski however Staff has always provide a breakout for Food & Beverage for that month. One of the changes we are going to make, is that all Food & Beverage banquet will be included in Golf.

Trustee Callicrate said so you are going to include catering, as a separate category, versus regular food and beverage at the Grille and Ski - very strictly delineated. District General Manager Pinkerton answered correct, we do track it that way.

Chairwoman Wong called for a break at 7:30 p.m.; the Board reconvened at 7:40 p.m.

Diamond Peak Ski Resort

Trustee Morris said that he really likes having the ready to serve charts, would it be a challenge to have the ready to serve charts from last year. District General Manager Pinkerton responded sure, we can get those for you.

Trustee Dent said that Food & Beverage is forecasting a 16% increase. Diamond Peak General Manager Bandelin said we are forecasting increased revenues and decreased costs however you might be pointing out a slight error. District General Manager Pinkerton added that banquet and events have a little lower margin. Trustee Dent said that the budgeted number for 2018/2019 is low.

Chairwoman Wong said at the bottom of agenda packet page 112, were able to hire everyone you intended to. Diamond Peak General Manager Bandelin answered no. We have a high aspiration of service levels but we have not been able to run all six lifts as planned. Sometimes you have to make a decision and when we didn't have enough Staff, he had to make decisions to not provide service levels he wanted to. That's why he keeps talking about alignment of ourselves with other resorts with wages as his top item is about recruitment and housing. One area that hurts quite a bit is within our ski schools as this is an area where we are focusing on our yield. Inventory is lower than where we want it to be to provide service to our customer.

Chairwoman Wong asked if it is a wage issue or general availability of staff or potential people or something totally different. Diamond Peak General Manager Bandelin said it is my opinion is it is not a wage issue rather it has to do with the workforce. We work hard on retention. Within our ski school, one only gets paid when you work thus it is his hunch that individual has a different viewpoint. It is really safe to say that part of the reason ski resorts in the country, that have the infrastructure, are doing summer operations is to retain these personnel which helps a lot. We are struggling with hiring J1's. We currently have 22 of them but they are leaving at the end of this week so the service levels are going to go down as we can't offer the levels without them. There is not a pool of candidates to do what we are trying to do.

Trustee Morris said on agenda packet page 116, love that you are tracking all the data, with that correction on the net revenue, it went down a chunk so what drove it down. Diamond Peak General Manager Bandelin said look at our sources and uses page, look at net revenue; expense minus the revenue

per skier visit. Targets are going to be a little different and remember in 2017/2018, we had over 120,000 skier visits, we are planned at 110,000 skier visits. District General Pinkerton added that we always budget conservatively.

Trustee Morris asked what is this season's target/current new number. Diamond Peak General Manager Bandelin answered that didn't include the extended date and we budget conservatively and do so with each season because in 2014/2015, we didn't even make it to the end March. In 2015/2016, we went an extra thirty seven days. District General Manager Pinkerton added that with this season's lighting strikes and closures, we will be closer to a budgeted season.

Trustee Callicrate said thanks for the season as you are killing it. What is considered, for daily visits on the mountain, the number where everyone can enjoy themselves? Diamond Peak General Manager Bandelin said it is about 2,540 is the comfortable carrying capacity. Trail density is okay, parking is taxed, facilities are taxed, we are 770 dining seats light, and the strategy is to provide more revenues to pay for these opportunities to carry these capacities however we do need a couple of the 3,000 days to help with revenue. District General Manager Pinkerton added that based on the feedback received, we challenged Ski to make the same revenue and stay within our carrying capacity, not exceed it, but make the same revenue. The goal is to create a better experience for the skiers while meeting the challenge and looking at all the different strategies. We want to maximize the experience while covering the cost of operations.

Trustee Callicrate asked what would be the ideal number of people, covered from top to bottom. Put a cap on with coverage, metric we can use or that you are already using, when it is a mad house. And note, he is asking the questions like he does every year. Diamond Peak General Manager Bandelin said we feel you need a handful of good days of 2,500 to 3,000 to cover the expenses and capture those through the holiday season and we will be able to report out at the end of the season.

Trustee Morris said he compliments you and your team on running an incredible operation and the way you are answering questions, well done.

Chairwoman Wong added her thanks.

Golf Courses at Incline Village (Championship and Mountain)

Trustee Callicrate said on agenda packet pg. 118, 38.5 full time equivalents (FTE), over \$57,000 per employee – we need a better accounting on part time, etc. and breakdown of what they do. Seems like a high number. District General Manager Pinkerton said it is equivalent to last year and Staff can pull up last year's budget; remember Food & Beverage is included in there.

Chairwoman Wong said don't we get a more detailed budget later in this process. District General Manager Pinkerton said we are not seeing any big changes to golf, steady state on FTEs.

Trustee Callicrate said on agenda packet pages 120 and 121, with Food & Beverage, and he brought it up earlier, catering/Food & Beverage is \$1.1 to \$1.2 million dollars which is a sizeable amount so we should have a report with more pointed expenses as it is a huge number that we should be celebrating and letting the community know instead of getting lost in the fray. We need to let people know that we have an awesome operation whilst paying a little bit more attention to that.

Trustee Callicrate asked if we are going to do that promotion for the punch cards at the Mountain Golf Course as that was a sizeable amount of revenue so are we going to do that again, is it in limbo, or what decision has been made. District General Manager Pinkerton said at the meeting in April we will discuss that.

Chairwoman Wong asked about mid-May opening - how reasonable does this look or does that need to be adjusted. Acting Director of Golf Kyle Thornberg said Staff will know a little more by the end of March.

Chairwoman Wong asked if there are any opportunities to adjust the second half of the season. District General Pinkerton said we had different circumstances when we had the rain as the weather causes a rough start and end. We try to budget to the median on those things and for this year's budget, we are probably okay because of October. The other thing worth analyzing is the work done at the Mountain Golf Course in mid-September. Acting Director of Golf Thornberg added that Staff did a lot of pre-work with drainage so we hope to see that pay off.

Facilities

Trustee Dent asked what is the reasoning Food & Beverage isn't in Facilities. District General Manager Pinkerton said Facilities is the physical building itself and Food & Beverage has never been part of this budget.

Trustee Dent said why not make it part of it as it seems like I have to go over here (in the budget) so why not just make it really clear and this is where it is. It appears to be doing well, so show it, as it is not certain because it is split up. District General Manager Pinkerton said that the goal is to give three and four year looks thus we hesitate to change it to try and have something that is comparable. One can go into opengov and do specialized reports. The more you change the budget, the harder it is do comparisons. We can look at different components, we can break those things out, easier to look from year to year by staying consistent.

Trustee Dent said we have a sheet just for Marketing so can we have a sheet just for Food & Beverage and facilities – all those costs are in the venues. District General Manager Pinkerton said absolutely, we can generate something in opengov.

Trustee Callicrate said that Facilities is knocking it out of the park and they are generating a huge chunk of income for the District so we need to do a better of job showcasing their huge success in the District. They are to be commended as they are doing a tremendous job with the amount of revenue you are bringing it to Golf and Chateau. Don't think we are showcasing enough of what you are doing.

Chairwoman Wong called for a break at 8:48 p.m.; the Board reconvened at 8:57 p.m.

District General Manager Pinkerton said that during the break our Controller advised him that she has added about eight more saved views for you to take a look at in opengov.

Marketing

Trustee Morris said on the photography and the like, is that .3 FTE increase and just want to confirm that when someone hires us for a wedding, they can bring in their own photographer. Marketing Manager Paul Raymore – said this is not a service sold to customer, more of an in-house function to photograph items to promote the venue, event, etc.

Trustee Morris said so you have seen that need because for us to get a local resource it is more impossible and more expensive so this allows us to control our own destiny. Marketing Manager Raymore answered that we do utilize freelancers and those costs are expensive at about \$100 to \$200 an hour. We would like to have the ability to bring this in house which will in turn save quite a bit and allow us to react quickly because sometimes to capture that moment is priceless.

Trustee Horan asked if this was expense neutral. Marketing Manager Raymore said that he expects it to be as it may save us money as video becomes more important. Trustee Horan said so right now we are spending money on outside contractors. Marketing Manager Raymore said yes and that this will eliminate some but will keep things like drone work. Trustee Horan said so this will be close to expense neutral. Marketing Manager Raymore said that remains to be seen but it will certainly help with allotting those dollars in other ways. Trustee Horan said so it is additional and not replacing what we are doing with contractors. Marketing Manager Raymore said from an expense perspective, no, shifting to other outside contractors. Trustee Horan said so if you are shifting the expense to something else, then you will be expense neutral on photography by replacing what we are spending on contractors with in house. Marketing Manager Raymore said not quite. Trustee Horan asked so where are you forecasting those other dollars. Marketing Manager Raymore said other expenses are going up such as Facebook. Trustee Horan said and what about the expense of in house photographers. Marketing Manager Raymore said it would allow us to do more.

Trustee Callicrate said that this is about to be an awkward moment that is not meant to be personal; broader philosophical question - who are we marketing to. While he appreciates the effort to build up a library, we will be spending over one million dollars per year. Seventy percent is spent at Diamond Peak and with big snow years, this brings a lot of people and when we have a bad year, it doesn't bring a lot of people. The community wants to know who are we marketing to and who doesn't know what we have which then becomes a catch 22. This is a situation that we need to have a broader discussion on as we are spending a lot of money to build up our facilities. He is not doubting your job but he has a fundamental difference to that of our District General Manager. Trustee Callicrate continued that he is not pro expanding the Marketing Department and that this is not about the individuals. This is spending a lot of money that perhaps we need to repurpose to other areas when we can use it better. District General

Manager Pinkerton said that Marketing Manager Raymore will address in rest of his presentation. Marketing Manager Raymore said that he will get into the return on investment at a high level and that Marketing is not at a million dollars yet but if you want to give that to him, he will take it.

Trustee Dent said as visitors decrease please explain value versus targets. Marketing Manager Raymore said value is actual. District General Manager Pinkerton added that the Director of Parks and Recreation will address the counting.

Trustee Callicrate said golf is confusing. District General Pinkerton said that the metric is not for golf, rather for the fiscal year, and that the golf measure is for calendar year. Trustee Callicrate said he is not a mind reader and that this needs to be spelled out for everyone. The same thing on agenda packet page 140 – it needs an explanation regarding calendar year versus fiscal year. It is rather confusing at the first look so we need to be more direct. Marketing Manager Raymore said he apologizes for not including that note and will do so going forward.

Trustee Horan asked if there are breakage numbers in the actuals and is that incorporated into agenda packet page 134. Marketing Manager Raymore said that the numbers on agenda packet page 134 are slightly inflated. District General Manager Pinkerton said that the answer is yes.

Trustee Dent asked for a definition of digital ads, not social media. Marketing Manager Raymore said some of it is online banner ads to someone who visits our website. Trustee Dent said for social media, we don't boost. Marketing Manager Raymore said we are paying to boost on Facebook and Instagram. Digital ads are an umbrella that social media is under.

Trustee Callicrate said that skier visits are by word of mouth and is a topic that has been coming up for years, etc. If one goes back in the historical records, Ski has been relevantly flat. We have spent a good portion on marketing to current, and he has to bring this up, as he thinks there is an opportunity to utilize this money in a direct subsidy for golf; this is just a question for the Board to consider. Great presentation but we have a philosophical difference on the marketing budget. District General Manager Pinkerton said we have been significantly increasing the revenue per skier and marketing plays a huge role. If skier visits were solely based on weather, other resorts wouldn't be spending money on marketing. It is a best practice and in our talks with other ski resorts, there are fourteen in close proximity,

if you don't advertise they will forget about you. This is not just about the visitor but rather it is about attracting the visitors who will pay the top rates. 89% of skiers are coming from the outside and it is critical to be part of the marketplace. He has yet to see a case study where someone did better by not marketing but it is easy to find a case study where it is reduced. The challenge is when we get into this discussion all the time, is it is a balancing act - provide the experience for residents at lowest cost while not taking advantage of that high paying customer. Trustee Callicrate said regarding all the other ski resorts, to compare a government to private entities where we can subsidize or not subsidize as we do that on all our venues. He knows we have a different viewpoint, everybody knows Diamond Peak is a great value, etc. but we put a lot of money in marketing and what are our ROI's. We are subsidizing golf and Diamond Peak has remained flat. Trustee Callicrate concluded by saying he doesn't want to belabor this anymore.

Trustee Morris said it is unfortunate we are not able to convince Trustee Callicrate as everybody knows we are the premier resort and the reason they know that is because we tell them, show them, and spend a little money to let them know and the ROI is fantastic. In comparison to the budget, what we spend to what we get back is that we can offer \$35 lift tickets to our locals which is outstanding. We are doing really very well as when revenue generally goes up, we reap huge sums from ski hill in order to provide so many other great benefits. You are doing a great job so long may you continue.

Chairwoman Wong said that she sees Golf and Ski as very different venues. At Golf, we have limited tee times but we can put up to 3,000 skiers on the hill and can probably push it. We have, on a regular basis, excess capacity so we do want to drive people to the mountain versus you can't put more tee times on the tee sheet as you are limited due to play. We have also hit a sweet spot in pricing in Golf as well as maintenance which is the biggest difference. Yes, we keep pricing the marketing dollars where we have excess capacity and Diamond Peak does end up subsidizing the rest of our venues. Add on top of the fact, yes, our golf courses and Diamond Peak are owned by a government entity however we compete with all the ski resorts and all the other golf courses and we have to compete in those markets. We can't say we are not going to put money in there.

Trustee Callicrate said he understands that and when you get more people ski at what level do you do that with limited facilities. We have phenomenal

facilities, have a unique situation, not disparaging anyone, but he does have concerns that we are spending money in that area.

Beaches

Trustee Horan asked when was the last time we increased the beach entrance fee. Director of Parks and Recreation Indra Winquest said we did increase the kids' fee four or five years ago. Trustee Horan asked if Staff would speak to the decrease about punch cards utilization. Director of Parks and Recreation Winquest said he will get into that topic with Community Services Administration and stated that the utilization has increased significantly. Trustee Horan said he wanted to reiterate again that the beaches are our most important venue for experience thus we need to have more feet on the ground and do it smartly. He clearly supports making the experience better for our guests as being very important and having someone down there full time is great. Director of Parks and Recreation Winquest said Staff is making sure our guests are safe is what he is working on.

Chairwoman Wong asked about the eight thousand dollars for security. Director of Parks and Recreation Winquest said that equals three hundred more hours for peak times so he will double check that number. Trustee Morris said we are being charged twenty seven dollars per hour; Director of Parks and Recreation Winquest said yes, that is correct.

Trustee Callicrate said, referencing agenda packet pages 147 and 148, are you handing out numbers, if so, he doesn't have a copy of. Director of Parks and Recreation Winquest said that this narrative is providing additional details. Trustee Callicrate said kudos on the lifeguards and that bonus and the work you have done to keep them on as that is critically important.

Recreation Programming

Trustee Morris said, referencing agenda packet page 151, we have 325,000 visitors and whilst he hasn't added the numbers below that, those are the users of the recreation component. Director of Parks and Recreation Winquest said yes, that would be accurate.

Chairwoman Wong said is this double counting or do you deduct. Director of Parks and Recreation Winquest said no, we are not double counting.

Trustee Dent said for the Recreation Center and referencing agenda packet page 151, what about the visitor that comes in the doors but doesn't go elsewhere. Director of Parks and Recreation Winqest said those numbers do include anyone that scans in, pays the daily fee, and includes people who uses the pool. Trustee Dent said so you are double counting. Director of Parks and Recreation Winqest said there is the swim team, Incline High School usage, of the pool and that usage is not members.

Trustee Morris said it is an interesting statistic - 325,000 people will come through the front doors and 120,000 will go downstairs. Director of Parks and Recreation Winqest said no, that is for programming and most of that doesn't happen at the Recreation Center. Trustee Morris said he is interested to see of the number of that come through front doors and number that have gone downstairs. Director of Parks and Recreation Winqest said he thinks he can get that number. He then drew attention to the 250,000 number and said he estimates that 75,000 visits would not be a member or paying daily fee and an example would be spectators to youth basketball.

Trustee Callicrate said in doing the math, that is a lot of people at the Recreation Center. If we are able to get a more adequate number of people and who is coming in and where they are going, that is an opportunity to drill that out. Youth and family programs have gone down – is that because of the Boys and Girls Club picking that up. Director of Parks and Recreation Winqest said our software can't discriminate what our members are using but moving forward he can break that down further. Trustee Callicrate said that this is an opportunity to say how many people are using the facilities for recreation, here is how many going to recreation counter, etc. which allows us to allocate the dollars better. Wondering why so low on youth and family programming. Director of Parks and Recreation Winqest said yes, it is as a result of Boys and Girls Club. We transferred before and after school programs to the Boys and Girls Club and we are working on them taking on EPIC Camp, at least a predominate role. Trustee Callicrate said thanks and congratulations on doing that.

Trustee Horan said he is in the elementary school six or seven times per month and it is incredible the amount of kids that are there and this is an incredible asset to the community. Director of Parks and Recreation Winqest said to remember that all came from the Dave and Cheryl Duffield Foundation and their very generous contribution; this is one of the best partnerships that IVGID has.

Community Services Administration

Trustee Callicrate asked, referencing agenda packet page 156, why the charges for services are in the negative - what is that about? Director of Parks and Recreation Winquest said that is all related to punch cards and that he will go through that in the budget items of note. Trustee Callicrate asked why defensible space is in here. District General Manager Pinkerton said NLTFPD does two hundred thousand dollars in defensible space work and half is charged to Utilities and half to Recreation. Trustee Callicrate said that there are no trees to cut down at the Recreation Center and asked if there was another way to put it in to the Recreation Center as this is a little concerning. District General Manager Pinkerton said that this is the overall budget for Community Services. Director of Parks and Recreation Winquest said that there is nothing for the Recreation Center but this is the most applicable spot to allocate this item.

Trustee Callicrate asked if thirty percent is industry standard or what we need to do to keep people. Director of Parks and Recreation Winquest said it is an industry standard and that the focus is on how much of their time our Recreation counter personnel spend to do this administration.

Trustee Morris said, referencing agenda packet page 156, if we look at total expenses versus sources, we had a big leap from last year and ultimately this is costing more. Director of Parks and Recreation Winquest said this is a combination of both and the expense is related to labor. We are now allocating a portion of the revenue office there, his time, and Staff and that it is about right sizing of the labor allocations that are changing; it is offset in other areas. Trustee Morris said so this is about putting things in the appropriate buckets and out of other buckets. Director of Parks and Recreation Winquest said Staff is not adding additional labor to the recreation counter and keeping FTE's relatively flat.

Tennis

No questions were asked during this presentation.

Parks

Trustee Morris said, referencing agenda packet page 166, there is quite a big jump in utilities – can you comment. Director of Parks and Recreation

Winquest said it is mostly trash increases. Trustee Morris said thanks for that as he didn't necessarily think about that.

Trustee Horan said that the budgeting has been greatly enhanced by data, and other than moving it around, it is very useful and makes it easier to do the budgeting.

Chairwoman Wong called for a break at 10:44 p.m.; reconvened at 10:50 p.m.

General Fund

No questions were asked during this presentation.

Internal Services

Trustee Callicrate asked how much money is in our expected fund balance for this fiscal year. District General Manager Pinkerton said we can go over that in our Monday meeting. Trustee Callicrate said okay, he will save that for Monday and noted that this is an important item to address. Director of Finance Gerry Eick said Staff will have a presentation as part of CIP for fund balance. Trustee Callicrate said okay, he will address that then and he looks forward to having a healthy discussion regarding that situation.

Engineering/Utilities

No questions were asked during this presentation.

G.3. Review, discuss and possibly take action on Title 5 of the IVGID Code (Requesting Trustee: Chairwoman Kendra Wong) (moved to General Business Item G.3. from General Business Item G.2.)

Chairwoman Wong asked if any Board member made it through Title 5. Trustee Callicrate said he only got through about fifteen to twenty percent and that it was so much to absorb that he needs more time to thoroughly vet it and apologized for not getting through it all.

Trustee Dent asked if the Board would getting a redline copy and if there was a matrix or map to all of this. Chairwoman Wong said there have been no changes yet and that District General Counsel did put in where the original text came from. Trustee Dent said one of the policies, Policy 19, there is no real flow to it. Chairwoman Wong said it is hard to do that and

that there are several areas related to budget so look at the end of that section – there are ten different policies that make up this section so that is the source of where everything came from. Then there are the links to the original forms. Hard to do that and there is not a way to redline that. Trustee Dent said that is the normal way to do this and that this is almost making it more difficult. Chairwoman Wong said to look at this with a fresh set of eyes, does this make sense or do we need to make changes. There is no intention to go line by line. Trustee Dent said that these documents worked for fifty years so how do we go through those as they are so intertwined.

Trustee Morris said he doesn't know if this is possible but what's the opportunity and workload of maybe saying taking any of the source documents and then saying Policy 23 covers all these areas and then stating where it is now in the code. Chairwoman Wong said that would mean reconstructing this document and having to do all over again.

District General Counsel Guinasso said at the end of every section is a reference or a source sheet, at the end of 5.0.1 you can go to all the source documents. What makes this project unique is we are taking policies, practices and procedures from a list that is fifty years in the making and trying to codifying them into one document. He has all the documents and any Board member is welcome to go through the binder. The direction he got was to put them into the format like a municipal code and then let you review and revise that format. Trustee Callicrate said actually as he recalls, it was over four plus years ago, the Board had at that time, expressed that there were a multitude of items that the District had been operating under, what was being utilized, and no longer relevant. Then there was several changes to the Board and then it was put on hold and then we were presented with this is what Staff has been working on, which is a municipal document, and all went okay but was not quite what we discussed. Things have been moving along, we as a Board sat down and said what are we trying to do, what it the community wants, etc. is. He is a little concerned about moving forward on this as it is a major shift and how we are going to govern our District. He would like to plod through this but it could take three years. This is very important/critically important. He is in no hurry to move forward until everyone is satisfied. He is also open to a quarterly workshop and want to get more input from the community. At this point in time, he has a clearer idea of what we may or may not want to do. Chairwoman Wong said that is half correct. When we first started this project, we had a lot of policies and practices and we didn't know if we had documents that were in conflict with each other. We weren't able to identify those and that was the

impetus of this project. There were so many documents to go through one by one and we wanted to make a change to the debt policy that had implications to capital debt policies and could have been not following our own policies so we need one place to where we could get all the information and that's how we have gotten to this point. The Board asked District General Counsel to merge all those items into one document/groupings. We started with major captions and that expanded to a table of contents and then feeding all the individual policies into this document. She would suggest breaking it up into smaller sections and then maybe address budget process and procedure to start rather than the entire title. Break it down into smaller chunks and one smaller topic, etc. and then you can go into the detail. Trustee Callicrate said he would agree as that would make it more digestible and shows we are being exhaustive as this is a monumental undertaking. Chairwoman Wong said she agrees and that it will take a lot of time and a lot of our attention. Chairwoman Wong then asked if the Board could look at 5.1.1.0 – budget process and procedure – and tackle that in the April meeting. Trustee Callicrate said it depends on the source documents and noted that it may take more time and that he is open to taking that as our next step. Chairwoman Wong said that there are ten source documents so it shouldn't be too difficult to get through them.

Trustee Horan said he never looked at this as being some seismic change to how we were going to do business rather that we just need to clean it up. What he would find to be more useful is that this group gets Staff recommendations for here is what we want to take out which is not an abduction of our duties but as this Board has proven, we haven't gotten anything done which is just his opinion. He would recommend that Staff bring it to us as they are the professionals who deal with it every day rather than going down that road and instead of making that decision. District General Counsel Guinasso asked what would that look like – is that having Staff go through and redline it and add or delete and bring it back as recommended revision. Trustee Callicrate said it is a good mixture of what Trustees Horan and Dent and others have said; here is what it is, these are Staff's recommendations, and then we don't want to nitpick it out because he will be dead by that time. We want to make sure that we have Staff's expertise and that makes sense. Trustee Horan asked District General Manager Pinkerton what he thought of this idea. District General Manager Pinkerton said he is not sure if there is any additional work and it actually streamlines things.

Trustee Morris said he does think we continue this process as we set out to clarify, consolidate, and codify all that we have. As to putting them in the right place, etc. he does want us to continue this and find the most efficient and effective way to do this. He wants to get us somewhere and hate to see this go to waste. Don't have to do everything but let's do something. Chairwoman Wong said we can do both approaches. Whatever we ask of Staff, break up in smaller pieces, etc. let's start with budget process and procedures and let's get through those ten pages and come back in the April meeting. District General Manager Pinkerton said given where we are with budgets, there are other sections that would be easier to take on and those are Ordinances 2 and 4 and Staff could potentially show what they look like in the code. This would be a good model to work from and for Staff to do the easy part first. On March 28, we can talk about the sequencing as there is a lot of the parts of it that we can work on. Ordinance 7 needs a lot of time and energy so let's start that up in May or June as we want to do that during the peak season of the beach season; we can also carry on this discussion during the work plan.

Trustee Horan said moving to something simpler would be a good way and have Staff bring that to us something. Trustee Dent asked if there was a way to give us a little more. Chairwoman Wong asked if the Board could get the original Word documents. District General Counsel Guinasso said he had to work off the PDF's. Trustee Morris said he wanted to clarify what you are talking about and that is where it comes from. Chairwoman Wong said Staff would have to recreate it again. District General Counsel Guinasso said we can go through a Staff process and bring our recommendations forward in which we will make an attempt to source every subsection. An example would be Staff can make an attempt to annotate the sections so you have a more focused annotation. One of the reasons we did it this way is because there was this perception that Staff was going to take this opportunity to make changes serendipitously so he just wants the Board to own that direction and that when Staff come back with redlines, we want support. District General Manager Pinkerton added that the Board will be able to see the changes.

Trustee Horan said he is fearful if we go down this path, we will not get it done. There is the conspiracy theory that he is not advocating. He wants a recommendation from the experts that work for us. He wants to utilize that resource and maybe we do an easy section and check that proof of concept. District General Counsel Guinasso said Staff can come back with the schedule and prioritize it from easy to hard. For Ordinances 2 and 4, once

we have our public hearing, we can do those and be done. Trustee Horan said the Board can talk about this some more on March 28 as we now have more time to think about it as it is a key element of our work plan. Chairwoman Wong said she thinks that will work. One of things she wants to do is for the Board to come up a schedule of when to do this. Without having set a plan, we are kind of running into a wall. Trustee Horan said his idea would be to look at the things Staff is changing. District General Manager Pinkerton said this is an iterative process.

Trustee Morris said he want us to get started as there is an onus on us to do something. We have experts who can give us something to react to and he also likes the idea of proof of concept. In those smaller cycles, he will attempt to address the source and if we do that once or twice, if not, we can course correct. We need to get started as we review the plan and understand to doing something easy also subscribes us to do the hard stuff so setting a priority schedule is valuable. Chairwoman Wong said so we are asking our Staff to create two schedules to give us something to work from us. Trustee Horan said this is a utilization of Staff so we can make good decisions and we need to make the public completely aware of that as this is not Staff doing it.

Chairwoman Wong asked each Board member if they were okay with that; Trustee Morris said it is a good thing to do – he supports; Trustee Callicrate said he is on board; Trustee Dent said yes; and Trustee Horan said yes.

G.4. Discussion, by the Board of Trustees, on the proposed amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” that includes the Utility Rate Increase (Requesting Trustee: Chairwoman Kendra Wong) (moved to General Business Item G.4. from General Business Item G.3.)

Chairwoman Wong gave an overview and District General Manager Pinkerton gave a brief overview about how this came about.

Trustee Callicrate said that he apologizes for not being able to meet with Staff and that he does appreciate the outreach. He returns to Incline Village on March 26 and that this has been an interesting ordeal here in Florida and

that he hopes to get back on track. Appreciate the information in here and Staff reaching out and meeting with Trustee Dent.

H. DISTRICT STAFF UPDATE (*for possible action*)

H.1. General Manager Steve Pinkerton – verbal update

District General Manager Pinkerton gave a brief verbal update and said we are very close to getting more information about Mountain Golf Course and that he will provide the stakeholders with the information as there will be no hot food served there. Trustee Morris said we have been frustrated with the length of time and asked if Staff was comfortable with getting it looking great. District General Manager Pinkerton said yes.

I. REPORTS TO THE IVGID BOARD OF TRUSTEES*

I.1. District General Counsel Jason Guinasso

District General Counsel said he had no new updates but did announce that Devon Reese is joining Hutchison & Steffen effective April 1. Chairwoman Wong asked that congratulations be passed on from the Board.

J. BOARD OF TRUSTEES UPDATE (*NO DISCUSSION OR ACTION*) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

There were no Board updates provided at this time.

K. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see Public Comment Advisory Statement above.

No members of the public were present so there were no public comments.

L. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*)

District General Manager Pinkerton went over Long Range Calendar. Trustee Morris asked for the March 28 meeting that there be a hard stop at 8 p.m.

M. ADJOURNMENT (*for possible action*)

The meeting was adjourned at 11:53 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.*

Submitted by Linda Newman (XX pages): IVGID March 13, 2019 BOT Meeting
Public Comment By: Linda Newman – To be included with the Minutes of the Meeting

Submitted by Aaron Katz (XX pages): Written statement to be included in the written minutes of this March 13, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – Actual evidence of water/sewer subsidies to IVGID owned commercial recreational business enterprises

Submitted by Aaron Katz (XX pages): Written statement to be included in the written minutes of this March 13, 2019 regular IVGID Board meeting – Agenda Item G(4) – Overview of Operating Budget – What a waste given that accounting to GM Pinkerton, there is no need to individually appropriate expenses because all of them are a “function” of everything IVGID does as a general improvement district. Moreover, Staff’s schedules are as phony as a three dollar bill!

Submitted by Aaron Katz (2 pages): Written statement to be included in the written minutes of this March 13, 2019 regular IVGID Board meeting – Agenda Item E(1) – Reports to the IVGID Board of Trustees (“Board”) – Who is the Tahoe Prosperity Center (“TPS”), what does it have to do with IVGID, and why has it been given a spot on the agenda?

Submitted by Mike Abel (1 page)

Submitted by Margaret Martini (1 page): March 13, 2019 IVGID Board of Trustees Meeting Public Comment By: Margaret Martini – to be included with the Minutes of the Meeting

IVGID March 13, 2019 BOT Meeting Public Comment

By: Linda Newman – To be included with the Minutes of the Meeting

Once again, you have presented an agenda that keeps the public out of participating in the public's business. First, you continue to restrict our comments to 3 minutes to cumulatively address matters as important as new NV legislation, the IVGID Code, Amendments to Ordinances affecting our Utility rates as well as the District's Operating Budget.

Absent from the packet are the contents of the proposed legislation presented for the Board's consideration. This denies our citizens an opportunity to voice their views and the Board an opportunity to actually review the actual bills and their pros and cons before providing our lobbyists with direction. Omitted as well are the General Manager and Counsel's "written reports" for the Board and our citizens advance review. Correspondence from our citizens are also missing from this packet, despite close to 20 years of precedent and NO BOARD VOTE to remove correspondence from the Board packets.

With that said, I must object to the District's proposed Operating Budget. While operating revenues are projected to increase from \$40 million in 2017 to \$41.5 million in 2020, operating expenses will soar for the same period from \$31 million to more than \$36 million. Without a line item budget not a single Trustee can approve this draft. And shouldn't.

As for approving a draft of the IVGID Code, I must also raise objection. Before you can codify anything, you must understand the Board's existing Policies, Practices, Resolutions and Ordinances. Until you examine these and determine what you want to retain, exclude or change –you cannot approve a new narrative. Especially one without headings identifying each policy and practice, with many of these policies and practices sliced and diced through the document which also fails to identify deletions and additions to the current policies and practices. If the objective is to have a workable CODE, this Board must understand the CODE they are approving. Right now, you can't and shouldn't.

On a final note, I would like to ask this Board to replace Trustee Morris as District Treasurer. In addition to his failure to perform his Statutory duties as well as his bullying a constituent seeking public records, I believe the class action lawsuit against him and his bankrupt business for failure to pay all wages due to dozens of employees warrants your concern and corrective action.

1 1090
2 Mark R. Thierman, Nev. Bar No. 8285
3 mark@thiermanbuck.com
4 Joshua D. Buck, Nev. Bar No. 12187
5 josh@thiermanbuck.com
6 Leah L. Jones, Nev. Bar No. 13161
7 leah@thiermanbuck.com
8 **THIERMAN BUCK, LLP**
9 7287 Lakeside Drive
10 Reno, Nevada 89511
11 Tel. (775) 284-1500
12 Fax. (775) 703-5027

13 *Attorneys for Plaintiffs*

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE
COUNTY OF WASHOE

ERIN PAGE, on behalf of herself and all
others similarly situated,

Plaintiffs,

vs.

PETER MORRIS, WALERAN
ENTERPRISES, INC., dba BRIGHTSTAR
CARE RENO, BRIGHTSTAR GROUP
HOLDINGS, INC., and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: CV18-01544

Dept. No.: 8

**FIRST AMENDED COLLECTIVE AND
CLASS ACTION COMPLAINT**

**(EXEMPT FROM ARBITRATION
PURSUANT TO NAR 5)**

- 1) Failure to Pay Overtime in Violation of 29 U.S.C. § 207;
- 2) Failure to Pay Minimum Wages in Violation of the Nevada Constitution;
- 3) Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018;
- 4) Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.140 and 608.020-050;
- 5) Breach of Contract; and
- 6) Quantum Meruit/Unjust Enrichment.

**LIEN REQUESTED PURSUANT TO NRS
608.050**

JURY TRIAL DEMANDED

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1 COMES NOW Plaintiff ERIN PAGE on behalf of herself and all other similarly situated
2 and typical persons and alleges the following:

3 All allegations in the Complaint are based upon information and belief except for those
4 allegations that pertain to the Plaintiff named herein and her counsel. Each allegation in the
5 Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable
6 opportunity for further investigation and discovery.

7 JURISDICTION AND VENUE

8 1. This Court has original jurisdiction over the federal claim alleged herein pursuant
9 to the Fair Labor Standards Act ("FLSA") 29 U.S.C. § 216(b) which states: "An action to recover
10 the liability prescribed in either of the preceding sentences may be maintained against any
11 employer (including a public agency) in any Federal or State court of competent jurisdiction by
12 any one or more employees for and in behalf of himself or themselves and other employees
13 similarly situated." Plaintiff contemporaneously files with this court a consent to join this action,
14 attached as Exhibit 1, hereto.

15 2. The Court has original jurisdiction over the state law claims alleged herein because
16 the amount in controversy exceeds \$15,000 and a party seeking to recover unpaid wages has a
17 private right of action pursuant to Nevada Revised Statute ("NRS") sections 608.140, 608.018,
18 and 608.020-.050. *See Neville v. Eighth Judicial Dist., Terrible Herbst, Inc.*, 133 Nev. Adv. Op.
19 95 (Dec. 7, 2017), 406 P.3d 499 (2017). Plaintiff made a proper demand for wages due pursuant
20 to NRS 608.140.

21 3. Plaintiff is seeking to recover unpaid wages due pursuant to Nevada statutory
22 authority and pursuant to an agreement (implied by law and fact) to pay for all hours worked.
23 Plaintiff has a private right of action pursuant to Section 16 of Article 15 of the Nevada State
24 Constitution. Plaintiff also has a private right of action to bring her Nevada statutory claims
25 pursuant to NRS 608.040 and 608.140.

26 4. Plaintiff also claims a private cause of action to foreclose a lien against the
27 property owner for wages due pursuant to NRS 608.050.

28

1 5. Venue is proper in the Court because one or more of the Defendants named herein
2 maintains a principal place of business or otherwise is found in the judicial district and many of
3 the acts complained of herein occurred in Washoe County, Nevada.

4 PARTIES

5 6. Plaintiff ERIN PAGE is a natural person who is and was a resident of the State of
6 Nevada at all relevant times herein. Ms. Page was employed by Defendants as a non-exempt
7 hourly employee from on or about March 2017 to on or about November 3, 2017.

8 7. Defendant Peter Morris is the President and Owner of BrightStar Care Reno.
9 BrightStar Care Reno is an employer engaged in commerce under the provisions of the Fair labor
10 Standards Act, 29 U.S.C. § 201 *et seq.*

11 8. Defendant WALERAN ENTERPRISES, INC., dba BRIGHTSTAR CARE RENO
12 ("BrightStar") is a domestic corporation with a principal place of business at 241 Ridge Street,
13 Suite 330, and is an employer under the Nevada Revised Statutes.¹

14 9. BRIGHTSTAR GROUP HOLDINGS, INC. is a domestic corporation,
15 incorporated under the laws of Delaware, with its principal place of business at 1125 Tri-State
16 Parkway, Suite 700, Gurnee, Illinois, 60031 and is an employer engaged in commerce under the
17 provisions of the Fair labor Standards Act, 29 U.S.C. § 201 *et seq.* BRIGHTSTAR operates and
18 franchises more than 300 BrightStar Care facilities nationwide.

19 10. BRIGHTSTAR is sued herein as a joint employer of Plaintiff and the putative class
20 along with PETER MORRIS in his personal capacity. All joint employers are individually
21 responsible for compliance with the FLSA. 29 C.F.R. § 791.2(a).

