

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Indra Winqest  
District General Manager

**SUBJECT:** Review, discuss and possibly adopt Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District effective June 1, 2022

**DATE:** May 26, 2022

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### **I. RECOMMENDATION**

That the Board of Trustees discuss final edits and make a motion to adopt Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District as presented and effective June 1, 2022.

### **II. DISTRICT STRATEGIC PLAN**

#### Long Range Principal #1 Service

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

#### Long Range Principal #5 Assets & Infrastructure

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

#### Long Range Principal #7 Governance

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

### **III. SUMMARY**

The District General Manager's Ordinance 7 Committee members' and Staff's goal with this evaluation of Ordinance 7 was to focus on how to adapt the Ordinance and Recreation Privileges to the current times with additional focus on ensuring

Ordinance 7 is amended in a way that anticipates continued change both in the community and how the venues are utilized by parcel owners and their guests. Simplification and consistency were also a focus in order to increase efficiencies across operations while ensuring compliance with District policies and the beach deed (Attachment A).

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

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

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

The GM's Ordinance 7 Committee, during its meetings, discussed briefly the topic of motel and hotel occupants. Recently, a motel owner has indicated that he wishes to obtain beach access for his occupants. Staff and Special Legal Counsel have sought to find language that would address the motel owner's concerns. Unfortunately, a consensus has not been reached, and the proposed Ordinance 7 contains 2 options for addressing motel/hotel occupants in Paragraph 75. These options will be discussed at the meeting.

#### **IV. NEXT STEPS**

At the IVGID Board Meeting held on April 13, 2022, the Board of Trustees took action to set a public hearing for May 26, 2022. The Board of Trustees continued to discuss and provide feedback and direction related to recommended edits at the IVGID Board Meeting of April 27, 2022, as well as the May 11, 2022 Board Meeting. Staff has worked with District Legal Counsel to finalize a draft edited version of Ordinance 7 (Attachment B) for formal adoption after a public hearing at the May 26, 2022 Board of Trustees meeting.

It should be noted that the draft redline version (Attachment C) is a working document and has been provided for context, as it outlines all of the edits made, based on the committee and District General Manger's recommendations, in alignment and agreement with the Board of Trustees. Additionally, a conformed version with the edits incorporated has been provided (Attachment D). Both of these documents have been updated since both the April 13 and April 27, 2022, as well as May 11, 2022 Board of Trustees meetings.

In addition, and in an abundance of caution, Staff recommended that we consider the proposed edits to Ordinance 7 a "rule" subject to NRS 237 with the potential to "directly restrict the formation, operation or expansion of a business." (NRS 237.060(2)(b).) This is based on the proposed clarifications on commercial operations at the beaches.

NRS 237 requires additional outreach to the business community in addition to the general public hearing process. Based on direction by the Board of Trustees, Staff has provided notice to the business community of the proposal and their ability to submit comments on the proposal. Staff prepared and distributed a "business impact statement" for the Board's consideration, which was approved unanimously at the May 11, 2022 Board Meeting.

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

#### **V. BUSINESS IMPACT STATEMENT**

As required by the Nevada Department of Taxation, Division of Local Government Services, the District prepared and mailed notices regarding the draft Business Impact Statement to all potentially affected business.

As the Board of Trustees heard at its April 27, 2022 meeting, several members of the boating business community made comments and Incline Boat Storage and Marine submitted their written comments which are attached to the minutes of this meeting. North Shore Boat Rentals also submitted written comments which are attached to the minutes of the Board of Trustees meeting of April 27, 2022 and were shared with the Board of Trustees and District General Manager prior to the meeting.

The attached fully executed business impact statement (Attachment E) was adopted by the Board of Trustees at their May 11, 2022 Board of Trustees Meeting.

## **VI. ALTERNATIVES**

1. Approve recommended edits to Ordinance 7 with required revisions.
2. Do not approve recommended edits to Ordinance 7 and provide Staff direction on next steps.

## **VII. LINK TO ADDITIONAL RESOURCES**

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

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

## **VIII. ATTACHMENTS**

- A. Beach Deed, 1968
- B. Recommendations for edits of Ordinance 7 updated after 5/11 meeting
- C. Draft redline version of Ordinance 7 incorporated after 5/11 meeting
- D. Draft conformed version with redline changes incorporated after 5/11 meeting
- E. Business Impact Statement
- F. Resolution 1894



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R.P.T. : 2,310.00

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D E E D

THIS INDENTURE, made this 4~~7~~ day of June, 1968,  
between VILLAGE DEVELOPMENT CO., formerly known as CRYSTAL BAY  
DEVELOPMENT CO., a Nevada corporation, party of the first part,  
(hereinafter referred to as "Grantor"), and INCLINE VILLAGE  
GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation organized  
and existing pursuant to the provisions of the General Improvement  
District Law, Chapter 318, Nevada Revised Statutes, party of the  
second part (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

That the said party of the first part, for and in con-  
sideration of the sum of TEN DOLLARS (\$10.00), lawful money of  
the United States, to it in hand paid by the said party of the  
second part, the receipt whereof is hereby acknowledged, does  
by these presents grant, bargain, sell and convey unto the said  
party of the second part, and to its successors and assigns, all  
that certain lot, piece or parcel of land situate in the County  
of Washoe, State of Nevada, more particularly described in Exhibit  
"A" attached hereto.

TOGETHER with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging, or in anywise apper-  
taining and the reversion and reversions, remainder and remainders,  
rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises,  
together with the appurtenances, unto the said party of the second  
part, and to its successors and assigns forever.

It is hereby covenanted and agreed that the real property  
above described, and any and all improvements now or hereafter  
located thereon, shall be held, maintained and used by grantee,

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Att. Edmund, Cross & White  
ATTORNEYS AT LAW  
300 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

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1 its successors and assigns, only for the purposes of recreation  
2 by, and for the benefit of, property owners and their tenants  
3 (specifically including occupants of motels and hotels) within the  
4 Incline Village General Improvement District as now constituted,  
5 and, as the Board of Trustees of said District may determine, the  
6 guests of such property owners, and for such other purposes as  
7 are herein expressly authorized.

8 This covenant shall be in perpetuity, shall be binding  
9 upon the successors and assigns of grantee, shall run with and be  
10 a charge against the land herein described, shall be for the  
11 benefit of each parcel of real property located within the area  
12 presently designated and described as Incline Village General  
13 Improvement District and shall be enforceable by the owners  
14 of such parcels and their heirs, successors and assigns; provided,  
15 however, that said Board of Trustees shall have authority to levy  
16 assessments and charges as provided by law, and to control, regu-  
17 late, maintain and improve said property as in its sole discretion  
18 it shall deem reasonable and necessary to effectuate the purposes  
19 herein mentioned; and provided, further, the said District shall  
20 have the right to use the real property above described for the  
21 maintenance and operation of the water pumping facilities now  
22 located thereon and such other utility facilities necessary to  
23 the operation of the District.

24 Grantor, for the benefit of itself and its successors  
25 and assigns in the ownership of real properties located within the  
26 presently constituted boundaries of Incline Village General Improve-  
27 ment District, and for the benefit of all other owners of property  
28 located within said boundaries, and their respective successors  
29 and assigns in such ownership, hereby specifically reserves an  
30 easement to enter upon the above described real property and to

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Mr. Edmund, Cramer & White  
ATTORNEYS AT LAW  
300 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

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1 use said real property for the recreational uses and purposes  
2 specified herein. Said District shall have the authority to  
3 impose reasonable rules, regulations and controls upon the use  
4 of said easement by the owners thereof.

5 The easement hereby created and reserved shall be appur-  
6 tenant to all properties located within the Incline Village  
7 General Improvement District, as said District is now constituted.  
8 Such easement may not be sold, assigned or transferred in gross,  
9 either voluntarily or involuntarily, but shall pass with any  
10 conveyance of real properties within said District as now consti-  
11 tuted.

12 IN WITNESS WHEREOF, the said party of the first part  
13 has hereunto set its hand and seal the day and year first above  
14 written.

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16 ATTEST:

17 [Signature]  
18 Secretary

VILLAGE DEVELOPMENT CO.

By [Signature]  
President

19 ACCEPTED AND APPROVED:

20 INCLINE VILLAGE GENERAL IMPROVE-  
21 MENT DISTRICT

22 ATTEST:

23 [Signature]  
24 Secretary

By [Signature]  
President





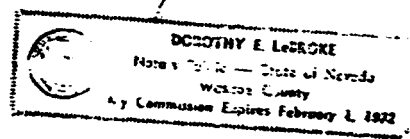
1 STATE OF NEVADA }  
2 COUNTY OF WASHOE } ss

3 On this 17th day of June, 1968, before me, a Notary  
4 Public in and for said County and State, personally appeared  
5 George E. Sawyer and Frank Chamberlain,  
6 known to me to be the President and Secretary of INCLINE VILLAGE  
7 GENERAL IMPROVEMENT DISTRICT, the quasi-municipal corporation  
8 that executed the foregoing instrument, and upon oath, did depose  
9 that they are the officers of said corporation as above designated;  
10 that they are acquainted with the seal of said corporation and  
11 that the seal affixed to said instrument is the corporate seal  
12 of said corporation; that the signatures to said instrument  
13 were made by officers of said corporation as indicated after  
14 said signatures; and that the said corporation executed the said  
15 instrument freely and voluntarily and for the uses and purposes  
16 therein mentioned.

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17 IN WITNESS WHEREOF, I have hereunto set my hand and  
18 affixed my official stamp at my office in said County and State,  
19 the day and year in this certificate first above written.

Doctny E. LeCroke  
Notary Public



DESCRIPTION

Situate in the County of Washoe, State of Nevada, as follows, to-wit:

PARCEL 1

A portion of Lots II, III and IV of Section 22, Township 16 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Commencing at the Southwesterly corner of Lot 12 in Block N and the Northerly right of way line of Nevada State Highway No. 28, as said lot, block and Highway are shown on the map of Lakeview Subdivision, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 20°35'35" West 80.00 feet to a point in the Southerly right of way of said Highway; thence South 69°24'25" East 174.28 feet along the Southerly right of way line of said Highway to the true point of beginning of this description, said point of beginning also being the Northwest corner of that certain parcel conveyed to Crystal Bay Development Co. on September 30, 1963, under Filing No. 395633, Washoe County Records; thence continuing South 69°24'25" East 1251.79 feet along the Southerly right of way of said Highway to the Northwest corner of that certain parcel deeded to Pacific Bridge Company and Associates on October 23, 1963, under Filing No. 397736, Deed Records; thence South 20°35'35" West 574.75 feet, more or less, to Lake Tahoe; thence Westerly along Lake Tahoe to a point from which the true point of beginning of this description bears North 31°07'35" East; thence North 31°07'35" East to the true point of beginning of this description.

PARCEL 2

Beginning at the Southeasterly corner of Lot 24 in Block H of Lakeview Subdivision, Washoe County, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 15°11'27" East 111.13 feet to a point on the Southerly right of way line of Nevada State Highway 28 as it now exists and the true point of beginning of this description, said point of beginning being the Northwest corner of Lot 36 of Lakeshore Subdivision No. 1, as said Lot 36 is shown on the map of Lakeshore Subdivision No. 1, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 28, 1960, and being on a curve concave to the Northeast, having a central angle of 4°41'11", a radius of 5040.00 feet and a tangent which bears North 61°40'36" West 206.23 feet, thence Northwesterly along said curve and the Southerly boundary of said highway 28, an arc distance of 412.24 feet; thence continuing along the Southerly right of way line of said highway 28, North 56°59'25" West 907.76 feet; thence leaving said Highway 28, South 27°17'46" West 90.72 feet; thence South 00°50'05" West to Lake Tahoe; thence running Southeasterly along Lake Tahoe to a point from which the true point of beginning bears North 28°08'35" East (Lakeshore Subdivision No. 1 bearing North 27°16'00" East); thence North 28°08'35" East along the Westerly boundary of said Lakeshore Subdivision No. 1 to the true point of beginning of this description.

RESERVING FROM the above described parcel an easement for maintaining and operating an existing pumping plant and pipe lines.

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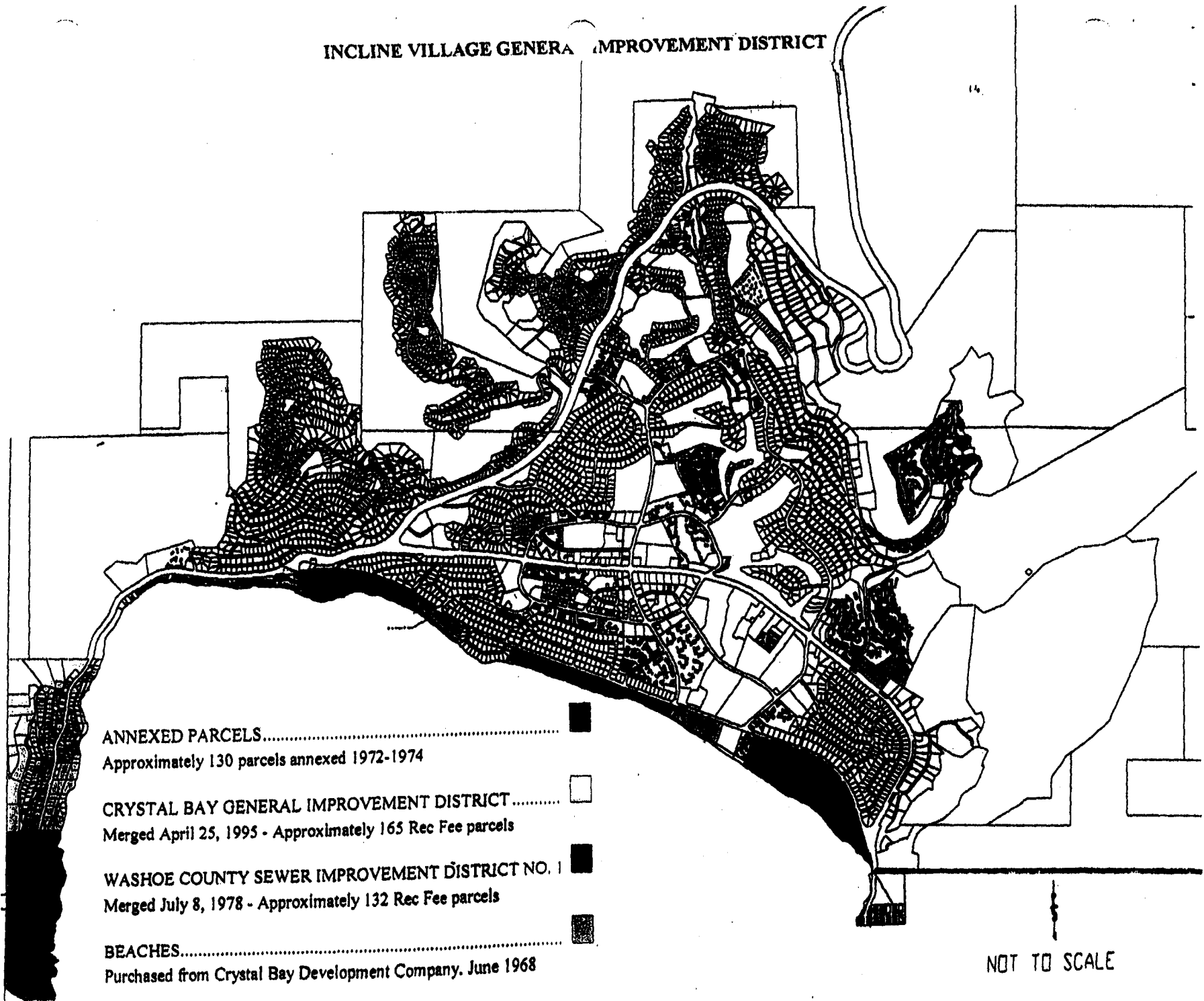
Note of information: Basis of bearings, Lakeview Subdivision.