22 11. At all relevant times, each Defendant was an agent, employer, joint-venturer,
23 shareholder, director, member, co-conspirator, alter ego, master, or partner of each of the other
24 Defendants, and at all times mentioned herein were acting within the scope and course and in

25
26 ¹ Defendants Waleran Enterprises, Inc, dba BrightStar Care Reno filed for Chapter 7
27 Bankruptcy of the U.S. Bankruptcy Code in the District of Nevada, known as Case No. BK-N-
28 18-51151-btb. As a result of the bankruptcy filing, pursuant to 11 U.S.C. § 362, an automatic
stay is in place pending said proceedings. No new or further actions against this Defendant is
stated in this amended complaint, and Plaintiff will proceed against the non-bankrupt Defendants
only until and unless the stay is lifted.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbeck.com www.thiermanlaw.com

1 pursuance of his, her, or its agency, joint venture, partnership, employment, common enterprise,
2 or actual or apparent authority in concert with each other and the other Defendants.

3 12. At all relevant times, the acts and omissions of Defendants concurred and
4 contributed to the various acts and omissions of each and every one of the other Defendants in
5 proximately causing the complaints, injuries, and damages alleged herein. At all relevant times
6 herein, Defendants approved of, condoned and/or otherwise ratified each and every one of the
7 acts or omissions complained of herein. At all relevant times herein, Defendants aided and abetted
8 the acts and omissions of each and every one of the other Defendants thereby proximately causing
9 the damages as herein alleged.

10 13. The Defendants named herein are the employers of the Plaintiff and all Class
11 Members alleged herein. The Defendants are employers engaged in commerce under the
12 provisions of NRS 608.011.

13 14. The identity of DOES 1-50 is unknown at the time and the Complaint will be
14 amended at such time when the identities are known to Plaintiff. Plaintiff is informed and believes
15 that each Defendant sued herein as DOE is responsible in some manner for the acts, omissions,
16 or representations alleged herein and any reference to "Defendant," "Defendants," "BrightStar"
17 herein shall mean "Defendants and each of them."

18 **FACTUAL ALLEGATIONS**

19 15. Defendants operate an in-home care service business in Northern Nevada that
20 serves the communities of Reno, Sparks, Incline Village, Fernley, Verdi, Crystal Bay, Sun Valley,
21 Gardnerville, and Virginia City. Defendants provide full-service healthcare, temporary or
22 temporary-to-permanent staffing for medical and nonmedical homecare to private clients within
23 their homes ranging from infants to seniors, as well as supplemental healthcare staff to corporate
24 clients.

25 16. Defendant Peter Morris acted directly and indirectly on behalf of himself and
26 BrightStar as an employer in relation to Plaintiff and all similarly situated employees. Defendant
27 Morris has a significant ownership interest with operational control of significant aspects of the
28 corporation's day-to-day functions; the power to hire and fire employees; the power to determine

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1 salaries; and the responsibility to maintain employment records and thus is personally liable for
2 the conduct alleged herein. *See Boucher v. Shaw*, 582 F.3d 1087, 1090 (9th Cir. 2009) (holding
3 that an employer's individual managers were personally liable under the FLSA for unpaid wages,
4 pursuant to an "economic control" test).

5 17. Defendant BrightStar is both a direct employer of employees at their various
6 franchisee locations and is a joint-employer with the individual franchisees—*e.g.*, BrightStar Care
7 Reno, Nevada. BrightStar Care employees, whether direct hires by BrightStar Care or by
8 individual franchisees, are provided initial training as well as ongoing franchise support and
9 national conferences for franchisees and staff to learn new initiatives and company practices.
10 These programs are designed to train management and employees regarding standards,
11 compliance and other topics to enable its franchisees to meet BrightStar's expectations for all
12 BrightStar Care services. Through its job postings on BrightStar's Website, BrightStar sets job
13 requirements, expectations, and duties for potential employees. *See*
14 <https://www.brightstarcare.com/reno/careers> (last visited Oct. 22, 2018). Ultimately, upon
15 information and belief, BrightStar exercises control over the hours and other working conditions
16 of Plaintiff and all similarly-situated hourly employees. *See* 29 C.F.R. § 791.2(b).

17 18. Plaintiff was employed by Defendant as a lives-out Caregiver. Plaintiff regularly
18 worked three to four 24-hour shifts per week, commencing at 8:00 a.m. and ending at 8:00 a.m.
19 the following day. Plaintiff sometimes worked 6 days a week and also worked as many as eleven
20 days in a row without a day off.

21 19. When Plaintiff Page was hired she was told she would be earning \$250.00 per day.
22 However, her first paycheck amounted to only \$175.00 per day. After she complained her day
23 rate was increased to \$200.00 per day. She was never paid the promised \$250.00 per day. Instead
24 she was paid on a fictitious fluctuating hourly rate basis.

25 **Plaintiff's FLSA Claims**

26 20. For example, for the week of March 20, 2017 through March 26, 2017, Plaintiff
27 Page worked six straight days for a total of 131.5 hours but was only paid for 60 hours. *See*
28 Exhibit 2. Timesheet and Earnings Statement for week of March 20, 2017 through March 26.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email: info@thiermanibuck.com www.thiermanlaw.com

1 2017. Even though Plaintiff worked 24-hour shifts, and indicated such on her time cards,
2 Defendants only paid Plaintiff an hourly rate based on substantially less hours worked. *Id.*
3 Plaintiff Page was paid \$875.00 or \$14.5833 per hour for 60 hours even though she worked a total
4 of 119.5 hours. Based on the fictitious hourly rate of \$14.5833 she should have been paid a total
5 of \$2,322.00 or \$583.33 ($\$14.5833 \times 40 = \583.33 straight time) and \$1,738.66 ($\$14.5833 \times .5$
6 $= \$7.29$; $\$14.5833 + \$7.29 = \$21.87 \times 79.5 = \$1,738.66$ overtime). Thus, based on the hourly
7 rate of pay identified on her pay stubs, Ms. Page was underpaid, \$1,447.00 for this pay period
8 alone.

9 21. Exhibit 2 shows just one example of the many pay periods whereby Ms. Page
10 worked over 40 hours in one week, but was not compensated for the hours worked in excess of
11 40 hours during that workweek at the overtime compensation premium of one and one half times
12 her regular rate for the hours worked in excess of forty (40) hours in that workweek and pursuant
13 to federal law.

14 22. The policies and practices of Defendants at all relevant times have been
15 substantially similar, if not identical, for all non-exempt employees it employs. Upon information
16 and belief, Defendants did not pay any of its non-exempt hourly employees overtime at their
17 applicable overtime premium rate of pay when they worked over 40-hours in a workweek.

18 Plaintiff's Nevada Law Claims

19 23. The minimum wage in Nevada for employees who are not offered health benefits
20 is \$8.25 per hour. Under Article 15 Section 16 of the Nevada Constitution an employer can only
21 take advantage of the lower-tier minimum wage amount of \$7.25 if the employer offers health
22 benefits to its employees and dependents "at a total cost to the employee for premiums of not
23 more than 10 percent of the employee's gross taxable income." Plaintiff and similarly situated
24 hourly employees were paid an effective hourly rate of less than \$8.25 even though Defendants
25 did not and does not offer health benefits to its nonexempt employees at a rate less than 10% of
26 their gross income. Defendants thus failed to pay employees the correct minimum hourly rate of
27 pay.
28

1 24. Despite making less than \$8.25 per hour, Defendants never paid Plaintiff daily
2 overtime when she worked over 8 hours in a workday.

3 25. Even though Plaintiff worked 24-hour shifts, and indicated such on her time cards,
4 Defendants only paid Plaintiff an hourly rate based on substantially less hours worked. *See*
5 Exhibit 2, "Timesheet & Earnings Statement for pay period of 3/20/2017 through 3/25/2017."

6 26. For example, using the pay period in Exhibit 1, Plaintiff worked six days and was
7 paid a total of \$875.00. Plaintiff's effective hourly wage rate was \$7.32 for non-overtime hours
8 ($\$875/119.5 = \7.32), which is below the statutory minimum wage of \$8.25. Plaintiff should
9 have been paid \$396.00 ($\8.25×48 straight time hours) and \$885.17 ($\12.38×71.5 overtime
10 hours) for a total of \$1,281.17. Thus, based on the statutory minimum wage, Ms. Page was
11 underpaid, \$406.17 for this pay period alone.

12 27. The policies and practices of Defendants at all relevant times have been
13 substantially similar, if not identical, for all non-exempt employees it employs. Upon information
14 and belief, Defendants did not pay any of its non-exempt hourly employees overtime at their
15 applicable regular rate of pay when they worked over eight (8) hours in a workday and over forty
16 (40) hours in a workweek.

17 COLLECTIVE ACTION ALLEGATIONS

18 28. Plaintiff realleges and incorporates by this reference all the paragraphs above in
19 this Complaint as though fully set forth herein.

20 29. Plaintiff brings this action on behalf of herself and all other similarly situated and
21 typical employees as a collective action under the federal Fair Labor Standards Act ("FLSA").
22 Plaintiff brings this action on behalf of herself and the following Class of individuals:

- 23 A. **FLSA CLASS:** All current and former employees of Defendants in the
24 State of Nevada who worked as non-exempt employees at any time during
25 the relevant time period.

26 30. With regard to the conditional certification mechanism under the FLSA, Plaintiffs
27 are similarly situated to those that they seek to represent for the following reasons, among others:
28

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Defendants employed Plaintiff as an hourly-paid employee who did not receive overtime premium pay at one and one-half times the regular rate of pay for all hours worked over forty (40) hours in a workweek.
- b. Plaintiff's situation is similar to those she seeks to represent because Defendants failed to pay Plaintiff and all other Class Members with the knowledge acquiescence and/or approval (tactic as well as expressed) of Defendants' managers and agents, their correct overtime rate when they worked over 40 hours in a workweek.
- c. Common questions exist as to whether Defendants failed to pay Plaintiff and Class Members their correct overtime rate of pay for hours worked over 40 in a workweek.
- d. Upon information and belief, Defendants employ, and have employed, in excess of 30 Class Members within the applicable statute of limitations.

- 31. The statute of limitations under the FLSA is 3 years for willful violations.
- 32. Plaintiff has signed a Consent to Sue form, which attached hereto as Exhibit 2.

CLASS ACTION ALLEGATIONS

33. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

34. Plaintiff brings this action on behalf of herself and the following Classes of individuals:

- A. **Minimum Wage Class:** "All hourly paid non-exempt persons employed by Defendants who were paid less than an effective hourly rate of less than \$8.25 per non-overtime hour worked in the state of Nevada within 2 years from the filing of this Complaint until judgment."
- B. **Daily Overtime Class:** "All current and former employees of Defendants in the state of Nevada who earned less than one and one-half times their regular rate of pay for hours worked in excess of 8 hours in a workday during the relevant time period."

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. Continuation Wage Class: "All Class members who are former employees."

35. NRCP Rule 23 Class treatment for all claims alleged in this complaint is appropriate in this case for the following reasons:

A. The Class is Sufficiently Numerous: Upon information and belief, Defendants employs, and have employed, 30 or more Class Members within the applicable statute of limitations.

B. Common Questions of Law and Fact Exist: Common questions of law and fact exist and predominate as to Plaintiff and Class members including, without limitation:

- 1) Whether Defendants' policy of paying Plaintiff and the Minimum Wage Class member less than \$8.25 was lawful;
- 2) Whether Defendants' policy of not paying Plaintiff and all other members of the Daily Overtime Class one and one-half times their regular rate for all hours worked in excess of 8 hours in a workday violates Nevada overtime laws.
- 3) Whether Plaintiff and the Continuation Wage Subclass members may recover 60-days additional wages for Defendants' daily overtime violations.

C. Plaintiff's Claims are Typical to Those of Fellow Class Members: Plaintiff's claims for minimum wage for all hours at the applicable tier of the minimum wage is typical to all other members of the Minimum Wage Class. Plaintiff's claim for daily overtime violations is typical to all other members of the Daily Overtime Class who were not paid one and one-half times their regular rate for all hours worked in excess of 8 hours a workday. Plaintiff's claim for continuation wages as a result of not receiving overtime pay is similarly typical to all other members of the Subclass.

D. Plaintiff is an Adequate Representatives of the Class: Plaintiff will fairly and adequately represent the interests of Class Members because Plaintiff is a member of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

the Classes, she has common issues of law and fact with members of the classes, and her claims are typical to other Class Members.

36. Predominance/Superiority: Common questions predominate and a class action is superior to other available means for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense. Furthermore, the expenses and burden of individualized litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of the FLSA, 29 U.S.C. § 207

(On Behalf of Plaintiff and the FLSA Class and against ALL Defendants)

37. Plaintiff realleges and incorporates by reference all the paragraphs above in the Complaint as though fully set forth herein.

38. 29 U.S.C. Section 207(a)(1) provides as follows: "Except as otherwise provided in the section, no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed."

39. By failing to compensate Plaintiff and Class Members for all the time they were suffered and/or permitted to work, Defendants failed to pay Plaintiff and the CLASS the correct overtime premium pay for all hours worked in excess of forty (40) hours in a week and in violation of 29 U.S.C. Section 207(a)(1).

40. Wherefore, Plaintiff demands for herself and for all others similarly situated, that Defendants pay Plaintiff and CLASS Members one and one-half times their regular hourly rate

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 763-5027
Email info@thiermanbuck.com www.thiermanlaw.com

of pay for all hours worked in excess of forty (40) hours a week during the relevant time period together with liquidated damages, attorneys' fees, costs, and interest as provided by law.

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages in Violation of the Nevada Constitution

(On Behalf of Plaintiff and the Minimum Wage Class Against Defendants Waleran Enterprises,

INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

41. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

42. Article 15 Section 16 of the Nevada Constitution sets forth the requirements the minimum wage requirements in the State of Nevada ("MWA"). The MWA sets forth a two-tiered minimum wage, equal to \$7.25 or \$8.25 for the relevant time period covered in this action.

43. In order to pay the lower tier minimum wage amount, an employer must offer health benefits to its employees and the dependents of the employees "at a total cost to the employee for premiums of not more than 10 percent of the employee's gross taxable income from the employer."

44. As alleged herein, Defendants paid Plaintiff and all other members of the Class less than the higher-tier minimum wage rate but have failed to offer health benefits to its employees and the employees' dependents at a total cost to the employee for premiums of not more than 10% of the employees' gross taxable income.

45. By unlawfully paying Plaintiff and members of the Class less than the applicable minimum wage rate of \$8.25, Defendants have failed to compensate Plaintiff and members of the Class at the minimum wage rate for all the hours that they worked pursuant to the Nevada Constitution.

46. Wherefore, Plaintiff demands for herself and for all other Class Members that Defendants pay Plaintiff and Class Members their unpaid minimum wages for all hours worked during the relevant time period alleged herein together with attorneys' fees, costs, interest, and punitive damages, as provided by law.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email: info@thiermanbuck.com www.thiermanlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018

(On Behalf of Plaintiff and the Daily Overtime Class Against Defendants Waleran Enterprises, INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

47. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

48. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

49. NRS 608.018(1) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate less than 1 1/2 times the minimum rate prescribed pursuant to NRS 608.250 works: (a) More than 40 hours in any scheduled week of work; or (b) More than 8 hours in any workday unless by mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work.

50. Defendants failed to pay Plaintiff and Daily Overtime Class members daily overtime premium pay for all hours worked over eight (8) hours in a workday, in violation of NRS 608.140 and 608.018(1)(b).

51. Wherefore, Plaintiff demands for herself and for Daily Overtime Class members that Defendants pay Plaintiff and Daily Overtime Class members one and one-half times their "regular rate" of pay for all hours worked in excess of eight (8) hours in a workday during the relevant time period alleged herein together with attorneys' fees, costs, and interest as provided by law.

FOURTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due and Owing Upon Termination Pursuant to NRS 608.140 and 608.020-.050

(On Behalf of Plaintiff and the Continuation Wage Class Against Defendants Waleran Enterprises, INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1 52. Plaintiff realleges and incorporates by this reference all the paragraphs above in
2 this Complaint as though fully set forth herein.

3 53. NRS 608.140 provides that an employee has a private right of action for unpaid
4 wages.

5 54. NRS 608.020 provides that “[w]henver an employer discharges an employee, the
6 wages and compensation earned and unpaid at the time of such discharge shall become due and
7 payable immediately.”

8 55. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who
9 fails to pay a discharged or quitting employee: “Within 3 days after the wages or compensation
10 of a discharged employee becomes due; or on the day the wages or compensation is due to an
11 employee who resigns or quits, the wages or compensation of the employee continues at the same
12 rate from the day the employee resigned, quit, or was discharged until paid for 30-days,
13 whichever is less.”

14 56. NRS 608.050 grants an “employee lien” to each discharged or laid-off employee
15 for the purpose of collecting the wages or compensation owed to them “in the sum agreed upon
16 in the contract of employment for each day the employer is in default, until the employee is paid
17 in full, without rendering any service therefor; but the employee shall cease to draw such wages
18 or salary 30 days after such default.”

19 57. By failing to pay Plaintiff Page and the Continuation Wage Class members
20 overtime as described above, Defendants have failed to pay the Continuation Wage Class
21 Members all their wages due and owing at the time of their separation from employment.

22 58. Despite demand, Defendants willfully refuses and continues to refuse to pay
23 Plaintiff Page and all Continuation Wage Class members the overtime wages that were due and
24 owing upon the termination of their employment.

25 59. Wherefore, Plaintiff Page demands thirty (30) days wages under NRS 608.140
26 and 608.040, and an additional thirty (30) days wages under NRS 608.140 and 608.050, for
27 herself and all Waiting Time Penalty Class members during the relevant time period alleged
28 herein together with attorneys’ fees, costs, and interest as provided by law.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1 FIFTH CAUSE OF ACTION

2 **Breach of Contract**

3 (On Behalf of Plaintiff and the Nevada Classes Against Defendants Waleran Enterprises,
4 INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

5 60. Plaintiff realleges and incorporates by this reference all the paragraphs above in
6 this Complaint as though fully set forth herein.

7 61. At all times relevant herein, Defendants had an agreement with Plaintiff and with
8 every NEVADA Class Member to pay an agreed upon hourly wage rate for all hours they worked
9 for Defendants. Indeed, Defendants offered to pay Plaintiff and NEVADA Class Members a
10 specific rate of pay in exchange for Plaintiff and NEVADA Class Members' promise to perform
11 work for Defendants. Plaintiff and the Nevada Class were not volunteers. Plaintiff and the
12 Nevada Classes showed up for work and worked their required hours, yet Defendants did not pay
13 them the agreed upon rate of pay for all hours actually worked.

14 62. Defendants breached its agreement with Plaintiff and NEVADA Class Members
15 by failing to compensate them for all hours worked at the agreed upon rate of pay.

16 63. As a result of Defendants' breach, Plaintiff and NEVADA Class Members have
17 suffered economic loss that includes lost wages and interest.

18 64. The statute of limitations for breach of a written agreement is six years.

19 65. The parties' wage agreement necessarily incorporated all applicable provisions of
20 both state and federal law. NRS 608.100(1). ("It is unlawful for any employer to: (b) Pay a lower
21 wage, salary or compensation to an employee than the amount that the employer is required to
22 pay to the employee by virtue of any statute or regulation or by contract between the employer
23 and the employee[.]").

24 66. Wherefore, Plaintiff demands for herself and for Daily Overtime Class members
25 that Defendants pay Plaintiff and Nevada Class members their agreed upon rate of pay for all
26 hours worked and their daily overtime compensation for all hours worked in excess of eight (8)
27 hours in a workday during the relevant time period alleged herein together with attorney's fees,
28 costs, and interest as provided by law.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email: info@thiermanbuck.com www.thiermanlav.com

1 SIXTH CAUSE OF ACTION

2 Quantum Meruit/Unjust Enrichment

3 (On Behalf of Plaintiff and the On Behalf of Plaintiff and the Nevada Classes Against
4 Defendants Waleran Enterprises, INC., dba Brightstar Care Reno, and Brightstar Group
5 Holdings, Inc.)

6 67. Plaintiff realleges and incorporates by reference all the paragraphs above in the
7 Complaint as though fully set forth herein.

8 68. Plaintiff performed labor for Defendants and for Defendants' benefit.

9 69. By virtue of performing labor in the state of Nevada, Plaintiff expects to be
10 compensated according to the laws of the state of Nevada.

11 70. Similarly, by employing persons in the state of Nevada, Defendants are obligated
12 to comply with the wage and hour laws of the state of Nevada. Indeed, "[i]t is unlawful for any
13 employer to: (b) Pay a lower wage, salary or compensation to an employee than the amount that
14 the employer is required to pay to the employee by virtue of any statute or regulation or by
15 contract between the employer and the employee[.]" NRS 608.100(1).

16 71. By failing to pay Plaintiff and the Minimum Wage Class members the minimum
17 wage mandated by law, Defendants have been unjustly enriched and have engaged in unfair
18 competition with other Nevada businesses that compensate employees in accordance with the
19 laws of this State

20 72. By failing to pay Plaintiff and the Nevada Class members their agreed upon rate
21 of pay for all hours worked and their daily overtime compensation for all hours worked in excess
22 of eight (8) hours in a workday as mandated by law, Defendants have been unjustly enriched and
23 have engaged in unfair competition with other Nevada businesses that compensate employees in
24 accordance with the laws of this State.

25 73. Wherefore, Plaintiff demands for herself and for Class Members the correct
26 minimum wage and the overtime rate for all the overtime hours worked during the relevant time
27 period alleged herein together with attorney's fees, costs, and interest as provided by law.

28 ///

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1 JURY TRIAL DEMANDED

2 Plaintiff hereby demands a jury trial pursuant to Nevada Rule of Civil Procedure 38.

3 PRAYER FOR RELIEF

4 Wherefore Plaintiff, by herself and on behalf of all Class and Subclass members, pray for
5 relief as follows relating to their class action allegations:

- 6 1. For an order conditionally certifying the action under the FLSA and providing
7 notice to all FLSA Class members so they may participate in the lawsuit;
- 8 2. For an order appointing Plaintiff as the Representative of the Class and Subclasses
9 and her counsel as Class Counsel;
- 10 3. For damages according to proof for overtime compensation for all hours worked
11 over 40 per week;
- 12 4. For liquidated damages pursuant to 29 U.S.C. § 261(b);
- 13 5. For an order certifying the Class and Subclass under Nevada Rule of Civil
14 Procedure 23;
- 15 6. For an order appointing Plaintiff as the Representatives of the Class and
16 Subclasses and her counsel as Class Counsel;
- 17 7. For damages according to proof for the applicable minimum rate pay under the
18 Nevada Constitution for all hours worked;
- 19 8. For damages according to proof for overtime compensation under NRS 608.140
20 and 608.018 for all hours worked for those employees who earned a regular rate
21 of less than one and one-half times the minimum wage for hours worked in excess
22 of 8 hours per workday;
- 23 9. For continuation wages pursuant to NRS 608.140 and 608.040-.050;
- 24 10. For a lien on the property where Plaintiff and all Nevada Class Members labored
25 pursuant to NRS 608.050;
- 26 11. For injunctive relief;
- 27 12. For declaratory relief;
- 28 13. For damages pursuant to Defendants' breach of contract;

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 14. For damages pursuant to Defendants' unjust enrichment;
- 15. For interest as provided by law at the maximum legal rate;
- 16. For reasonable attorneys' fees authorized by statute;
- 17. For costs of suit incurred herein;
- 18. For pre-judgment and post-judgment interest, as provided by law, and
- 19. For such other and further relief as the Court may deem just and proper.

AFFIRMATION

The undersigned does hereby affirm that the preceding document filed in the Second Judicial District Court of the State of Nevada, County of Washoe, does not contain the social security number of any person.

DATED: November 14, 2018

s/Mark R. Thierman

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Attorneys for Plaintiff

Index of Exhibits

NO.	DESCRIPTION	NO. OF PAGES
1.	Consent to Join Form by Erin Page	1
2.	Timesheet & Earnings Statement for pay period of 3/20/2017 through 3/25/2017.	2

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Electronically
CV18-01544
2018-11-14 04:05:49 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6976971 : pmsewell

EXHIBIT 1

Consent to Sue

EXHIBIT 1

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Mark R. Thierman, Nev. Bar No.
8285 mark@thiermanbuck.com
Joshua D. Buck, Nev. Bar No. 12187
josh@thiermanbuck.com
Leah L. Jones, Nev. Bar No. 13161
leah@thiermanbuck.com
THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, Nevada 89511
Tel: (775) 284-1500
Fax: (775) 703-5027

Attorneys for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE
COUNTY OF WASHOE

EMILY PAGE, on behalf of herself and all
others similarly situated,

Plaintiffs,

vs.

WALERAN ENTERPRISES, INC., dba
BRIGHTSTAR CARE RENO, and DOES 1
through 50, inclusive,

Defendant(s).

Case No.: CV18-01544

Dept. No.: 8

CONSENT TO SUE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to the Fair Labor Standards Act, 29 U.S.C.S. § 216(b), the undersigned hereby gives my consent in writing to become a party plaintiff against my Employer, Former Employer, and/or any and all its affiliated entities identified below. I authorize the filing of a copy of this consent form in Court. I further consent to join this and/or any subsequent or amended suit against the same or related defendant for wage and hour violations.

Dated this 20th, day of June, 2018

Name: Erin Page
(Please Print)

Signature: 

Employer: BrightStar Care

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email: info@thiermanbuck.com; www.thiermanbuck.com

FILED
Electronically
CV18-01544
2018-11-14 04:05:49 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6976971 : pmsewell

EXHIBIT 2

Timesheet & Earnings Statement

EXHIBIT 2

BrightStar of Reno: Client Service Weekly Care Record & Timesheet

Observations Noted								Services Delivered							
	M	T	W	T	F	S	S		M	T	W	T	F	S	S
Mental Status: (every shift)								1-HYGIENE							
ALERT		✓	✓	✓	✓	✓	✓	2-SHOWER			✓	✓			
CONFUSED								3-BED BATH							
DROWSY								4-SHAMPOO			✓	✓			
Comments: STATUS CHANGE MUST DOCUMENT AND CALLED INTO								5-HAIR CARE		✓	✓	✓	✓	✓	
Communication: (every shift)								5-ORAL HYGIENE							
CONVERSES WITH CAREGIVER Y/N	✓	✓	✓	✓	✓	✓	✓	7-SHAVING							
APPEARS TO UNDERSTAND Y/N	✓	✓	✓	✓	✓	✓	✓	8-DRESSING		✓	✓	✓	✓	✓	✓
SPEECH EASY TO FOLLOW Y/N	✓	✓	✓	✓	✓	✓	✓	9-TOILETING							
Comments: Changes in speech must be documented. For slurred speech or drastic change call the office								10-INCONTINENCE CARE							
Elimination (if collected/Hygiene is part of POC)								11-SKIN CARE		✓	✓	✓	✓	✓	✓
a-SOWEL MOVEMENTS (N)								12-ASSISTANCE							
b-NUMBER OF URINEVOIDS (#)								13-FALL RISK/PERCAUTIONS							
c-CONTINENT Y/N?	✓	✓	✓	✓	✓	✓	✓	13A-ASSISTIVE DEVICES							
Comments: a and b only if POC indicates monitoring. E if POC								13B-ASSISTING WITH TRANSFER							
Includes hygiene								13C-ASSIST WITH AMBULATION							
SKIN (if hygiene is part of POC)								14-REPOSITIONED CL HRS							
INTACT Y/N?	✓	✓	✓	✓	✓	✓	✓	15-EXERCISE PER (PT, OT, SLP)							
BRUISES/REDNESS? Y/N	✓	✓	✓	✓	✓	✓	✓	16-LIGHT HOUSEWORK		✓	✓	✓	✓	✓	✓
CLEAN/NOT CLEAN	C	C	C	C	C	C	C	17-LAUNDRY		✓	✓	✓	✓	✓	✓
Comments: If hygiene in POC document any changes or areas listed above on each observation.								18-LINEN CHANGE							
APPEALS (if client's part of POC)								19-DEFECATION							
GOOD (usual)	✓	✓	✓	✓	✓	✓	✓	19-PREPARED MEALS		✓	✓	✓	✓	✓	✓
FAIR (less than usual)								20-FEEDING							
POOR (didn't eat, refused)								21-ENCOURAGE FLUIDS		✓	✓	✓	✓	✓	✓
Comments: loss of appetite must be documented and reason if given.								22-TRANSPORTATION							
								23-Hand washing (N)		✓	✓	✓	✓	✓	✓
								Comments: You must at minimum wash your hands at arrival and departure. You also wash with each task performed i.e. showers, meal prep, linen change. If 4 tasks then a MINIMUM of 6 hand washings should be documented							

Hours Worked:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Shift One:	Start Time: <u>3:30</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	
	End Time:						
Shift Two:	Start Time:						
	End Time:						
Shift Three:	Start Time:						
	End Time: <u>12PM</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	<u>DM</u>	
Total Hours Worked:	<u>11.5</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>12</u>	
Carer Signature: <u>[Signature]</u>	Initials: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	
Client Signature: _____	Initials: _____	_____	_____	_____	_____	_____	

ATTN Client: by initialling and signing above you are confirming services performed and dates and time of service.

Supervisor: _____ Date: _____

CO. FILE DEPT. CLOCK NUMBER 030
 0YO 646813 0000017377 1

BRIGHTSTAR OF RENO
 241 RIDGE STREET
 SUITE 330
 RENO, NV 89501

Earnings Statement



Period Beginning: 03/20/2017
 Period Ending: 03/26/2017
 Pay Date: 03/31/2017

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 NV: No State Income Tax

ERIN PAGE
 15730 DRY VALLEY RD
 RENO NV 89608

Earnings	rate	hours	this period	year to date
Regular	14.5833	50.00	\$75.00	1,177.81
Overtime				16.25
Gross Pay			\$875.00	1,194.06

Deductions	Statutory		
Federal Income Tax		-65.01	55.01
Social Security Tax		-54.25	74.03
Medicare Tax		-12.60	17.31
Net Pay		\$743.06	
Net Check		\$743.06	

Your federal taxable wages this period are \$875.00

© 2007 ADP INC. All Rights Reserved.

22070000

1 REBECCA BRUCH, ESQ. (SBN 7289)
2 ERICKSON, THORPE & SWAINSTON, LTD.
3 99 W. Arroyo Street
4 Reno, Nevada 89509
5 Tel. (775)786-3930
6 Fax. (775)786-4160
7 rbruch@etsreno.com
8 *Attorneys for Defendants*

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

ERIN PAGE, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

PETER MORRIS, WALERAN
ENTERPRISES, INC., dba
BRIGHTSTAR CARE RENO,
BRIGHTSTAR GROUP HOLDINGS,
INC. and DOES 1 through 50, inclusive,

Defendant(s).

Case No. CV18-01544

Dept. No.: 8

DEFENDANT PETER MORRIS'
ANSWER TO FIRST AMENDED
COMPLAINT

Defendant PETER MORRIS ("Morris") by and through his attorney of record,
REBECCA BRUCH, ESQ. of ERICKSON, THORPE & SWAINSTON, LTD., hereby
files his answer to Plaintiff's *First Amended Collective and Class Action Complaint (Lien
Request Pursuant to NRS 608.05, Jury Trial Demanded)* on file herein by admitting,
denying and alleging as follows:

JURISDICTION AND VENUE

1. The averments in Paragraph 1 are averments of legal conclusions rather
than statements of fact. To the extent the court determines the averments are statements
of fact, Defendant Morris denies each, every and all such statements.

2. The averments in Paragraph 2 are averments of legal conclusions rather
than statements of fact. To the extent the court determines the averments are statements
of fact, Defendant Morris denies each, every and all such statements.

1 of fact, Defendant Morris denies each, every and all such statements.

2 24. Defendant Morris denies the averments contained in Paragraph 24.

3 25. Defendant Morris denies the averments contained in Paragraph 25.

4 26. The averments in Paragraph 26 are averments of legal conclusions rather
5 than statements of fact. To the extent the court determines the averments are statements
6 of fact, Defendant Morris denies each, every and all such statements.

7 27. Defendant Morris denies the averments contained in Paragraph 27.

8 COLLECTIVE ACTION ALLEGATIONS

9 28. Defendant Morris adopts by reference and incorporates herein each, every
10 and all of his admissions, denials and averments to Paragraph 1 through 27 of the First
11 Amended Complaint as if the same were set forth in full at this point.

12 29. The allegations contained in Paragraph 29 (including its subpart) contain no
13 charging averments as against Defendant Morris and for that reason, no response is
14 required. If, however, the Court deems any of the averments contained in said paragraph
15 to be applicable to Defendant Morris, Defendant Morris denies the same.

16 30. The averments in Paragraph 30 are averments of legal conclusions rather
17 than statements of fact. To the extent the court determines the averments are statements
18 of fact, Defendant Morris denies each, every and all such statements.

19 a. Defendant Morris denies the averments contained in Paragraph 30a.

20 b. Defendant Morris denies the averments contained in Paragraph 30b.

21 c. Defendant Morris denies the averments contained in Paragraph 30c.

22 d. Defendant Morris denies the averments contained in Paragraph 30d.

23 31. The averments in Paragraph 31 are averments of legal conclusions rather
24 than statements of fact. To the extent the court determines the averments are statements
25 of fact, Defendant Morris denies each, every and all such statements.

26 32. Defendant Morris is without knowledge or information sufficient to form a
27 belief as to the truth of the averments contained in Paragraph 32 and therefore denies
28 each, every and all of the same.

CLASS ACTION ALLEGATIONS

1
2 33. Defendant Morris adopts by reference and incorporates herein each, every
3 and all of his admissions, denials and averments to Paragraph 1 through 32 of the First
4 Amended Complaint as if the same were set forth in full at this point.

5 34. The allegations contained in Paragraph 34 (including its subparts) contain
6 no charging averments as against Defendant Morris and for that reason, no response is
7 required. If, however, the Court deems any of the averments contained in said paragraph
8 to be applicable to Defendant Morris, Defendant Morris denies the same.

9 35. The averments in Paragraph 35 are averments of legal conclusions rather
10 than statements of fact. To the extent the court determines the averments are statements
11 of fact, Defendant Morris denies each, every and all such statements.

12 A. The averments in Paragraph 35A are averments of legal conclusions
13 rather than statements of fact. To the extent the court determines the averments are
14 statements of fact, Defendant Morris denies each, every and all such statements.

15 B. The averments in Paragraph 35B (including its subparts) are
16 averments of legal conclusions rather than statements of fact. To the extent the court
17 determines the averments are statements of fact, Defendant Morris denies each, every and
18 all such statements.

19 C. The averments in Paragraph 35C are averments of legal conclusions
20 rather than statements of fact. To the extent the court determines the averments are
21 statements of fact, Defendant Morris denies each, every and all such statements.

22 D. The averments in Paragraph 35D are averments of legal conclusions
23 rather than statements of fact. To the extent the court determines the averments are
24 statements of fact, Defendant Morris denies each, every and all such statements.

25 36. The averments in Paragraph 36 are averments of legal conclusions rather
26 than statements of fact. To the extent the court determines the averments are statements
27 of fact, Defendant Morris denies each, every and all such statements.

28 ///

1 FIRST CAUSE OF ACTION

2 **Failure to Pay Overtime Wages in Violation of FLSA, 29 U.S.C. § 207**

3 (On Behalf of Plaintiff and the FLSA Class and against ALL Defendants)

4 37. Defendant Morris adopts by reference and incorporates herein each, every
5 and all of his admissions, denials and averments to Paragraph 1 through 36 of the First
6 Amended Complaint as if the same were set forth in full at this point.

7 38. The allegations contained in Paragraph 38 contain no charging averments
8 as against Defendant Morris and for that reason, no response is required. If, however, the
9 Court deems any of the averments contained in said paragraph to be applicable to
10 Defendant Morris, Defendant Morris denies the same.

11 39. Defendant Morris denies the averments contained in Paragraph 39.

12 40. Defendant Morris denies the averments contained in Paragraph 40.

13 SECOND CAUSE OF ACTION

14 **Failure to Pay Minimum Wages in Violation of the Nevada Constitution**

15 (On Behalf of the Minimum Wage Class Against Defendant Waleran Enterprises, INC.

16 dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

17 41. Defendant Morris adopts by reference and incorporates herein each, every
18 and all of his admissions, denials and averments to Paragraph 1 through 40 of the First
19 Amended Complaint as if the same were set forth in full at this point.

20 42. The allegations contained in Paragraph 42 contain no charging averments
21 as against Defendant Morris and for that reason, no response is required. If, however, the
22 Court deems any of the averments contained in said paragraph to be applicable to
23 Defendant Morris, Defendant Morris denies the same.

24 43. The allegations contained in Paragraph 43 contain no charging averments
25 as against Defendant Morris and for that reason, no response is required. If, however, the
26 Court deems any of the averments contained in said paragraph to be applicable to
27 Defendant Morris, Defendant Morris denies the same.

28 44. The allegations contained in Paragraph 44 contain no charging averments

1 as against Defendant Morris and for that reason, no response is required. If, however, the
2 Court deems any of the averments contained in said paragraph to be applicable to
3 Defendant Morris, Defendant Morris denies the same.

4 45. The allegations contained in Paragraph 45 contain no charging averments
5 as against Defendant Morris and for that reason, no response is required. If, however, the
6 Court deems any of the averments contained in said paragraph to be applicable to
7 Defendant Morris, Defendant Morris denies the same.