*[Handwritten signatures and initials]*  
247

324  
197  
800K

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Attachment A  
130



ANNEXED PARCELS.....

Approximately 130 parcels annexed 1972-1974

CRYSTAL BAY GENERAL IMPROVEMENT DISTRICT.....

Merged April 25, 1995 - Approximately 165 Rec Fee parcels

WASHOE COUNTY SEWER IMPROVEMENT DISTRICT NO. 1.....

Merged July 8, 1978 - Approximately 132 Rec Fee parcels

BEACHES.....

Purchased from Crystal Bay Development Company. June 1968

NOT TO SCALE

## Recommended Revisions to Ordinance 7 *(edited after 5/11/22)*

### **A. IVGID Picture Passes**

Currently –

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

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

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

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

*Responses:*

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

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

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

*Do not utilize either 1.0% (22)*

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

*Responses:*

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

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

*Responses:*

*None (0) 29.8% (506)*

*1 - 3 37.4% (634)*

*4 - 5 24.4% (413)*

*6 - 10 8.0% (136)*

*Unlimited 0.4% (7)*

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

\*Covid 19 Restrictions per Board Resolutions

### Committee Recommendations -

- No change within the initial five passes that all Parcels are allotted. **Board Agreement 4/13/22**
- Recommend adding a verified Domestic Partner, to the second level of consanguinity in the family tree. Please note... *After Special Counsel's review, it was highly recommended that the family tree is not to be expanded beyond adding a domestic partner.* **Board Agreement/staff to develop criteria 4/27/22**
- Recommend allowing for the purchase of up to (3) three additional Picture Passes for family members within Family Tree, and which will count towards a total of a maximum of five additional IVGID Passes/Recreation Punch Cards which can be purchased. **Board Agreement 4/27/22**

Additional Picture Passes will no longer include the ability to bring guests as agreed upon by the board on 4/27 after recommendation from the General Manager.

- Recommend requiring Picture Pass holders under 18 to get updated photo every 3 years. This is to make sure that each youth is recognizable and passes are not transferable. **Board Agreement 4/13/22**

### **B. Recreation Punch Cards**

Currently –

As noted above, all parcels are allotted 5 passes. This can be all picture passes, all Recreation Punch Cards, or a combination of the two. Recreation Punch Cards are transferable and the value on the card is 1/5<sup>th</sup> of the RFF and BFF

combined, or the value of only the RFF which is paid by all parcels that do not have access to IVGID beaches. Assuming sufficient value on the Recreation Punch Card, the cardholder(s) would be allowed to use the value on the Recreation Punch Card to discount the fee to the IVGID Pass Holder rate at the following Recreation Venues:

IVGID Beach Properties (entire amount of guest fee is deducted from the Recreation Punch Card)

Diamond Peak Ski Resort

Recreation Center

Community Programming

Championship and Mountain Golf Courses

Tennis & Pickle ball Center

Chateau and Aspen Grove for facility rentals

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

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

*Responses:*

*Yes 73.2% (1,609)*

*No 26.8% (589)*

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

*Responses:*

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*22% Yes (493)*

*67% No (1478)*

*Other – Write-in 10.5% (231)*

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

*Responses:*

*Yes 68.6% (1,476)*

*No 24.5% (528)*

*Other – Write-in 6.9% (148)*

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

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	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022 YTD</b>
<b>Additional IVGID Picture Passes Sold</b>	35	156	61	63	110	*197	*220	25
<b>Additional Recreation Punch Cards Sold</b>	103	97	114	164	176	*1996	*1310	5



Recreation Punch Cards Issued (not including additional purchased cards)	11846	12427	12497	13007	13172	*12777	*12531	209
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\*Covid 19 Restrictions per Board Resolutions

Committee Recommendations –

- Based on community feedback, the Recreation Punch Card provides value and should remain. **Board Agreement 4/13/22**
- Recommend allowing the Recreation Punch Card to buy down up to the entire amount of the access or service fee, including access to the boat ramp. For example; instead of only deducting the difference between the IVGID Pass Holder and the non-IVGID Pass Holder Rate, the card holder would be able to pay for the entire fee from the balance on the Recreation Punch Card; hence, for example, to deduct the entire \$15 entrance fee to the Recreation Center. **Board in agreement to not yet implement. Further discussion resulted in the need for further evaluation of potential unintended impacts as well as evaluate the Recreation Punch Card as it exists today and possible changes moving forward.**
- Recommend limiting the number of additional cards, whether IVGID Picture Passes or Recreation Punch Cards that can be purchased per parcel up to a maximum of (5) five Additional IVGID Passes with a maximum of (3) Additional Recreation Punch Cards. **Board Agreement 5/13/22**
- The Recreation Punch Cards expire annually on May 31<sup>st</sup>. It has been suggested by a few community members that any value leftover should rollover. This is **not** recommended by the committee, as the value of the annual Recreation Punch Card is tied to the annual payment of the Recreation & Beach Facility Fees as a component of the parcel property taxes, and since rolling over balances would therefore create difficult financial and accounting burdens. **Board Agreement 4/13/22**
- Recommend renaming the Recreation Punch Card to something that more correctly reflects the purpose of card and to clearly distinguish it from the current Recreation Punch Card. Two examples would be: “Recreation Access Card”, “Guest Access Card”. **Board in agreement to not change the name as the future of Recreation Punch Cards will continue to be evaluated 4/27/22**

## C. Guest Access

Currently (not including temporary restrictions related to COVID) –

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

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

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

*Responses:*

*20+ times per season 7.6% (146)*

*10-19 times per season 17.8% (343)*

*5-9 times per season 25.4% (489)*

*1-4 times per season 41.2% (793)*

*Never 7.9% (152)*

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

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

*Responses:*

*Yes 57.7% (1,108)*

*No 42.3% (812)*

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

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## Committee Recommendations -

- Recommend permanently Eliminate Daily Beach Passes (Daily Beach Passes are not provided for in Ordinance 7) **Board Agreement 4/13/22**
- Recommend permanently Eliminate Daily Exchange Passes (Exchange Passes are not provided for in Ordinance 7) **Board Agreement 4/13/22**
- Unless accompanied by an IVGID Picture Pass Holder who purchases guest entrance, a Guest can only access the beaches with a valid Recreation Punch Card that has the applicable value remaining on the card to cover the total cost of entrance to the beaches for each person accompanying the Recreation Punch Card. **Board Agreement 4/13/22**

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

**Board in Agreement to not implement at this time, however will evaluate if needed in the future dependent upon the effectiveness of approved revisions.**

- The Committee recommends considering placing a limit on the total number of guests a parcel and/or IVGID Picture Pass Holder can bring to the beach during high season or, alternatively on a daily basis during high season. *However, a methodical approach may be more appropriate. **If additional restrictions become necessary, this would be something IVGID should consider implementing.** This would require customization of the existing operating software in order to appropriately manage this level of a restriction(s). **It has been acknowledged that the Districts current operating software cannot currently accommodate this concept so this would need to be evaluated.** Staff recommended at the board of trustees are in agreement to set the threshold for a group to 25 people or more which will be required to be pre-authorized by the General Manager and/or his/her designee. 5/11/22*
- If a daily or annual limit is placed on the number of guests that an IVGID Picture Pass Holder/Parcel can bring to the beaches, IVGID must provide an

administrational process for parcel owners/IVGID Picture Pass Holders to request access for a larger group. It is recommended that there is a restriction on the number of total guests allowed per request as well as a restriction on the number of requests a given parcel owner/IVGID Picture Pass Holder can make in a calendar year. [See above](#)