8 46. The allegations contained in Paragraph 46 contain no charging averments
9 as against Defendant Morris and for that reason, no response is required. If, however, the
10 Court deems any of the averments contained in said paragraph to be applicable to
11 Defendant Morris, Defendant Morris denies the same.

12 **THIRD CAUSE OF ACTION**

13 **Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018**
14 (On Behalf of Plaintiff and the Daily Overtime Class Against Defendant Waleran
15 Enterprises, INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

16 47. Defendant Morris adopts by reference and incorporates herein each, every
17 and all of his admissions, denials and averments to Paragraph 1 through 46 of the First
18 Amended Complaint as if the same were set forth in full at this point.

19 48. The allegations contained in Paragraph 48 contain no charging averments
20 as against Defendant Morris and for that reason, no response is required. If, however, the
21 Court deems any of the averments contained in said paragraph to be applicable to
22 Defendant Morris, Defendant Morris denies the same.

23 49. The allegations contained in Paragraph 49 contain no charging averments
24 as against Defendant Morris and for that reason, no response is required. If, however, the
25 Court deems any of the averments contained in said paragraph to be applicable to
26 Defendant Morris, Defendant Morris denies the same.

27 50. The allegations contained in Paragraph 50 contain no charging averments
28 as against Defendant Morris and for that reason, no response is required. If, however, the

1 Court deems any of the averments contained in said paragraph to be applicable to
2 Defendant Morris, Defendant Morris denies the same.

3 51. The allegations contained in Paragraph 51 contain no charging averments
4 as against Defendant Morris and for that reason, no response is required. If, however, the
5 Court deems any of the averments contained in said paragraph to be applicable to
6 Defendant Morris, Defendant Morris denies the same.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Timely Pay All Wages Due and Owing Upon Termination Pursuant to**
9 **NRS 608.140 and 608.020-.050**

10 (On Behalf of Plaintiff and the Continuation Wage Class Against Defendants Waleran
11 Enterprises, INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

12 52. Defendant Morris adopts by reference and incorporates herein each, every
13 and all of his admissions, denials and averments to Paragraph 1 through 51 of the First
14 Amended Complaint as if the same were set forth in full at this point.

15 53. The allegations contained in Paragraph 53 contain no charging averments
16 as against Defendant Morris and for that reason, no response is required. If, however, the
17 Court deems any of the averments contained in said paragraph to be applicable to
18 Defendant Morris, Defendant Morris denies the same.

19 54. The allegations contained in Paragraph 54 contain no charging averments
20 as against Defendant Morris and for that reason, no response is required. If, however, the
21 Court deems any of the averments contained in said paragraph to be applicable to
22 Defendant Morris, Defendant Morris denies the same.

23 55. The allegations contained in Paragraph 55 contain no charging averments
24 as against Defendant Morris and for that reason, no response is required. If, however, the
25 Court deems any of the averments contained in said paragraph to be applicable to
26 Defendant Morris, Defendant Morris denies the same.

27 56. The allegations contained in Paragraph 56 contain no charging averments
28 as against Defendant Morris and for that reason, no response is required. If, however, the

1 Court deems any of the averments contained in said paragraph to be applicable to
2 Defendant Morris, Defendant Morris denies the same.

3 57. The allegations contained in Paragraph 57 contain no charging averments
4 as against Defendant Morris and for that reason, no response is required. If, however, the
5 Court deems any of the averments contained in said paragraph to be applicable to
6 Defendant Morris, Defendant Morris denies the same.

7 58. The allegations contained in Paragraph 58 contain no charging averments
8 as against Defendant Morris and for that reason, no response is required. If, however, the
9 Court deems any of the averments contained in said paragraph to be applicable to
10 Defendant Morris, Defendant Morris denies the same.

11 59. The allegations contained in Paragraph 59 contain no charging averments
12 as against Defendant Morris and for that reason, no response is required. If, however, the
13 Court deems any of the averments contained in said paragraph to be applicable to
14 Defendant Morris, Defendant Morris denies the same.

15 **FIFTH CAUSE OF ACTION**

16 **Breach of Contract**

17 (On Behalf of Plaintiff and the Nevada Classes Against Defendants Waleran Enterprises,
18 INC., dba Brightstar Care Reno, and Brighstar Group Holdings, Inc.)

19 60. Defendant Morris adopts by reference and incorporates herein each, every
20 and all of his admissions, denials and averments to Paragraph 1 through 59 of the First
21 Amended Complaint as if the same were set forth in full at this point.

22 61. The allegations contained in Paragraph 61 contain no charging averments
23 as against Defendant Morris and for that reason, no response is required. If, however, the
24 Court deems any of the averments contained in said paragraph to be applicable to
25 Defendant Morris, Defendant Morris denies the same.

26 62. The allegations contained in Paragraph 62 contain no charging averments
27 as against Defendant Morris and for that reason, no response is required. If, however, the
28 Court deems any of the averments contained in said paragraph to be applicable to

1 Defendant Morris, Defendant Morris denies the same.

2 63. The allegations contained in Paragraph 63 contain no charging averments
3 as against Defendant Morris and for that reason, no response is required. If, however, the
4 Court deems any of the averments contained in said paragraph to be applicable to
5 Defendant Morris, Defendant Morris denies the same.

6 64. The allegations contained in Paragraph 64 contain no charging averments
7 as against Defendant Morris and for that reason, no response is required. If, however, the
8 Court deems any of the averments contained in said paragraph to be applicable to
9 Defendant Morris, Defendant Morris denies the same.

10 65. The allegations contained in Paragraph 65 contain no charging averments
11 as against Defendant Morris and for that reason, no response is required. If, however, the
12 Court deems any of the averments contained in said paragraph to be applicable to
13 Defendant Morris, Defendant Morris denies the same.

14 66. The allegations contained in Paragraph 66 contain no charging averments
15 as against Defendant Morris and for that reason, no response is required. If, however, the
16 Court deems any of the averments contained in said paragraph to be applicable to
17 Defendant Morris, Defendant Morris denies the same.

18 **SIXTH CAUSE OF ACTION**

19 **Quantum Meruit/Unjust Enrichment**

20 (On Behalf of Plaintiff and the Nevada Classes Against Defendant Waleran Enterprises,
21 INC., dba Brightstar Care Reno, and Brightstar Group Holdings, Inc.)

22 67. Defendant Morris adopts by reference and incorporates herein each, every
23 and all of his admissions, denials and averments to Paragraph 1 through 66 of the First
24 Amended Complaint as if the same were set forth in full at this point.

25 68. The allegations contained in Paragraph 68 contain no charging averments
26 as against Defendant Morris and for that reason, no response is required. If, however, the
27 Court deems any of the averments contained in said paragraph to be applicable to
28 Defendant Morris, Defendant Morris denies the same.

1 69. The allegations contained in Paragraph 69 contain no charging averments
2 as against Defendant Morris and for that reason, no response is required. If, however, the
3 Court deems any of the averments contained in said paragraph to be applicable to
4 Defendant Morris, Defendant Morris denies the same.

5 70. The allegations contained in Paragraph 70 contain no charging averments
6 as against Defendant Morris and for that reason, no response is required. If, however, the
7 Court deems any of the averments contained in said paragraph to be applicable to
8 Defendant Morris, Defendant Morris denies the same.

9 71. The allegations contained in Paragraph 71 contain no charging averments
10 as against Defendant Morris and for that reason, no response is required. If, however, the
11 Court deems any of the averments contained in said paragraph to be applicable to
12 Defendant Morris, Defendant Morris denies the same.

13 72. The allegations contained in Paragraph 72 contain no charging averments
14 as against Defendant Morris and for that reason, no response is required. If, however, the
15 Court deems any of the averments contained in said paragraph to be applicable to
16 Defendant Morris, Defendant Morris denies the same.

17 73. The allegations contained in Paragraph 73 contain no charging averments
18 as against Defendant Morris and for that reason, no response is required. If, however, the
19 Court deems any of the averments contained in said paragraph to be applicable to
20 Defendant Morris, Defendant Morris denies the same.

21 RESPONSE TO PRAYER FOR RELIEF

22 1. Defendant denies the averments contained in Paragraph 1 of Plaintiff's
23 Prayer for Relief.

24 2. Defendant denies the averments contained in Paragraph 2 of Plaintiff's
25 Prayer for Relief.

26 3. Defendant denies the averments contained in Paragraph 3 of Plaintiff's
27 Prayer for Relief.

28 4. Defendant denies the averments contained in Paragraph 4 of Plaintiff's

1 Prayer for Relief.

2 5. Defendant denies the averments contained in Paragraph 5 of Plaintiff's

3 Prayer for Relief.

4 6. Defendant denies the averments contained in Paragraph 6 of Plaintiff's

5 Prayer for Relief.

6 7. Defendant denies the averments contained in Paragraph 7 of Plaintiff's

7 Prayer for Relief.

8 8. Defendant denies the averments contained in Paragraph 8 of Plaintiff's

9 Prayer for Relief.

10 9. Defendant denies the averments contained in Paragraph 9 of Plaintiff's

11 Prayer for Relief.

12 10. Defendant denies the averments contained in Paragraph 10 of Plaintiff's

13 Prayer for Relief.

14 11. Defendant denies the averments contained in Paragraph 11 of Plaintiff's

15 Prayer for Relief.

16 12. Defendant denies the averments contained in Paragraph 12 of Plaintiff's

17 Prayer for Relief.

18 13. Defendant denies the averments contained in Paragraph 13 of Plaintiff's

19 Prayer for Relief.

20 14. Defendant denies the averments contained in Paragraph 14 of Plaintiff's

21 Prayer for Relief.

22 15. Defendant denies the averments contained in Paragraph 15 of Plaintiff's

23 Prayer for Relief.

24 16. Defendant denies the averments contained in Paragraph 16 of Plaintiff's

25 Prayer for Relief.

26 17. Defendant denies the averments contained in Paragraph 17 of Plaintiff's

27 Prayer for Relief.

28 18. Defendant denies the averments contained in Paragraph 18 of Plaintiff's

1 Prayer for Relief.

2 19. Defendant denies the averments contained in Paragraph 19 of Plaintiff's
3 Prayer for Relief.

4 AFFIRMATIVE DEFENSES

5 **FIRST AFFIRMATIVE DEFENSE**

6 The allegations and averments contained in Plaintiff's First Amended Complaint
7 both as a matter of fact and as a matter of law do not set forth a cognizable basis for the
8 maintenance of a class action lawsuit.

9 **SECOND AFFIRMATIVE DEFENSE**

10 At all times denying any negligence, fault or responsibility on Defendant Morris'
11 behalf, Defendant Morris avers that if he is found to be negligent, at fault or otherwise
12 responsible for Plaintiff's injuries or damages, if any there were but without admitting the
13 same, the principles of law and equity relative to comparative negligence and fault
14 require that the proportionate or relative degrees of negligence, fault or responsibility of
15 all parties involved in the incident be ascertained so that this Defendant Morris be liable
16 to Plaintiff, if at all, for no more than an amount equal to this Defendant Morris'
17 proportionate or relative degree of negligence, fault or responsibility, if any there is.

18 **THIRD AFFIRMATIVE DEFENSE**

19 Defendant Morris is informed and believes and thereupon avers that Plaintiff
20 consented to the matters referred to in the First Amended Complaint.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 Plaintiff's First Amended Complaint fails to state a claim upon which relief can be
23 granted in favor of Plaintiff or against Defendant Morris.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Defendant Morris is informed and believes and thereupon avers that Plaintiff
26 failed to mitigate Plaintiff's losses and damages, if any there were.

27 **SIXTH AFFIRMATIVE DEFENSE**

28 Defendant Morris is informed and believes that the Plaintiff failed to plead her

1 claims with the requisite degree of specificity.

2 SEVENTH AFFIRMATIVE DEFENSE

3 Defendant Morris at all times acted in good faith.

4 EIGHTH AFFIRMATIVE DEFENSE

5 Defendant Morris allege that because the First Amended Complaint herein is
6 couched in conclusionary terms, Defendant Morris cannot fully anticipate all affirmative
7 defenses that may be applicable to the within action. Accordingly, the right to assert
8 additional affirmative defenses, if and to the extent that such affirmative defenses are
9 applicable, is hereby reserved.

10 **AFFIRMATION: The undersigned does hereby affirm that this document does not**
11 **contain the social security number of any person.**

12 DATED this 7th day of February, 2019.

13 ERICKSON, THORPE & SWAINSTON, LTD

14
15 By: /s/ Rebecca Bruch
16 REBECCA BRUCH, ESQ. (SBN7289)
17 99 West Arroyo Street
18 Reno, Nevada 89509
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of ERICKSON, THORPE & SWAINSTON, LTD.,
99 West Arroyo Street, Reno, Nevada 89509; over the age of 18 years, and not a party to
the within action; that I served a copy of the foregoing document via electronic service to
the following recipients:

Mark R. Thierman, Esq.
Joshua D. Buck, Esq.
Leah L. Jones, Esq.
THIERMAN BUCK, LLP
7287 Lakeside Drive
Reno, NV 89511
mark@theirmanbuck.com
josh@theirmanbuck.com
leah@theirmanbuck.com

Dated this 7th day of February, 2019.

/s/ Jennifer Jacobsen
Jennifer Jacobsen

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MARCH 13, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C –
PUBLIC COMMENTS – ACTUAL EVIDENCE OF WATER/SEWER SUBSIDIES
TO IVGID OWNED COMMERCIAL RECREATIONAL BUSINESS ENTERPRISES**

Introduction: I keep telling the Board and the public that IVGID staff exist to prey upon local property owners. Like a predator preying upon fresh meat, to financially support over compensated and over benefited senior staff who oversee an unbelievable nearly 1,000 fellow public employee colleagues¹. First, IVGID assesses and levies local property owners its own *ad valorem* tax, in addition to the *ad valorem* tax Washoe County assesses and levies. Second, IVGID assesses local property/dwelling unit owners an invalid special tax it disingenuously and artfully labels Beach (“BFF”) and/or Recreation (“RFF”) Facility “Fees.” Third, IVGID compels all inhabitants of Incline Village/Crystal Bay who generate solid waste² to pay another invalid tax (which is passed onto solid waste customers by Waste-Management³) assessed at 10% of a customer’s solid waste bill⁴; one which it disingenuously and artfully labels a “fee.” Fourth, notwithstanding local property/dwelling unit owners are already involuntarily financially supporting the District’s commercially operated money losing⁵ recreational

¹ Go to <https://transparentnevada.com/salaries/2017/incline-village-general-improvement-district/>.

² NRS 318.170(1)(b) “compel(s) all owners of inhabited property in the district to use the district’s system for the collection and disposal of sewage, garbage and other refuse, either as to liquid wastes, or solid wastes, or both liquid wastes and solid wastes.”

³ Although it should be obvious that IVGID’s franchise fee is incorporated into Waste Management’s fee schedule as one of its cost elements, ¶11.2(b) at page 12 of the solid waste franchise agreement provides further evidence that this fee is passed on to rate payers: “if the District increase(s) the Franchise Fee or imposes any other fee during (the term of) this Franchise...the rates set forth...shall be adjusted” by the amount of the increase. This page, together with an asterisk next to the language which provides for the passing on of this increase, is attached as Exhibit “A” to this written statement.

⁴ See ¶12.1 which appears at page 13 of solid waste franchise agreement between IVGID/Reno Disposal Co. dba Incline Sanitation Co. aka Waste-Management [the “solid waste franchise agreement” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/General_Business_Item_G.3._Franchise_Agreement_July72016.pdf)]. This page, together with an asterisk next to the language which provides for this franchise fee, is attached as Exhibit “B” to this written statement.

⁵ The RFF represents the difference between revenues and expenses assigned by staff (whether or not the assignment is proper) to “recreation” in the District’s Community Services Special Revenue Fund [see pages 27-28 of the current fiscal year’s budget (https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Annual_Budget_FY2018-19.pdf) (the “2018-19 budget”)]. Here \$21,309,849 of budgeted revenues (including \$5,588,050 of RFFs) plus \$2,601,540 of accumulated funds on deposit (the difference between a beginning fund balance of \$11,515,351 and an ending fund balance of \$8,913,811) minus \$23,911,389 of budgeted expenses (these pages are attached as Exhibit “C” to this written statement). Remove the RFF subsidy and budgeted expenses exceed revenues by \$5,588,050 *to the penny!* Similarly, the BFF represents the difference between revenues and expenses assigned by staff

business enterprises with their *ad valorem* taxes and the RFF/BFF, they are required to pay “user fees” (just like the world’s tourists who neither pay *ad valorem* taxes nor the RFF/BFF to IVGID) to actually access and use those recreational facilities and the services they offer. And now we have evidence that IVGID staff are using preferential, discriminatory and unlawful⁶ water and sewer rates local residents are compelled to pay² to further subsidize the District’s money losing⁵ commercially operated recreational business enterprises. And that’s the purpose of this written statement.

Rather Than to IVGID’s Money-Losing Commercially Operated Business Enterprises, “a City’s First Duty is to its...Inhabitants Who...Have a Preferred Claim to the Benefits Resulting From Public Ownership”⁷ of Their Water and Sewer Systems: At the Board’s January 23, 2019 meeting IVGID’s Director of Public Works, Joe Pomroy, presented his annual water/sewer rate study. At pages 20-21 of the materials he prepared in anticipation of that meeting⁸, Mr. Pomroy told the Board and the public:

“The American Water Works Association (“AWWA”) has (a)...manual on Principles of Water Rates, Fees, and Charges⁷ (“the AWWA Manual” which was)...first written in 1954...(and) developed by industry experts over decades using the best practices that have been implemented in the industry (which)...assists all water agencies in developing and implementing rate structures...The District has a long history (25 plus years) of using the principles in this AWWA Manual for determining the type of rate structure...we have...The rate structure utilized by the District is (allegedly) a best practice supported by the AWWA and...similar to water rate structures across the United States.”

Given the AWWA Manual expressly instructs that when it comes to water/sewer rates a city’s first duty is to its residential customers who have a preferred claim as to benefits⁷, if anyone should benefit from IVGID’s ownership of Incline Village’s/Crystal Bay’s public water and sewer systems, *it should be the residential user rather than IVGID’s money losing⁵ commercially operated recreational businesses such as Diamond Peak and IVGID’s two golf courses!* Yet as the Board and the public will

(whether or not the assignment is proper) to the “beaches” in the District’s Beach Special Revenue Fund (see page 29 of the 2018-19 budget). Here \$2,334,625 of budgeted revenues (including \$969,500 of BFFs) minus \$2,287,060 of budgeted expenses plus \$47,565 of accumulated funds on deposit [the difference between a beginning fund balance of \$1,444,497 and an ending fund balance of \$1,492,062 (this page is attached as Exhibit “D” to this written statement)]. Remove the BFF subsidy and budgeted expenses exceed revenues by \$969,500, *to the penny!* Translation: the RFF/BFF are direct subsidies for staffs’ overspending budgeted to “recreation” and “the beaches.”

⁶ See NRS 704.040(2) which makes “every unjust and unreasonable charge for service of a public utility...unlawful.”

⁷ See page 298 of the AWWA Manual re: Principles of Water Rates, Fees and Charges, 6th Ed.

⁸ Go to https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT_Packet_Regular_1-23-19.pdf (“the 1/23/019 Board packet”).

see, staff have created preferential and discriminatory utility rates for itself which are subsidized by those who are supposed to be entitled to the benefit of public ownership; i.e., the residential user.

What Are the Monthly Water Rates the Median Residential Customer⁹ Pays? A base fee of \$11.23, a water capital improvement charge (“CIC”) of \$14.80, an administrative service charge of \$3.76, a variable water consumption charge of \$1.50/1,000 gallons of use, an excess water charge¹⁰ [“that portion of the monthly billing (allegedly) to pay (the) excess costs of supplying water above baseline amounts”¹⁰] of \$2.43 or \$3.73 once more than 20,000 gallons are used in a billing period¹¹, and a \$1.50 defensible space charge.

What Difference Do These Numbers Make if They Represent “Average” or Median Rates?

Given I don’t believe the median residential customer uses 72,000 gallons of water per year, and now I have provided evidence that neither do staff⁹, what difference does the distinction make? Insofar as the comparisons I am about to make, *A BIG DIFFERENCE!*

⁹ Who is “the median residential water customer?” Although I don’t necessarily agree, the latest (February 2019) “IVGID Public Works News(letter)” tells rate payers that this is the water customer who uses 72,000 gallons annually (6,000 gallons/month). The first page of this newsletter together with an asterisk next to the representation is attached as Exhibit “E” to this written statement.

But as is typically the case with IVGID staff, they speak out of both sides of their mouths, and oftentimes, both sides are not the same. Attached as Exhibit “L” to this written statement is page 23 from the 1/23/2019 Board packet. I have placed an asterisk next to the following: “the following table provides the average monthly water and sewer utility bill for *our average residential user* (72,000 gallons water use per year).

Attached as Exhibit “M” to this written statement are copies of my utility bills for the period January 19-February 18, 2019 and February 19-March 18, 2019. I have placed asterisks next to the following language: “consumption for (the) median single family user during (the) current month: 2,342” and “1,912,” respectively

So is the residential customer’s use of 6,000 gallons of water per month the average, or the median? Or is it neither because in reality, the residential customer’s use of 2,342 gallons (at least between mid-January and mid-February) or 1,912 gallons (at least between mid-February and mid-March) is really the median?

¹⁰ See ¶2.24 at page 11 of current water ordinance No. 4 [“the water ordinance” (https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_4_-_2018_-_Approved_Resolution_1862.pdf)].

¹¹ Each 1,000 gallons in excess of 20,000 gallons is charged \$2.43 (62% *more* than the base charge) up to 60,000 gallons. Thereafter, each 1,000 gallons is charged \$3.73 (148.67% *more* than the base charge).

First of all, does the reader understand the difference between the two? Do staff? Insofar as the latter is concerned, assuming they do understand the difference, again *we have evidence of intentional staff wrongdoing* (attempting to confuse the reader into believing the two are the same).

What is the Average? In this context we take the total amount of water used in a monthly billing period, and divide it by the total number of residential users. Given IVGID tells us there are 8,058 users¹², at an average of 6,000 gallons of water use per month for each user, the total amount of water used would be 48,348,000 gallons. And 6,000 gallons per residential user would be the average.

What is the Median? In this context we take the mid-point number of users where half use more than 6,000 gallons/month, and half use less. Typically this number will be higher than the average, especially where there are a high number of higher than the median use. How much higher?

What Are the Monthly Water Rates IVGID's Golf Courses and Diamond Peak Pay? The very same rates the median residential customer pays with the following two exceptions. First, IVGID's recreational facilities are granted an exemption from paying excess water charges¹³. Second, their water CICs are based upon the diameter of their water meters or capacity to deliver "x" amount of water within "y" amount of time¹⁴. Therefore, if these facilities have a:

1. 3" water meter, they are assigned a CAF of 10.00, and pay 10 times the water CIC the residential customer pays¹⁵;

2. 4" water meter, they are assigned a CAF of 16.67, and pay 16.67 times the water CIC the residential customer pays; and,

3. 10" water meter, they are assigned a CAF of 76.65, and pay 76.65 times the water CIC the residential customer pays.

¹² Attached and marked as Exhibit "N" to this written statement is page 87 from IVGID's 2015-16 Budget (https://www.yourtahoeplace.com/uploads/pdf-ivgid/2015-2016_Budget_Book.pdf). There I have placed an asterisk next to staffs' representation there are approximately 8,058 water users.

¹³ See ¶2.40 at page 13 of the water ordinance. The "Public Service Recreation" exemption which exempts "accounts where the primary irrigation water use is for outdoor parks and recreation accessible to the public...(such as) parks and recreation facilities, golf courses, snowmaking, and school playgrounds and fields...(are exempted from paying) excess water charges."

¹⁴ This formula is labeled a "Capacity Adjustment Factor" ["CAF" (see ¶2.12 at pages 9-10 of the water ordinance)]. The CAF ranges from 1.00 for residential customers to 76.65 for commercial customers with a 10" diameter water meter (see Exhibit "H" below).

¹⁵ See page 47 of the water ordinance which sets forth the CAF and multiplication factor assigned to the diameter a water customer's water meter. This page is attached as Exhibit "H" to this written statement.

Let's Examine One Select Month's Worth of Water Charges Billed to IVGID's Two Golf Courses for Irrigation Purposes, and Diamond Peak for Man Made Snowmaking Purposes: It has taken some effort, however, I have obtained copies of water bills for the meters delivering water at IVGID's two golf courses and Diamond Peak. So the Board and the public can see what I see, I have attached the following bills for a single month's usage, which are collectively marked as Exhibit "F" to this written statement:

1. **Championship Golf Course:** 5th, 7th, 10th, and 15th Tees, plus the driving range;
2. **Mountain Golf Course:** 5th, 12th and 14th Tees; and,
3. **Diamond Peak:** Snowmaking.

What Do These *Monthly* Water Bills Show:

1. Championship Golf Course:

- a) 5th Tee – 3,684,800 gallons of water usage, no excess water charges, a 4" diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$5,737.93;
- b) 7th Tee – 2,588,200 gallons of water usage, no excess water charges, a 4" diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$3,960.73;
- c) 10th Tee – 4,152,800 gallons of water usage, no excess water charges, a 4" diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$5,209.78;
- d) 15th Tee – 3,313,600 gallons of water usage, no excess water charges, a 4" diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$5,056.93; and,
- e) Driving Range – 844,000 gallons of water usage, no excess water charges, a 3" diameter water meter¹⁷, a CAF of 10.00, a CIC of \$112.30, and a total water bill of \$1,433.01.

2. Mountain Golf Course:

- a) 5th Tee – 1,729,800 gallons of water usage, no excess water charges, a 4" diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$2,892.28;

¹⁶ This fact can be determined from Exhibit "H." Divide the monthly water CIC charge (here \$246.72) by the base charge (here \$11.23) and one gets a CAF of 16.67 which corresponds to a 4" water meter.

¹⁷ This fact can be determined from Exhibit "H" as well. Divide the monthly water CIC charge (here \$112.30) by the base charge (here \$11.23) and one gets a CAF of 10.00 which corresponds to a 3" water meter.

- b) 12th Tee – 2,800,900 gallons of water usage, no excess water charges, a 4” diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$4,505.08; and,
- c) 14th Tees – 901,500 gallons of water usage, no excess water charges, a 4” diameter water meter¹⁶, a CAF of 16.67, a CIC of \$246.72, and a total water bill of \$1,656.73.

3. Diamond Peak:

- a) Snowmaking – 22,906,060 gallons of water usage, no excess water charges, a 10” diameter water meter¹⁸, a CAF of 76.65, a CIC of \$1,109.13, and a total water bill of \$35,143.94.

So What Are We Talking About Combined For This One Month’s Worth of Water Use for just these nine meters? 42,921,660 gallons of water usage, no excess water charges, CICs of \$2,655.66, and a total water bill of \$65,596.41. Let’s put these numbers into perspective insofar as just these nine water meters are concerned:

A1. IVGID used 7,153.61 times the water used by the median residential customer, assuming the median residential customer used 6,000 gallons⁹;

2. Given IVGID reports that “the District reads approximately 4,450 meters...covering...8,058... water...customers,”¹² from just these nine meters, IVGID in essence used as much water as 89% of all other users in our community;

3. Yet IVGID charged itself 179.44 times the CIC (\$14.80) paid by the residential customer;

4. And it only paid \$1,780.58 (\$65,596.41) times the amount (\$36.84¹⁹) the median residential customer paid;

5. Since 7,153.61 times the CIC paid by the residential customer totals \$105,873.43, IVGID proportionately under paid itself \$103,207.77; and,

6. Since 7,153.61 times the bill the median residential customer paid totals \$263,538.99, IVGID proportionately under paid itself \$197, 942.58.

And Remember, This is For But One Month’s Worth of Water Use to a Very Limited Number of Water Meters!

¹⁸ This fact can be determined from Exhibit “H” as well. Divide the monthly water CIC charge (here \$1,109.13) by the base charge (here \$11.23) and one gets a CAF of 76.65 which corresponds to a 10” water meter.

¹⁹ See page 14 of the 1/23/2019 Board packet.

Did IVGID Use More Water For its Recreational Facilities Than the Numbers Shared Above?
YES! These numbers have nothing to do with IVGID's other commercially operated businesses (like its restaurants, food courts, catering/food & beverage, the beaches, Village Green, Preston Field, Incline Park, etc.). And when these other numbers are factored in, an already unfair, unjust, and unreasonable rate structure is made even more unfair, unjust and unreasonable.

If IVGID Didn't Have its Public Service Recreation Exemption¹³ it Has Created For Itself, How Much *More* in Excess Water Charges Would Each of These Nine Meters Have Been Charged?

1. Championship Golf Course:

- a) 5th Tee – \$25,414.16;
- b) 7th Tee – \$27,859.57;
- c) 10th Tee – \$24,370.52;
- d) 15th Tee – \$26,241.93; and,
- e) Driving Range – \$13,515.62.

2. Mountain Golf Course:

- a) 5th Tee – \$29,773.81;
- b) 12th Tee – \$27,385.25; and,
- c) 14th Tees – \$31,620.92.

3. Diamond Peak:

- a) Snowmaking – \$112,075.00.

Combined, What Are We Talking About in Under Charges For Just One Month's Worth of Excess Water Use? A whopping \$318,256.77!

If IVGID Were Paying CICs For These Meters Based Upon its Actual Proportional Water Use Compared to That of the Median Residential Customer, How Much *More* in CICs Would Each of These Nine Meters Have Be Charged?

1. Championship Golf Course:

- a) 5th Tee – \$16,795.48;
- b) 7th Tee – \$11,723.71;
- c) 10th Tee – \$18,959.98;
- d) 15th Tee – \$15,078.68; and,

e) Driving Range – \$3,791.20.

2. **Mountain Golf Course:**

a) 5th Tee – \$7,753.61;

b) 12th Tee – \$12,707.44; and,

c) 14th Tees – \$3,922.72.

3. **Diamond Peak:**

a) Snowmaking – \$105,124.21.

Combined, What Are We Talking About in Under Charges For Just One Month's Worth of Water CIC Charges? Another whopping \$195,857.02!

The District's Infrastructure Requirements For a Delivery and Storage System For Itself Are Massive Compared to Those For the Median Residential Customer: I presented a written statement on this very subject at the Board's January 23, 2019 meeting. That statement²⁰ (which is attached as Exhibit "A" to the minutes of that meeting) reads as follows:

"Snowmaking can demand as much as 3,000 gallons a minute, which is equal to 50% of the rate we are able to pump water out of the Lake...Diamond Peak can use from 20 to 40 million gallons of water for snowmaking...in a season... During a cold spell this winter, Diamond Peak used nearly 3 million gallons in a 24-hour period (compared to)...4.6 million gallons used community wide."

In order to accommodate these demands, Diamond Peak requires high capacity "water (storage) tanks...and pumps;" pumps and storage tanks the single family residential customer do not require.

So why spread these capital, maintenance and repair costs (which are unique to this class of customer), over IVGID's single family residential customers?

Attached as Exhibit "G" to This Written Statement is a Spreadsheet Which Itemizes Each of the Foregoing Numbers So the Reader Can See For Him/Herself Exactly Where They Came From: Now consider this. First, these numbers *don't* reflect the sewer rate subsidies the District's money losing commercially operated recreational business enterprises are realizing. That subject is discussed below. And second, assume for the moment that the monthly water use for the median residential customer were 3,000 gallons rather than the 6,000 gallons upon which all of my proportional projections have been based. It would mean that the *real* water subsidy being realized by the

²⁰ See pages 459-467 of the packet of materials prepared by staff in anticipation of the Board's January 23, 2019 meeting ["the 1/23/2019 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_2-6-19.pdf)].

District's money losing commercially operated recreational business enterprises at residential customers' expense, *is double the \$421,474.54 indicated!*

Contrary to Staff's Representations, IVGID's Preferential and Discriminatory Water Rate Structure is *Not* a Best Practice Supported by the AWWA, Nor is it Similar to Water Rate Structures Across the United States: Page 296 of the AWWA Manual mandates that water "rates must be just... reasonable and bear a rational relationship to a legitimate government interest." Given IVGID's water rates to its money losing commercial recreation business enterprises are unreasonably preferential and discriminatory, according to the AWWA Manual, they are unreasonable. Moreover, I know of no other rate structure across the United States which provides for unreasonably preferential and discriminatory rates.

Page 75 of the AWWA Manual goes on to observe that "the ideal solution to developing rates for water utility customers is to assign cost responsibility to each individual customer served and to develop rates that reflect that cost." In other words, the job of rate making regulators is "*to assign costs to individually identified classes of customers in a nondiscriminatory, cost responsive manner so that (those) rates can be designed to closely meet the cost of providing service to such customer classes.*" For this reason page 76 of the AWWA Manual instructs that where a water supplier has "*customers with individual water-use characteristics, service requirements, or other factors that differentiate them from other customers with regard to cost responsibility...as is often the case for... parks, fields, and golf courses...where such loads are significant in the system...the(y)...should have a separate class designation.*" Given "Irrigation is characterized by the relatively high demands it places on the water system...establishment of a *separate class designation* is warranted (especially) when (as here) separate metering for...irrigation is available." For this reason page 77 of the AWWA Manual instructs that "the significant demands caused by irrigation can be recognized and reflected in the cost to provide this service."

Given IVGID's Grossly Disproportional Water Use, and the Fact its Rate Structure Fails to Recognize a Separate Recreation Business Enterprise Class of Customer, Demonstrates its Utility Rate Structure is Neither a Best Practice Nor Supported by the AWWA.

Are You Starting to Get the Picture?

Unlike Water Rates, Staff Has Created a Preferential and Discriminatory Sewer Rate Structure Which in *Not* Supported by a Manual Developed by Industry Experts: On February 12, 2019 I made a public records request for "any written materials used by staff(, similar to the AWWA Manual,) to justify (their) proposed sewer rate" increases. Unbelievably, staffs' February 14, 2019 response was: "there are no public records to provide."²¹ Given CIC sewer rates are created the same way CIC water

²¹ A copy of this string of e-mails with an asterisk next to staffs' response is attached as Exhibit "I" to this written statement.

rates are created²² under the current rate structure, the Board and the public now have evidence that staff have created preferential, disproportional and discriminatory sewer rates which benefit the District's money losing⁵ commercially operated recreation business enterprises at the expense of IVGID's residential customers. Moreover, this methodology has been created *out of thin air!*

What Are the Monthly Sewer Rates the Median Residential Customer⁹ Pays? A sewer CIC charge of \$30.70, an administrative service charge of \$3.76, and a variable water consumption charge of \$3.10/1,000 gallons of water use²³.

What Are the Monthly Sewer Rates Diamond Peak's Base Lodge Pays? The very same rates the residential customer pays with one notable exception: the sewer CIC is based upon the diameter of its water meter or capacity to deliver "x" amount of water within "y" amount of time¹³; its CAF. Given the Base Lodge's water meter has a 2" water meter²³, its CAF is 5.33²⁴, and it pays 5.33 times the sewer CIC the residential customer pays¹⁴. This is grossly unfair.

Let's Examine One Select Month's Worth of Sewer Charges Billed to Diamond Peak's Base Lodge: Again, I have obtained copies of sewer bills for Diamond Peak's Base Lodge. I am suggesting the Board and the public look at the utility bills to this IVGID facility because this is where Diamond Peak's bathrooms and food preparation court are housed, and these are the sources for the discharge of sewer effluent into the public's sewer system. So the Board and the public can see what I see, I have attached the Base Lodge water/sewer bill for the single monthly period of April 18, 2018 through May 18, 2018, as Exhibit "J" to this written statement.

Here we see that the Base Lodge paid a sewer CIC charge that was 5.33 times the sewer CIC charge paid by the median residential customer. Although IVGID uses water consumption to determine sewer variable charges²⁵, and here it used 57,130 gallons of water during this month long billing period, I and others I know feel a methodology that pegs sewer use to water consumption is unfair, unjust and unreasonable.

Notwithstanding GM Pinkerton repetitively tells us he is able to determine the number of folks in town based upon the volume of sewer effluent disposed into the public's sewer system, he doesn't seem to be able to report the volume of sewer effluent each sewer customer actually disposes into

²² In other words, using a CAF system based upon water usage [see page 45 of Ordinance No. 2 {https://www.yourtahoepace.com/uploads/pdf-public-works/Ordinance_2_-_2018_-_Approved_Resolution_1861.pdf} ("the sewer ordinance")]. A copy of this page is attached as Exhibit "O" to this written statement.

²³ This fact can be determined from Exhibit "O."

²⁴ Divide the monthly sewer base charge by the monthly sewer CIC and one gets a CAF of 5.33 which according to Exhibit "O" corresponds to a 2" water meter.

²⁵ ¶2.45 at page 15 of the sewer ordinance states that "variable (sewer) cost is calculated based on water use." Also see the asterisk next to the quoted language on Exhibit "O."

the public's sewer system. Instead, staff have come up with an arbitrary determination based upon water usage²⁶. And as I have demonstrated, the diameter of a water meter has little relevance to the volume of sewer effluent each sewer customer discharges into the public's sewer system.