#### **D. Definition of a Guest**

Currently –

There is currently no definition of a “Guest” as it relates to the IVGID Beaches or the other Recreation Venues in Ordinance 7. More importantly, a “Guest” is not defined in the beach deed either. Each of the District Venues has slightly different rate category structures.,

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

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

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Committee Recommendations –

It is recommended that the District develop a definition of a “Guest” that would be consistent across all applicable venues and services. However, the Committee has had difficulty coming to a consensus on any specific definition to recommend, largely due to the different interests and opinions among parcel owners. Many parcel owners favor a restrictive definition of guest that would imply a more personal relationship, while many others, concerned about violations of their property rights, favor a much broader definition. The goal of developing a definition must be to define with more specificity who is and who is not a guest. Protecting the Beach Deed must be the primary factor when it comes to developing this critical definition, as the Beach Deed grants rights for property owners and tenants, and their guests only as determined by IVGID, to have access to the beaches for recreational purposes, and therefore a guest needs to be defined so as to exclude commercial use of the beaches by the parcel owners, to be consistent with the beach deed. We have requested a definition of “Guest” from our outside counsel.

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

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

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

*Steve Balkenbush Special Counsel to IVGID*

### **Board Agreement 4/13/22**

The majority of the committee is comfortable with the definition provided by Special Counsel. However, members of the committee have provided concerns/suggestions related to the definition. These concerns include lack of clarity and detail, and determination of what constitutes “selling of Recreation Privileges”.

### **E. Commercial Operations**

Currently –

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

There are several local watercraft rental companies as well as two storage companies that also provide launch and retrieval services for their respective clients. Currently, these companies are owned and operated by parcel owners who are IVGID Pass Holders, and hence they have their own, independent, access rights to the IVGID beaches and the Ski Beach Boat Ramp for their own recreational uses as set forth in the beach deed. Historically these companies have also utilized the Ski Beach Boat Ramp to launch their commercial watercraft, paying the applicable fees to do so. IVGID also requires these

companies to provide both a Washoe County business license and Insurance. Staff has been consistently challenged over the years to manage this activity as there are differing opinions as related to this issue (i.e., use of commercial watercraft by non-IVGID Pass holders, use of the beaches by commercial or other watercraft anchored off the beaches, etc.).

IVGID has Jurisdiction over its beach properties only and not the waterways or areas outside of the fenced boundaries. IVGID does not allow any unapproved marketing, solicitation, or administering of contracts/rental agreements on IVGID property. Periodically, the boat rental and storage companies, as a method of operating their businesses, will accompany their clients at the beach gates to pay the applicable guest fees so that the client may enter the IVGID beaches for the purpose of accessing the boat ramp to ultimately access and recreate on Lake Tahoe. These clients would otherwise not have access to the IVGID beaches. The owners/operators of the businesses are therefore using their IVGID Pass Holder access to provide access to their respective clients for commercial and monetary gain. The Committee believes that this is not a recreational use by the owner/operator of the business as it is in effect selling IVGID Recreation Privileges for monetary gain, and therefore may be a violation of Ordinance 7.

#### Committee Recommendations –

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

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

The Committee members all recommended that the commercial watercraft operations operators who are parcel owners, only be allowed to launch boats for their own use and for the use of IVGID Pass Holders with beach access, so as to



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

Accordingly, the following key questions have been researched:

- Can Ordinance 7 provide that owners/operator of commercial boat businesses only can launch their commercial watercraft for their own personal recreational use or for the use of IVGID Picture Pass Holders with beach access, and launch boats owned by parcel owners with beach access and their tenants and guests, even if the commercial operators have their own valid IVGID Passes to the IVGID Beaches?
- If allowed to access the Boat Ramp, is it a potential violation of the beach deed for them to accompany their non-pass holder clients for the purpose of client access to IVGID beaches (i.e., an activity that is for monetary/commercial gain)?

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

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

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

*up its customers who are Recreational Pass Holders, and who are paying the business to rent the boat for a few hours or the day, this is deemed a permissible non-commercial activity for the benefit of the IVGID Recreational Pass Holder, not a commercial use for the commercial boat business. All other boat activities on the Beaches are deemed commercial use and not allowed.*

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

**Board Agreement. Business Impact Statement approved unanimously at the 5/11/22 Board of Trustees Meeting.**

## **F. Other Recommendations**

1. Special Counsel Legal and/or Judicial Review of gold/silver card, employee and employee dependent access to beaches. While the majority of the Committee did not believe that policies on employee use and access to IVGID facilities was within the purview of Ordinance 7, the Committee suggested that the District retain legal counsel advise as to whether any of the following employee related access to the beaches potentially violates the Beach Deed, as the Committee desires to protect the private beaches and Beach Deed as a primary directive. The recommended research only relates to beach access and not to other venues. The issues for attorney opinion and or judicial review are: (i) gold/silver cards for beach access; (ii) access to the beaches by IVGID employees (including those employees who do not own or lease parcels with beach access); (iii) access to the beaches by employee dependents (including those employee dependents who do not own or lease parcels with beach access); and (iv) access by guests of employees and guests of employee dependents accompanying the employee or employee dependent to the beach. .
2. Strengthen Disciplinary Action for Abuse of Recreation Privileges. To add specificity. (increased focus on selling of recreation privileges) (no advertising in any way especially social media) **Board Agreement 4/13/22**
3. Ensure there are controls preventing potential attempts to gain privileges via unbuildable lots, sub dividing etc. (enforce via district policies). To add specificity. **Recommended language to be inserted into Ordinance 7 as a revision as approved by special counsel:**

## ARTICLE X. UNBUILDABLE LOTS

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

*Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.*

*No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built “on that lot” in the future, that Parcel will become eligible for Recreation Privileges.*

*Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.*

**Board Agreement 5/11/22**

4. Parcel owners' must be liable for the acts and damages of their tenants and guests. **Board Agreement 4/13/22**
5. Add Requirement that in the case of multiple ownership, there must be delegated one individual from the ownership group who is able to authorize recreation privileges on the parcel. An Agent/Owner Authorization Form will be required to be on file at all times. **Board Agreement 4/27.**
6. Hotels, Motels, Timeshares receive recreation privileges consistent with any other Dwelling Unit that pays the RFF/BFF. It's up to the Timeshare owner/operator to determine how to administer the Recreation Privileges they receive. **Board Agreement 4/13/22**

7. No Recommended changes to the administration of Commercial Parcel Privileges. **Board Agreement 4/13/22**

## **ORDINANCE NO. 7**

**(As amended June 13, 1991;  
November 17, 1993; May 8, 1995;  
June 12, 1995; March 25, 1998 and  
proposed on May 26, 2022)**

**An Ordinance Establishing Rates,  
Rules and Regulations for IVGID  
Recreation Passes and Recreation  
Punch Cards by the Incline Village  
General Improvement District**

**RedCLEANline 5/131/2022**

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Be it ordained by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:

**ARTICLE I. GENERAL PROVISIONS**

1. Short Title. This Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; all words in the masculine ~~shall include the feminine; and all words in the or~~ feminine shall include the masculine, feminine, and gender neutral. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

**ARTICLE II. DEFINITIONS**

When used in this Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. Agent means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving ~~any IVGID~~any IVGID Recreation Passes and Recreation Punch Cards on

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behalf of Owner and his/her/its Tenants and Assignees pertaining to the Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District, release the District or to assume risks as individuals or entities. Agents cannot use any Cards issued for a Parcel owned by any other Owner or for the Agent's own use.

7. Alleged Violator means a person accused of misconduct by the District.
8. Application means the District's form used to apply for Recreation Privileges.
9. Assignment means the execution of a District Assignment of Recreation Privileges form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A", ~~to a Tenant,~~ or to an authorized recipient from an Owner which is an Entity or for a Parcel with multiple owners.

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10. Assignor means the Owner who is assigning Recreation Privileges to a Tenant or a Family Tree Member. A Tenant, a Family Tree Member, and an Assignee cannot assign Recreation Privileges to another person or entity and cannot be an Assignor. Assignee

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means the individual receiving an Assignment of Recreation Privileges from an Owner. Assignees cannot assign their Recreation Privileges to others.

- 11 Beach Access means the rights and privileges of ~~Parcel~~ Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed ~~dated June 4, May 30, 1968,~~ conveying the Beaches to Incline Village General Improvement District and granting easements to ~~Parcel~~ Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.

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12. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.
13. Beach Deed means that certain Deed made ~~June 4, May 30,~~ 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"
14. Beach Facility Fee means the amount determined by the Board of Trustees to fund the IVGID beach properties for operations, capital improvements and debt service, which is assessed to a Parcel with Beach Access, and is paid as part of Washoe County property tax bill.
15. Board means the Board of Trustees of the Incline Village General Improvement District.
16. Card means a Recreation Punch Card or an IVGID Recreation Pass. Additional Card means an Additional Recreation Punch Card or an Additional IVGID Recreation Pass issued as set forth in Paragraph 102.
17. Commercial Tenant means an individual, trust, or corporation, limited liability company, ~~(or similar entity) who~~entity who/which rents, or leases, a commercial Parcel located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more. A commercial Tenant with a Lease for less than six (6) months is not entitled to receive IVGID Recreation Pass(es) or Recreation Punch Cards. A commercial Tenant must present a written lease agreement in the name of the commercial Tenant, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a commercial Tenant's lease terminates, the Owner must immediately notify the District and the IVGID Recreation Pass(es) and Recreation Punch Card(s) must immediately be returned to the District for cancellation, upon notification of termination of tenancy.
18. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited. This does not apply ~~to a~~to a written contract between the District and a third party to provide services or work at the Beaches, that has been approved by the Board.
19. Consanguinity means a blood relationship.

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20. County means Washoe County, Nevada.
21. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.
22. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
23. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States, where: (i) both parties (each a Domestic Partner) are at least 18 years old; (ii) both Domestic Partners share a common residence; (iii) neither Domestic Partner is currently in a marriage or domestic partnership or substantially equivalent relationship with another person; and (iv) both Domestic Partners are legally capable of consenting to the Domestic Partnership; and (v) Domestic Partners residing in Nevada shall have filed a Domestic Partnership registration with the Office of the Nevada Secretary of State pursuant to NRS 122A.100. ~~or alternatively~~ Domestic Partners residing in other states shall have filed a registration as Domestic Partners in the state in which they reside, registered in another state, that state of residence.
24. Entity means an Owner which is not a natural person.
25. Facility Fee means the amount determined by the Board of Trustees to cover the total of the Beach Facility Fee plus the Recreation Facility Fee (which covers the budget for operations, capital improvements and debt service) which is assessed to each Parcel for Recreation Facilities other than the Beaches, and is paid as part of the Washoe County property tax bill.
26. Family Tree means a social unit consisting of people related to ~~the Owner~~ the Owner by marriage, ~~and~~ to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, and Domestic Partners and children of Domestic Partners, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to be receive an Assignment of IVGID Recreation Passes and Recreation Privileges, as more fully set forth below.
27. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

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28. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.
29. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. An Owner and the Owner's Guests can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.
30. IVGID Recreation Pass means the non-transferable photo identification pass issued by the District for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities.
31. [Occupants of Hotels and Motels means any person occupying a room within a hotel and/or motel within the District boundaries as of June 4, 1968 and the hotel/motel is duly licensed by all required agencies within the State of Nevada.]
31. Owner means any person or Entity owning fee title to a Parcel within the District, or portion thereof, or any person or Entity in whose name the legal title to the Parcel appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel or ownership of a Parcel by an Entity, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of Entity ownership, the multiple Owners or the Entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
32. Parcel means: (i) a dwelling unit, (ii) a single plot of land within the District, with or without a residential dwelling or commercial building on it, but if it has no building, it must be a buildable lot, except as set forth in Article X, or (iii) a multi-family Parcel that contains more than one dwelling unit, AND it must be on ~~as defined by~~ the District Recreation Roll, ~~and which is~~

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assessed and pay a Recreation Facility Fee. For Beach Access, the Recreation Fee assessed and paid must include a Beach Fee.

33. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.
34. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
35. Recreation Punch Card means ~~the card~~the card for Recreation Privileges issued by the District to ~~eligible Owners~~eligible Owners for use by the Owner, the Owner's ~~Tenants, and~~Tenants and Guests of the Owner, that can be used to pay some or all of access fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Tenant or a Guest of an Owner may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in this Ordinance.
36. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
37. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to IVGID Recreation Pass Holders or Recreation Punch Card Holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Access Recreation Privileges are specifically limited as set forth in Article VII below.
38. Resident means any:(i) Owner or Tenant of a residential Parcel (including a buildable lot) that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial Parcel (including a buildable lot) that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii)

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A ~~Tenant must~~ Tenant must have a lease of a Parcel located within the District with a term of six (6) months or longer.

39. Residential Tenant means an individual, trust, or corporation or limited liability company (or similar entity) who/which rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A residential Tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass or Recreation Punch Card. A residential Tenant must present a written lease agreement in the name of the residential Tenant, or with the residential Tenant listed as one of the persons authorized to live at the Parcel, and an IVGID Assignment form signed by the Owner ~~attesting to the fact that the lease is a valid and enforceable lease~~. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass and Recreation Punch Card must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass and Recreation Punch Card in the name of a former residential Tenant, upon notification of termination of tenancy.
40. Tenant means a Residential Tenant or a Commercial Tenant which leases a Parcel (with a valid lease) within the District for a lease term of six (6) months or longer. For a Tenant to have Beach Access, the Parcel leased by the Tenant must have Beach Access. Tenants cannot make an Assignment of Recreation Privileges under the Family Tree, Exhibit "A".
41. Unbuildable lot is a classification that is reflected for a parcel in the records of the Washoe County Assessor Property Data for a given APN, per Washoe County Land Use Code Sections 160 and 170.

**ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY**

42. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Hotels, motels and timeshares shall receive Recreation Privileges consistent with any other Commercial/Residential Parcel that pays a Recreation Fee, and if the Parcel has beach access, that pays a Recreation Fee that includes a Beach

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~~Fee.~~ Notwithstanding the foregoing sentence, only Parcels which were located within the District as of June 4, 1968, and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive an IVGID Recreation Pass or Recreation Punch Card with Beach Access.

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43. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
44. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges, IVGID Recreation Passes and Recreation Punch Cards available to the Parcel that they are renting, provided that they have proof of residency and tenancy and upon the execution of the District Assignment documents as described in Article IV below. An IVGID Recreation Pass and/or a Recreation Punch Card shall be issued to a Tenant for a period of no longer than the term of the lease. If a Tenant is under the age of eighteen (18) an IVGID Recreation Pass can only be issued for the term of the lease or three (3) years, whichever is less.
45. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards. Also, each eligible Parcel may purchase Additional IVGID Recreation Passes and or Additional Recreation Punch Cards as set forth in Paragraph 102. Only Parcels with Beach Access may receive Cards or Additional Cards with Beach Access.