Consider that most toilets these days use between 1.2-2 gallons of water per flush. Based upon the median residential customer's alleged use of 6,000 gallons of water per month, this translates into between 3,000-5,000 *flushes per month*! I dare say that few if any residential customers, especially those who leave their Incline Village/Crystal Bay second/vacation homes vacant for much of the year, flush their toilets this many times in a year (let alone a month). Yet this is the volume of sewer effluent they're being charged for their variable use of the public's sewer system²⁷.

Now let's compare this use to the Diamond Peak Base Lodge where food is prepared and public toilets are used to accommodate the sometimes 5,000 or greater number of visitors who visit Diamond Peak on a busy weekend or holiday day. How many flushes are we talking about now? How much food stuff is being flushed down the drain compared to that of the median residential sewer customer? Is the answer anywhere near the paltry 5.33 times that of the residential customer that the Base Lodge is being charged in sewer CIC charges?

What about the infrastructure improvements required to remove and treat the effluent the Diamond Peak Base Lodge discharges into the public's sewer system compared to that required for the residential customer? When you start dissecting the basics of staff's rate structure, it doesn't take long to come to the conclusion that just like the District's recreational facility water charges, Diamond Peak's Base Lodge's sewer charges are grossly unfair, unjust and unreasonable because they are tied to water use and the CAF.

The Evidence Suggests That the Staff Pushing These Water/Sewer Rate Increases Are Partial Because They Benefit Personally if Their Proposed Increases Are Approved: Beginning "with the 2012-13 budget year, Public Works began accumulating \$2M per year in savings for the construction of (phase II of) the Effluent Export Project."²⁸ In anticipation, a series of 10% or greater annual single family sewer rate increases were approved by the Board. That approval was in response to Joseph Pomroy's utility rate study on February 9, 2011. In that study Mr. Pomroy told the Board that "it (wa)s

²⁶ Given not all water supplied to a water customer is discharged into the public's sewer system, what is the relevance of water consumption?

²⁷ Notwithstanding, variable sewer charges are capped for residential customers during the months of May-November (see note 2 on Exhibit "O"). During those months "variable sewer cost(s) shall be (based upon) the lesser of...3,000 gallons (or actual)...metered water use."

²⁸ See Joseph Pomroy's 2017 utility rate study which appears at page 13 of the packet of materials prepared by staff in anticipation of the Board's February 8, 2017 meeting ["the 2/8/2017 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_2-8-2017.pdf)]. This page with an asterisk next to the quoted language is attached as Exhibit "P" to this written statement.

prudent to begin the replacement of (an) additional six miles of pipeline at a cost of \$23M over the next ten years,²⁹ and that sewer rates for single family users would have to increase a whopping 11.5%³⁰! And that commencing in fiscal year 2012-13, the District would begin accumulating \$2M annually towards this project³¹.

It was approximately a year later, just after GM Pinkerton began his tenure with IVGID, that I and others learned that Mr. Pomroy had been awarded a \$10,000 merit bonus³² for successfully pushing through this rate increase which started the community down the alleged \$2M/year accumulation towards phase II of the effluent pipeline project. This fact prompted me to make a March 16, 2012 public records request "to examine records evidencing bonuses paid to IVGID employees (including Mr. Pomroy) for (their) 2011 work." And Ms. Herron's response? Ignore (aka CONCEALMENT). So after allowing several months to lapse, on July 6, 2012 I reiterated my records request asking if Ms. Herron intended to make the requested records available for my examination? And her response? Ignore (aka CONCEALMENT)³³.

If staff had nothing to hide, the requested records would have been made available for my examination. Because they weren't, we all have a pretty good idea of what they would have revealed; a \$10K bonus to public employee Joseph Pomroy for successfully carrying out what the public has now learned was a ruse³⁴.

Will Mr. Pomroy earn another bonus if his current proposed water/sewer rate increases are approved by our "rubber stamp" board? Will the public be able to learn the truth if he does?

²⁹ See page 3 of the packet of materials prepared by staff in anticipation of the Board's February 9, 2011 meeting ("the 2/9/2011 Board packet"). Copies of that page along with the following page 4 with an asterisk next to the quoted language are attached as Exhibit "Q" to this written statement.

³⁰ See page 4 of Exhibit "Q" where I have placed an asterisk next to the represented 11.5% increase.

³¹ At the Board's February 23, 2011 meeting, Mr. Pomroy submitted a proposed five multi-year capital improvement plan ("CIP"). Page 34 of the Board packet for that meeting included a spread-sheet which evidenced the proposed \$2M annual CIP accumulation. A copy of that page with an asterisk next to the proposed annual accumulation is attached as Exhibit "R" to this written statement.

³² Show me another public agency that pays bonuses to its rank and file public employees, for doing nothing more than their public jobs.

³³ My e-mail records request which references my earlier March 16, 2012 request is attached as Exhibit "S" to this written statement.

³⁴ See pages 136-154 of the 1/23/2019 Board packet, and 247-248 of the packet of materials prepared by staff in anticipation of the Board's February 27, 2019 meeting ["the 2/27/2019 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_2-27-19.pdf)]. There I demonstrate where staff has been invading these accumulations for all sorts of projects unrelated to the project description for phase II of the effluent pipeline project. Thus making the initial representation a ruse.

Regardless of the answers to these questions, when you have someone who is supposed to be conducting a fair and impartial utility rate study, cherry picking data and misrepresenting facts because he/she stands to gain personally if he/she is successful, the study is biased and fundamentally flawed. This is the very reason I and others have asked the Board to hire an independent, unbiased consultant to conduct the public's utility rate study. And it is the reason why this Board needs to conduct an investigation to learn of the past bonuses Mr. Pomroy has been paid.

And Just So the Public Knows, Three Members of the Board *JUST DON'T CARE*: On February 28, 2019 I sent the Board copies of some of the water bills I have shared in this written statement along with an e-mail which asked members intervene to end the impermissible preferences and discriminatory rates described above. I asked that rather than listening to the biased, cherry picked presentation by staff, the Board "create a new customer class whose rates are fair with respect to the demands the(ir members) place on the public's water system."³⁵ The reader can see where I stated that if three members of the Board didn't "step in and do something...then it (wa)s clear *YOU JUST DON'T CARE!*"

Have these three Board members stepped in? Is this matter agendaized for discussion and possible action as I requested? Since the answers to these questions are no and no, it's now clear for all to see that **these three Board members simply *DO NOT CARE!*** Stated differently, they care more about the costs staff's money losing⁵ commercially operated recreational business enterprises which are marketed to the world's tourists incur, than the disproportional water and sewer costs imposed on local residential rate payers even though as I have demonstrated, it is the latter for whom preferences are supposed to be granted.

Conclusion: If the Board doesn't take charge and budget so local parcel/dwelling unit owners don't pay more than what is necessary to make the public's water and sewer systems for their demands, all its members will be doing is giving GM Pinkerton more money to waste on the garbage he has been wasting it on ever since he came to Incline Village³⁶. That's not the purpose of our water and sewer rates. And for those parcel/dwelling unit owners who may be reading this written statement, now you know where your water/sewer rates *really go* because they don't go to pay for

³⁵ A copy of this e-mail with an asterisk next to the quoted language is attached as Exhibit "K" to this written statement. I now make the same request insofar as the sewer CICs IVGID's commercial business enterprises are charged.

³⁶ Let me provide two examples of that garbage. Do you realize that IVGID spends nearly \$50,000 annually on a lobbyist in Washington, D.C? Do you realize the justification is to obtain federal grants to repair our effluent pipeline when no grant moneys have been generated in more than five years? Do you realize that IVGID spends roughly \$10,000 annually for Chairperson Kendra Wong, GM Pinkerton and either Joe Pomroy or Director of Recreation Indra Winqest to lobby our Congressional representatives for these same federal grants? Or maybe excess federal lands which will expand IVGID's footprint and at the same time the subsidies local property owners/water/sewer customers are compelled to pay.

the actual costs IVGID incurs to make the public's water and sewer systems available to be used by you.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

(b) Beginning with the rate adjustment scheduled for July 1, 2020, if the Collector's Return on Revenue for the prior calendar year exceeds fifteen percent (15%), the Collector shall not be entitled to the annual CPI rate adjustment for that year.

(c) Regardless of the actual change in the CPI, the annual CPI rate increase in any year shall not be greater than six percent (6%) nor less than zero percent (0%), unless Collector is not entitled to an annual rate adjustment pursuant to subsection (a) or (b) above.

(d) On or before April 1st of each year, Collector shall notify the District of the rate adjustment allowed under this Section 11.1, and shall provide all reasonable supporting documentation (e.g., statement of operations, CPI calculations, etc.). Submittal of the request and supporting documentation is necessary to accommodate the District's review of the adjustment and the District's adoption of its annual budget on or about the third Thursday of May.

11.2. Other Rate Adjustments. In addition to the annual rate adjustment in Section 11.1 above, the rates set forth in Exhibit B shall be adjusted at any time during the Term of the Franchise for the following reasons:

(a) If the District requires changes in the Services or the addition of new services that result in increases in cost to Collector; or

(b) If the District increase the Franchise Fee or imposes any other fee during this Franchise. ✱

Rate Review. Notwithstanding the rates established in Exhibit B or the annual adjustments under Section 11.1 above, the Parties agree that the Return on Revenue is nine percent (9%) for the Services provided under this Franchise. In establishing rates, the District and Collector agree:

(c) The District may, from time to time, revise the Rate Schedule, Exhibit B. The District or the Collector may request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated. In the event the Collector requests a rate revision, the District shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than one hundred twenty (120) days from the date the request was made, or the date the Collector provided the District with all documentation necessary to substantiate the Collector's request for a rate revision, whichever is later.

(d) In determining reasonable rates, the District shall consider all relevant factors, and the Parties shall work in good faith to develop and adjust rates, as necessary, to allow Collector to earn the Return on Revenue. The District agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Collector. Rates shall be adequate to provide a Return on Revenue equal to nine percent (9%); however, the District shall not be required to adjust rates if the Return on Revenue in the projected year is expected to exceed nine percent (9%). The Parties agree that the 9% Return on Revenue is considered sufficient to reflect the level

EXHIBIT "B"

of business risk assumed by the Collector, to allow investment in equipment, and to ensure quality collection Service under normal operating conditions. The Collector shall ensure that any transactions or agreements entered into between itself and any parent company, subsidiary, sister company, or any other entity partially or entirely under common ownership with the Collector are commercially reasonable.

12. FRANCHISE FEE.

12.1. From the Effective Date, Collector shall pay to the District in quarterly installments, a franchise fee ("Franchise Fee") in an amount equal to ten percent (10%) of Gross Receipts generated from Customers for the Services rendered hereunder. Notwithstanding anything herein to the contrary, it is understood and agreed that Gross Receipts for purposes of calculating the Franchise Fee hereunder shall not include any revenue received by Collector from the sale or other disposition of Recyclables collected hereunder. ★

12.2. Collector shall submit payment of the Franchise Fee to the District, along with supporting documentation confirming the Collector's Gross Receipts, quarterly on or before the 20th day of the month following the end of the preceding calendar quarter. By way of example, the Franchise Fee for Quarter 1 shall be due on April 20th.

13. RECORD KEEPING. During the term of this Franchise, Collector shall keep full, true, and correct books, records, and accounts, establishing the identity and number of Customers served by it, and the amount of its monthly Gross Receipts, which said books, records, and accounts shall at all times be open to inspection at the Collector's local office by the duly authorized representatives of the District during regular business hours. Further, Collector shall furnish to the District monthly a statement of all Gross Receipts actually received from Customers for the Services provided herein. Collector shall provide an annual statement of operations to the District by April 20th of each year.

14. BILLING PROCEDURES. Collector shall be entitled to adopt and enforce the following billing procedures:

14.1. Collector shall bill Residential Customers quarterly in advance. Such charges are due and payable on the first day of each billing period. The bill or charges for service shall be delinquent if not fully paid on the last day of each quarterly period. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month. Customers' payments shall be applied to their oldest balances due including penalties first.

14.2. Commercial Customers (except Drop Box Customers) shall be billed in advance on a monthly basis. The Collector shall bill for Drop Box Service in arrears on a monthly basis. The bill or charge for Service is due and payable on the first day of each billing period and shall be delinquent if not fully paid within thirty (30) days of the date of the invoice.

14.3. Collector shall be entitled to charge a late fee of one and one-half percent (1.5%) per month or \$3.00 per month, whichever is more, until paid, on all Commercial Customer account balances that are not paid within thirty (30) days of the date of invoice for Commercial and Drop Box Customers.

14.4. To the extent provided for in NRS 444.520, all unpaid charges for Services shall constitute a debt and obligation of the owner of the real property where the Service was provided, as shown on the records of the Washoe County Assessor's Office. Any owner of real property, as shown on the Washoe County Assessor's records, where Services are provided may

EXHIBIT "C"

EXPENDITURES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/19	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
Championship Golf Course				
Salaries and Wages	1,347,782	1,405,000	1,493,437	1,493,437
Employee Benefits	373,143	395,000	451,909	451,909
Services and Supplies	2,223,847	2,167,000	2,224,613	2,226,413
Subtotal Championship Golf Course	3,944,772	3,967,000	4,169,959	4,171,759
Mountain Golf Course				
Salaries and Wages	370,994	355,000	382,111	382,111
Employee Benefits	101,500	102,000	115,490	115,490
Services and Supplies	529,865	550,000	524,752	522,352
Subtotal Mountain Golf Course	1,002,359	1,007,000	1,022,353	1,019,953
Facilities (Chateau and Aspen Grove)				
Salaries and Wages	87,544	80,000	85,968	85,968
Employee Benefits	45,546	40,000	43,156	43,156
Services and Supplies	365,487	350,000	416,878	418,078
Subtotal Facilities	498,577	470,000	546,002	547,202
SKI				
Salaries and Wages	2,636,401	2,795,000	2,867,877	2,867,877
Employee Benefits	754,107	875,000	978,691	978,691
Services and Supplies	3,420,090	3,405,000	3,500,146	3,507,146
Subtotal Ski	6,810,598	7,075,000	7,346,714	7,353,714
Community Programming (including Rec Center)				
Salaries and Wages	1,053,587	1,080,000	1,083,492	1,092,992
Employee Benefits	318,231	330,000	346,855	347,964
Services and Supplies	854,075	890,000	911,927	909,827
Subtotal Community Programming	2,225,893	2,300,000	2,342,274	2,350,783
Parks				
Salaries and Wages	311,433	325,000	328,315	328,315
Employee Benefits	86,971	80,000	80,461	80,461
Services and Supplies	422,630	422,000	440,157	439,357
Subtotal Parks	821,034	827,000	848,933	848,133
Tennis				
Salaries and Wages	142,399	120,000	136,102	136,102
Employee Benefits	24,178	22,000	27,535	27,535
Services and Supplies	95,792	95,000	100,833	100,033
Subtotal Tennis	262,369	237,000	264,470	263,670
Community Services Administration				
Salaries and Wages	144,286	145,000	122,353	122,353
Employee Benefits	45,185	48,000	43,256	43,256
Services and Supplies	184,886	218,500	211,788	209,391
Subtotal Comm. Serv. Administration	354,357	411,500	377,397	375,000
Subtotal	15,919,959	16,294,500	16,918,102	16,930,214
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)	-	-	500,000	500,000
Transfers Out (Schedule T)	5,128,448	4,015,060	6,290,060	6,481,175
ENDING FUND BALANCE	10,320,141	11,515,351	8,149,003	8,913,811
TOTAL COMMITMENTS & FUND BALANCE	31,368,548	31,824,911	31,857,165	32,825,200

\$23,911,389 ✓

Incline Village General Improvement District
Community Services Special Revenue Fund

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/19	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services				
Championship Golf Course	3,542,663	3,735,000	3,992,444	3,992,444
Mountain Golf Course	627,986	670,000	690,926	690,926
Facilities (Chateau & Aspen Grove)	387,701	358,000	406,900	406,900
Ski	11,326,968	9,125,000	8,915,000	8,915,000
Community Programming	1,274,149	1,280,000	1,294,414	1,305,414
Parks	45,430	39,000	67,740	67,740
Tennis	188,577	155,000	159,700	159,700
Recreation Administration	(573,542)	(570,000)	(493,600)	(510,600)
Facility Fee				
Championship Golf Course	679,323	794,818	794,818	804,580
Mountain Golf Course	441,969	508,028	508,028	517,230
Facilities (Chateau & Aspen Grove)	466,523	458,864	458,864	467,970
Ski	605,662	221,238	221,238	238,090
Community Programming	1,284,986	1,294,652	1,294,652	1,305,390
Parks	957,801	958,688	958,688	958,780
Tennis	147,323	163,880	163,880	164,200
Recreation Administration	1,395,765	1,376,592	1,376,592	1,321,810
Other miscellaneous				
Operating Grants	17,000	17,000	17,000	17,000
Investment income	23,808	52,000	30,000	30,000
Sale of Assets	78,264	40,000	-	-
Interfund services (green spaces)	87,711	72,000	77,920	77,920
Intergovernmental (JV high school fields)	22,233	26,000	21,000	21,000
Miscellaneous other	3,244	-	-	-
Miscellaneous - Cell Tower Leases	104,578	104,000	106,480	106,480
Subtotal	23,113,720	20,859,770	21,062,694	21,067,974
OTHER FINANCING SOURCES (specify)				
Transfers In (Schedule F)	400,000	645,000	-	241,875
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	7,854,828	10,320,141	10,794,471	11,515,351
TOTAL AVAILABLE RESOURCES	31,368,548	31,824,911	31,857,165	32,825,200

\$ 5,598,050

\$ 21,309,840

\$ 2,601,540

Incline Village General Improvement District
Community Services Special Revenue Fund

\$ 21,309,849
2,601,540
\$ 23,911,389 ✓

EXHIBIT "D"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/19	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services	1,065,015	1,282,000	1,362,500	1,338,500
Facility Fees	775,337	969,500	969,500	969,500
Investment income	6,078	13,000	13,500	13,500
Subtotal	1,846,430	2,264,500	2,345,500	2,321,500
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	-	35,000	-	13,125
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,059,750	1,070,237	1,355,897	1,444,497
TOTAL RESOURCES	2,906,180	3,369,737	3,701,397	3,779,122
EXPENDITURES				
Salaries and Wages	733,265	745,000	833,105	833,105
Employee Benefits	205,191	200,000	209,334	209,334
Services and Supplies	648,803	670,000	874,737	880,537
Subtotal	1,587,259	1,615,000	1,917,176	1,922,976
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	50,000	50,000
Transfers Out (Schedule T)	248,884	310,240	310,240	314,084
ENDING FUND BALANCE	1,070,237	1,444,497	1,423,981	1,492,062
TOTAL COMMITMENTS & FUND BALANCE	2,906,180	3,369,737	3,701,397	3,779,122

* \$2,334,625

* \$2,287,060

* \$47,565

Incline Village General Improvement District

Beach Special Revenue Fund

\$2,287,060
 47,565
 \$2,334,625 ✓

Page 23
 Schedule B-14

EXHIBIT "E"

FEBRUARY 2019

1220 Sweetwater Road, Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
P: (775)832-1203 . F: (775)832-1260 . PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG



NOTICE OF PUBLIC HEARING

IVGID is proposing a sewer and water rate increase, with an average increase on water rates of 4% and sewer rates of 4%, for a total average utility rate increase of 4%; as well as amendments to its Sewer and Water Ordinances (IVGID Ordinance 2 and 4, respectively), including:

The key changes to the Sewer Ordinance #2 are:

- Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.
- Exhibit A – New schedule of Sewer Service Charges.
- Exhibit B – New schedule of Connection Charges.
- Exhibit C – New Miscellaneous Fee Schedule.

The key changes to the Water Ordinance #4 are:

- Ordinance language changes include update to the leak relief policy to better account for sewer volume credits and updates to language to comply with plumbing and building codes.
- Exhibit A – New schedule of Water Service Charges.
- Exhibit B – New schedule of Connection Charges.
- Exhibit C – New Miscellaneous Fee Schedule.

Copies of the proposed ordinances are available at 893 Southwood Blvd., 1220 Sweetwater Road, and on our website at: www.yourtahoepace.com/ivgid/resources/ivgid-ordinances

The public hearing will be held:

Wednesday, April 10, 2019 not earlier than 6:00 pm and as soon thereafter as practicable
at The Chateau, 955 Fairway Boulevard, Incline Village, Nevada

The 2019 Rate Study and Presentation, which were presented to the Board of Trustees on January 23, 2019, are available on our website: www.yourtahoepace.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 Sewer or Water Ordinance, please contact us. You may:

Write us a letter: 893 Southwood Boulevard
Incline Village, Nevada 89451
Attn: Utility Ordinance Amendments
Give us a call: (775) 832-1100
Send us a fax: (775) 832-1331
Send us an e-mail: utilityordinancecomments@ivgid.org

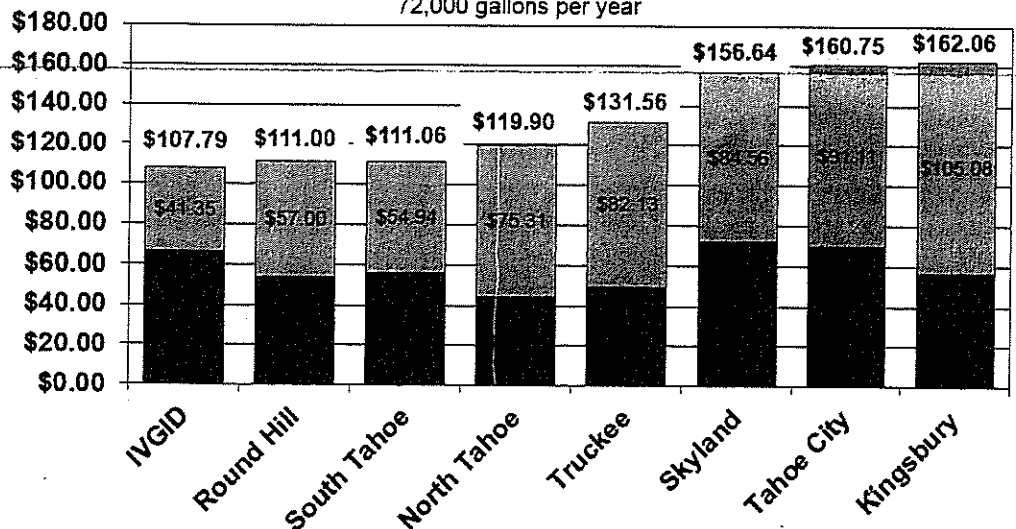


2019 LAKE TAHOE AREA UTILITY BILL COMPARISON

Water
Sewer

Single Family Average Monthly Bill Rates Applied to the Median User

6,000 gallons per month
72,000 gallons per year



REMEMBER TO TURN OFF YOUR WATER EVERY TIME YOU LEAVE!

Visit the winterization information on our website: www.yourtahoepace.com/public-works/water/winterization

EXHIBIT "F"

Bill ID# 0238 00003497
 Last: Ivgid Golf - Championship

IVGID Public Works, 1220 Sweetwater, Incline Village NV 89451. OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203. F: (775) 832-1260. EMAIL: PW@IVGID.ORG. WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES
 Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$5,299.20

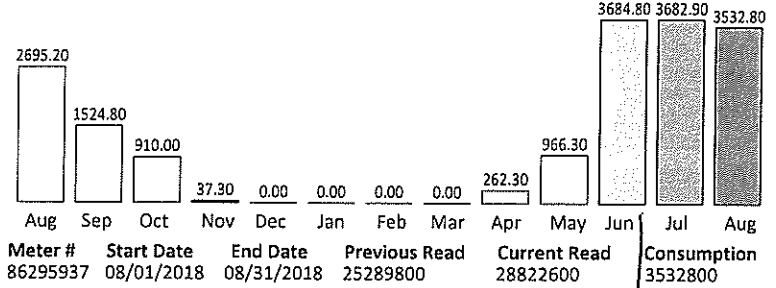
-CAF 4" (16.67)

DEFENSIBLE SPACE
 Defensible Space Fee \$1.05

ACCOUNT SUMMARY
 Previous Balance \$5,963.08
 Payments (\$5,963.08)
 Total Current Charges \$5,737.93
Total Amount Due \$5,737.93

Payment Due Upon Presentation

Consumption in Thousands of Gallons



3,684,800 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
14th Green Dr (PSRI)	01336100-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10% penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address 14th Green Dr (PSRI)
 Account Number 01336100-01
 Due Date 10/15/2018
 Amount Due \$5,737.93

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

★ Ivgid Golf - Championship
 5th Tee (Front 9 Irri)
 Incline Village, Nv 89451



01336100010005737932

Bill ID# 0238 00003497
 Last: Ivgid Golf - Championship

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES
 Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$3,522.00

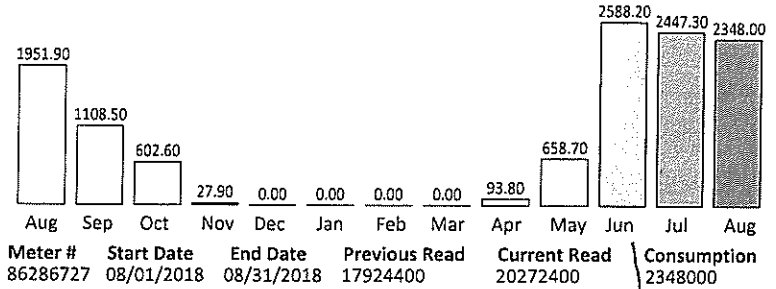
DEFENSIBLE SPACE
 Defensible Space Fee \$1.05

- CAF 4" (16.67)

ACCOUNT SUMMARY
 Previous Balance \$4,109.68
 Payments (\$4,109.68)
 Total Current Charges \$3,960.73

Total Amount Due \$3,960.73
 Payment Due Upon Presentation

Consumption in Thousands of Gallons



2,588,200

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
Driver Way (PSRI)	01345500-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10% penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address Driver Way (PSRI)
 Account Number 01345500-01
 Due Date 10/15/2018
 Amount Due \$3,960.73
 Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Ivgid Golf - Championship
 7th Tee (Front 9 Irri)
 Incline Village, Nv 89451



01345500010003960731

Bill ID# 0238 00003497
 Last: Ivgid Golf - Championship

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES

Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$4,771.05

-CAF 4" (16.67)

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

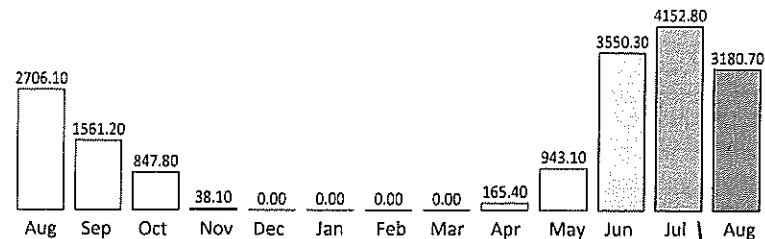
ACCOUNT SUMMARY

Previous Balance \$6,667.93
 Payments (\$6,667.93)
 Total Current Charges \$5,209.78

Total Amount Due \$5,209.78

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
86286715	08/01/2018	08/31/2018	25357100	28537800	3180700

4,152,800 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
955 Fairway (PSRI)	01336600-01	09/19/2018	10/18/2018

Rate Table	
Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05
*Note: Single Family Residential CAF=1 Users=1	

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address 955 Fairway (PSRI)
 Account Number 01336600-01
 Due Date 10/15/2018
 Amount Due \$5,209.78

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214



Ivgid Golf - Championship
 10th Tee (Back 9 Irri)
 Incline Village, Nv 89451

01336600010005209788 496

Bill ID# 0238 00003497
 Last: Ivgid Golf - Championship

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES

Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$4,618.20

- CAF 4" (16.67)

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

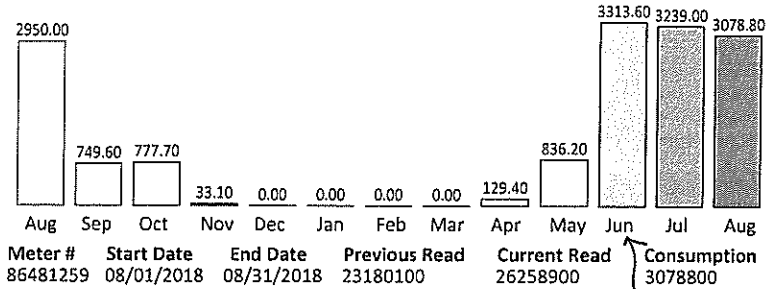
ACCOUNT SUMMARY

Previous Balance \$5,297.23
 Payments (\$5,297.23)
 Total Current Charges \$5,056.93

Total Amount Due \$5,056.93

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter # 86481259 Start Date 08/01/2018 End Date 08/31/2018 Previous Read 23180100 Current Read 26258900 Consumption 3078800

3,313,600 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
15th Tee (PSRI)	01345400-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K X CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address 15th Tee (PSRI)
 Account Number 01345400-01
 Due Date 10/15/2018
 Amount Due \$5,056.93

Amount Enclosed

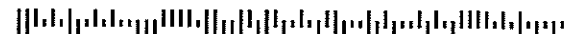
Please, No staples or paperclips

Remit to:

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214



Ivgid Golf - Championship
 15th Tee (Back 9 Irrig)
 Incline Village, Nv 89451



01345400010005056935 497

Bill ID# 0238 00003497
 Last: Ivgid Golf - Championship

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES
 Water Base \$112.30
 Water Capital Improvement \$148.00
 Water Admin Fee \$3.76
 Water Use \$1,167.90

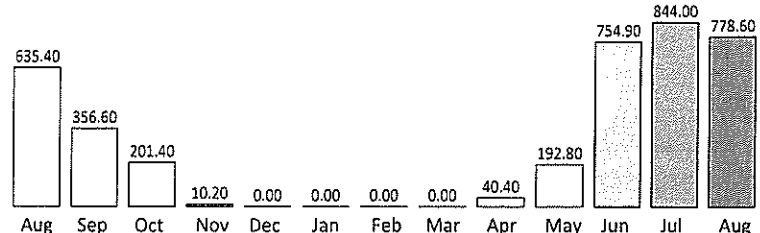
- CAF 3" (10.00)

DEFENSIBLE SPACE
 Defensible Space Fee \$1.05

ACCOUNT SUMMARY
 Previous Balance \$1,531.11
 Payments (\$1,531.11)
 Total Current Charges \$1,433.01

Total Amount Due \$1,433.01
 Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
85517393	08/01/2018	08/31/2018	18106300	18884900	778600

844,000 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
955 Fairway Blvd (PSRI)	01336500-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address 955 Fairway Blvd (PSRI)
 Account Number 01336500-01
 Due Date 10/15/2018
 Amount Due \$1,433.01
 Amount Enclosed

Please, No staples or paperclips

Remit to:
 IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Ivgid Golf - Championship
 Chipping Green & Driving Range
 Incline Village, Nv 89451

Bill ID# 0238 00003527
 Last: Ivgid Golf- Mountain

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES
 Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$2,453.55

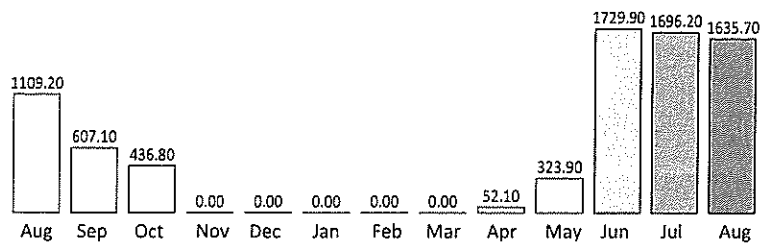
- CAF 4" (16.67)

DEFENSIBLE SPACE
 Defensible Space Fee \$1.05

ACCOUNT SUMMARY
 Previous Balance \$3,380.65
 Payments (\$3,380.65)
 Total Current Charges \$2,892.28

Total Amount Due \$2,892.28
 Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
71221158	08/01/2018	08/31/2018	141652500	143288200	1635700

1,729,800 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
Golfers Pass (PSRI)	01338800-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

***Note: Single Family Residential: CAF=1; Users=1**

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10% penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Service Address Golfers Pass (PSRI)
 Account Number 01338800-01
 Due Date 10/15/2018
 Amount Due \$2,892.28
 Amount Enclosed

Please, No staples or paperclips

Remit to:
 IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

Ivgid Golf - Mountain
 5th Tee Irri
 Incline Village, Nv 89451

Bill ID# 0238 00003527
Last: Ivgid Golf - Mountain

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES

Water Base \$187.20
Water Capital Improvement \$246.72
Water Admin Fee \$3.76
Water Use \$4,066.35

- CAF 4" (16.67)

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

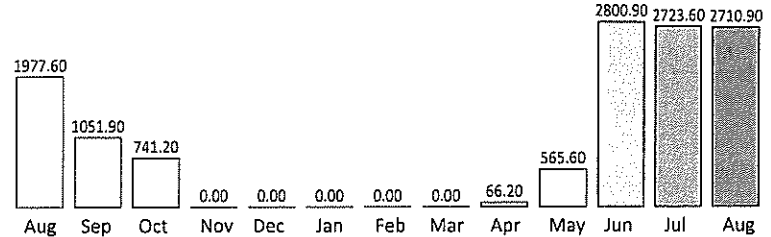
ACCOUNT SUMMARY

Previous Balance \$4,524.13
Payments (\$4,524.13)
Total Current Charges \$4,505.08

Total Amount Due \$4,505.08

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
86295830	08/01/2018	08/31/2018	41499900	44210800	2710900

2,800,900 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
Golfers Pass Rd (PSRI)	01332600-01	09/19/2018	10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K X CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214

Service Address Golfers Pass Rd (PSRI)
Account Number 01332600-01
Due Date 10/15/2018
Amount Due \$4,505.08

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214



Ivgid Golf - Mountain
★ 12th Tee Irri
Incline Village, Nv 89451

01332600010004505086 500

Bill ID# 0238 00003527
 Last: Ivgid Golf - Mountain

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

WATER CHARGES

Water Base \$187.20
 Water Capital Improvement \$246.72
 Water Admin Fee \$3.76
 Water Use \$1,218.00

- CAF 4" (16.67)

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

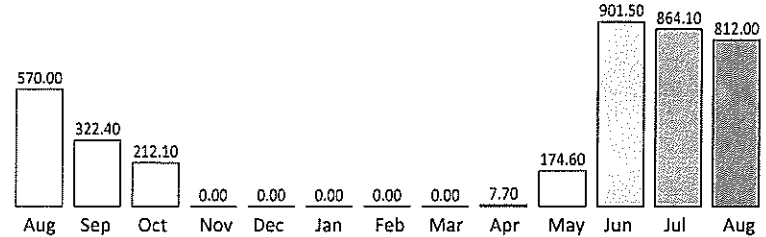
ACCOUNT SUMMARY

Previous Balance \$1,734.88
 Payments (\$1,734.88)
 Total Current Charges \$1,656.73

Total Amount Due \$1,656.73

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
86287099	08/01/2018	08/31/2018	6156000	6968000	812000

901,500 gallons

The IVGID Public Works office will be closed October 26th in observance on Nevada Day. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address

Birdie Way (PSRI)

Account Number

01332700-01

Billing Start Date

09/19/2018

Billing End Date

10/18/2018

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10% penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214

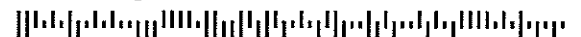
Service Address Birdie Way (PSRI)
 Account Number 01332700-01
 Due Date 10/15/2018
 Amount Due \$1,656.73

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
 1220 Sweetwater Rd
 Incline Village NV 89451-9214



Ivgid Golf - Mountain
 14th Tee Irri
 Incline Village, Nv 89451

01332700010001656733

501

Bill ID# 0238 00003562
Last: Ivgid Ski

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP

WATER CHARGES

Water Base \$816.32
Water Capital Improvement \$1,109.13
Water Admin Fee \$3.65
Water Use \$33,213.79

- CAF 10" (76.65)

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

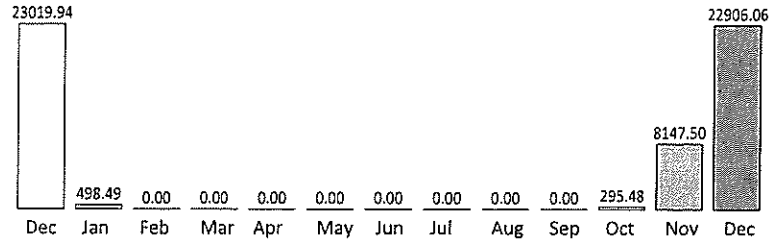
ACCOUNT SUMMARY

Previous Balance \$13,744.03
Payments (\$13,744.03)
Total Current Charges \$35,143.94

Total Amount Due \$35,143.94

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
1588690	12/01/2017	01/02/2018	193752434	216658496	22906062

22,906,060 gallons ↘

The IVGID Public Works office will be closed for the following holiday: Feb 19th. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address

1210 Ski Way (PSRI)

Account Number

01328900-01

Billing Start Date

01/19/2018

Billing End Date

02/18/2018

Rate Table

Water Base x CAF x Users*	\$10.65
Water Capital Imprv x CAF x Users*	\$14.47
Water Admin - per account	\$3.65
Water Use	\$1.45/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.95/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.26/1000 gal
Sewer Base x CAF x Users*	\$17.55
Sewer Capital Imprv x CAF x Users*	\$30.25
Sewer Admin - per account	\$3.65
Sewer Use	\$3.00/1000 gal
Defensible Space Fee x Users*	\$1.05
*Note: Single Family Residential CAF=1 Users=1	

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214

Service Address 1210 Ski Way (PSRI)
Account Number 01328900-01
Due Date 02/15/2018
Amount Due \$35,143.94

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214



01328900010035143944 502

Ivgid Ski
Snowmaking
Incline Village, Nv 89451

EXHIBIT "G"

**Examination of Champ and Mountain Golf Course and Diamond Peak Cherry
Picked Monthly Water Use/Billings Compared to Residential Customer**

Venue	Meter Location	December 2018 Monthly Water Use in Gallons	June/July 2018 Monthly Water Use in Gallons	CAF	Proportional Monthly Water Use Compared to Residential Customer Use	Adjust- ment Factor	Actual Monthly Water CIC** Charge Assessed	Monthly Water CIC** Charge if Proportional to Actual Residential Customer Use	Permissible Water Use	Tier 1 Excess Water Surcharge Waived Because IVGID Owned	Tier 2 Excess Water Surcharge Waived Because IVGID Owned	Total Excess Water Surcharge Waived Because IVGID Owned
									Before Excess Water Surcharge Applies Because of CAF Adjustment			
Residential Customer			6,000	* 1		1	\$ 14.80		20,000			
Champ Golf Course												
	5th Tee Irrigation	3,684,800	4	614.13	16.67	\$ 246.72	\$ 9,089.17	333,400	\$ 620.12	\$ 24,794.03	\$ 25,414.16	
	7th Tee Irrigation	2,588,200	4	431.37	16.67	\$ 246.72	\$ 6,384.23	333,400	\$ 620.12	\$ 27,239.45	\$ 27,859.57	
	10th Tee Irrigation	4,152,800	4	692.13	16.67	\$ 246.72	\$ 10,243.57	333,400	\$ 620.12	\$ 23,750.39	\$ 24,370.52	
	15th Tee Irrigation	3,313,600	4	552.27	16.67	\$ 246.72	\$ 8,173.55	333,400	\$ 620.12	\$ 25,621.81	\$ 26,241.93	
	Driving Range	844,000	3	140.67	10.00	\$ 112.30	\$ 2,081.87	200,000	\$ 372.00	\$ 13,143.62	\$ 13,515.62	
	Totals -	14,583,400		2,430.57	74.27	\$ 1,099.18	\$ 35,972.39		\$ 2,852.50	\$ 114,549.30	\$ 117,401.80	
Mountain Golf Course												
	5th Tee Irrigation	1,729,800	4	288.30	16.67	\$ 246.72	\$ 4,266.84	333,400	\$ 620.12	\$ 29,153.68	\$ 29,773.81	
	12th Tee Irrigation	2,800,900	4	466.82	16.67	\$ 246.72	\$ 6,908.89	333,400	\$ 620.12	\$ 26,765.13	\$ 27,385.25	
	14th Tee Irrigation	901,500	4	150.25	16.67	\$ 246.72	\$ 2,223.70	333,400	\$ 620.12	\$ 31,000.79	\$ 31,620.92	
	Totals -	5,432,200		905.37	50.01	\$ 740.16	\$ 13,399.43		\$ 1,860.37	\$ 86,919.60	\$ 88,779.97	
DP Snowmaking		22,906,060		10	3,817.68	76.65	\$ 816.32	\$ 56,501.61	1,533,000	\$ 2,851.38	\$ 109,223.62	\$ 112,075.00
	Totals -	42,921,660					\$ 2,655.66	\$ 105,873.43			\$ 318,256.77	
	Monthly Water CIC Subsidy							\$ 103,217.77				
	Monthly Excess Water Use Subsidy							\$ 318,256.77				
	Total Monthly Water Subsidy							\$ 421,474.54				

* - Signifies Median Residential Customer Use per February 2019 IVGID Public Works Newsletter

** - CIC = Capital Improvement Charge

EXHIBIT "H"



EXHIBIT A
Schedule of Water Service Charges

Monthly water charges are the summation of the following components:

1. Fixed Charge = \$11.23 X CAF⁽¹⁾ X number of units.
2. Administrative / Customer Service Account Charge = \$3.76 per account.
3. Capital Improvement Charge = \$14.80 X CAF⁽¹⁾ X number of units
4. Variable Cost = \$1.50 per 1,000 gallons of water use. [billed as water use charges]
5. Excess water charge⁽²⁾
 - a. First Tier: Additional Cost = \$0.93 per 1,000 gallons for all water use greater than 20,000 gallons X CAF⁽¹⁾ X number of units, in addition to the Variable Cost (#4), above.
 - b. Second Tier: Additional Cost = \$1.30 per 1,000 gallons for all water use greater than 60,000 gallons X CAF⁽¹⁾ X number of units, in addition to Variable Cost (#4) and First Tier Cost (#6a), above.
6. Defensible Space Fee = \$1.05 X number of units.
 - a. The defensible space fee is to pay 50% of the IVGID share of costs for fuels treatment on IVGID lands that will enhance the protective boundary from destructive wildfire that could threaten the communities of Incline Village and Crystal Bay. The other 50% share of this cost is paid by the IVGID Recreation Facility Fee.