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**ARTICLE IV. APPLICATION PROCEDURES**

46. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 48 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form and such other documents as are required by the District for the Assignment. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, by email or digitally, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.

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47. Application and Designation/Assignment if Parcel has Multiple Owners or if the Parcel is in the name of an Entity. If title to a Parcel is held in the name of multiple owners (excluding husband and wife, or husband, wife and adult child(ren) living together) or in the event of ownership of a Parcel by an Entity, a duly authorized District form entitled "Individual Authorization to Designate/Assign Recreation Privileges" must be on file with the District. This form will designate one (1) individual to instruct the District as to the identity of persons and the type of Cards to be issued by the District in connection with the Parcel. The form will be valid for a period of one year, or until a new form is duly executed and delivered to the District, whichever is later, or until the Parcel is sold or transferred, and may be relied upon by the District in issuing Cards and assigning Recreation Privileges. The District will only assign Recreation Privileges and Cards as directed by the individual designated as the authorized person for the Parcel. on the District form entitled "Individual Authorization to Designate/Assign Recreation Privileges".

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48. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together with one of the following forms:

- a. Written copy of legal deed of title to the Parcel; or
- b. Written confirmation of ownership of the Parcel from the County Assessor's office.
- c. In case of ownership or tenancy of a Parcel by an Entity, such documents as are required by the District to prove that the individual

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identified in the Assignment to receive the Recreation Privileges and Cards is a person authorized by Ordinance 7 to receive Recreation Privileges and Cards. For example, in the case of a corporation or limited liability company, the documents ~~could may~~ be copies of shares or certificates of ownership, duly authorized ~~m~~Minutes or other documents acceptable to the District.

49. Proof of Residence. Proof of residence shall be made by submitting a Written copy of a legal lease signed by ~~Parcel~~ Owner and Tenant, or authorized Agent, along with written certification on the IVGID Assignment form signed by the ~~Parcel~~ Owner representing that the Assignee is a Tenant, together with one or more of the following forms:

- a. Valid Nevada Driver's License indicating current street address within the District.
- b. Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.
- c. All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.

50. Proof of Tenancy, including Commercial Tenancy. Proof of tenancy, including commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident ~~for both -in the case of~~ an IVGID Recreation Pass ~~and, (but not required for~~ a Recreation Punch Card); and (iv) in the case of an Entity, proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the Entity who is a Resident or a corporate officer who is a Resident). Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

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51.

Proof for Individuals under Family Tree. ~~The~~ District will develop a separate list of documents required to be submitted to prove Affinity and Consanguinity under

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the Family Tree, and which shall be available to the public, which list may be modified from time to time as the District reasonably believes is necessary.

52. Proof for Domestic Partner and Child of a Domestic Partner. The District will develop a separate list of documents required to be submitted to prove a Domestic Partner relationship and a child of a Domestic Partner relationship, which shall be available to the public at the District Recreation Desk. The list may be modified from time to time as the District reasonably believes is necessary, but will include but not be limited to, a fully signed IVGID form Declaration of Domestic Partnership, attesting that the parties had been Domestic Partners for the prior 6 months, and a copy of a duly filed registration of domestic partnership with the State of Nevada or another state.

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53. Application Acceptance. Application will not be accepted on any Parcel if another valid Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.

54. Application Approval. Upon review and verification of the completeness and accuracy of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.

55. Application Amendment. To update information on the Application, except for Parcels with multiple owners, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

**ARTICLE V. ASSIGNMENT OF PRIVILEGES**

56. Assignment Procedures. Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved Application, or when an approved



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Application is already on file but the Application and Cards issued thereunder have been cancelled, and when signed by any Owner listed on the Application. The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the ~~Parcel~~ Owner as Assignor and the Assignee must agree to be jointly and severally liable to the District for with Assignee respecting any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to Recreation Facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities and Recreation Venues, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned an IVGID Recreation Pass ceases to be a Tenant or otherwise becomes ineligible to have an IVGID Recreation Pass or Recreation Punch Card, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass and Recreation Punch Card must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another Card cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience

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57. Agent Designation. Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes and Recreation Punch Cards. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by each of the Owner's Tenant(s), Assignee(s) and Guest(s) and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent of the Owner and for all acts of each Assignee and Guest, and for all representations ~~by~~ the Agent and the Assignee(s) to the District. The Agent shall be a family member as set forth

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on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or other licensee of the Nevada Division of Real Estate.

58. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.

59. Privileges Assignable - Residential Parcels. Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to ~~any Owner's~~ any Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance. A Recreation Punch Card may be assigned to an Owner's Tenant. Tenants and Assignees (including family members under the Family Tree) cannot further assign to family members under the Family Tree.

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60. Privileges Assignable – Commercial Parcels. Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to: (i) any individual Owner's individual Owner's family member as set forth on the Family Tree at Exhibit "A", ~~or (ii) if the Tenant~~ the Tenant is an Entity, to a principal or owner of the Entity who is a Resident, ~~or (iii) to a Tenant's~~ tenant's corporate officer who is a Resident, ~~or (iv) to an on-site manager of a hotel, motel or timeshare who is a Resident.~~ Tenants and Assignees (including family members under the Family Tree) cannot further assign to family members under the Family Tree.

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61. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.

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62. Assignment Amendments. To update information, the Assignment may be ~~amended,~~ ~~subject~~ amended, subject to the limitations set forth in Paragraph 47 in the case of multiple Owners of a Parcel or if a Parcel is owned by an Entity. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

**ARTICLE VI. IVGID RECREATION PASS (ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)**

63. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:
- a. reduced season pass rates, at District-owned ski, and tennis facilities; and
  - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
  - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and reduced rates on various recreation programs and services
  - d. reduced daily rates at the District-owned Recreation Center; and
  - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
  - f. watercraft launching access at the District-owned watercraft ramp to Pass Holders with Beach Access, for a fee; and
  - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder with Beach Access, only as set forth in Article VII; and
  - h. any other Recreation Privileges determined by the Board.
64. Term of IVGID Recreation Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply. In the case of a Tenant, in any event, the maximum term of issuance of an IVGID Recreation Pass will be the length of the lease or five years, whichever is less, except that for individuals under eighteen (18) years of

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age, an IVGID Recreation Pass must be re-issued with a new photograph at least every three (3) years.

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65. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:

- a. the stated expiration date has been exceeded; or
- b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
- c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
- d. payment of the District Recreation Fee is delinquent, or
- e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
- f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner, or
- g. in the event a Card is issued on the basis of a Domestic Partnership, and if the Domestic Partnership is terminated or the couple ceases to live together, or
- h. in the event a Card is issued on the basis of Affinity with an Owner or spouse of an Owner, if the marital relationship of the Assignee ends or is terminated or the couple ceases to live together so that there is no longer Affinity, or
- i. in the event the IVGID Recreation Pass is issued to a person under eighteen years of age, the pass will expire and must be reissued with a new photograph at least every three (3) years.

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66. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the Pass Holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this Paragraph 66 will result in immediate sanctions against the offending ~~Parcel~~ Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to ~~two~~ (24) years ~~or longer~~, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.