⁽¹⁾ Capacity Adjustment Factor:

Service Size for Billing Purposes	CAF
All Residential Customers	1.0
¾"	1.0
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

⁽²⁾ Designated Public Service Recreation irrigation accounts are not assessed excess water charges.

Typical monthly single-family residential water service charges with no metered water use:

Charge	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Water Base Rate (#1)	\$9.50	\$9.55	\$9.74	\$10.00	\$10.65	\$11.23
Capital Rate (#3)	13.28	13.69	13.96	14.36	14.47	14.80
Administrative Fee (#2)	3.20	3.25	3.35	3.45	3.65	3.76
Defensible Space (#6)	1.05	1.05	1.05	1.05	1.05	1.05
Total Water:	\$27.03	\$27.54	\$28.10	\$28.86	\$29.82	\$30.84

EXHIBIT "I"


RE: Records Request - Rate Making Manuals for Sewer Services

From: "Herron, Susan" <Susan_Herron@ivgid.org>
To: "s4s@ix.netcom.com"
Subject: RE: Records Request - Rate Making Manuals for Sewer Services
Date: Feb 14, 2019 10:15 AM

Dear Mr. Katz,

This e-mail is IVGID's response to your records request of February 12, 2019 which reads as follows:

I would like to examine any written materials used by staff to justify proposed sewer rates the subject of their most recent proposed 2019-20 sewer rates in general, and with respect to use of water rather than disposal of actual effluent in particular.

There are no public records to provide in response to your request. 

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
sah@ivgid.org
<http://ivgid.org>

-----Original Message-----

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Tuesday, February 12, 2019 7:00 AM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Records Request - Rate Making Manuals for Sewer Services

Hello Ms. Herron -

Another records request.

I would like to examine any written materials used by staff to justify proposed sewer rates the subject of their most recent proposed 2019-20 sewer rates in general, and with respect to use of water rather than disposal of actual effluent in particular.

Thank you for your cooperation. Aaron Katz

EXHIBIT "J"

Bill ID# 0238 00003562
Last: Ivgid Ski

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP

WATER CHARGES

Water Base \$56.76
Water Capital Improvement \$77.13
Water Admin Fee \$3.65
Water Use \$82.84

SEWER CHARGES

Sewer Base \$93.54
Sewer Capital Improvement \$161.23
Sewer Admin Fee \$3.65
Sewer Use \$171.39

DEFENSIBLE SPACE

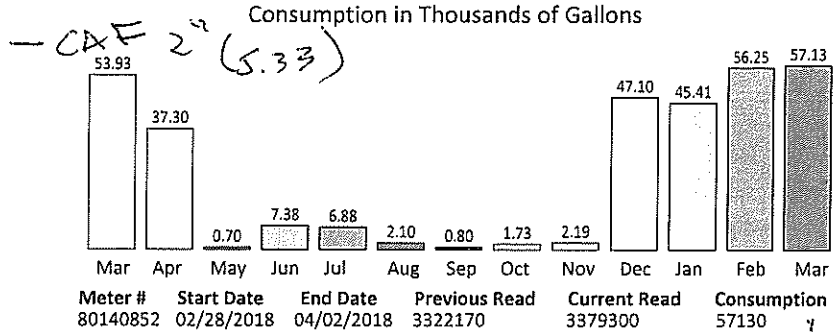
Defensible Space Fee \$1.05

ACCOUNT SUMMARY

Previous Balance \$647.32
Payments (\$647.32)
Total Current Charges \$651.24

Total Amount Due \$651.24

Payment Due Upon Presentation



New billing rates were approved by the BOT on April 11, 2018, which will be effective on the May 19, 2018 statements. The 2018 Rate Study is available on our website: <https://www.yourtahoepace.com/public-works/rates-billing/about-rates-billing>.

Service Address	Account Number	Billing Start Date	Billing End Date
1210 Ski Way	01328600-01	04/19/2018	05/18/2018

Rate Table

Water Base x CAF x Users*	\$10.65
Water Capital Imprv x CAF x Users*	\$14.47
Water Admin - per account	\$3.65
Water Use	\$1.45/1000 gal
Excess Water Tier 1 >20K x CAF x Users*	\$0.95/1000 gal
Excess Water Tier 2 >60K x CAF x Users*	\$1.26/1000 gal
Sewer Base x CAF x Users*	\$17.55
Sewer Capital Imprv x CAF x Users*	\$30.25
Sewer Admin - per account	\$3.65
Sewer Use	\$3.00/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10% penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214

Service Address 1210 Ski Way
Account Number 01328600-01
Due Date 05/15/2018
Amount Due \$651.24

Amount Enclosed

Please, No staples or paperclips

Remit to:

IVGID Public Works
1220 Sweetwater Rd
Incline Village NV 89451-9214



Ivgid Ski
Lodge
Incline Village, Nv 89451

01328600010000651247

510

EXHIBIT "K"

Concrete Examples of the Massive Water Rate Preferences You Are Granting to the District's Commercial Recreational Businesses Which Are Being Subsidized by Residential Rate Payers

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Wong Kendra Trustee
Cc: Callicrate Tim <tim_callicrate2@ivgid.org>, Horan Phil <horan_trustee@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>, Herron Susan <Susan_Herron@ivgid.org>
Subject: Concrete Examples of the Massive Water Rate Preferences You Are Granting to the District's Commercial Recreational Businesses Which Are Being Subsidized by Residential Rate Payers
Date: Feb 28, 2019 10:27 PM
Attachments: 01336600-01 Owner 140777 782829 Champ Golf 10th Tee Irrigation.PDF 01328900-01 Owner 140777 782761 DP snowmaking.PDF 01332600-01 Owner 140777 782790 Mtn Golf 12th Tee Irrigation.PDF

Dear Chairperson Wong and other Honorable members of the IVGID Board.

After my short presentation to you this last Wednesday evening, you either don't understand the magnitude of the water rate preferences you are granting to the District's public recreational businesses, or you just don't care. Which one is it?

A couple of concrete examples.

1. I have attached a copy of a \$35,143,94 MONTHLY water bill for Diamond Peak snowmaking due February 5, 2018. This was for use of an unbelievable 22,906,060 MILLION GALLONS! IN A MONTH.

Do you understand this represents 7,158 times the water your median residential customer uses in a month?

Look at the monthly capital improvement cost ("CIC") this one service customer is paying; \$1,109.13. Given the residential customer pays \$14.47, Diamond Peak is paying 76.65 times the CIC cost the residential customer pays. But Diamond Peak is using 7,158 times the water your median residential customer uses in a month.

What additional infrastructure costs are required to deliver/store/pump 22 million gallons of water/month to Diamond Peak that are NOT required to deliver 3,200 gallons of water/month to the median residential customer? Do you think the number is more or less than 76.65 times the CIC the residential customer pays? Is this fair?

Look at the excess water charges Diamond Peak is NOT paying because of the exemption you have allowed staff to advance for itself to residential customers' detriment. If a residential customer uses more than 20,000 gallons of water in a month, the cost of the next 40,000 gallons rises from \$1.45/1,000 gallons to \$2.40/1,000 gallons. And if the residential customer uses more than 60,000 gallons in a month, the cost of each additional 1,000 gallons rises from \$1.45 to \$3.66.

So how much is Diamond Peak saving in excess water charges you are exempting JUST FOR THIS ONE MONTH? \$112,075! Exactly who is subsidizing this preference. And is this fair?

2. Irrigation needs for the Championship golf course are fed from at least five separate meters. Let me just concentrate on one of those meters. I have attached a copy of a \$5,209.78 MONTHLY water bill for the back nine holes due October 15, 2018. This was for use of 4,152,800 MILLION GALLONS! IN A MONTH.

Do you understand this represents 1,298 times the water your median residential customer uses in a month?

Look at the monthly CIC this one service customer is paying; \$246.72. Given the residential customer pays \$14.47, this one water meter is only paying 16.67 times the CIC cost the residential customer pays. But this one Championship golf course meter is using 1,298 times the water your median residential customer uses in a month.

What additional infrastructure costs are required to deliver/store/pump over 4 million gallons of water/month to to this single meter at the Championship golf course that are NOT required to deliver 3,200 gallons of water/month to the median residential customer? Do you think the number is more or less than 16.67 times the CIC the residential customer pays? Is this fair?

Look at the excess water charges this single water meter is NOT paying because of the exemption you have allowed staff to

advance for itself to residential customers' detriment. So how much is this single water meter saving in excess water charges you are exempting JUST FOR THIS ONE MONTH? \$24,370.50! Exactly who is subsidizing this preference. And is this fair?

3. Irrigation needs for the Mountain golf course are fed from at least four separate meters. Let me just concentrate on one of those meters. I have attached a copy of a \$4,505.08 MONTHLY water bill for the 12th Tee due October 15, 2018. This was for use of 2,800,900 MILLION GALLONS! IN A MONTH.

Do you understand this represents 875.28 times the water your median residential customer uses in a month?

Look at the monthly CIC this one service customer is paying; \$246.72. Given the residential customer pays \$14.47, this one water meter is only paying 16.67 times the CIC cost the residential customer pays. But this one Mountain golf course meter is using 875.28 times the water your median residential customer uses in a month.

What additional infrastructure costs are required to deliver/store/pump nearly 3 million gallons of water/month to to this single meter at the Mountain golf course that are NOT required to deliver 3,200 gallons of water/month to the median residential customer? Do you think the number is more or less than 16.67 times the CIC the residential customer pays? Is this fair?

Look at the excess water charges this single water meter is NOT paying because of the exemption you have allowed staff to advance for itself to residential customers' detriment. So how much is this single water meter saving in excess water charges you are exempting JUST FOR THIS ONE MONTH? \$27,385.50! Exactly who is subsidizing this preference. And is this fair?

All of this exists because Joe Pomroy has NOT shared with the Board and the public then when you have such unusually high water users such as these, you're supposed to create a special customer class for these users. And your rates to these users are different than the rates to other water users. YOU NEED TO CREATE A NEW CUSTOMER CLASS whose rates are fair with respect to the demands they place on the public's water system. ✱

These are just three examples out of DOZENS. And these numbers are just for one month, versus a year. Extrapolating out these numbers for a year, can you see the amount of preferences staff is proposing for its staff colleagues on staff's money losing recreation businesses?

If you cared, you step in and do something. If you don't, then it's clear YOU JUST DON'T CARE! So which is it?

I ask a copy of this e-mail and attachments be placed in the next Board packet so the public can see what I see, and hopefully understand how our biased staff are cherry picking the data to create water rates which unfairly benefit them to the detriment of we residential water customers.

As I have observed before, local property owners are subsidizing the District's money losing commercial recreation businesses which cater to the world's tourists through the ad valorem taxes they pay the County as well as IVGID. Then they subsidize those businesses a second time through the Rec Fees they are compelled to pay. Then they subsidize those businesses a third time through the user fees they pay which in so many instances are virtually identical to those offered to favored third party collaborators. And now we see a fourth kind of subsidy. Under charge those businesses and force local residential customers to subsidize the needs of those business.

And you call this fair, just and reasonable?

Respectfully, Aaron Katz

EXHIBIT "L"

Residential Utility Rate Summary

The following table provides the average monthly water and sewer utility bill for our average residential user (72,000 gallons water use per year) in the District's service area from 2014 to the proposed 2019 rates.



Year	Monthly Water Charge	Monthly Sewer Charge	Total Monthly Water and Sewer Charge
2014	\$35.41	\$55.75	\$91.16
2015	\$36.15	\$57.96	\$94.11
2016	\$37.15	\$60.24	\$97.39
2017	\$38.47	\$62.22	\$100.69
2018	\$39.79	\$63.88	\$103.67
Proposed 2019	\$41.35	\$66.44	\$107.78

The average residential rate has increased \$16.62 per month from \$91.16 in 2014 to the proposed \$107.78 in 2019. There has been an increase of \$5.18 per month to pay for capital improvements and \$10.44 to pay for operating cost increases which equals the total rate increase of \$16.62 per month over the last five years. The following table presents the five year total and annual average rate increases for the median residential customer.

	Monthly Water Charge	Monthly Sewer Charge	Total Monthly Water & Sewer Charge
Total % Change 2014-2019	17.1%	20.9%	19.4%
Annual % Change over 5 yrs.	3.2%	3.9%	3.6%

EXHIBIT "M"

Bill ID# 0238 00009271
 Last: Miller Trust & Katz Trust

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

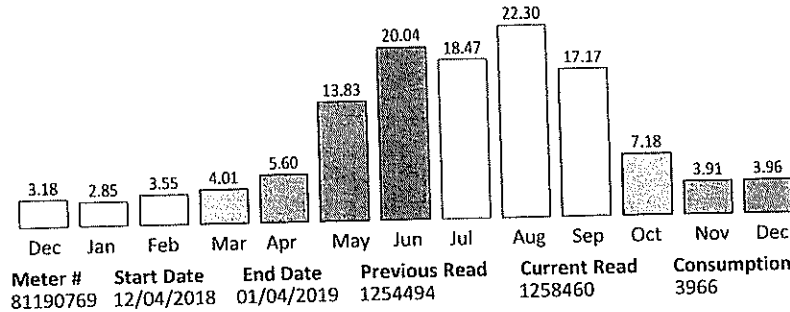
DRINK TAHOE TAP®

WATER CHARGES	
Water Base	\$11.23
Water Capital Improvement	\$14.80
Water Admin Fee	\$3.76
Water Use	\$5.95
SEWER CHARGES	
Sewer Base	\$18.30
Sewer Capital Improvement	\$30.70
Sewer Admin Fee	\$3.76
Sewer Use	\$12.29
DEFENSIBLE SPACE	
Defensible Space Fee	\$1.05
ACCOUNT SUMMARY	
Previous Balance	\$101.63
Payments (\$101.63)	
Total Current Charges	\$101.84
Total Amount Due	\$101.84

Payment Due Upon Presentation

PA. 101.63
Ref # 16079

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
81190769	12/04/2018	01/04/2019	1254494	1258460	3966

CONSUMPTION FOR MEDIAN SINGLE FAMILY USER DURING CURRENT MONTH: 2,342 ★

The IVGID Public Works office will be closed Jan 21 and Feb 18. In case of water or sewer emergency please call (775) 832-1203, 24 hours a day 7 days a week.

Service Address	Account Number	Billing Start Date	Billing End Date
[REDACTED]	03141600-01	01/19/2019	02/18/2019

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K X CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

Bill ID# 0238 00009271
 Last: Miller Trust & Katz Trust

IVGID Public Works . 1220 Sweetwater . Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM
 24 HR P: (775) 832-1203 . F: (775) 832-1260 . EMAIL: PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG

DRINK TAHOE TAP®

The date your meter was read there appeared to be 24 hour continuous use at your property. For more information please visit our website: www.ivgidpublicworks.org.

WATER CHARGES

Water Base \$11.23
 Water Capital Improvement \$14.80
 Water Admin Fee \$3.76
 Water Use \$11.49

SEWER CHARGES

Sewer Base \$18.30
 Sewer Capital Improvement \$30.70
 Sewer Admin Fee \$3.76
 Sewer Use \$23.75

DEFENSIBLE SPACE

Defensible Space Fee \$1.05

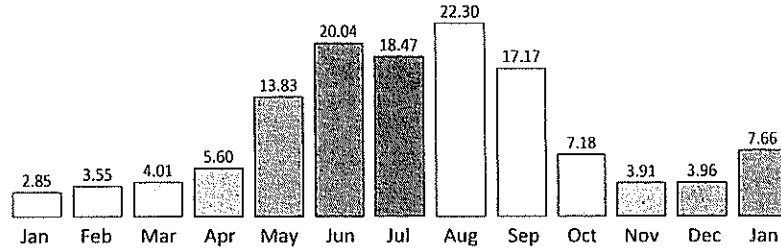
ACCOUNT SUMMARY

Previous Balance \$101.84
 Payments (\$101.63)
 Total Current Charges \$118.84

Total Amount Due \$119.05

Payment Due Upon Presentation

Consumption in Thousands of Gallons



Meter #	Start Date	End Date	Previous Read	Current Read	Consumption
81190769	01/04/2019	02/06/2019	1258460	1266120	7660

CONSUMPTION FOR MEDIAN SINGLE FAMILY USER DURING CURRENT MONTH: 1912 ★

A Public Hearing will be held April 10, 2019 for proposed changes to the Sewer and Water Ordinances, including rates. The 2019 Rate Study and Presentation are available on our website: <https://www.yourtahoeplace.com/public-works/rates-billing/about-rates-billing>.

Pr. Def. #16112

Service Address	Account Number	Billing Start Date	Billing End Date
[REDACTED]	03141600-01	02/19/2019	03/18/2019

Rate Table

Water Base x CAF x Users*	\$11.23
Water Capital Imprv x CAF x Users*	\$14.80
Water Admin - per account	\$3.76
Water Use	\$1.50/1000 gal
Excess Water Tier 1 > 20K x CAF x Users*	\$0.93/1000 gal
Excess Water Tier 2 > 60K x CAF x Users*	\$1.30/1000 gal
Sewer Base x CAF x Users*	\$18.30
Sewer Capital Imprv x CAF x Users*	\$30.70
Sewer Admin - per account	\$3.76
Sewer Use	\$3.10/1000 gal
Defensible Space Fee x Users*	\$1.05

*Note: Single Family Residential CAF=1 Users=1

Online Account Access is available on our website! Use it to view your current balance, update your mailing address and contact information, view statements and meter reads, or make payments.

Never forget a payment again! It is FREE to sign up for auto payment of your bill from a checking account. Visit our website or contact our office for more information.

Visit our website for detailed information on rate studies, charge descriptions & how to read your bill.

Delinquent charges shall be subject to a 10 % penalty. Charges become delinquent the day after their due date. Late fees are charged if payment is not received by the last day of the month it was due.

Email addresses which have been provided on accounts will be used to send out courtesy notifications from Public Works. If you wish to add/remove your email please contact our office.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

EXHIBIT "N"

EXECUTIVE SUMMARY

The Utility Fund provides water, sewer, and solid waste services to the Incline Village and Crystal Bay communities and sewer service for Nevada State Parks at Sand Harbor, Memorial Point and Spooner State Parks. The IVGID service area is substantially built-out at this point.

The water and sewer rates are based on the water and sewer budgets and are made up of three main components - fixed charges, variable charges, and capital improvement charges. This type of rate structure is called the commodity-demand method. Commodity costs vary with the quantity of water or sewer processed. Demand costs are based on providing facilities to meet the potential demand on the water and sewer system by the customer. Each major division in the water and sewer budget has a portion of fixed and variable costs and the rates are designed to fund these expenses. The capital component of rates has been the primary basis for increases, to fund the anticipated replacement of 6 miles of the effluent export pipeline.


Performance Metrics

Season/Service Period

Water and Sewer distribution and treatment is staffed and operated 24 hours every day. Administration and customer service hours are non-holiday weekdays 8 to 4:30. Solid Waste Services are scheduled over a variety of plans on weekdays. Solid Waste Transfer Station is open 7 days per week.

Performance Measures

The District reads approximately 4,450 meters monthly, covering these customers:

	Water	Sewer
Approximate Users	8,058 	7,966
Equivalent Dwelling Units (EDU)	8,992	8,490
Accounts Billed	4,226	4,148
Gallons Processed	1000 million	350 million

Disruption of Water Service	AWWA Median Per 1000 customers
< 4 Hours	2.5
Between 4 & 12 Hours	1.1
> 12 Hours	0.1

Water Pipeline System	AWWA Median
Renewal Rate	2.7%

Customer Service Accounts	AWWA Median
Billing Accuracy Rate	
Errors/10,000 Bills	7 per 10,000 bills

EXHIBIT "O"



EXHIBIT A
Schedule of Sewer Service Charges

Monthly sewer charges are the summation of the following components:

1. Fixed Charge = \$18.30 X CAF ⁽¹⁾ X number of units.
2. Administrative / Customer Service Account Charge = \$3.76 per account.
3. Capital Improvement Charge = \$30.70 X CAF ⁽¹⁾ X number of units.
4. Variable Cost ⁽²⁾ = \$3.10 per 1,000 gallons of water use.[billed as sewer use charges]

⁽¹⁾ Capacity Adjustment Factor:

Service Size for Billing Purposes	CAF
All Residential Customers	1.0
¾"	1.0
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

⁽²⁾ Residential Variable Cost:



Variable sewer costs for residential customers are based on monthly water use (see #4, above) 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.

Typical monthly single-family residential sewer service charges with no metered water use:

CHARGE	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Base rate (#1)	\$14.85	\$15.20	\$15.81	\$16.52	\$17.55	\$18.30
Capital rate (#3)	23.80	27.68	28.79	29.86	\$30.25	\$30.70
Administrative fee (#2)	3.20	3.25	3.35	3.45	\$3.65	\$3.76
Total Sewer:	\$41.85	\$46.13	\$47.95	\$49.83	\$51.45	\$52.76

EXHIBIT "P"

The capital expense is the capital improvement projects net of grants. This is the current five-year capital plan that is being developed as part of the budget process. The five-year capital expenses and revenues are presented in the following table:

5-Year Plan	2017-18	2018-19	2019-20	2020-21	2021-22	5-Yr Sum
Capital Revenue	4,807,000	4,863,000	4,921,000	4,979,000	5,037,000	\$24,607,000
Capital Expense	(4,797,000)	(4,828,000)	(4,716,000)	(4,707,000)	(4,474,000)	(\$23,522,000)
					Subtotal	\$1,085,000

It is important to remember that the capital expenses are budget estimates with further refinement to occur in the CIP budgeting process. The goal of the rate study is to collect sufficient revenues to fund capital expenses over the following five years.

With the 2012-13 budget year, Public Works began accumulating \$2,000,000 per year in savings for the construction of the Effluent Export Project. We expect to have accumulated a total of \$10,000,000 by the early construction project start date in spring 2017. The sewer CIP will not be accumulating the \$2 million in capital for the export project in 2017-18 while we accomplish other CIP priorities and construct the effluent storage pond improvements as part of the export project.

Summary

The proposed utility rate increase is to raise water rates by 3.6% and sewer rates by 3.3% for a total utility rate increase of 3.4%. The rates are currently scheduled for an average 3.4% increase per year for five years to meet the projections presented in this memo.

In 2016-17, total water and sewer revenues for Public Works are budgeted to be \$11.22 million and are proposed to be \$11.56 million in 2017-1 under this rate



EXHIBIT "Q"

Variable Charges

To provide water and sewer services there is a portion of the costs that are variable charges. These charges are the costs to treat and distribute water and to collect, treat and dispose wastewater. The variable charge for water is essentially the cost to pump it out of Lake Tahoe, treat the water and deliver it to the customer. The variable charge for sewer is essentially what it costs to collect the wastewater and deliver it to the wastewater plant, treat the wastewater, pump and dispose of the effluent and biosolids. This requires staff, chemicals, supplies, tools, equipment, and energy to perform these services.

Capital Improvement Charge

The capital improvement charge funds the replacement of water and sewer infrastructure. There are separate connection fees to new customers to buy into existing infrastructure. The capital charge is based on funding the costs of the five year capital improvement plan with a consideration for the multi-year capital plan.

III. FINANCIAL IMPACT AND BUDGET

2011 Five Year Rate Study

The rate study for 2011 has been prepared to determine the next five years of operating and capital expenses and to provide sufficient and stable revenue to meet the operating cost increases and the near term capital needs. It is anticipated that the reserves will substantially draw down in the next five years to the point that borrowing will be necessary to maintain a responsible reserve balance. The primary reason for this is two specific projects.

The first project is the upgrades and replacement of existing equipment at the Burnt Cedar Water Disinfection Plant to meet regulatory requirements. This is a multi-year project that will replace the existing Ozone Disinfection equipment and install a new ultra-violet disinfection system to meet EPA regulations. Cost estimates of \$5.7 million have been inserted into the 5-year Capital Plan. This is \$700,000 higher than last year's estimate and reflects the results of the design phase estimating. This project is currently out for bids and a construction contract will be awarded this spring and the costs will be updated to reflect actuals.

The second major project is the continuation of the Effluent Export Project to replace an additional 30,000 lineal feet of pipeline in the Tahoe Basin in the SR-28 right-of-way. On August 1, 2009 a significant leak occurred on the pipeline that caused a road failure and necessitated a \$225,000 repair. It has been determined that it is prudent to begin the replacement of this additional six miles of pipeline at a cost of \$23 million over the next 10 years. Currently the capital budget shows that 55% of this work is being funded through the Section 595 Program. This adds \$3.9 million in capital costs to the 5-year capital plan and \$10.2 million overall in the multi-year plan. In the past, the 595 program funded 75% of the costs. The increase in the District's share has increased the District's share of the costs by \$1.8 million in the five year CIP and by \$4.7 million

overall in the multi-year plan by this change in the District's share from 25% to 45%. The Rate study has now been adjusted to increase the capital charge in sewer to collect additional revenue for the increase in costs. Last year's rate study included the Effluent Export costs at the 75% funded level.

A significant amount of capital assets are being replaced with funds already collected for that purpose. The borrowing to pay for a portion of the above two projects will place the financial burden on future rate payers. This has been the traditional mix in paying for capital in Public Works. We are currently using about 30% of the collected Capital revenue to pay for debt. In 2013/14 two significant loans are paid off cutting our annual loan payments in half which provides room for new bonding to fund the above described projects.

The rate model is prepared to determine the revenue needs to meet operating and capital expenses while maintaining prudent reserves. This target reserve balance has been adjusted downward based on current economic conditions in Nevada and with consideration given to the cost of borrowing money versus spending down reserves. Once a target revenue is established, then the water and sewer rates are adjusted to generate that revenue in the most equitable way possible. The revenue is also balanced among the various rate components to pay for fixed, variable and capital components. The new rate structures are modeled for all of the customer classes and for some classes it is modeled for every customer for the entire year. This is done to confirm that no individual customer will receive a disproportionate rate increase or decrease.

The proposed utility rate increase is to raise water by 5.3% and sewer by 9.4% for a total utility rate increase of 7.7%. In 2010 the increases were water by 4.3% and sewer by 3.9% for a total utility rate increase of 4.1%. Sewer rates have increased significantly to pay for the increased cost share for the Effluent Export Project. Prior to this year the average rate increase was expected to be 4.6% per year. The following table shows the rate increase for all of the customer classes.

Customer Class	Water Rate Increase	Sewer Rate Increase	Utility Rate Increase
Commercial	5.2%	10.4%	8.2%
Irrigation	5.1%		5.1%
IV Domestic	5.0%	10.5%	8.2%
IV Irrigation	4.3%		4.3%
IV Snowmaking	4.7%		4.7%
Multi Family	6.4%	7.2%	6.8%
Single Family	4.4%	11.5%	8.1%
Total	5.3%	9.4%	7.7%

EXHIBIT "R"

I.V.G.I.D. MULTI YEAR CAPITAL IMPROVEMENT PLAN
SEWER SUMMARY

Prepared 2/15/2011

Data Sheet	Project Title	Five Year Totals					Fifteen Year Total					Total
		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		
	Utilities											
	Sewer											
SEW 1	Replace WWTP biosolids bins	24,000	-	-	-	-	-	-	-	-	-	24,000
SEW 2	Concrete Pad Replacement	-	-	-	-	-	-	-	60,000	-	-	60,000
SEW 3	Rebuild Blower	-	-	-	-	-	-	-	50,000	-	-	50,000
SEW 4	Aeration basin and wetwell structure evaluation	-	-	-	-	-	-	75,000	500,000	-	-	575,000
SEW 5	Replace 3 Chemical Tanks	-	-	-	-	-	-	40,000	-	-	-	40,000
SEW 6	Rebuild Pumps and Other Equipment	25,000	-	50,000	-	100,000	60,000	500,000	-	-	-	735,000
SEW 7	Upgrade Wetlands Facility	25,000	25,000	25,000	25,000	25,000	125,000	125,000	150,000	-	-	525,000
SEW 8	Upgrade Sewer Pump Stations	40,000	140,000	175,000	50,000	-	180,000	-	-	-	-	585,000
SEW 9	Building Upgrades Treatment Plant	16,800	32,050	-	-	-	48,850	-	-	-	-	97,700
SEW 10	Replace & Reline Sewer Mains & Manholes	-	401,100	348,400	413,100	349,900	1,125,200	1,150,000	1,150,000	-	-	4,937,700
SEW 11	Effluent Export Line - Phase I (USACE 75% Funding)	1,300,000	-	-	-	-	-	-	-	-	-	1,300,000
SEW 13	Update Camera Equipment	-	-	-	-	-	80,000	-	-	-	-	80,000
SEW 14	Effluent Export Line - Phase II (USACE 55% Funding)	750,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	4,000,000	-	-	-	22,750,000
SEW 15	SR-28 Crystal Bay Utility Relocations	530,000	100,000	-	-	-	-	-	-	-	-	630,000
SEW 499	2001 Sellick Forklift	-	-	-	57,400	-	-	-	63,400	-	-	120,800
SEW 508	2001 Jet-Away Line Cleaner #508	-	-	-	-	-	26,000	-	-	-	-	26,000
SEW 587	2006 Kenworth T800 B Dump truck #587	-	-	-	-	-	-	197,200	-	-	-	197,200
SEW 588	2006 Dump Trailer (50,000 lbs.) #588	-	-	-	-	-	-	80,700	-	-	-	80,700
SEW 602	2007 Trackless Flail Mower	-	-	-	-	-	22,300	-	-	-	-	22,300
SEW 615	2008 Chevrolet Camera Truck	-	-	-	-	-	82,900	-	-	-	-	82,900
	Sewer Gross Sub Total:	2,710,800	2,698,150	2,598,400	2,545,500	2,474,900	11,865,250	6,726,900	1,300,000	-	-	32,919,300
	Sewer Portion of Shared Capital Projects	79,925	139,958	343,875	661,150	457,313	794,589	1,270,721	303,587	-	-	4,051,117
	Sewer Net Sub Total:	2,790,725	2,838,108	2,942,275	3,206,650	2,932,213	12,659,839	7,997,021	1,603,587	-	-	36,970,417
							Sub total 5 years --->					14,709,970
	Sewer Grant Funding:											
SEW 11	Effluent Export Line - Phase I (USACE 75% Funding)	(975,000)	-	-	-	-	-	-	-	-	-	(975,000)
SEW 14	Effluent Export Line - Phase II (USACE 55% Funding)	(412,500)	(1,100,000)	(1,100,000)	(1,100,000)	(1,100,000)	(5,500,000)	(2,200,000)	-	-	-	(12,512,500)
	Sewer Grant Funding Total:	(1,387,500)	(1,100,000)	(1,100,000)	(1,100,000)	(1,100,000)	(5,500,000)	(2,200,000)	-	-	-	(13,487,500)
	Sewer Net Total:	1,403,225	1,738,108	1,842,275	2,106,650	1,832,213	7,159,839	5,797,021	1,603,587	-	-	23,482,917
							Sub total 5 years --->					8,922,470

34

EXHIBIT "S"

Subject: Re: 2011 Employee Bonuses - Follow Up
From: s4s@ix.netcom.com
Date: 7/6/2012, 7:42 AM
To: "Herron,Susan" <Susan_Herron@ivgid.org>
BCC: Wright Frank <alpinesportss@gmail.com>

Hello Susan -

On March 16, 2012 I made a request to examine public records evidencing bonuses paid to IVGID employees for 2011 work. Now nearly FOUR MONTHS LATER still no records.

Notwithstanding, Jim Smith has informed me he has a number he was able to secure during his interviews with IVGID employees. This tells me the records have been available for months and yet still I am provided with nothing.

When if ever are these records going to be made available to me for inspection?

Aaron Katz

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MARCH 13, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(4)
– OVERVIEW OF OPERATING BUDGET – WHAT A WASTE GIVEN THAT
ACCORDING TO GM PINKERTON, THERE IS NO NEED TO INDIVID-
UALLY APPROPRIATE EXPENSES BECAUSE ALL OF THEM ARE A
“FUNCTION” OF EVERYTHING IVGID DOES AS A GENERAL
IMPROVEMENT DISTRICT. MOREOVER, STAFF’S SCHED-
ULES ARE AS PHONY AS A THREE DOLLAR BILL!**

Introduction: This agenda item introduces an overview of the District’s 2019-20 operating budget¹. But GM Pinkerton has told the Board and the public that it is unnecessary to budget for specific expenditures as long as they all fall under the generic “function” of operating a general improvement district (“GID”). So why the need to go through meaningless descriptions which in the end do not restrict staff from spending the public’s moneys on anything?