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67. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the IVGID Recreation Pass Holder to:
- a. renew his/her IVGID Recreation Pass on or before the expiration date shown on the pass;
  - b. report lost, stolen, or destroyed IVGID Recreation Pass(es) to the District;
  - c. return all valid IVGID Recreation Passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
  - d. be responsible for the conduct of his/her Occupants, Guests and Assignees, and to inform Occupants, Guests and Assignees and assure compliance by the IVGID Recreation Pass Holder and his/her Occupants, Guests and Assignees with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.
  - e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.
68. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass or Recreation Punch Card that is lost or stolen prior to its date of expiration.
69. Reassignment Fee. Reassignment of IVGID Recreation Passes and Recreation Punch Cards will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the Pass Holder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per card, in such amount as the District shall set in a Schedule of Fees from time to time, assessed to the Parcel Owner. New IVGID Recreation Passes and Recreation Punch Cards will not be issued for any other individuals unless this fee is paid or the IVGID Recreation Passes of the prior Pass Holder are returned.
70. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel

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are not returned to the District when a Parcel changes ownership. ~~There will be no reassignment of Recreation Punch Cards to a new Owner, even in the event of sale or transfer of a Parcel, until the next fiscal year begins. ALTERNATE: Recreation Punch Cards will be reassigned with only the unused balances remaining on Recreation Punch Cards for the remainder of the fiscal year. ALTERNATE: New Recreation Punch Cards will be issued to a new Owner as requested by the new Owner, but the old Cards must be returned to the District or there will be a charge for failure to return the old Cards.~~

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**ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES**

71. It is the intent of the District to adopt provisions under this Article VII to comply with the Beach Deed ~~dated~~ June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the Beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Beach Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property”. Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.

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72. IVGID Recreation Pass Holders with Beach Access have unlimited access to the Beaches for themselves and may bring up to 25 ~~Guest(s) per Parcel~~ to the Beach per day, if the IVGID Recreation Pass Holder accompanies the Guest(s) to the Beach entrance gate at time of entry and pays the applicable Guest Beach Access fee. An Owner with Beach Access may give a Recreation Punch Card(s) to the Owner’s Guests who may then have Beach Access up to the total dollar credit then remaining on the Recreation Punch Card, and the Owner need not accompany such Guests to the Beach. The applicable Guest Beach Access fee must be paid for each Guest accessing the Beaches, either by payment by credit card for Guests accompanying an IVGID Picture Pass Holder, or with a Recreation Punch Card with a sufficient balance to cover the cost of each Guest Beach Access fee.

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73. Access to Beaches under the Beach Deed. Persons who do not have an IVGID Recreation Pass with Beach Access in their name and with their photograph, may only access the Beaches if they are in possession of a Recreation Punch Card with Beach Access, with sufficient remaining funds on the Recreation Punch Card to pay their Beach Guest access fee or if they are Guests accompanying an Owner with an IVGID Recreation Pass with Beach Access at the entrance gate, and in compliance with the provisions of this Articles VII and IX governing Guest Access to the Beaches. The Beaches are not open to the public.
74. It is further the intent of the District to adopt the following provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Beach Deed and for public safety and convenience of the District:

~~a.~~ a. Unless accompanied by an IVGID Recreation Pass Holder with Beach Access who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card with Beach Access that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each Guest accompanying the Recreation Punch Card.

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~~b.~~ b. An IVGID Recreation Pass Holder with Beach Access can use his/her IVGID Recreation Pass to bring a maximum of ~~25~~ 25 Guests per Parcel to the Beach per day, day.

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~~c.~~ c. An individual with an Additional IVGID Recreation Pass may ~~NOT~~ not bring Guests to the Beaches with An Additional IVGID Recreation Pass, issued under Paragraph 1042. Additional IVGID Recreation Passes issued under Paragraph 1042 shall be marked with language stating that it does not allow the Pass Holder to bring Guests to the Beaches.

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~~d.~~ d. IVGID Recreation Picture Pass and Recreation Punch Card Holders must bring their IVGID Recreation Picture Pass or Recreation Punch Card or a copy of the IVGID Picture Pass or Recreation Punch Card stored on their cell phone/mobile electronic device to the Beaches on their person in order to obtain access to the Beaches.

~~e.~~ e. If an IVGID Picture Pass Holder desires to bring more than 25 Guests to the Beach per Parcel on a day, this must be pre-authorized in advance in writing by the District, pursuant to its

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written procedures for Group Beach Reservations, and the authorization is only valid on the specific day that is approved by the District.

[75. Occupants of Hotels & Motels may access the Beaches. Occupants shall pay the applicable Guest fee and access is limited to only occupants of the Hotel or Motel. Access will be administered through a District verification process. Owner(s) of the Hotel or Motel are responsible for ensuring that all Occupants comply with Beach rules and regulations pursuant to Paragraph 67.

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-OR-

75. Occupants of Hotels & Motels shall be provided access to the Beaches, if any, consistent with the terms of the Beach Deed and through a District verification and administration process. This process, at a minimum, shall include the payment of a Guest fee. Access shall be limited to occupants of the Hotel or Motel.]

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75. Parcels that were annexed to the District after June 4, May 30, 1968, are NOT eligible for Beach Access, per deed restrictions listed on the Beach Deed, among other reasons.

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76. Commercial Use of the Beaches. Commercial Use of the Beaches is prohibited. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access ~~or Privileges~~ or Privileges to use the Beaches to customers or to any person for remuneration or offering Beach Access or Privileges to use the Beaches as an inducement to a potential customer by a business or a business enterprise. Notwithstanding this provision, limited contracts for the provision of food and beverage, and services may be executed between the District and third-party vendors for the benefit of the District, Owners and Tenants, each to be approved by the Board.

77. Watercraft launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches. Watercraft launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited **except** as follows: (i) Commercial ~~watercraft owners~~ watercraft owners who are ~~Parcel Owners and~~ IVGID Recreation Pass Holders with Beach Access or Recreation Punch Card Holders with Beach Access are allowed to launch watercrafts for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder with Beach Access



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or a Recreation Punch Card Holder with Beach Access owns a watercraft which is stored at a commercial business, and requests that the commercial business bring the watercraft to the Beach and ~~district's~~ launch it for the recreational use of the ~~Owner~~ owner of the watercraft who is an IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, or if the commercial business picks up the IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, not a commercial use for the commercial watercraft business. (iii) If a commercial business brings a watercraft to pick up its customer who is an IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, and who is paying the business to rent the watercraft hourly or daily for the IVGID Recreation Pass Holder with Beach Access's or district's Recreation Punch Card Holder with Beach Access's recreational use, this is deemed a permissible non-commercial recreation activity for the benefit of the Pass Holders with Beach Access, not a commercial use for the commercial watercraft business.

78. Marketing of Beach Access is prohibited. No IVGID Recreation Pass Holder with Beach Access shall market or authorize the marketing of Beach Access for any commercial purpose or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder with Beach Access.

**ARTICLE VIII. RECREATION PUNCH CARD**

79. A Recreation Punch Card provides the Pass Holder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:
- a. The Guest rate for daily Beach Access, daily watercraft and jet ski launching; and
  - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and

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- c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.
- d. When a Recreation Punch Card is used for Beach Access, the balance of funds on the Recreation Punch Card will be applied to the Guest Beach Access Fee, until the balance of funds on the Recreation Punch Card is used up, at which time the Recreation Punch Card cannot be used for Beach Access or otherwise for access or any other purpose at any other Recreation Facility or Recreation Venue.

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80. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31<sup>st</sup> day of May following the date of issuance, regardless of when issued during the course of that year. All Recreation Punch Cards expire and will not provide access to the Beaches or to any Recreation Facility, after the balance of the funds on the Recreation Punch Card for the fiscal year have been expended.

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- 81. Transferability.
  - a. Recreation Punch Cards are issued against the Parcel and are only transferable to a Guest of the Owner to whom the Recreation Punch Card was issued. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner to whom the Recreation Punch Card was issued. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute misconduct under Paragraphs 97 and 98, ~~subject to sanctions as set forth below.~~ Owners cannot ask Owners of other Parcels to transfer or give them Recreation Punch Cards issued on another Parcel. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of his/her/its/the Guests, as more fully discussed in Article XI, Paragraph 957.
  - b. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District, those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner.