Moreover, staff’s schedules go out of the way to hide the fact they are budgeting for a \$1.6 million or greater operational surplus plus an additional \$1.4 million or more in proceeds of “smoothing.” And what’s the significance? If staff shared with the Board and the public that we are going to realize a surplus and don’t require \$1.4 million of our Beach (“BFF”) and/or Recreation (“RFF”) Facility Fee(s), staff would have to reduce these fees by a like amount which would reduce the funds available for them to continue wasting. And that’s the purpose of this written statement.

GM Pinkerton’s Admissions on December 12, 2018: On December 12, 2018 GM Pinkerton gave the following testimony to the Board and the public explaining his justification for spending \$788,137 on projects *different* than the effluent storage pond liner the Board had expressly appropriated, and staff had expressly represented:

“The first thing to remember is no matter what words we have in the narrative, if it’s th(e)...effluent project (then)...there are a whole series of different things that are charged to (that)...project. People can argue left and right that (an assigned expense)...is not part of the effluent project. But...anything from the (treatment) plant to Douglas County that has to do with the delivery of that effluent, and related to any of the work we’re doing on phase II, is part of the effluent project.”²

In other words, do as I say rather than as I do!

¹ See pages 101-186 of the packet of materials prepared by staff in anticipation of the Board’s March 13, 2019 meeting [“the 3/13/2019 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-13-19.pdf)].

² See 3:42:37-3:43:13 of the 12/12/2018 livestream.

If our GM is correct that the phase II of the Effluent Pipeline project can include essentially “anything...that has (anything) to do with the delivery of...effluent” (i.e., an expenditure by function rather than by description), then why the need to budget for individual operational expenditures? Simply budget to spend \$X.00, and then let staff figure out where to spend it. Either Mr. Pinkerton is very, very wrong in his prior explanation, or the entire budget process is an incredible waste and exercise in deception.

Moreover, Staff is Guilty of Deceitfully Hiding the Fact it Has Budgeted a \$1.6 Million or Greater Surplus at Diamond Peak Because Telling the Truth Would Mean Reducing the RFF/BFF By a Like Amount: At page 110 of the 3/13/2019 Board packet staff have created a summary of budgeted revenues (called sources) and expenses (called uses) it has assigned to “Ski” aka Diamond Peak. Look at the total “sources” (\$7,669,349) compared to “uses” (\$7,622,418)³. They pretty much balance one another out, don’t they? Well look a little closer under the “sources” portion of the summary.

Look at the “Facility Fee” line. Instead of budgeting to receive any of the RFF, staff have budgeted to give away or transfer somewhere \$1,640,600 of revenues coming from other sources. What other sources? Well they cannot possibly be from Miscellaneous or Interfund revenues because there would be another \$1.5 Million missing. So they have to be from Diamond Peak user fees and sales aka “charges for services.” In other words, instead of budgeting to realize \$9.22 Million in sales revenue, staff have budgeted to realize \$7.669 Million combined from all sources including sales. How can this be? Where has the minus \$1.64 Million of RFFs gone? And whatever the answer, why hasn’t it been disclosed under the “uses” aka expenses portion of the summary? It’s called “financial transparency.”⁴

Look at the bottom of the summary. Under the actual 2017 fiscal year end (“FYE”) column staff reports \$3.374 Million in profits (or surplus)! Not that I believe the truthfulness of the expenses reported which reduced gross revenues by a like amount, but assuming *arguendo* they were accurate, Diamond Peak actually generated *more* than \$3.374M of profit this fiscal year because notwithstanding the fact staff told the Board and the public that the RFF was required, in part, to pay for the costs necessary to make Diamond Peak “available” to be used by those parcels/dwelling units actually assessed⁵, and some amount was actually collected for this purpose, *none* was required and *none* of this excess was returned to those whose parcels/dwelling units were involuntarily assessed.

³ A copy of this page is attached as Exhibit “A” to this written statement.

⁴ Go to <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

⁵ See pages 404-405 of the packet of materials prepared by staff in anticipation of the Board’s April 27, 2016 meeting [“the 4/27/2016 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Regular_Packet_4-27-16.pdf)]. Copies of these pages, which are part of the “Report for Collection of on the County Tax Roll of Recreation Standby and Service Charges” for fiscal year 2016-17 which was approved in its final form by the Board on May 18, 2016 as Resolution No. 1847, with asterisks next to ¶¶I and II which state that a RFF of \$5,891,040 was “required...for the proper servicing of...bonds and...the administration, operation, maintenance and improvement of (the

Again look at the bottom of the summary. Under the actual 2018 FYE column staff reports \$602,113 in profits (or surplus)! Again, not that I believe the truthfulness of the expenses reported which reduced gross revenues by a like amount, but assuming *arguendo* they were accurate, Diamond Peak actually generated *more* than \$602,113 of profit this fiscal year because notwithstanding the fact staff told the Board and the public that the RFF was required, in part, to pay for the costs necessary to make Diamond Peak “available” to be used by those parcels/dwelling units actually assessed⁶, and some amount was actually collected for that purpose, *none* was required and *none* of this excess was returned to those whose parcels/dwelling units were involuntarily assessed.

Again look at the bottom of the summary. Under the actual 2019 FYE column, staff reports \$1,819,500 in profits⁷ (or surplus)! Again, not that I believe the truthfulness of the expenses reported which will reduce gross revenues by a like amount, but assuming *arguendo* they are accurate, Diamond Peak will actually generate *more* than \$1,819,500 of profit this fiscal year because notwithstanding the fact staff told the Board and the public that the RFF was required, in part, to pay for the costs necessary to make Diamond Peak “available” to be used by those parcels/dwelling units actually assessed⁸, and some amount was actually collected for that purpose, *none* will be required,

District’s recreational facilities, including Diamond Peak, and its)...equipment and facilities, are attached as Exhibit “B” to this written statement.

⁶ See pages 97-98 of the packet of materials prepared by staff in anticipation of the Board’s April 13, 2017 meeting [“the 4/13/2017 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-13-17.pdf)]. Copies of these pages, which are part of the “Report for Collection of on the County Tax Roll of Recreation Standby and Service Charges” for fiscal year 2017-18 which was approved in its final form by the Board on May 24, 2017 as Resolution No. 1860, with asterisks next to ¶¶I and II which state that another RFF of \$5,776,700 was “required...for the proper servicing of...bonds and...the administration, operation, maintenance and improvement of (the District’s recreational facilities, including Diamond Peak, and its)...equipment and facilities, are attached as Exhibit “C” to this written statement.

⁷ Actually, I expect that by the end of the current fiscal year, this number is going to be greater; perhaps \$700,000 greater than estimated because of extended operations and greater than 2017-18 skier visits. I believe staff is downplaying the number because the higher the number, the greater the profits or surplus.

⁸ See pages 207-208 of the packet of materials prepared by staff in anticipation of the Board’s April 13, 2017 meeting [“the 4/11/2018 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-11-2018.pdf)]. Copies of these pages, which are part of the “Report for Collection of on the County Tax Roll of Recreation Standby and Service Charges” for fiscal year 2018-19 which was approved in its final form by the Board on May 23, 2018 as Resolution No. 1865, with asterisks next to ¶¶I and II which state that another RFF of \$5,776,700 was “required...for the proper servicing of...bonds and...the administration, operation, maintenance and improvement of (the District’s recreational facilities, including Diamond Peak, and its)...equipment and facilities, are attached as Exhibit “D” to this written statement.

and I predict *none* of this excess will be returned to those whose parcels/dwelling units are going to be involuntarily assessed.

So after the last three fiscal years, staff have reported nearly \$5.8 Million of collective profits from Diamond Peak alone, those whose parcels/dwelling units were involuntarily assessed have not received any of it back, and now staff is budgeting for another \$1.6 Million or more in additional profits. **Something is very, very wrong here and it's not me, the messenger!**

And Staff Are Guilty of Deceitfully Representing \$100,390 of Budgeted Losses for Community Services Administration Because This is the Accounting Fund Where Staff Hide the Positive Cash Flow Coming From Diamond Peak: At page 156 of the 3/13/2019 Board packet staff have created a summary of budgeted revenues and expenses they have assigned to "Community Services Administration." Look at the total "sources" (\$343,181) compared to "uses" (\$443,571)⁹. They pretty much balance one another, don't they? Well guess what? This entire sheet is phony. There is no such thing as Community Services Administration, and there are no expenses to reduce revenues assigned/transferred into this sub fund.

For years nearly no one other than Director of Finance Gerry Eick knew what the Community Services Administration sub fund was. That was until April 7, 2016 when Mr. Eick provided the answer. At pages 14-15 of the Board packet for the Board's May 21, 2015 meeting, Mr. Eick told the public that \$57 of each assessed parcel owner's 2015-16 RFF (i.e., 7.8% of the total RFF) allegedly went to pay operational and capital costs associated with "Comm(unity) Services Administration." But on April 7, 2016 Mr. Eick admitted *this representation was false*. In testimony to the Board as a prelude to its adoption of a 5 year Capital Improvement Plan, Mr. Eick revealed that this entry was really nothing more than a discretionary "reserve" or "cushion" to accumulate funds which could be used for unforeseen recreation expenses or future CIPs. Listen to Mr. Eick's admission in answer to former Trustee Hammerel's questions pertaining to this entry¹⁰:

Mr. Eick: "I have used that venue title...as *our discretionary fund*...to make it clear...what we've accumulated through operations or will accumulate through operations to finance future expenditures."

Trustee Hammerel: "I understand *it's kind of a built in cushion*...(But) more importantly, I think we talked before about not only having a reserve fund for each (recreation) venue but then having an

⁹ A copy of this page is attached as Exhibit "E" to this written statement.

¹⁰ Although I can no longer point the reader to the Board packet where these documents exist (because staff have removed the packet from its web site), I can point him/her to the livestream where you can listen to former Trustee Hammerel's questions and Mr. Eick's responses (see 43:37-53:28 at <http://livestream.com/IVGID/events/5144683>).

(additional) umbrella (reserve) fund for *all* community services (venues)...*Is that what you're intending here for this Community Services Admin (entry)?*"

Mr. Eick: "***That is correct!***"

What Mr. Eick admitted was that for 2015-16, rather than being a legitimate standby service charge for the mere "availability to use" the public's recreational and beach facilities as well as the services offered thereat, this entry was \$466,317 *more than necessary* to create a discretionary "cushion" or umbrella "reserve" so that just like smoothing (see discussion below), staff could accumulate funds to spend on future unidentified, unbudgeted and unappropriated pet projects.

Moreover, look at the "Charges for Services" line on Exhibit "A." Instead of budgeting to receive any of the represented charges for services, staff have budgeted to give away or transfer \$748,600 of revenues coming from other sources. What other sources? Well they cannot possibly be from Investment or Miscellaneous revenues because there would be another \$700,000 missing. So it has to be from the RFF. In other words, instead of budgeting to realize \$1,091,781 of charges for services, staff have budgeted to realize \$343,181 combined from all sources. How can this be? Where has the minus \$748,600 of charges for service gone? And whatever the answer, why hasn't it been disclosed under the "uses" aka expenses portion of the summary?

Simply stated, **this entire summary is phony!**

And Staff Are Guilty of Deceitfully Representing \$100,390 of Budgeted Losses for Community Services Administration Because This is the Accounting Fund Where Staff Hide the Positive Cash Flow Coming From "Smoothing:" To those of you new to our community, "smoothing" represents portions of the RFF/BFF assigned to pay **Non-Existent Servicing Costs Associated With Retired Recreation Bonds**. Let's review.

a) **The Servicing Costs Associated With a Retired 2003 \$5.5 Million General Obligation Bond:** As IVGID's Chief Financial Officer, Mr. Eick is responsible for preparing the *unaudited* statistical sections of each year's CAFR. Insofar as IVGID's 2014 CAFR was concerned¹¹, that section begins at page 55. Since local property owners want to know where the RFF/BFF their properties are being *involuntarily* assessed are being spent, here Mr. Eick responds. The reader's attention is directed to the row on page 75 labeled "Golf/Tennis/Ski Bonds." There the reader will learn that according to Mr. Eick, for the ten fiscal years 2004-05 through and including 2013-14, \$85 of each assessed parcel's RFF allegedly went to pay the servicing costs on a 2003 \$5.5 million "Recreation Golf Imp." Bond. And if

¹¹ See <https://www.yourtahoeplace.com/uploads/pdf-ivgid/2014CAFReport.pdf> ("the 2014 CAFR").

the reader examines page 75 of the 2013 CAFR¹², he/she will learn that Mr. Eick made this same representation for the ten fiscal years 2003-04 through 2012-13.

Now take a look at page 38 of the 2013 CAFR under "Long-Term Debt." Look at the portion labeled "Outstanding Long-Term (Recreation) Debt as of June 30, 2012." There the reader will learn that the subject 2003 bond was issued on March 1, 2003, and it matured on March 1, 2013. In fact, this page states that the final \$695,000 "principal outstanding" payment was scheduled to be paid in fiscal year 2012-13. *And in fact it was!* In other words, when Mr. Eick made the representations he did in the 2014 CAFR, he knew ***the 2003 bond had been retired prior to fiscal year 2013-14***. Given ¶II of each fiscal year's Report for Collection on the County Tax Roll¹³ represents that the RFF adopted for that year "is required(, in part)...for the proper servicing of...identified bonds," and the reader now understands that the 2013-14 RFF was *not* required to pay the servicing costs on the 2003 bond because it had been retired, ***why did Mr. Eick represent that each parcel/dwelling unit owner's RFF had paid for this bond's servicing costs as a 2013-14 expense?*** It's called "financial transparency."⁴

At the Board's regular December 10, 2014 meeting it unanimously approved the 2014 CAFR in its then presented form, *including the aforesaid page 75*, notwithstanding objections were raised during public comment¹⁴ because the page *falsely* represents that \$85 of every parcel/dwelling unit owner's 2013-14 RFF had gone to pay the servicing costs on a bond which had been retired prior to the beginning of the 2013-14 fiscal year. Because rather than being a legitimate standby service charge "for the proper servicing of...identified bonds," under Mr. Eick's tutelage as the architect of the District's financial reporting system, the Board has in essence budgeted the RFF/BFF at levels *higher than necessary* so the excess can be made available to IVGID staff as a steady, dependable source of revenue for future unidentified, unbudgeted, unappropriated and unnecessary pet projects which just like a "tax" benefit the general public as a whole, rather than just those parcels which are assessed. Which again answers the question, ***why does the RFF continue to pay for this bond's servicing costs?***

b) The Servicing Costs Associated With a Retired 2004 \$4.445 Million Recreation General Obligation Bond: If the reader returns to page 38 of the 2014 CAFR, he/she will see there is

¹² See https://www.yourtahoeplace.com/uploads/pdf-ivgid/2013cafreport_11_4_2013_final.pdf ("the 2013 CAFR").

¹³ See ¶II of Exhibits "B," "C" and "D."

¹⁴ The written minutes of that meeting appear at pages 241-295 of the packet of materials prepared by staff in anticipation of the Board's regular January 14, 2015 meeting ["the 1/14/2015 Board packet" (see https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Regular_Packet_Jan_14_2015.pdf)]. Page 246 from that packet reads as follows: "on page 93, there is a statement about the Recreation Fee and where it allegedly goes and that \$85 went to payoff the 2003 bond...That bond was paid off in March 2013 (and) yet the District is publishing this report...telling the public and the world that this is (an) accurate" representation when it is not.

another recreation bond which was retired on/or before October 1, 2014; a \$4.445 million 2004 "recreation refunding" bond. Given ¶III of the Report for Collection on the County Tax Roll which supported the 2014-15 RFF expressly represented that the 2014-15 RFF adopted therein was "required(, in part)...for the proper servicing of...identified bonds," the reader can see that the 2014-15 RFF was *not* required to service the 2004 bond which had been retired. Yet the 2014-15 RFF was the same amount as the 2013-14 RFF. *What happened to the portion of the 2014-15 RFF which had previously serviced the 2004 bond?* It went to "smoothing." Which answers the question, ***why does the RFF continue to pay for this bond's servicing costs?***

And Staff Are Guilty of Deceitfully Representing That \$1,348,900 of Budgeted Central Services Revenue in the General Fund, is Really \$1,348,900 of Budgeted Overspending Subsidized by the RFF/BFF and Utility Rates Local Residents Involuntarily Pay: At page 173 of the 3/13/2019 Board packet staff have created a summary of budgeted revenues and expenses it has assigned to its General Fund. Look at the total "sources" (\$4,898,352) compared to "uses" (\$4,891,369)¹⁵. They pretty much balance one another, don't they? Well again, look a little closer under the "sources" portion of the summary. Specifically, look to "Central Services" income.

Do you have any idea what this is? Well let me tell you the truth. This represents transfers coming from the District's recreation, beach and utility funds, to cover a like amount of overspending assigned to the General Fund. What kind of overspending. OVER compensation and OVER benefits assigned to IVGID's senior staff. You know, GM Pinkerton, Finance Director Eick, Board Clerk Susan Herron, and right down the line. If you want to see the extent of overspending, take a look at IVGID's latest report of some 980 employees' salaries and benefits at transparentnevada.org¹⁶. Note the twelve employees earning in excess of \$100,000 annually, just in salaries!

Take a look at Exhibit "B." Ski is budgeted to transfer \$388,700 in "Central Services" into the General Fund¹⁷. Take a look at Exhibit "F." Community Services Administration is budgeted to transfer \$19,300 into the General Fund¹⁷. The reader can go through each of the other summaries in staff's presentation, and he/she will find similar expense entries. Every one of those entries represents transfers back into the General Fund to subsidize budgeted overspending. And again, this is called "financial transparency."⁴

Conclusion: Bottom line, these summaries have been doctored by Gerry Eick to make the less knowledgeable believe they accurately reflect the District's financial position, and nearly \$7 Million of RFFs/BFFs continue to be required to make the public's recreational and beach facilities available to be used by those parcels/dwelling units which are being involuntarily assessed, when they are not necessary at all. Until the Board forces staff to open up the public's books to a comprehensive internal

¹⁵ A copy of this page is attached as Exhibit "F" to this written statement.

¹⁶ Go to <https://transparentnevada.com/salaries/2018/incline-village-general-improvement-district/>.

¹⁷ I have placed an asterisk next to this entry.

audit, I and others I know cannot and do not believe anything staff represent. For these reasons I ask the Board not approve any of these financials, and it dig down to the truth.

One final note. The next time someone labels a financial disclosure page “financial transparency,”⁴ you should immediately conclude the exact opposite. For if the District’s financials were truly transparent, you wouldn’t need to be told this fact (you could figure this out for yourself), and you sure wouldn’t need someone like me explaining the truth.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
SKI
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	↓ Actual FYE - 17	↓ Actual FYE - 18	↓ Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	11,326,968	9,155,646	10,700,000	8,898,800	9,222,320
Facility Fee	(1,227,693)	(1,636,874)	(1,642,000)	(1,642,000)	(1,640,600)
Investment income	(3,500)	23,220	24,000	-	-
Miscellaneous Revenues	73,741	74,119	71,000	71,517	71,429
Intergovernmental	-	-	-	-	-
Interfund	15,284	10,329	-	16,200	16,200
Central Services	-	-	-	-	-
Total Sources	10,184,800	7,626,440	9,153,000	7,344,517	7,669,349
Uses:					
Salaries & Wages	2,636,401	2,767,963	2,850,000	2,867,877	2,950,495
Employee Benefits	754,107	847,817	950,000	978,691	985,297
Total Personnel	3,390,508	3,615,780	3,800,000	3,846,568	3,935,792
Professional Services	10,500	35,800	23,000	23,100	23,400
Services & Supplies	1,981,701	1,808,998	1,900,000	1,901,822	2,050,181
Insurance	200,852	199,812	195,000	201,960	195,400
Utilities	393,867	609,003	600,000	614,815	604,945
Cost of Goods Sold	523,670	450,634	480,000	429,950	424,000
Central Services	309,500	304,300	335,500	335,500	388,700 *
Defensible Space	-	-	-	-	-
Total Services & Supplies	3,420,090	3,408,547	3,533,500	3,507,147	3,686,626
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	6,810,598	7,024,327	7,333,500	7,353,715	7,622,418
Net Sources (Uses)	\$ 3,374,202	\$ 602,113	\$ 1,819,500	\$ (9,198)	\$ 46,931

EXHIBIT "B"



I. The following annual charges are for the availability of use of the recreational facilities above described, and such charges (excepting those charges collected directly by the District) shall be collected by the Washoe County Treasurer at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District. ★

- A. Dwelling Unit Included in the District Prior to June 1, 1968.** \$720 annual base Recreation Facility Fee for each dwelling unit, whether such unit stands alone or is part of a multiple unit residential structure and whether or not such unit is separately assessed by the County Assessor; and an additional \$110 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area. (For purposes hereof, a dwelling unit shall be placed on the roll at the earlier of the commencement of construction, site preparation, or utility meter installation on any portion of the lot on which the dwelling unit is located.)
- B. Other Parcels in the District Prior to June 1, 1968.** For each parcel separately assessed by the County Assessor, which parcel does not contain any dwelling units, \$720 annual base Recreation Facility Fee and an additional \$110 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area.
- C. Properties Annexed After June 1, 1968.** Properties annexed to the District after June 1, 1968, shall have an annual base Recreation Facility Fee of \$720. Properties annexed after June 1, 1968, are not entitled to the use of the beaches or boat launching area and pay no Beach Facility Fee.
- D. Exceptions.** Lots, parcels and areas of land used, or the portions thereof used, or intended to be used, for religious purposes or educational purposes; common areas without occupied structures appurtenant to a condominium or townhouse cluster; and publicly owned lands, are excepted and excluded from the charges imposed by subsections A through C of this section. In addition, any parcel which is (1) undeveloped, and (2) subject to a deed restriction, acceptable to IVGID staff, preventing any and all development of the parcel in perpetuity, which deed restriction is recorded in the Washoe County Recorder's Office, and (3) whose owner agrees to waive in perpetuity on his own behalf as well as on behalf of his successors and assigns any right to demand in the future any recreation privileges arising from or associated with said parcel is also excepted and excluded from the charges imposed by subsections A through C of this section.

Any exception granted pursuant to paragraph I. D shall operate prospectively only from and after the date subsequent to which such exception is approved by the Board of Trustees of the Incline Village General Improvement District and no exception as created by the paragraph I. D shall have any retroactive application.



- E. Recreation Privileges.** Each parcel which is charged a Recreation and/or Beach Facility Fee is entitled to recreation privileges, as described in IVGID Ordinance No. 7, an Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District.
- F. Governmental, Civic, or Social Groups of Guests.** Any group of persons which participates with Incline Village General Improvement District property owner groups, governmental, civic, or social groups, in recreation or other community projects, may, upon application by the sponsoring group of Incline Village General Improvement District property owners, and when approved as to the time and use of the Incline Village General Improvement District facilities, be granted beach privileges upon payment of a sum not to exceed \$12.00 per person, the amount to be determined at the time of application.
1. The sponsoring groups shall accept in writing total responsibility for their guests in their use of the Incline Village General Improvement District facilities.
 2. Approval of use shall be for each specific group as to time and the activity, and shall be authorized in writing by the General Manager *or his representatives of the Incline Village General Improvement District* at least ten days prior to the requested group activity.
 3. Such approval shall be granted only for such times as the group activity shall constitute minimal interference with the normal use of the facility.
- II. The amount of moneys required for the fiscal year extending from July 1, 2016, to June 30, 2017, has been determined by this Board to be about \$5,891,040 for the Recreation Facility Fee and \$851,840 for Beach Facility Fee for the proper servicing of said identified bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities. *
- III. Said sum has been apportioned among the several lots, pieces or parcels of real property, and dwelling units within the District in accordance with the applicable rates and charges prescribed and established therefore as set forth in this report.
- IV. The lots and parcels of real property so charged have been described by their parcel numbers used by the County Assessor in the County Tax Roll for the fiscal year 2016-2017, which are by reference to maps prepared by and on file in the office of the County Assessor for said County.
- V. The Board has, by resolution, elected and determined to have such charges for the forthcoming fiscal year collected on the general tax roll of the County of Washoe for said year, on which general District taxes are collected, in the same manner, by the same persons and at the same time, together with and not separately from its general District taxes.

EXHIBIT "C"



- I. The following annual charges are for the availability of use of the recreational facilities above described, and such charges (excepting those charges collected directly by the District) shall be collected by the Washoe County Treasurer at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District. ✱
- A. **Dwelling Unit Included in the District Prior to June 1, 1968.** \$705 annual base Recreation Facility Fee for each dwelling unit, whether such unit stands alone or is part of a multiple unit residential structure and whether or not such unit is separately assessed by the County Assessor; and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area. (For purposes hereof, a dwelling unit shall be placed on the roll at the earlier of the commencement of construction, site preparation, or utility meter installation on any portion of the lot on which the dwelling unit is located.)
- B. **Other Parcels in the District Prior to June 1, 1968.** For each parcel separately assessed by the County Assessor, which parcel does not contain any dwelling units, \$705 annual base Recreation Facility Fee and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area.
- C. **Properties Annexed After June 1, 1968.** Properties annexed to the District after June 1, 1968, shall have an annual base Recreation Facility Fee of \$705. Properties annexed after June 1, 1968, are not entitled to the use of the beaches or boat launching area and pay no Beach Facility Fee.
- D. **Exceptions.** Lots, parcels and areas of land used, or the portions thereof used, or intended to be used, for religious purposes or educational purposes; common areas without occupied structures appurtenant to a condominium or townhouse cluster; and publicly owned lands, are excepted and excluded from the charges imposed by subsections A through C of this section. In addition, any parcel which is (1) undeveloped, and (2) subject to a deed restriction, acceptable to IVGID staff, preventing any and all development of the parcel in perpetuity, which deed restriction is recorded in the Washoe County Recorder's Office, and (3) whose owner agrees to waive in perpetuity on his own behalf as well as on behalf of his successors and assigns any right to demand in the future any recreation privileges arising from or associated with said parcel is also excepted and excluded from the charges imposed by subsections A through C of this section.

Any exception granted pursuant to paragraph I. D shall operate prospectively only from and after the date subsequent to which such exception is approved by the *Board of Trustees* of the Incline Village General Improvement District and no exception as created by the paragraph I. D shall have any retroactive application.



- E. **Recreation Privileges.** Each parcel which is charged a Recreation and/or Beach Facility Fee is entitled to recreation privileges, as described in IVGID Ordinance No. 7, an Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District.
- F. **Governmental, Civic, or Social Groups of Guests.** Any group of persons which participates with Incline Village General Improvement District property owner groups, governmental, civic, or social groups, in recreation or other community projects, may, upon application by the sponsoring group of Incline Village General Improvement District property owners, and when approved as to the time and use of the Incline Village General Improvement District facilities, be granted beach privileges upon payment of a sum not to exceed \$12.00 per person, the amount to be determined at the time of application.
1. The sponsoring groups shall accept in writing total responsibility for their guests in their use of the Incline Village General Improvement District facilities.
 2. Approval of use shall be for each specific group as to time and the activity, and shall be authorized in writing by the General Manager or his representatives of the Incline Village General Improvement District at least ten days prior to the requested group activity.
 3. Such approval shall be granted only for such times as the group activity shall constitute minimal interference with the normal use of the facility.
- II. The amount of moneys required for the fiscal year extending from July 1, 2017, to June 30, 2018, has been determined by this Board to be about \$5,776,700 for the Recreation Facility Fee and \$969,500 for Beach Facility Fee for the proper servicing of said identified bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities.
- III. Said sum has been apportioned among the several lots, pieces or parcels of real property, and dwelling units within the District in accordance with the applicable rates and charges prescribed and established therefore as set forth in this report.
- IV. The lots and parcels of real property so charged have been described by their parcel numbers used by the County Assessor in the County Tax Roll for the fiscal year 2017-2018, which are by reference to maps prepared by and on file in the office of the County Assessor for said County.
- V. The Board has, by resolution, elected and determined to have such charges for the forthcoming fiscal year collected on the general tax roll of the County of Washoe for said year, on which general District taxes are collected, in the same manner, by the same persons and at the same time, together with and not separately from its general District taxes.

EXHIBIT "D"



I. The following annual charges are for the availability of use of the recreational facilities above described, and such charges (excepting those charges collected directly by the District) shall be collected by the Washoe County Treasurer at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District. ★

- A. **Dwelling Unit Included in the District Prior to June 1, 1968.** \$705 annual base Recreation Facility Fee for each dwelling unit, whether such unit stands alone or is part of a multiple unit residential structure and whether or not such unit is separately assessed by the County Assessor; and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area. (For purposes hereof, a dwelling unit shall be placed on the roll at the earlier of the commencement of construction, site preparation, or utility meter installation on any portion of the lot on which the dwelling unit is located.)
- B. **Other Parcels in the District Prior to June 1, 1968.** For each parcel separately assessed by the County Assessor, which parcel does not contain any dwelling units, \$705 annual base Recreation Facility Fee and an additional \$125 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area.
- C. **Properties Annexed After June 1, 1968.** Properties annexed to the District after June 1, 1968, shall have an annual base Recreation Facility Fee of \$705. Properties annexed after June 1, 1968, are not entitled to the use of the beaches or boat launching area and pay no Beach Facility Fee.
- D. **Exceptions.** Lots, parcels and areas of land used, or the portions thereof used, or intended to be used, for religious purposes or educational purposes; common areas without occupied structures appurtenant to a condominium or townhouse cluster; and publicly owned lands, are excepted and excluded from the charges imposed by subsections A through C of this section. In addition, any parcel which is (1) undeveloped, and (2) subject to a deed restriction, acceptable to IVGID staff, preventing any and all development of the parcel in perpetuity, which deed restriction is recorded in the Washoe County Recorder's Office, and (3) whose owner agrees to waive in perpetuity on his own behalf as well as on behalf of his successors and assigns any right to demand in the future any recreation privileges arising from or associated with said parcel is also excepted and excluded from the charges imposed by subsections A through C of this section.

Any exception granted pursuant to paragraph I. D shall operate prospectively only from and after the date subsequent to which such exception is approved by the *Board of Trustees* of the Incline Village General Improvement District and no exception as created by the paragraph I. D shall have any retroactive application.



- E. **Recreation Privileges.** Each parcel which is charged a Recreation and/or Beach Facility Fee is entitled to recreation privileges, as described in IVGID Ordinance No. 7, an Ordinance Establishing Recreation Privileges by the Incline Village General Improvement District.
- F. **Governmental, Civic, or Social Groups of Guests.** Any group of persons which participates with Incline Village General Improvement District property owner groups, governmental, civic, or social groups, in recreation or other community projects, may, upon application by the sponsoring group of Incline Village General Improvement District property owners, and when approved as to the time and use of the Incline Village General Improvement District facilities, be granted beach privileges upon payment of a sum not to exceed \$12.00 per person, the amount to be determined at the time of application.
1. The sponsoring groups shall accept in writing total responsibility for their guests in their use of the Incline Village General Improvement District facilities.
 2. Approval of use shall be for each specific group as to time and the activity, and shall be authorized in writing by the General Manager *or his representatives of the Incline Village General Improvement District* at least ten days prior to the requested group activity.
 3. Such approval shall be granted only for such times as the group activity shall constitute minimal interference with the normal use of the facility.
- II. The amount of moneys required for the fiscal year extending from July 1, 2018, to June 30, 2019, has been determined by this Board to be about \$5,776,700 for the Recreation Facility Fee and \$969,500 for Beach Facility Fee for the proper servicing of said identified bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities. ✱
- III. Said sum has been apportioned among the several lots, pieces or parcels of real property, and dwelling units within the District in accordance with the applicable rates and charges prescribed and established therefore as set forth in this report.
- IV. The lots and parcels of real property so charged have been described by their parcel numbers used by the County Assessor in the County Tax Roll for the fiscal year 2018-2019, which are by reference to maps prepared by and on file in the office of the County Assessor for said County.
- V. The Board has, by resolution, elected and determined to have such charges for the forthcoming fiscal year collected on the general tax roll of the County of Washoe for said year, on which general District taxes are collected, in the same manner, by the same persons and at the same time, together with and not separately from its general District taxes.

EXHIBIT "E"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 COMMUNITY SERVICES ADMINISTRATION
 PROPOSED OPERATING SOURCES AND USES
 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	(573,542)	(758,480)	(725,000)	(510,600)	(748,600)
Facility Fee	842,767	913,137	886,680	886,680	1,041,781
Investment income	27,108	46,083	45,000	30,000	50,000
Miscellaneous Revenues	-	1,398	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	296,333	202,138	206,680	406,080	343,181
Uses:					
Salaries & Wages	144,286	144,815	135,000	122,353	183,759
Employee Benefits	45,185	41,518	43,000	43,256	60,652
Total Personnel	189,471	186,333	178,000	165,609	244,411
Professional Services	330	6,858	-	-	-
Services & Supplies	42,120	42,467	60,000	77,787	71,256
Insurance	-	-	-	-	-
Utilities	13,090	7,812	12,000	14,604	8,604
Cost of Goods Sold	-	-	-	-	-
Central Services	12,300	18,800	17,000	17,000	19,300
Defensible Space	97,046	95,228	100,000	100,000	100,000
Total Services & Supplies	164,886	171,165	189,000	209,391	199,160
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	354,357	357,498	367,000	375,000	443,571
Net Sources (Uses)	\$ (58,024)	\$ (155,360)	\$ (160,320)	\$ 31,080	\$ (100,390)

EXHIBIT "F"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
GENERAL FUND
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ 1,476,017	\$ 1,533,905	\$ 1,610,000	\$ 1,611,738	\$ 1,646,962
Consolidated Taxes	1,486,270	1,649,920	1,685,000	1,673,595	1,735,090
Charges for Services	-	-	-	-	-
Facility Fee	-	-	-	-	-
Investment income	51,680	89,960	150,000	138,600	165,000
Miscellaneous Revenues	3,198	2,047	2,600	3,600	2,400
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	1,177,200	1,094,000	1,169,400	1,169,400	1,348,900
Total Sources	<u>4,194,365</u>	<u>4,369,832</u>	<u>4,617,000</u>	<u>4,596,933</u>	<u>4,898,352</u>
Uses:					
Salaries & Wages	1,819,919	1,848,640	2,002,000	2,004,019	2,115,940
Employee Benefits	781,966	803,839	935,000	969,905	1,068,804
Total Personnel	<u>2,601,885</u>	<u>2,652,479</u>	<u>2,937,000</u>	<u>2,973,924</u>	<u>3,184,744</u>
Professional Services	375,989	218,282	238,000	288,125	293,750
Services & Supplies	479,503	562,451	600,000	673,375	768,185
Insurance	35,763	50,440	62,000	61,380	52,680
Utilities	110,527	102,550	103,000	106,485	106,565
Cost of Goods Sold	-	-	-	-	-
Central Services	-	-	-	-	-
Defensible Space	-	-	-	-	-
Total Services & Supplies	<u>1,001,782</u>	<u>933,723</u>	<u>1,003,000</u>	<u>1,129,365</u>	<u>1,221,180</u>
General Fund Cap. Exp.	148,435	113,813	270,000	392,250	485,445
Total Uses	<u>3,752,102</u>	<u>3,700,015</u>	<u>4,210,000</u>	<u>4,495,539</u>	<u>4,891,369</u>
Net Sources (Uses)	<u>\$ 442,263</u>	<u>\$ 669,817</u>	<u>\$ 407,000</u>	<u>\$ 101,394</u>	<u>\$ 6,983</u>

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MARCH 13, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM E(1) –
REPORTS TO THE IVGID BOARD OF TRUSTEES (“BOARD”) – WHO IS THE
TAHOE PROSPERITY CENTER (“TPS”), WHAT DOES IT HAVE TO DO WITH
IVGID, AND WHY HAS IT BEEN GIVEN A SPOT ON THE AGENDA?**

Introduction: So the Board’s agendas aren’t large enough? Its meetings don’t last long enough? And so we have another “under utilized asset” (i.e., Board meetings) we need to fill up with useless drivel? Yet we don’t give local citizens a place on the agenda where they can present their legitimate concerns to the Board? This explains agenda item E(1) and why the Board should put a stop to it and similar endeavors. And that’s the purpose of this written statement.

Who is TPS, and What Does it Have to Do With ANYTHING IVGID Has Been Created to Furnish? Take a look at pages 5-15 of the packet of materials prepared by staff in anticipation of this March 13, 2019 Board meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-13-19.pdf (“the 3/13/2019 Board packet”)]. There the reader will find a written presentation labeled “Uniting Tahoe’s Communities to Strengthen Regional Prosperity.” What does this presentation have to do with *ANYTHING* IVGID is empowered to address?

So I went to TPS’s web site (<http://www.tahoeprosperty.org/about>) in order to learn the answer. And here is what I discovered. It’s mission is to “unit(e) Tahoe’s communities to strengthen regional prosperity.” What is prosperity? “The condition of being successful or thriving, especially economic well-being.” What is TPS’ vision? “A prosperous, sustainable, healthy Lake Tahoe.”

What does TPS’ written presentation tell us is its vision and mission? “Transforming local housing options so that residents and workers can live, work and thrive in Lake Tahoe,” and “Accelerating housing solutions to produce, maintain, upgrade, reuse and unlock homes attainable for residents and workers in Lake Tahoe.”¹

Given IVGID is nothing more than a special district² with limited basic powers, and none of those powers³ involve providing for the health, safety, welfare nor prosperity of Lake Tahoe, **WHY IS THE BOARD GIVING TPS A FORUM ON THIS AGENDA?**

Who Exactly Gave TPS a Spot on This Meeting’s Agenda? Let’s go to IVGID Policy No. 3.1.08⁴ (“Agenda Preparation”) for the answer: “The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda for each meeting.” So the finger of responsibility must be pointed on Chairperson Kendra Wong.

¹ See page 13 of the 3/13/2019 Board packet.

² See NRS 308.020(2).

³ See NRS 318.116 for a list of a general improvement district’s (“GID’s”) permissible basic powers.

⁴ See page 11 at <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

It is very popular in some circles these days to give awards to people regardless of their achievements. So tonight, I would like to award each member of our Board a special silver snowflake award. As the official ventriloquist puppets of the Pinkerton administration, our Board has excelled in their ability to faithfully mimic each and every command of Mrrs. Pinkerton and Eick. Our community can rejoice in seeing all of IVGID's wonderful new trucks around town, seeing lots of new paver stones, and be secure in the confidence that under the perky cheshire cat smile of Chairman Wong and her two bobble heads, that absolutely nothing of substance will happen to our community infrastructure. Since the departure of Brad Johnson, not a single major project is on the books. Let me emphasize that, **not a single major project is planned.**

Speaking of "Books", after four years of excellent snow conditions and spillover from Northstar, the Community Services Special Revenue Fund which accounts for all of the OPERATING REVENUES AND EXPENSES will have at the end of June over \$10 million in the fund according to the current operating budget on tonight's agenda. The Board of Trustees has a policy in place that states the **appropriate** level of fund balance **should only be \$4,200,000.**

Thus there will be excess funds of almost \$6 million, which should be used for the short fall in operating expenses before any more money is allocated from our Rec Fees.

Why does the budget being presented tonight, indicate that \$2 million of our Rec Fee will be allocated to prop up operations, when it is obviously not needed. In fact, why do you even need to assess a rec fee this year?

At the same time, Pinkerton has stated that the Beach Funds does not have adequate money to build a new pool at Burnt Cedar Beach or build a new snack bar at Incline Beach. Would it not be wiser to allocate the \$2,050,000, which is not needed for Community Services operations to the Beach Capital Projects Fund so the two projects at the Beaches can be accomplished?

What about the new bathrooms in the Beach master plan for Burnt Cedar? What about a new contemporary building for the Mountain Golf Course? What about finishing the effluent pipeline project.

Why not? – Because Ms Wong is a weak and feckless Chairman, and GM Pinkerton is incompetent to manage large projects without an able engineer who might actually challenge his worth as GM.

Why are you as a Board neglecting our valuable infrastructure? The question is naturally rhetorical, as IVGID with their so-called transparency never tells the public squat. Your answer to real questions like mine are to bring out your fan club to the board meetings, and tell you; what a good job you are doing, how nice the grooming is at Diamond Peak, and how much the ski team appreciates all that IVGID does for them.

Yes, I like the friendly staff at DP, the beaches, and the Golf Courses and they are under paid and over worked. But, I know when the Trustees and Staff are blowing smoke up my tailpipe.



March 13, 2019 IVGID Board of Trustees Meeting Public Comment

By: Margaret Martini – to be included with the Minutes of the Meeting

It is appalling to discover how little complete and accurate information is actually provided to our citizens in the Board packets. It is appalling to discover how irrelevant our Board has become as three Trustees continuously follow the General Manager and Legal Counsel's directives and rubber stamp proposals that do not represent the best interests of our citizens.

Not a week goes by without a citizen uncovering another example of the District's mismanagement, misappropriation of public funds or other misconduct.

Decisions that should be made in public meetings are made behind closed doors. This is a recurrent violation of Open Meeting Law. Public Records requests are delayed or denied. Counsel should be engaged to represent the Board and ensure the District's compliance with all Nevada laws and Board policy. Instead he repeatedly demonstrates an ignorance of those laws or a deliberate intent to circumvent them. Public money has been used on legal fees to shut down a local business and prevent a citizen from obtaining public records. How much money has actually been spent? We don't know as the Bill pay on the District's website doesn't show all payments and public records for all legal bills have not been provided.

After spending more than \$65,000 annually for a Federal lobbyist and \$30,000 for NV legislative lobbyists, when did the Board approve and appropriate public funds to send the GM, the Director of Parks and Recreation, and Chairwoman Wong to Washington to lobby our Nevada delegation? What is the purpose of this trip and when did the Board approve this mission? And how much of our dollars are you spending?

The point is, our citizens are the last to know exactly how our money is being spent and the first to know that it isn't being spent to serve our community's best interests. If you were elected to serve us and took an oath to obey the laws of our State, why aren't you?

MINUTES

REGULAR MEETING OF MARCH 18, 2019 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairwoman Kendra Wong on Monday, March 18, 2019 at 6:00 p.m. at the Chateau located at 955 Fairway Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Peter Morris, Tim Callicrate (on the telephone), Phil Horan, and Kendra Wong. Trustee Dent was absent.

Also present were District Staff Members Director of Finance Gerry Eick, Director of Parks and Recreation Indra Winqwest, Director of Public Works Joe Pomroy, Director of Human Resources Dee Carey, Diamond Peak Ski Resort General Manager Mike Bandelin, Principal Engineer Charley Miller, and Communications Coordinator Misty Moga.

Members of the public present were Aaron Katz, Judith Miller, Linda Newman, Margaret Martini, and others.

(26 individuals in attendance at the start of the meeting which includes Trustees, Staff, and members of the public.)

C. PUBLIC COMMENTS*

Aaron Katz said that Trustee Morris continues to complain about those who are critical about IVGID never having the facts. Mr. Katz continued that for the Burnt Cedar pool budget; let's spend \$500,000 next year for repairs and then the year after spend two million dollars to replace it. Let's do the Mountain Golf Course Club House; for months, we have been asking for the insurance settlement. We learned it's a \$300,000 settlement but we will spend \$860,000 in rehabilitation - is that responsible? Let's talk Tennis - where are the project summaries that discuss what these renovations are. Ninety two percent of occupants of Incline Village never ever go to that facility and it runs at a \$156,000 loss annually but we are going to put \$700,000 into tennis renovations. Let's talk about bonding - Staff says if you

don't let us get \$7 million of bonds, we will have to increase your Recreation Fee – that's not responsible. These people are out of control. It goes on year after year. You people don't understand the budget. You don't put your foot down. Make the money you have work. You just rubber stamp. We have personnel costs to go with CIP things. If you don't get into the weeds to get the facts, then the Board doesn't care and the community should understand you don't care. Mr. Katz submitted a written statement.

Judy Miller said it's a glorious day with sunshine. Sunshine week just ended last week. She said she has been an advocate of sunshine in government. Tonight is an example that there isn't sunshine in this room tonight. We are hearing about the capital budget but it is not tied to performance to District venues. She asked how we could tell if the expenditures make sense. Tennis has one hundred memberships with a community of 8,000; does it make sense to make a \$700,000 investment and a half million dollars in repairs for the pool. She asked where are the budget sheets that are part of the discussion. It's not spelled out. You aren't getting the complete information for you to make a decision. She said she hopes for sunshine being forthcoming.

Linda Newman read from a prepared statement which was submitted.

Margaret Martini read from a prepared statement which was submitted.

D. APPROVAL OF AGENDA (for possible action)

Chairwoman Wong asked for changes to the agenda; receiving none, Chairwoman Wong approved the agenda as submitted.

E. REPORTS TO THE BOARD OF TRUSTEES*

There were no reports to the Board of Trustees for this meeting.

F. CONSENT CALENDAR (for possible action)

F.1. Amend the existing approved amended Grant Agreement between IVGID and the Incline Tahoe Foundation and amend the existing data sheet to reflect the changes in the scope of work as well as the increased overall amount of the Grant from \$1,208,071 to \$1,409,201. (an increase of \$201,130.00) for the Incline Park Facility Renovations Project (Requesting Staff Member: Director of Parks and Recreation Indra Winquest)

F.2. Award Multiple Contracts for the Incline Park Facility Renovations Project – 2018/2019 CIP Project: Fund: Community Services; Division: Parks; 4378LI1803; Vendors: Rapid Construction, Inc. in the amount of \$1,298,341 and Lloyd Engineering in the amount of \$22,500. (Requesting Staff Member: Engineering Manager Charley Miller and Director of Parks and Recreation Indra Winquest)

Trustee Tim Callicrate made a motion to approve the Consent Calendar. Trustee Phil Horan seconded the motion. Chairwoman Wong asked if there were any comments, receiving none, she called the question and the motion was passed unanimously.

Trustee Callicrate said that Trustee Dent had a medical emergency and was unable to be here tonight.

G. GENERAL BUSINESS (for possible action)

G.1. Review, discuss and possibly set direction for Capital Improvement Project Budget affecting fiscal year 2019-2020 and eventually the Five Year Capital Plan Summary to be adopted in July 2019 as part of the District's Indebtedness Report (Requesting Staff Member: District General Manager Steve Pinkerton)

General Manager Steve Pinkerton provided an update regarding the Capital Improvement Project Budget process.

Trustee Callicrate requested to put something on the agenda for March 28 as an opportunity to discuss the potential for other types of revenue and asset management.

Diamond Peak Ski Resort General Manager Mike Bandelin provided a verbal presentation regarding the ski resorts Capital Improvement Projects.

Chairwoman Wong asked for clarification about replacing some skis that we purchased this year in two years. Diamond Peak Ski Resort General Manager Bandelin said the Board approved replacement last June for Child Ski equipment. He said this part of the carry over plan was for a 5-year cycle

for child ski; we will go into competitive bid for entire rental fleet (1,300 pairs of skis and some boots) with delivery next November.

Trustee Morris asked about the replacement of entire stock - will that be a rolling change over basis for that stock. He asked if it will be an entire or a gradual replacement. Diamond Peak Ski Resort General Manager Bandelin spoke about the sequencing of replacement. He said stock will be delivered in November 2020 for a 4-year cycle; then he will be back before the Board in March 2023 for November 2024 replacement. Entire stock will be purchased every 4 years. We have to replace child ski, adult ski, and snowboard equipment with ski and snowboards stocks being replaced in different years of each other. These have been part of the plan for some time now. These are replacement items.

Diamond Peak Ski Resort General Manager Bandelin discussed two additional snow making fan guns. He spoke about updating the snowmaking air compressor units control panels; the existing control panels are no longer being supported by the manufacture. Trustee Horan asked about backup equipment. Diamond Peak Ski Resort General Manager Bandelin said if the equipment is not being supported by the manufacture, so we could be down until we got replacements, installed and tested.

Diamond Peak Ski Resort General Manager Bandelin spoke about a new software system. District General Manager Pinkerton said if customers cannot purchase a ticket on their phone, they will go elsewhere, thus this is a necessity and it will help us sell other merchandise online; it's a critical expense. It will reduce labor over time with less transactions happening at the ticket window. The information captured will help us with marketing.

Trustee Morris said we need to sell tickets online. He asked if this will allow us to conduct all transactions online including lessons. Diamond Peak Ski Resort General Manager Bandelin confirmed all products offered could be sold online. Trustee Morris asked if this software could be used at other venues. District General Manager Pinkerton said yes, this one-time cost is critical for ski, but will benefit other venues as well.

Trustee Horan asked if this will help control inventory. Diamond Peak Ski Resort General Manager Bandelin said we will use the data collected. Other resorts use these types of e-commerce and it better supports the customer. He said they are currently returning hundreds of telephone calls and

messages about ski lessons. This will move Diamond Peak and the District into a different direction where other resorts are right now.

Trustee Morris asked if the Ski Way re-construction and culvert replacement are separate projects. District General Manager Pinkerton said we updated the pavement at that time but this is actually addressing the throughway. We've parsed this project out with cash flow. We added in additional line item with circulation options. Trustee Callicrate asked if this is part of the larger situation with re-alignment and noted that the Board hasn't yet decided the options yet so is this the stopgap to get us to that point. District General Manager Pinkerton said yes.

Interim Director of Golf Kyle Thornburg and Grounds Superintendent Jeff Clothier provided a verbal presentation regarding the Golf Courses Capital Improvement Projects.

District General Manager Pinkerton said we are looking to replace the Mountain Course golf carts next year and the Championship Golf Course golf carts the following year. We are discussing it since it would be in this year's budget. We will ditch gas golf carts at the Mountain Golf Course which has positive benefits. We need to do the due diligence this summer. There have been advancements with the ion batteries. This is your first preview discussion of purchase and lease.

Trustee Morris said if they are battery and not mechanical, it will reduce maintenance required and reduce FTE expense to replace them. Interim Director of Golf Thornburg said yes, the battery carts have little to no maintenance through the lifespan of the carts.

Chairwoman Wong asked if we purchased the golf carts at the Mountain Golf Course last year. District General Manager Pinkerton said yes and they will last two more years. Previous generation batteries did not last as long; gas last longer, but now the new generation battery seems to be better. District General Manager Pinkerton said he wanted to give you a heads up about the new technology. The Mountain Golf Course cart replacement would be in this fiscal year for 2021.

Grounds Superintendent Jeff Clouthier provided a verbal update.

Trustee Callicrate said the Mountain Golf course fuel storage facility is going to cost \$200,000 but it was originally going to cost a lot less. Engineering

Manager Charley Miller said that new regulations require us to remove underground tanks to put them above ground. We did this at the Public Works building and will do it at Burnt Cedar facility. This will increase cost because we have to remove the old tank unless we have a reason to leave it in place. Trustee Callicrate said he didn't realize the regulation change.

Trustee Callicrate asked about the life span of the water service line to clubhouse and maintenance building. Engineering Manager Miller said the water line has had issues for a while and that it will be re-routed into the building. District General Manager Pinkerton said we need a fuel storage tank for maintenance vehicles. Chairwoman Wong asked if it's smaller; District General Manager Pinkerton said yes, if we go away from gas carts, the storage tank doesn't have to be as big.

Trustee Morris asked about Mountain Golf Course Clubhouse. District General Manager Pinkerton said we are now getting a bid from insurance of \$350,000 but hope to get more as it is a challenging bid environment. The cost was two million dollars when we discussed this a few years ago. The Administration Building replacement had nearly doubled in cost in only a few years. We are proposing a ten year or so fix for significantly less than full replacement. We are shooting for paint and carpet this season. We will come back in May with bids; there is \$861,000 and insurance proceeds.

Trustee Morris said this is for what we had discussed and not just paint. Engineering Manager Miller explained the different features including switching the pro office, pro shop, and ADA ramp. Trustee Morris said this is good; if we can do ten-year fix that is supplemented by insurance that seems like a good deal. District General Manager Pinkerton said we are meeting with core golfers to give them an update. We wanted to do a long term fix but after talking to the groups over the years, they expressed they don't want a large restaurant. By changing to ion battery golf carts, this will extend the life of the cart barn. We've done updates to make it safe and sanitary. We can conduct good, ongoing maintenance and make it consistent with activity and revenue up there.

Trustee Callicrate said he has expressed this concern before - we go into one of the oldest buildings in the District and put \$600,000 to \$800,000 into the building while the architect said \$1.2 to \$1.3 million dollars. We should discuss a new facility up there with a cart barn on March 28 as we need to open that facility up to additional activity. District General Manager Pinkerton replied that it would be a better time to discuss it when we receive the bids

back and can review the numbers. Trustee Callicrate said it's an opportunity to discuss the bigger picture with financing.

Director of Parks & Recreation Indra Winquest and Engineering Manager Charley Miller provided a verbal presentation regarding Burnt Cedar pool maintenance.

District General Manager Pinkerton said we have to provide the Board with the worst case scenario and be cautious. Trustee Morris thanked them for the CIP tour. He said he learned that if we don't have this first part, we won't have a pool this summer, and that we aren't throwing good money after bad. It's carefully planned out by the engineers. You are doing the right thing to give life to the pool and then to make a decision for years to come.

Trustee Callicrate apologized for not making the tour today. He said 25 years ago, Burnt Cedar pool was discussed. He said with funding opportunities, we should look at this hard and fast. We have the money now and we should go for it.

Trustee Horan asked if TRPA had any issues with leaking. Engineering Manager Miller said the leak amount is insignificant and it has no impact with TRPA. District General Manager Pinkerton said our Director of Public Works would be concerned since it's by our intake and he isn't concerned.

Director of Parks and Recreation Winquest reviewed the ballfield project. He addressed contingency, overrun, and overall costs. Agenda packet pages 16 and 41 include memorandums that indicate a ten percent contingency amount that would be covered by the Dave and Cheryl Duffield Foundation. It's highly unlikely that it will go past that mark but you never know in construction.

Chairwoman Wong asked if the ballfields were not in this CIP plan. Director of Parks and Recreation Winquest said it's in the current year plan but not next year.

Trustee Morris asked about competitive bidding. Engineering Manager Miller said it went out for competitive bid twice. It was difficult to get bids during the summer so the second time we went out in the fall. We got one bid with a good contractor and we did a change order; it's still top notch.

Chairwoman Wong thanked the Duffield Foundation for working with Staff on a regular basis and being open to this project.

Director of Parks and Recreation Winquest reviewed the Tennis Center renovation project. In 2016, the tennis feasibility study was approved and we began planning for this project to renovate the restrooms, pro shop upgrade, replace failing deck, and upgrade the kitchen. We are removing the hitting wall behind pro shop and installing two bocce ball courts; this is in our draft Community Services Master Plan. Tennis utilization has been stagnant but pickleball has grown like crazy. Engineering Manager Miller spoke about the design process and project completion this fall.

Trustee Horan said this would create synergy with bocce and pickleball. Trustee Callicrate agreed. Engineering Manager Miller said anytime you can capitalize on restrooms and refreshments, it's a good idea. This project will begin in the fall and it will have little impact on operation. There will also be ADA access improvements. Director of Parks and Recreation Winquest said we are moving the hitting wall and a back board hitting wall will be installed on the upper courts. We have 110 season passholders, a tremendous amount of kids who take lessons, and non-resident play. He said peak summer mornings are busy.

Trustee Morris said this is a tennis center primarily thus he assumes there isn't impact on disc golf but asked if there was an opportunity to make this an overall center. He asked if the disc golfers use this center; it's an opportunity for more synergy. Director of Parks and Recreation Winquest said they use the restroom and buy refreshments. We sell disc golf merchandise at the Recreation Center. The entire Incline Park has synergy and is a tremendous recreation package for our community.

Trustee Callicrate said it's great to finally see money put into tennis facility and expand bocce; this is 25 years overdue.

Director of Public Works Joe Pomroy provided a verbal presentation highlighting Capital Improvement Projects involving Public Works.

Trustee Morris asked for clarification about aeration project being on track. Trustee Callicrate asked about the pond lining. Director of Public Works Pomroy said we submitted to the U.S. Army Corp of Engineers (USACE) for funding but there is no update from the USACE at this time.

Trustee Callicrate said he was concerned with nomenclature as we cannot hold anything in that pond. Director of Public Works Pomroy said it's not a permitted structure without violating NDEP. The pond is back-up. Currently, we 24, 36, and 48 hours of effluent storage. Trustee Callicrate said we need to be cognizant of that as it can jump from its original estimate. He said he wants to make sure the information we are submitting to the USACE and the community is copacetic because there are concerns. We collect two million dollars per year for the pipeline. Now, we are looking at \$22 to \$25 million dollars that we are requesting from the USACE. We need to nail down cold, hard numbers because this allows people who look for issues to find an issue. He said he appreciates the work Staff does but we need to drill down on the numbers. He said he doesn't want issues with the USACE or the community. Trustee Callicrate finished by saying he wants to discuss funding for these projects on March 28.

Director of Human Resources Dee Carey provided a verbal presentation highlighting Capital Improvement projects for Human Resources/Payroll. Chairwoman Wong asked if it would integrate with our accounting system. Trustee Horan had a clarifying question about on-boarding and off-boarding employees. Director of Human Resources Carey said part of the nature of our business is seasonality – rotating employees in and out of seasonal jobs. District Staff process 982 W2s. In one year, one employee may have multiple touch points with processing their W2 due to different seasonal jobs. It is complex since each venue has different rates of pay and cost centers.

Trustee Callicrate said we do \$15 million in payroll. He asked if it is common for other mountain communities to have in-house HR/Accounting instead of outsource and said that it is an opportunity to utilize an outside vendor. Director of Finance Gerry Eick said he went through the evaluation of providers the last time we purchased a system. The reality is, when we speak with a service bureau and tell them the number of employees and the amount of processing with our employees, they are amazed with what we can do with the amount of Staff we have. Director of Human Resources Carey said there isn't assurance from the outside company to deliver paper checks – mountain roads and snow storms could be challenging for delivery. We want to do things on the cloud but there is connectivity issue in the mountains and we have to assure payday on every other Friday thus we need in-house processing. We achieve it in-house without any outside agency being able to match it.

Trustee Callicrate said if we look at other resort towns, with electronic processing, there would be an opportunity to see what is being utilized. He said it's been asked of him to inquire about this opportunity. It's easy to pick out one piece of the process, but have to post jobs, onboard employees, customer service training, and other HR aspects. We look at it as comprehensive solutions with number of solutions within our control. It appears there are opportunities for electronic record keeping, but reality is pure volume and institutional knowledge and being hands on is beneficial to the process. Director of Human Resources Carey said one things she found is that if you do something with a SASS type of agency, they charge you per paycheck check and it's not a cheap. We would be limited to when and if those checks are processed to have them ready for the end of employment.

Trustee Horan said he didn't want to imply he wanted to seek an alternative rather he was just surprised with the complexity.

Trustee Morris said he understands outsourcing and that systems could be up to \$300,000, but our Capital budget says \$180,000. Director of Human Resources Carey said in the CIP Budget for 2018/2019 there was \$120,000, but diving deeper with research of these software, it would be more like \$180,000 with contingency. The \$120,000 is the carryover.

Trustee Callicrate asked how many people are currently involved with payroll in-house processing. Ms. Carey said there are six people in the HR Department total with one person in payroll. Accounting is completely separately. Chairwoman Wong said managers and employees are doing timecards so it's all encompassing. Trustee Morris asked about the current timecard method. Director of Human Resources Carey said its electronic timekeeping.

At 7:57 p.m. Chairwoman Wong called for a brief recess, the Board reconvened at 8:07 p.m.

Director of Finance Eick provided a verbal presentation of the 5-year summary of the Capital Improvement Project budget beginning on agenda packet page 58 and discussion on agenda packet pages 65 and 66.

Trustee Callicrate said if we had the golf carts for six years, we would be ahead of the game. Director of Finance Eick said if we kept them for additional time, it would be similar to if we had a finance lease; they would be fully amortized. If we want to own them after year 5, we have to pay the

residual of twenty percent or about another \$56,000. That is what happened with the current fleet at the Mountain Golf Course. We paid the residual and got to use them for a couple more years. The beauty is spreading out the time payments, but it does have a cost, but it's a better matching of payments of how the carts are being used. Interim Director of Golf Thornberg alluded to once we get in the process with ion battery carts, we could look at a six-year cycle on them because one of the manufacturers has a seven year warranty. We need to look at time payments when they are related to golf carts but not necessarily all rolling stock. Golf carts clearly have residual value with a predictable life and fit into our cycles thus we should consider it. For 2019/2020, that is how he proposed how we should deal with Mountain Golf carts. He put in the finance lease option, but was hoping the Board would gravitate towards the operating lease for the final budget.

Chairwoman Wong said she feels like we are comparing apples to oranges because an operating lease assumes we give the golf carts back whereas the other option we would sell them back. She said there is a piece missing of analysis as far as resale value. Director of Finance Eick said we found in the past, we had the attention of manufacturer to give us a competitive price on that residual, but if we dispose of them on open market, we don't have as good of outcome. He said the Chairwoman raises an excellent point; there is value to buy or finance at the end, but it's not as predictable. He said in regards to the snowcat, the manufacturer would give us a guaranteed trade-in value but no guarantee on residual value. District General Manager Pinkerton added to remain at the current Recreation Fee allocation, it requires leases for golf carts and snowcat in order to not impact fund balance more; we need to do those leases.

Trustee Callicrate thanked the Director of Finance for the presentation. He said he brought up the opportunity for funding at the last couple of meetings. We have \$5.9 to \$6 million dollars in our reserves. District General Manager Pinkerton referenced agenda packet page 66 – fund balance, Community Services, Beaches, and projected Fiscal Year and operating for budget year. For the Community Services fund, we are looking at a ten million dollar fund balance so let's bring it down to five million dollars. Trustee Callicrate continued that if put the Diamond Peak Master Plan in the background, we have six million dollars in reserves and we would have an opportunity at the Mountain Golf Course. We could reallocate beach fees up to \$200 and cut down the amount to general services. We have an opportunity to do what we have been talking about and that is what the community has prioritized.

We have public/private opportunities for a dog park and Mountain Golf Course clubhouse. We could have future collection of beach fees if they bump it up to \$200 and lower general service since we have surplus. We would have enough for operations and we aren't conflating the funds. We could attack the pool at Burnt Cedar and beach house at Incline Beach. He said we have an opportunity to drill down at the March 28 meeting. It allows an opportunity for the District to attack what we have to do at Burnt Cedar, Mountain Golf course, and the facility at Incline Beach. We tackle issues at Diamond Peak Master Plan as a separate entity and then bond for redoing Ski Way and the roundabout. It would be opportunity for the community to weigh in while still giving us a cushion. It allows us draws down Community Services fund without depleting it completely. We have looked at this in the past. It's a valid argument that we should discussed. He said he would like to see this discussed on March 28. Chairwoman Wong said now is the time to discuss it. Trustee Callicrate said we could discuss it when we discuss strategy. Director of Finance Eick emphasized, on agenda packet page 65; we have no project in the five year plan for the Community Services Master Plan because it's not adopted. Beach is its own stand-alone fund; it's a different constituency. We cannot use Community Services or General Fund at the beach. It needs to come from its own fund. We wanted to put the worst scenario on paper. If the right thing happens, you will have plenty of years to plan – more time to move the fee around. District General Manager Pinkerton added that Trustee Callicrate is right - if we draw down the fund balance and reallocate, you could do that. It wouldn't have an impact on year one as it would in years two or three. As we talk about re-prioritizing, you want to allocate for design. The big impact would come in years two and three. We need year one for design.

Trustee Morris said we are still working on the Community Services Master Plan. The fundamental question is what is responsible funding. If it's going to last several years such as a golf cart, pool ,or the road on Ski Way, trying to pay for those from operating dollars is grossly inappropriate for an organization to fund. Bonding as we have done in the past and as other entities do happens all the time. It's a simple decision to make to maintain the Recreation Fee and bond for it. We could get a lot done for the community. It's the fiscally responsible thing to do. What do those who don't want to bond want to achieve? Is it to run down the funds?

Trustee Callicrate said he isn't against bonding. Use the money we have now and Ski Way paving and roundabouts could bonded. Trustee Callicrate said in regards to Diamond Peak summer expansion, we don't know the

opportunities yet because of United States Forestry restrictions. We need to have that conversation. He said he is not against bonding. It's what we bond and how we bond, so we can maximize. We are more on the right side together than against it.

Chairwoman Wong said the current allocation of the Recreation Fee, our Community Services venues including beaches, on an operating level will break even according to what we heard last week. Currently, we have enough to cover operations for Community Services. Nothing in operating will go into funding capital or debt service. Currently, we have nothing in our capital plan related to the Community Services Master Plan. In order to meet our needs for all capital planning proposed and current debt service, regardless which way you cut it, we need to bond.

Director of Finance Eick said the way we laid it out for Community Services is there are timed payments over a five year time period of time to stay as close to the \$405 dollar amount and planning to use a bond for Ski Way activities. Chairwoman Wong said that means we draw down on fund balance to fund projects now and still require bonding in the future. Current year, some projects proposed bonding would be prudent be able to meet this capital project plan. Director of Finance Eick said yes and that Staff is suggesting bonding for Ski Way; there are timed payments built-in for golf carts and snowcats, and the single biggest draw after projects for 2019/2020 is dealing with the Championship Golf Course maintenance building and Diamond Peak Master Plan Phases 1a & b.

Chairwoman Wong said she is ignoring Diamond Peak Master Plan for right now because we don't know where we stand. We are expecting to draw down about \$6.5 million in fund balance related to capital projects. Director of Finance Eick said not that much, if we don't include Diamond Peak Master Plan phase 1 and 2. Chairwoman Wong referenced agenda packet page 66. Director of Finance Eick said we have held out the Diamond Peak Master Plan. It's closer to \$1.2 million in the current year. District General Manager Pinkerton said what we are financing is \$390,000 for snowcat and \$288,000 for golf carts of that \$100,000 expended in the first year. If you turned them back to purchase, we would draw down \$2 million of fund balances versus \$1.15 million. Chairwoman Wong said she follows Trustee Callicrate's logic. Bonding is responsible to finance long term assets. Because we don't have Community Services Master Plan in this capital budget, we need to have a conversation with the community related to the Community Services Master Plan and how we are going to prioritize those projects. She said she is

hesitant on the reallocation of current Recreation Fee, but we need to closely monitor it, considering how close we are to breaking even on operating budgets at our venues. There could be change in cost of personnel and services which would impact our operating budgets. We have heard the community say they want us to take care of what we currently have before investing in new things therefore she is hesitant to change Recreation Fee allocations right now. This will be a great conversation next year as we are going to start prioritizing. We are missing a big piece as far as it relates to the Community Services Master Plan.

Trustee Callicrate said he is excited for the opportunity with Community Service operations. We bring in \$6.1 to \$6.2 million dollars a year in Recreation and Beach Fees. If we took out three million dollars, we could take some of that to complete these projects and keep it within the Community Services Master Plan. We could do a onetime situation with reserves for operations without burdening or cutting services to community. They want what we currently have or better. We have a great opportunity with general services and reserves. We could reallocate the beach fee and accomplish what we have been talking about and have seed money with private donor for a dog park. If we get the opportunity with Diamond Peak expansion, we can look at it at that time. We can't miss this opportunity to utilize all funding mechanisms and do what community wants us to do.

Chairwoman Wong said she wants to look at the numbers with Trustee Callicrate to see where he is getting his numbers. She said she reviewed the operating budgets for next year; our net sources and uses is \$5.48 million. Of that, utility fund is \$4.99 million. That puts us at \$47,000 which is essentially break even in operating. The Facility fee has \$2.7 million dollars allocated to operations; operations will break even because \$2.7 million is allocated to operations. She said she isn't confident in re-allocating between operations to capital or community services to beach. District General Manager Pinkerton said he doesn't believe Trustee Callicrate is talking about taking from operations. Right now, in the Community Services portion of the Recreation Fee there is \$405 dedicated or \$3.3 million dollars each year is dedicated towards ongoing asset replacement. What Trustee Callicrate is suggesting is that we reduce this number by \$250 so it would drop \$1 million coming into Community Services and you would add \$2 million into beaches. District General Manager Pinkerton said Community Services would bond or draw from the capital amount on agenda packet page 66. Essentially, reduce reserve in Community Services and shift the portion of the Recreation Fee to the Beach Fee to pay for improvements at

beaches. It's a bigger picture question of what we do with fund balance and whether we do reserves and fund balance. This Board needs four votes to lease or bond to continue to meet the needs. We only have so many projects we can do in a single year and we have a robust work plan for this year. Design doesn't take as much time but priority timing of existing projects and potential plans from Community Services Master Plan does require our capacity. It's a discussion for us to have and we have to look at and we have to make sure we have Staff capacity.

Trustee Morris said he wanted to clarify - he doesn't see, other than pool, no money for the beach facility. Director of Finance Eick said there is nothing in here from the beach study except for the Burnt Cedar pool. Trustee Morris said to Trustee Callicrate's comments, that's over and above what we are looking at now. District General Manager Pinkerton said we are looking at assets that need replacement. Trustee Morris said we don't know what will happen with interest rates and economy. The longer the wait, the situation could get worse. For 2019/2020, and in preparing this budget, you already prepared the budget assuming the Board would lease two different items – snowcat and golf carts. Director of Finance Eick said there is a \$92,000 mower that needs to be leased too. If we had to purchase them, the rough numbers would be \$800,000. If we weren't able to get four votes to lease the items, we have to purchase. We need to discuss long term payments on capital items now as we risk going into negative. If we don't bond and we still want to do something for the community, we will have to raise the Recreation and Beach Fee considerably. We are here to look after the assets for our community. Director of Finance Eick continued that a key to the 2019/2020 budget is using time payments for leasing equipment, and maintaining that concept going forward for golf carts and snowcat in the next five years. The only way to deal with Ski Way is to bond. As you pointed out, in the five year picture, in terms what's available long term in fund balance to support projects, there is the question of how will it be applied to Diamond Peak Master Plan. You might want to drop it out and something else might become a hot item from Community Services Master Plan.

Trustee Morris said those numbers don't include doing a new Mountain Club house, they don't include a beach house, or include the Community Services Master Plan. Director of Finance Eick said we have overkilled the beach by putting the pool in with back-to-back repairs. If there is commitment to leasing, we can establish a budget for 2019/2020 that accommodates our plan with pivot points for future. The Board will go through the important items on your Board work plan, accept the Community Services Master

Plan, and decide on priorities while layering in the beach study. This next round of funding and planning could bring it into focus. We don't have these down on paper to make them an instant project anyway. It's nice to signal which one is the next project for year two so that the efforts from Finance and Engineering could focus on that. The requirements for the State is to adopt the operating, capital, and indebtedness budgets authorized in July in order to borrow in year one. If Ski Way was in year three, we could show our commitment. If we lease in year one, we have to know what we are going to do. Staff is setting up the Board to be confident in year one and leaving something undecided. There are competing factors we don't know enough about yet. District General Manager Pinkerton added that given the volume of the Community Services Master Plan, we couldn't finish in January and put it into the five year CIP. We hope to have priorities in master plan within the next two months. If by July and August, we have time to implement the budget for 2019/2020. If you identify a donor, we could move those projects up. We have the U.S. Forest Service to still deal with. If we owned it, we could move quickly. At this point, this year, there is a lot going on in years three, four, and five if you assume that \$4 million is going to get us somewhere, while maintaining existing assets and not doing anything for the Diamond Peak Master Plan, it's still prudent to lease. We need a commitment before budget adoption. It gives you flexibility with fund balance. It's equal or better than cash purchase. Long term, we have scheduled bigger picture items.

Trustee Morris said it's about this coming year's budget. It's wrong of us not to look at longer term and provide guidance to Staff and yes, it is worthy of discussion. There are key decisions to be made such as timed payment leases.

Trustee Callicrate said it's a great discussion and that he appreciates input from everyone. We are going in the right direction. We have the opportunity to make sure capital improvement earmarks with excess and not impact operations; he doesn't want to cut operations. We need to maintain or improve our level of service. We could do or try to get further along with some main items and tweak allocations of Beach Fee for the pool, improving Tennis complex, and seek private/public partnerships for the dog park. He said we need to fix the nightmare at Ski Way with a bond once and for all. If we can get the U.S. Forest Service on board, we can do Diamond Peak improvements. Let's look at all of this. He said appreciates Staff's work.

Chairwoman Wong said we need to have a conversation about smaller leasing item. We have discussed and have consensus about larger bonding. Our Staff will bring four projects to us, as a Board, to propose leasing; it's a crux for this budget to work.

Trustee Callicrate said he prefers outright purchase but won't stand in the way of consensus. He said we are getting closer to coming together as a Board which is cool. Trustee Horan said he is in agreement with most things. We need to make a commitment because we are getting close. He said he isn't sure of spending the money for the beach house and pool now. In regards to Diamond Peak Master Plan, we don't know where the U.S. Forest Service stands and what the community wants in regard to that plan. We need to take the first step of committing to leasing; we can look at the option of Recreation Fee allocation in the future. Chairwoman Wong said she agreed and said let's see where we end up with Burnt Cedar pool. We will have more data in the coming months than we have right now. It's a good conversation to have to evaluate allocation of Recreation Fee and can we fund it without issuing a bond. One of the policies or themes we could talk about is setting policy where bonding would be related to Community Services instead of Beach. Trustee Callicrate said it's an opportunity to make it known loud and clear that we want to make improvements at the beaches as they have been neglected. He said he is for raising the Beach Fee and keeping Crystal Bay's fee flat.

Chairwoman Wong said we are directing Staff to pursue with current leasing proposals. Trustee Callicrate said there is an opportunity if worked out the right way. Chairwoman Wong said next year, how we can incorporate Community Services Master Plan into the budget, and determine if we have the right allocation of Recreation Fee in regards to capital budget. Director of Finance Eick said it's fair. He said we started the Strategic Plan to give a five year look at these projects. It's a two to five year true planning processes versus projects that we have to. Trustee Morris said we need discuss sources of budget sooner but the Community Services Master Plan needs to be completed. We need to discuss the principle. District General Manager Pinkerton said we will discuss it in May. Chairwoman Wong said at the tail end of this year, we can discuss the projects. We need to get feedback from community in the summer. Chairwoman Wong requested the five year capital plan portion that we intend to lease be bracketed to clearly see they were slated during this process.

H. DISTRICT STAFF UPDATE *(for possible action)*

H.1. General Manager Steve Pinkerton – verbal update

District General Manager Pinkerton gave a brief verbal update.

I. REPORTS TO THE IVGID BOARD OF TRUSTEES*

I.1. District General Counsel Jason Guinasso

District General Counsel Guinasso said he had no report.

J. BOARD OF TRUSTEES UPDATE *(NO DISCUSSION OR ACTION)* ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

Trustee Callicrate said he looks forward to being back on March 28.

K. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see Public Comment Advisory Statement above.

There were no public comments made at this time.

L. ADJOURNMENT *(for possible action)*

The meeting was adjourned at 9:26 p.m.

Respectfully submitted,

Misty A. Moga
Acting 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.*

Submitted by Margaret Martini (1 page): IVGID March 18, 2019 Board of Trustees Meeting Public Comment by Margaret Martini – To be included with the Minutes of the Meeting

Submitted by Linda Newman (2 pages): March 18, 2019 IVGID BOT Meeting Public Comments By: Linda Newman – to be included with the Minutes of the Meeting

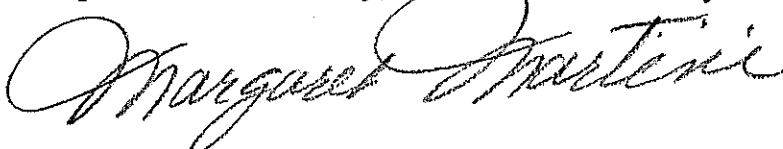
Submitted by Aaron Katz (15 pages): Written Statement to be included in the written minutes of this March 18, 2019 regular IVGID Board Meeting – Agenda Item G(1) – Setting direction for the District’s Capital Improvement Project (“CIP”) budget for the next five years

IVGID March 18, 2019 Board of Trustees Meeting
Public Comment by Margaret Martini – To be included with the Minutes of the Meeting

On the Consent Calendar you have two items. As there will be no discussion, you should have the answers to my questions readily available. First, on the amended MOU who will be responsible for the cost overruns that exceed the Duffield Family's \$1,409,201 Grant? And where are the financial statements demonstrating the financial condition of this responsible party? What are all the additional annual expenses for our tax and ratepayers to operate and maintain the expanded Park facilities? As these facilities will be used by residents and non-residents, will there be an endowment fund set up for the wear and tear on these expanded facilities? Additionally, where are the contracts for Rapid Construction and Lloyd Engineering? What is the insurance bonding and construction project rating for Rapid Construction that demonstrates their ability to execute this project? As only one bid was received on the original scope, do you have a waiver from ITF and/or the Duffield Foundation to proceed without putting this changed project out for competitive bidding?

As for the Stress Test, why has the \$700,000 for the Championship Maintenance Building improvements been omitted? And can you tell me why the Diamond Peak Master Plan Phase 1A and 1B are included when they are years away from actually receiving entitlements and permits? After all, the Community does not support the Mountain Coaster, Zip lines and other amusements nor has the US Forest Service agreed to allow their land to be leased to accommodate these activities.

And one final comment. This District hired two consultants for the Mountain Golf Course. Based upon their work it was determined that a new Clubhouse should be built and an optimum design costing approximately \$2.3 million would best address the Clubhouse and Maintenance Building. A survey of our citizens also reflected their choice for a new Clubhouse. The District also determined that we would convert the gas carts to electric. Yet, despite this, the General Manager, without Board discussion and approval has determined that he will ignore the work of our paid consultants and the wishes of our citizens and will spend our money rehabilitating the Clubhouse. And he also understated the ACTUAL Cost. He has also bought out the lease on the gas carts and will purchase new gas carts instead of electric ones and he will spend \$200,000 to replace the fuel tank –instead of shutting it down. Apparently, our experts, our Board and our citizens are completely irrelevant when it comes to the General Manager's decisions and how he spends, or shall I say, WASTES our money.



March 18, 2019 IVGID BOT Meeting Public Comments

By: Linda Newman – to be included with the Minutes of the Meeting

I have a number of questions and I am requesting a written response.

Less than a year ago, Chair Wong referred to former Director of Asset Management Brad Johnson as the District's walking encyclopedia on all of the District's current and future capital projects. 8 months after Mr. Johnson left, we learned at last week's meeting that his position would not be filled. With tens of millions of dollars slated for capital asset replacement projects why aren't we replacing our Asset Manager?

The District's irresponsible "running our facilities, equipment and vital infrastructure to failure" is endangering our health and safety, the pristine condition of our lake and our financial well-being. After ignoring the urgency of replacing the Diamond Peak Culvert until it failed and FEMA demanded we take action, the 6 miles of our 50 year old effluent pipeline scheduled for replacement has been in limbo. This delay has caused environmental spills and cost us millions of dollars for investigations and emergency repairs. The emergency effluent storage pond which was decommissioned by the Nevada EPA more than 6 years ago still has not been lined and cannot currently be used to store the effluent in the event of an inevitable future breakdown of our aging pipeline. Burnt Cedar pool has been leaking and the GM wants us to spend \$500,000 to repair it and then pay \$2 million a year or so later to replace it and issue bonds with \$600,000 of interest payments to finance it –so that we can pay \$3.1 million for a \$2 million pool. Other citizens have raised the District's endangering the health of our children and the pollution of our streams by allowing the Dog Park to remain at its current location. The Bike Pump track's negligent environmental protective measures are also threatening to pollute our lake. This is not professional management and I want to know what action you as a Board will take to ensure that we follow Best Management Practices to remedy what is clearly gross negligence.

As for the CIP Budget, why will the Mountain Golf Course underground fuel tank now cost \$200,000 to replace when it was budgeted at \$50,000 last year? This is a 400% increase that requires an explanation.

The new 5 year plan shows that we will spend \$10 million for Phase II of the Effluent Pipeline –this is in addition to the \$10 million we have already collected – for a total of \$20 million of spending. The application you submitted to the US Army Corps of Engineers states that we will spend a total of \$25 million for this

project over the same period. Why is there a difference between what you are reporting to our citizens and what you are reporting to the Federal Government?

22 of the 26 capital projects and purchases identified in the Utility Rate Study have been changed in either the proposed 2020 capital project budget or the 5 year plan. How could this happen?

Why is the WRRF Aeration system budgeted last year at \$350,000 now budgeted to cost \$1.2 million?

Why has the Watermain replacement for Alder been pushed out to 2024?

Why is the Tennis Facility budgeted at \$390,000 in last year's 5 –year CIP now budgeted at \$700,000?

When did the Board approve \$3,350,000 for a new Administration Building and how will the General Fund finance it?

Please advise when I can expect your response.

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MARCH 18, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(1)
– SETTING DIRECTION FOR THE DISTRICT’S CAPITAL IMPROVEMENT
PROJECT (“CIP”) BUDGET FOR THE NEXT FIVE YEARS**

Introduction: Here staff seeks direction with respect to their proposed CIP budget. The purpose of this written statement is to share my objections to that budget.

\$700K in Improvements to the Tennis Center Notwithstanding Staff Estimates a Paltry \$156,100 in Annual Gross Revenues: That’s right. Putting aside CIPs, staff estimates the Tennis Center will lose at least \$114,842 this upcoming fiscal year in operational costs, and these losses will be subsidized by local parcel/ dwelling unit owners’ Recreation Facility Fee¹ (“RFF”). And the \$700K figure appears at page 62 of the packet of materials prepared by staff in anticipation of this evening’s meeting².

If the Tennis Center Cannot Break Even or Earn a Profit, it Does Not Deserve to be Subsidized by the Overwhelming Majority of Local Parcel/Dwelling Unit Owners Who Never Set Foot on its Grounds! For this reason I urge the IVGID Board (“Board”) vote no!

More Recreational Bonds to Unnecessarily Keep the District in Debt: Page 65 of the 3/18/2019 Board packet includes a summary of projected (according to staff) CIP expenditures³. Note where I have placed asterisks next to three sets of recreation bonds over the next three years totaling a whopping \$6.85 Million! And this is despite the fact staff tout the millions of dollars we have in our community services fund balance because of years of “smoothing” and \$5 Million or more of profit generated by Diamond Peak over the last three years as a result of unusually high snowfall.

And if the Board Doesn’t Agree to More Bonding, Staff Threatens to Increase the RFF: Listen to page 51 of the 3/18/2019 Board packet:

“The Facility Fee total allocated to debt service and capital maintenance is not projected to be increased within the five year projection, as long as funding for expenditures can include...leasing or bonding and (only) limited use of (our) fund balance.”⁴

¹ See page 161 of the packet of materials prepared by staff in anticipation of the Board’s March 13, 2019 meeting [“the 3/13/2019 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-13-19.pdf)]. A copy of this page is attached as Exhibit “A” to this written statement.

² Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-18-19.pdf (“the 3/18/2019 Board packet”). A copy of this page with an asterisk next to the \$700K number is attached as Exhibit “B” to this written statement. *Where is the project summary for this proposed project which explains what this \$700K number will be spent on?*

³ A copy of this page with asterisks next to all the bonding staff projects is attached as Exhibit “C” to this written statement.

And Staff Intends Those Parcel/Dwelling Unit Owners Without Beach Access to Allow Their Ad Valorem Taxes and Other Obligations to be Pledged as Security For Burnt Cedar CIP Bonding: That's because IVGID's bonding is "general obligation" and general obligation bonds are secured by the full faith and credit of the issuing agency⁵.

\$868,100 in "Fire Rebuild and Rehab" Improvements to the Mountain Golf Clubhouse Notwithstanding Only \$300,000 in Insurance Proceeds, and Staff Estimates \$328,120 in Annual Operational Losses: That's right. Putting aside CIPs, staff estimates Mountain Golf will lose at least \$328,120 this upcoming fiscal year in operational costs, and these losses will be subsidized by local parcel/dwelling unit owners' RFF⁶. The \$868,100 "rebuild and rehab" figure appears at page 61 of the 3/18/2019 Board packet⁷. And the \$300K Mountain Clubhouse insurance proceeds figure appears in Exhibit "C" (I have placed an asterisk next to it).

Why Are We Spending \$868,100 on a Project For Which There Are Only \$300K of Insurance Proceeds?

If Mountain Golf Cannot Break Even or Earn a Profit, it Does Not Deserve to be Subsidized by the Overwhelming Majority of Local Parcel/Dwelling Unit Owners Who Never Set Foot on its Grounds! For this reason I urge the Board vote no!

Conclusion: If the Board doesn't take charge and put its foot down insofar as the irregularities I have pointed it to, all its members will be doing is giving GM Pinkerton more money to waste on the garbage he has been wasting it on ever since he came to Incline Village⁸. The Board needs to tell staff

⁴ This page along with an asterisk next to the quoted language is attached as Exhibit "D" to this written statement.

⁵ See NRS 350.0045 which states "general obligation debt means debt that is legally payable from general revenues, as a primary or secondary source of repayment, *and is backed by the full faith and credit of a governmental entity.*"

⁶ See page 12 of the 3/13/2019 Board packet. A copy of this page is attached as Exhibit "E" to this written statement. I have placed an asterisk next to the RFF revenue entry which the reader can see is necessary to ensure that this sub-fund is balanced. Stated differently, without this subsidy Mountain Golf is budgeted to lose \$328,120 for 2019-20.

⁷ A copy of this page with an asterisk next to the \$868,100 number is attached as Exhibit "F" to this written statement. *Where is the project summary for this proposed project which explains what this \$868,100 number will be spent on?*

⁸ Let me provide one example of that garbage. Take another look at Exhibit "C." Staff propose we spend \$500,000 in 2019-20 resurfacing the Burnt Cedar Pool and upgrading its mechanicals, and then another \$2M the following year *replacing* the Burnt Cedar Pool. Talk about a waste...

nearly \$7M *less* is available for their wasteful spending ways⁹, and let them figure out what to remove from their wasteful proposed budget.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

⁹ The amount of our RFF/Beach Facility Fee ("BFF").

EXHIBIT "A"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
TENNIS
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	166,577	145,196	159,000	159,700	156,100
Facility Fee	106,400	114,581	114,940	114,940	114,842
Investment income	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	272,977	259,777	273,940	274,640	270,942
Uses:					
Salaries & Wages	142,399	120,151	139,000	136,102	139,281
Employee Benefits	24,178	19,854	27,500	27,535	29,131
Total Personnel	166,577	140,005	166,500	163,637	168,412
Professional Services	525	540	500	555	570
Services & Supplies	54,002	53,919	63,000	63,532	61,986
Insurance	2,458	2,289	2,500	2,211	3,120
Utilities	7,204	7,547	7,400	7,435	8,135
Cost of Goods Sold	19,303	13,731	15,000	15,500	15,500
Central Services	12,300	10,500	10,800	10,800	12,700
Defensible Space	-	-	-	-	-
Total Services & Supplies	95,792	88,526	99,200	100,033	102,011
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	262,369	228,531	265,700	263,670	270,423
Net Sources (Uses)	\$ 10,608	\$ 31,246	\$ 8,240	\$ 10,970	\$ 519

\$ 270,942
 < 114,842 > - RFF

 \$ 156,100

EXHIBIT "B"



5 Year Capital Improvement Plan Summary - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	3499BD1710	Diamond Peak Facilities Flooring Material Replacement	Mountain Operations Manager	43,000	40,000	62,000	-	-	145,000
	3499BD1904	Ski Rental Shop Doors	Assistant Buildings Superintendent	13,000	-	-	-	-	13,000
	3499BD1905	HVAC Control Changeout	Assistant Buildings Superintendent	21,000	-	-	-	-	21,000
	3499CE1909	Ecommerce / Middleware Software	IT Analyst	202,000	-	-	-	-	202,000
	3499FF1607	Skier Services Building Customer Service Counter	Principal Engineer	12,000	-	-	-	-	12,000
	3499OE1205	Replace Staff Uniforms	Ski Resort General Manager	-	130,000	-	-	-	130,000
	3499OE1502	Skier Services Administration Printer Copier Replacement 1210 Ski Way	Director of IT	10,000	-	-	-	-	10,000
				1,540,866	1,701,249	3,673,857	3,653,935	798,435	11,568,342
Ski Master Plan Implementation	3653BD1501	2015 Ski Area Master Plan Implementation - Entitlements and Pre-Design	Engineering Manager	-	-	160,000	-	-	160,000
	3653BD1501A	2015 Ski Area Master Plan Implementation - Phase 1 A Listed Activities	Engineering Manager	-	-	1,103,000	1,103,000	-	2,206,000
	3653BD1501B	2015 Ski Area Master Plan Implementation - Phase 1 B Activities - Alpine Coaster	Engineering Manager	-	-	-	-	878,887	878,887
						1,263,000	1,103,000	878,887	3,244,887
Parks	4378BD1603	Resurface and Coat Incline Park Bathroom Floors	Buildings Superintendent	-	13,940	-	-	-	13,940
	4378BD1604	Resurface and Coat Preston Park Bathroom, Mechanical Room, and Bleacher Floors	Buildings Superintendent	-	-	53,200	-	-	53,200
	4378BD1605	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement	Senior Engineer	55,000	-	-	145,000	105,000	305,000
	4378BD1701	Dumpster enclosure - Incline Park	Parks Superintendent	-	-	45,000	-	-	45,000
	4378BD1705	Rosewood Creek Foot Bridges	Parks Superintendent	8,000	8,000	-	-	-	16,000
	4378BD1801	Preston Field Retaining Wall Replacement	Principal Engineer	-	64,750	225,000	-	-	289,750
	4378BD1901	Village Green Restroom drainage improvements	Senior Engineer	25,000	-	-	-	-	25,000
	4378BD1702	Incline Park Backflow Device Replacement	Director of Asset Management	32,000	-	-	-	-	32,000
	4378LE1720	2013 Surf Rake #684	Fleet Superintendent	-	-	-	-	26,500	26,500
	4378LE1724	2005 Shatterline Aerifier	Fleet Superintendent	8,100	-	-	-	-	8,100
	4378LE1725	2008 Landpride Overseeder #622	Fleet Superintendent	-	17,000	-	-	-	17,000
	4378LE1730	2008 JD Pro-Gator #623	Fleet Superintendent	35,000	-	-	-	-	35,000
	4378LE1731	2008 JD Pro-Gator #624	Fleet Superintendent	-	36,000	-	-	-	36,000
	4378LE1736	2003 1-Ton Service Truck #520	Fleet Superintendent	43,000	-	-	-	-	43,000
	4378LE1739	2013 Ball Field Groomer #681	Fleet Superintendent	17,100	-	-	-	-	17,100
	4378LE1740	2013 Ball Field Mower / Toro 3500D Groundskeeper #682	Fleet Superintendent	35,400	-	-	-	-	35,400
	4378LE1742	2015 Ball Field Groomer #706	Fleet Superintendent	-	17,500	-	20,000	-	37,500
	4378L1207	Pavement Maintenance, East & West End Parks	Senior Engineer	-	-	-	17,500	37,500	55,000
	4378L1303	Pavement Maintenance, Village Green Parking	Senior Engineer	5,000	12,500	5,000	22,500	-	45,000
	4378L1403	Pavement Maintenance, Preston Field	Senior Engineer	5,000	5,000	27,500	6,000	6,000	49,500
	4378L1602	Pavement Maintenance, Overflow Parking Lot	Senior Engineer	5,000	5,000	5,000	27,500	5,000	47,500
	4378L1802	Pavement Maintenance - Incline Park	Senior Engineer	7,500	3,500	7,500	3,500	-	22,000
	4378LV1734	2011 Pick-Up with Lift gate (1-Ton) #646	Fleet Superintendent	-	-	-	42,500	-	42,500
	4378LV1735	2005 Pick-up Truck 4x4 (1-Ton) #554	Fleet Superintendent	-	-	43,000	-	-	43,000
	4378LV1737	2004 Pick-up Truck 4x4 (1-Ton) #541	Fleet Superintendent	-	43,000	-	-	-	43,000
	4378RS1501	Replace Previous Incline Park Playground	Principal Engineer	-	-	20,000	100,000	-	120,000
	4378RS1601	Replace Preston Park Playgrounds	Principal Engineer	-	15,000	100,000	-	-	115,000
				281,500	241,190	531,200	384,500	180,000	1,617,990
Tennis	4588BD1602	Paint All Court Fences and Light Poles, Replace Wind Screens	Buildings Superintendent	-	51,000	-	-	-	51,000
	4588BD1604	Tennis Center Renovation	Engineering Manager	700,000	-	-	-	-	700,000
	4588L1201	Pavement Maintenance, Tennis Facility	Senior Engineer	23,500	5,000	5,000	5,000	10,000	48,500
	4588RS1401	Resurface Tennis Courts 8-9-10-11	Director of Parks and Recreation	-	17,600	-	-	-	17,600
	4588RS1402	Resurface Tennis Courts 3 thru 7	Director of Parks and Recreation	-	-	-	-	23,000	23,000
	4588RS1501	Resurface Tennis Courts 1 and 2	Director of Parks and Recreation	47,000	-	-	-	-	47,000
				770,500	73,600	5,000	5,000	33,000	887,100
Recreation Center	4884BD1601	Recreation Center Natatorium Mezzanine Safety Enhancements	Buildings Superintendent	90,000	-	-	-	-	90,000
	4884BD1702	Replace Bird Netting	Buildings Superintendent	-	-	-	-	17,720	17,720
	4884BD1703	Replace Walkway Bullard Lights	Buildings Superintendent	55,000	-	-	-	-	55,000
	4884BD1705	Upgrade Lights for I.P. Pathway	Buildings Superintendent	-	-	27,000	-	-	27,000
	4884BD1804	Chemtrol System for Recreation Center Pool	Director of Parks and Recreation	-	-	22,000	-	-	22,000
	4884BD1902	Recreation Center Upstairs Lobby Restrooms Remodel	Recreation Center Manager	-	31,504	-	-	-	31,504
	4884CE1903	External Surveillance Security Cameras for Recreation Center	Director of Parks and Recreation	15,000	-	-	-	-	15,000

EXHIBIT "C"

		IVGID					
		Five Year Projection Asset Replacement Sources and Uses					
		Budget	Projected				
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Community Services Capital Improvements:							
Planned Facility Fees - Capital Maintenance							
Per Parcel		\$ 440	\$ 405	\$ 405	\$ 405	\$ 405	\$ 405
Total Community Services		\$ 3,612,400	\$ 3,322,215	\$ 3,322,215	\$ 3,322,215	\$ 3,322,215	\$ 3,322,215
Planned Other Sources & Adjustments:							
CS Fund Balance for Champ. Maint.				700,000			
Mountain Clubhouse Insurance			★ 300,000				
General Fund Balance for Clubhouse			561,800				
CS Fund Balance for Mtn. Fuel Stor.			200,000				
CS Fund Balance for Lakeview Lift			250,000				
Bonding for Ski Way				★ 2,750,000			
Debt Service on Bond						(342,007)	(342,007)
Bonding for Ski Way Roundabouts					★ 2,100,000		
Debt Service on Bonds							(261,169)
CS Fund Balance for Culvert	1,625,000						
CS Fund Balance for DP Master Plan					1,263,000	1,103,000	878,887
Creek Restoration Grant	186,000						
ITF Incline Park Grant	1,208,071						
Pump Track Grant	300,000						
CS Fund Balance for Tennis Facility			700,000				
Total Community Service Sources		\$ 6,931,471	\$ 5,334,015	\$ 4,022,215	\$ 7,335,215	\$ 6,183,208	\$ 3,597,926
Scheduled Capital Expenditures							
Championship Ongoing	492,400	536,782	511,876	476,727	246,247	549,247	
Champ. Maintenance Bldg.	-	-	700,000	-	-	-	-
Chateau Pavement Replacement							515,000
Mountain Ongoing	150,300	375,238	199,928	204,428	363,828	166,428	
Mountain Clubhouse	-	861,800					
Gas System and Maintenance Bldg.	-	200,000	-	-	-	-	-
Mountain Course Maintenance Bldg.							600,000
Facilities Ongoing	43,000	173,900	152,360	144,400	98,000	144,500	
Ski Resort Ongoing	452,000	1,315,866	1,401,249	1,123,857	1,553,935	798,435	
Ski Culvert	3,785,000	-	-	-	-	-	-
K Rail and Ski Way	50,000	225,000	300,000	2,750,000	-	-	-
Ski Way Roundabouts					2,100,000		
Ski Master Plan	-	-	-	1,263,000	1,103,000	878,887	
Community Programming Ongoing	166,500	413,700	159,004	362,550	406,500	404,840	
Community Services Admin Ongoing	27,500	-	80,000	-	-	-	-
Parks Ongoing	126,200	281,100	241,190	531,200	384,500	180,000	
Parks Improvements from Grants	1,694,071	-	-	-	-	-	-
Tennis Ongoing	98,000	70,500	73,600	5,000	5,000	33,000	
Tennis Facility	-	700,000	-	-	-	-	-
Community Services Cumulative							
Sources versus Uses		\$ (153,500)	\$ 26,629	\$ 229,637	\$ 703,690	\$ 625,888	\$ (46,523)
Beach Capital Improvements:							
Planned Facility Fees - Capital Maintenance							
Per Parcel		\$ 39	\$ 39	\$ 39	\$ 74	\$ 74	\$ 74
Total Beach		\$ 302,484	\$ 302,211	\$ 302,211	\$ 573,426	\$ 573,426	\$ 573,426
Planned Other Sources & Adjustments:							
Fund Balance for BC Pool			252,000				
Bond for BC Pool			★ 2,000,000				
Debt Service on Bond					(248,732)	(248,732)	(248,732)
Fund Balance for Storm water Impr.			39,200				
Capital Grant for Storm water Impr.			150,000				
Total Beach Sources		\$ 302,484	\$ 743,411	\$ 2,302,211	\$ 324,694	\$ 324,694	\$ 324,694
Scheduled Capital Expenditures							
Beach Ongoing	372,900	271,200	174,600	221,060	350,000	657,000	
BC Pool Resurface and Mechanical		500,000					
BC Pool Replacement			2,000,000				
Beach Cumulative Sources vs Uses		\$ (70,416)	\$ (98,205)	\$ 29,406	\$ 133,040	\$ 107,734	\$ (224,572)

EXHIBIT "D"

Report Review, discuss and possibly set direction for Capital Improvement Project Budget affecting fiscal year 2019-2020 and eventually the Five Year Capital Plan Summary to be adopted in July 2019 as part of the District's Indebtedness Report. -3-

March 12, 2019

- D. The General Manager and the Director of Finance will lead a discussion with the Board about the Five Year Projection for Asset Replacement Funding. The Projection is based on the Five Year Capital Improvement Project Summary. A review of the assumed patterns for funding and the possible variations that might be considered will be discussed under Board Practice 14.2.1 on Debt Issuance. The 2019-2020 budget and the five year summary have scheduled items using leasing over outright purchase. These will be discussed in detail. The other planned expenditures generally contemplate completion in a single construction season.

Without any other known funding source, the construction of Ski Way during calendar 2022 results in a deficit position. Therefore, the alternate portion of the project for roundabouts has been separated into a second line item.

III. FINANCIAL IMPACT AND BUDGET

The results of the discussion will be used to formulate the 2019-20 Operating Budget and Capital Improvement Project Budget adopted in May, as well as the Five Year Capital Improvement Plan Summary for filing of the District's Indebtedness Reports in July.

The consequences of capital carryover projects is not part of this discussion because the District has those resources in hand. They will be identified for the Tentative and Final Budget actions.

The Facility Fee total allocated to debt service and capital maintenance is not projected to be increased within the five year projection, as long as funding for expenditures can include using some form of time payments (leasing or bonding) and limited use of fund balance.



IV. ALTERNATIVES

Alternatives for the scope, priorities or funding of projects can be discussed by the Board of Trustees.

V. COMMENTS

Background for the District's asset replacement funding has been presented to understand measurements and indicators being used by Staff to monitor and plan for these transactions. It is not intended to be acted upon by the Board of Trustees.

EXHIBIT "E"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
MOUNTAIN GOLF
PROPOSED OPERATING SOURCES AND USES
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

	Actual FYE - 17	Actual FYE - 18	Estimated Actual FYE- 19	Approved Budget FYE - 19	Proposed Budget FYE - 20
Sources:					
Ad Valorem Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidated Taxes	-	-	-	-	-
Charges for Services	627,986	629,122	700,000	690,926	678,573
Facility Fee	270,092	327,375	328,400	328,400	328,120 *
Investment income	-	-	-	-	-
Miscellaneous Revenues	46,511	59,215	47,000	34,963	38,932
Intergovernmental	-	-	-	-	-
Interfund	-	-	-	-	-
Central Services	-	-	-	-	-
Total Sources	944,589	1,015,712	1,075,400	1,054,289	1,045,625
Uses:					
Salaries & Wages	370,994	327,821	380,000	382,111	372,113
Employee Benefits	101,500	88,958	110,000	115,490	115,629
Total Personnel	472,494	416,779	490,000	497,601	487,742
Professional Services	1,793	3,828	2,000	2,910	4,140
Services & Supplies	321,251	327,292	305,000	315,104	316,432
Insurance	13,482	18,355	15,000	14,520	18,000
Utilities	89,213	82,546	90,000	88,050	88,840
Cost of Goods Sold	63,677	76,071	51,000	53,968	59,423
Central Services	55,300	47,300	47,800	47,800	55,100
Defensible Space	-	-	-	-	-
Total Services & Supplies	544,716	555,392	510,800	522,352	541,935
General Fund Cap. Exp.	-	-	-	-	-
Total Uses	1,017,210	972,171	1,000,800	1,019,953	1,029,677
Net Sources (Uses)	\$ (72,621)	\$ 43,541	\$ 74,600	\$ 34,336	\$ 15,948

EXHIBIT “F”



5 Year Capital Improvement Plan Summary - As of 3.12.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total	
Facilities	3242L1205	Pavement Maintenance of Cart Paths - Mountain Golf Course	Senior Engineer	40,000	45,000	45,000	45,000	45,000	220,000	
	3299BD1403	Mountain Course Clubhouse and Maintenance Building Renovation and ADA Upgrades	Engineering Manager	-	-	-	95,000	600,000	695,000	
	3299BD1702	Replace Roof - Mountain Golf Clubhouse	Buildings Superintendent	25,000	-	-	-	-	25,000	
	3299BD1705	Paint Exterior of Mountain Golf Clubhouse	Buildings Superintendent	41,500	-	-	-	-	41,500	
	3299BD1902	Mountain Clubhouse Fire Rebuild and Rehab	Engineering Staff	861,800	-	-	-	-	861,800	
				1,437,038	199,928	204,428	369,828	766,428	2,971,650	
		3350BD1103	Chateau - Replace Carpet	Buildings Superintendent	62,000	-	-	49,500	68,000	179,500
		3350BD1302	Resurface Patio Deck - Chateau	Buildings Superintendent	-	36,000	-	-	-	36,000
		3350BD1505	Paint Interior of Chateau	Buildings Superintendent	-	-	-	-	40,500	40,500
		3350BD1506	Paint Exterior of Chateau	Buildings Superintendent	-	-	47,000	-	-	47,000
		3350BD1704	Replace Air Walls Chateau	Buildings Superintendent	-	31,360	-	-	-	31,360
		3350BD1804	Replace Hallway Tile at Chateau	Buildings Superintendent	65,000	-	-	-	-	65,000
		3350BD1805	Repair and Refinish Wood Walls Upstairs at Chateau	Buildings Superintendent	10,000	-	-	-	-	10,000
		3350BD1808	Chateau Community Room Ceiling and Beam Refurbishing	Buildings Superintendent	-	-	-	-	25,000	25,000
		3350FF1204	Catering Kitchen Equipment	Food and Beverage Director	18,900	-	-	-	-	18,900
	3350FF1601	Enclose Chateau Exterior Storage Area	Engineering Technician	-	85,000	-	-	-	85,000	
	3351BD1501	Aspen Grove - Replace Carpet	Buildings Superintendent	-	-	11,000	-	-	11,000	
	3351BD1703	Aspen Grove Outdoor Seating BBQ and Landscaping	Parks Superintendent	-	-	41,400	10,000	-	51,400	
	3351BD2101	Dumpster enclosure - Village Green/Aspen Grove	Parks Superintendent	-	-	45,000	-	-	45,000	
	3351L11807	Replacement Sod at Aspen Grove	Sales and Events Coordinator	18,000	-	-	-	-	18,000	
	3352FF1104	Replace Banquet Serviceware	Sales and Events Coordinator	-	-	-	-	11,000	11,000	
	3352LV1720	Replace 2013 Cargo Truck #690	Fleet Superintendent	-	-	-	38,500	-	38,500	
				173,900	152,360	144,400	388,000	144,500	713,160	
Ski	3453BD1806	Base Lodge Walk In Cooler and Food Prep Reconfiguration	Engineering Manager	25,000	150,000	-	-	-	175,000	
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures	Food and Beverage Director	38,000	52,000	-	-	-	90,000	
	3453FF1707	Replacement of Main and Snowflake Lodge Kitchen Equipment	Food and Beverage Director	-	53,000	-	-	-	53,000	
	3462CE1902	Diamond Peak Fiber Network to Lifts	IT Analyst	-	-	-	68,000	-	68,000	
	3462HE1502	Crystal Express Ski Lift Maintenance and Improvements	Ski Resort General Manager	-	55,000	25,000	345,000	-	425,000	
	3462HE1702	Lakeview Ski Lift Maintenance and Improvements	Ski Resort General Manager	250,000	30,000	192,000	-	-	472,000	
	3462HE1711	Lodgepole Ski Lift Maintenance and Improvements	Ski Resort General Manager	-	-	60,000	-	320,000	380,000	
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	Ski Resort General Manager	-	-	-	-	-	50,000	
	3462HE1903	Ridge Ski Lift Maintenance and Improvements	Mountain Operations Manager	30,000	20,000	62,000	-	-	112,000	
	3462LE1720	2016 Polaris Ranger Crew #728	Fleet Superintendent	-	-	-	-	19,000	19,000	
	3463HE1721	2013 Snow blower #689	Fleet Superintendent	-	-	-	-	165,900	165,900	
	3463HE1722	Loader Tire Chains (1-Set)	Fleet Superintendent	-	-	9,750	-	-	9,750	
	3463HE1723	2002 Caterpillar 950G Loader #524	Fleet Superintendent	-	-	265,000	-	-	265,000	
	3463HE1728	Replace 2011 Grooming Vehicle # 645	Fleet Superintendent	-	-	59,658	89,286	89,286	238,230	
	3463LV1727	Replace 2008 Grooming vehicle # 628	Fleet Superintendent	58,166	87,249	87,249	87,249	87,249	407,162	
	3464BD1403	Resurface Main Lodge Decks	Buildings Superintendent	75,200	-	-	-	-	75,200	
	3464HE1902	Replace Snowmaking Air Compressor Microprocessor Control Units	Mountain Operations Manager	100,000	-	-	-	-	100,000	
	3464HE1908	1983 CASE 855C TRACK BACKHOE # 348	Fleet Superintendent	-	-	-	250,000	-	250,000	
	3464LE1601	Ski Resort Snowmobile Fleet Replacement	Fleet Superintendent	15,500	16,000	16,500	17,000	17,000	82,000	
	3464LE1729	Snowplow #304A	Fleet Superintendent	-	-	19,000	-	-	19,000	
	3464LE1734	2016 Polaris Ranger Crew #723	Fleet Superintendent	-	-	-	19,000	-	19,000	
	3464LV1730	2014 Yamaha ATV #695	Fleet Superintendent	-	-	19,000	-	-	19,000	
	3464LV1731	2012 Yamaha ATV #683	Fleet Superintendent	18,000	-	-	-	-	18,000	
	3464LV1732	2013 Yamaha Rhino (ATV) #674	Fleet Superintendent	-	21,000	-	-	-	21,000	
	3464ME1802	Diamond Peak Fuel Storage Facility	Fleet Superintendent	-	20,000	-	-	400,000	-	420,000
	3464ME1907	Diesel Exhaust Fluid Storage/Dispenser	Fleet Superintendent	20,000	-	-	-	-	20,000	
	3464SI1002	Fan Guns Purchase and Refurbishment	Mountain Operations Manager	130,000	-	-	-	-	130,000	
	3467LE1703	Child Ski Center Surface Lift	Ski Resort General Manager	-	-	65,000	-	-	65,000	
	3468RE0002	Replace Ski Rental Equipment	Director of Skier Services	200,000	185,000	-	150,000	-	535,000	
	3468RE1609	Replace Ski Rental Machinery	Director of Skier Services	-	-	36,000	-	-	36,000	
	3469HE1739	Replace 2010 Shuttle Bus #635	Fleet Superintendent	-	130,000	-	-	-	130,000	
	3469HE1740	Replace 2010 Shuttle Bus #636	Fleet Superintendent	-	130,000	-	-	-	130,000	
3469LI1105	Pavement Maintenance, Diamond Peak and Ski Way	Senior Engineer	55,000	220,000	105,000	105,000	100,000	585,000		
3469LI1805	Ski Way and Diamond Peak Parking Lot Reconstruction	Engineering Manager	225,000	300,000	2,750,000	-	-	3,275,000		
3469LI1805B	Roundabout Alternative for Ski Way Timing to be coordinated with summer operations	Engineering Manager	-	-	-	2,100,000	-	2,100,000		
	3469LV1735	2007 Chevy 1-Ton Pick-Up #596	Fleet Superintendent	-	-	40,000	-	-	40,000	
	3469LV1736	2007 Chevy 1-Ton Pick-Up #597	Fleet Superintendent	-	-	40,000	-	-	40,000	
	3469LV1737	1991 Ski Passenger Tram #267	Fleet Superintendent	-	-	22,700	-	-	22,700	
	3469LV1738	1993 Ski Passenger Tram #283	Fleet Superintendent	-	-	-	23,400	-	23,400	

6994

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
05/01	Wednesday	6 p.m.	Chateau	2019 Regular Board Meeting	Community Services Master Plan Legislative Advocacy Report (Tri-Strategies) Recognition – IHS Basketball Teams Report on Community Area Master Plan from Washoe County's Assistant County Manager Dan Solaro (confirmed 4/2/2019) Public Hearing on Medium-Term Installment Purchase plans for mower, golf carts and snowcat (will also be a General Business Item) Master Plan/Capital Plan – Board Work Plan – set timeline (see March 28, 2019 minutes) Faust Contract for Legislative Advocacy Services
05/22	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Approve District budgets and Recreation Roll Legislative Advocacy Report (Tri-Strategies) CONSENT CALENDAR ITEMS Contract Award: Incline Creek Restoration Contract Award: Media Services
06/19	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
07/17	Wednesday	6 p.m.	Chateau	<i>Trustee Callicrate out of country 06/04 to 06/30</i> Regular Board Meeting	GM Employment Agreement Review and approve District Indebtedness Report including the Five Year Capital Project Summary
07/24	Wednesday	TBD	TBD	Workshop/Community Forum	Beaches Workshop/Community Forum on Ordinance 7
08/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
08/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Financial Reporting – Board Work Plan – get Staff's idea (September/October) – see minutes from March 28, 2019
10/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
10/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
11/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
12/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	

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

RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
WCSD Joint Agreement
Accept grant for the Burnt Cedar Beach Water Quality Improvements Project
Contract Award – Championship Golf Course Creek Restoration
Contract Award – Mountain Golf Course Restrooms