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82. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, or destroyed, ~~and if~~ and if the dollar value on the Recreation Punch Card has been expended, it will not be refilled or useable further.-
83. Responsibilities of Recreation Punch Card Holder. It is the responsibility of the Recreation Punch Card Holder to:
- a. report lost, stolen or destroyed Recreation Punch Card(s) to the District;
  - b. return all valid Recreation Punch Cards when eligibility to use the Recreation Punch Card has expired or when asked by the District to surrender the Recreation Punch Card.
  - c. be responsible for the conduct of his/her Guests and inform Guests and assure compliance by the Recreation Punch Card Holder and his/her Guests with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in or at, or use of the Recreation Facilities.
  - d. be responsible to secure his/her Recreation Punch Card and never allow another individual to use it, except that a Guest of the Owner may use a Recreation Punch Card, with or without the Owner's presence.
84. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
85. Each Owner or the Owner's Agent is responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

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**ARTICLE IX. GUEST ACCESS**

86. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access at the various Recreation Facilities. These may change from time to time in the reasonable discretion of the General Manager for all venues except the Beaches. ~~Paragraph 86 (a) can only be changed by the Board.~~

~~87.~~ 87. The following provisions regarding Guest Beach Access are approved by the Board:

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(1) A Guest Beach Access fee shall be paid for every Guest entering the Beaches, including each Guest on a ~~watercraft~~ ~~that watercraft that~~ is/ being launched at the watercraft launch.

(2) Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder with Beach Access, or if a Guest has a Recreation Punch Card with Beach Access with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for each Guest seeking Beach Access using the Recreation Punch Card.

(3) A maximum of 25 Guests may accompany an IVGID Recreation Pass Holder per day per Parcel.

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~~d.a.~~

(4) A holder of an Additional IVGID Recreation Pass or an Additional Recreation ~~P~~ punch Card under paragraph 102 cannot bring any Guests to the Beaches.

(5) A IVGID Picture Pass Holder may allow a Guest to pay for the Guest's beach access fee by using the Guest's credit card at the beach gate at the time of entry into the Beach.

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~~87.~~ (6) Group Reservations. To accommodate Owners who desire to bring more than 25 Guests per Parcel on a specific day a larger group to the Beaches for a special occasions, the District offers the opportunity for a group reservation. ~~in Ordinance Resolution 1575. The reservation and approval from the District must be obtained in advance in writing.~~

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**ARTICLE X. UNBUILDABLE LOTS**

88. Unbuildable lots that do not have Recreation Privileges as of June 1, 2022 will not be eligible to receive any Recreation Privileges, IVGID Recreation Passes or Recreation Punch Cards on and after June 1, 2022.

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89. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will be grandfathered for purposes of determining eligibility to continue to receive the same Recreation Privileges which as the unbuildable lot had on June 1, 2022, as allowed in the then current Ordinance 7, for as long as the title to the Parcel does not change and the Owner~~the Owner~~(s) in whose name title is held as of June 1, 2022 continue to own(s) the unbuildable lot. The unbuildable lot will not continue to have any Recreation Privileges after the death of the Owner, or after a gift, sale or other transfer of the unbuildable lot by the Owner to any other owner. Additionally, such unbuildable lot shall continue to have such Recreation Privileges only for so long as the Recreation Fee continues to be assessed and is paid in full.

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90. No unbuildable lots may be subdivided after June 1, 2022 to produce additional Parcels that are unbuildable lots that would receive in excess of the five (5) Cards for the single unbuildable lot as it existed as of June ~~4~~, 1968. Except as set forth in the Paragraphs 91 and 92, the District will not issue more than five (5) Cards for an unbuildable lot as it existed as of June ~~4, 14~~, 1968. Notwithstanding the foregoing,

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91. ~~#~~Notwithstanding Paragraph 90, if a formerly unbuildable lot is deemed by the County to be a buildable lot, then following construction of a residence or commercial ~~property on~~property on the formerly unbuildable lot ~~in the future~~, that Parcel and each Parcel that it is legally subdivided into, if any, will become eligible for Recreation Privileges, including 5 Cards.

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92. Additionally unbuildable lots that have been subdivided to produce additional Parcels in the past, which additional Parcels of unbuildable lots are currently receiving Recreation Privileges, if any and therefore, in the aggregate are receiving in excess of the 5 Recreation Privileges and Cards that could have been received for the formerly single unbuildable lot, will be grandfathered to continue receiving the same Recreation Privileges and Cards as they are receiving as of June 1, 2022, until the death of the current Owner(s), or the gift, sale or other transfer from the Owner(s) of the Parcel as of June 1, 2022, at which time the right for the unbuildable lot to receive Recreation Privileges will no longer be grand-fathered and will terminate. For ~~clarity, once~~clarity, once the current Owner(s) no longer own the unbuildable lot which is receiving Recreation Privileges, the unbuildable lot shall not be eligible for Recreation Privileges, IVGID Recreation Passes or Recreation Punch Cards, except as set forth in Paragraph 91.

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**ARTICLE XI. GENERAL USE REQUIREMENTS, INCLUDING MISCONDUCT, ASSUMPTION OF RISK, INDEMNITY, AND ADDITIONAL PASSES AND CARDS**

93. IVGID Recreation Pass and Recreation Punch Card Ownership. All IVGID Recreation Passes and Recreation Punch Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by ~~the Pass~~the Pass Holder.

94. Deed Restrictions. For clarity, Parcels annexed to the District after June 4, May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.

95. Assumption of Risk and Indemnity. In consideration of the ability to make aAssignments to Tenants and others and to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, and in consideration of receipt of an IVGID Recreation Pass or Recreation Punch Card, each Owner and IVGID Recreation Pass Holder and Recreation Punch Card Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged, the following on behalf of himself or herself and any Recreation Punch Card Holder obtaining such Punch Card on his/her behalf:

- a. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner is voluntarily using the Recreation facilities;
- b. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner assumes all risk of and releases the District from loss or liability from: (i) personal injury to himself/herself and to his/her/its Assignees, Tenants and Guests, and (ii) of loss and damage to, his/her/its personal property, resulting from use of the Recreation Facilities and Recreation Privileges; and
- c. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder, Recreation Punch Card Holder, or an Assignee, Tenant or Guest of Owner or IVGID Recreation Pass Holder, to the District, to the District's Property and to third parties and their real and personal

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property, arising out of or caused by actions or inactions of such persons and Entities.

96. Fraudulent Use. It is Fraudulent Use to provide false or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, (i) making a false representation that a person falls under the Family Tree when the person does not; (ii) providing false information or documents in connection with the acquisition of an IVGID Recreation Pass or Recreation Punch Card; (iii) an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application that an Applicant allegedly has a valid and enforceable lease, when the Applicant does not have a valid and enforceable lease for in excess of 6 months, or falsely stating that the Applicant lives at the Parcel when the Applicant does not; (iv) making an Assignment of Recreation Privileges to a person who is not authorized to receive such Assignment under this Ordinance 7; (v) obtaining an Additional IVGID Recreation Pass or Additional Recreation Punch Card for persons who are not eligible to receive an Additional IVGID Recreation Pass or Additional Recreation Punch Card.. Such fraudulent use will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to ~~twoone year, or in the event of multiple or repeated violations, for a longer period of time. Theyears.~~ The District reserves the right to pursue any other disciplinary and legal action, as allowed by law. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on an Owner's Parcel, of the serious consequences of taking these prohibited actions.
97. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes or Allowing Persons Who are Not Guests of the Owner to Use a Recreation Punch Card Issued to the Owner. Recreation Punch Cards may only be given by an Owner to persons who are Guests of the specific Owner who received the Recreation Punch Card from the District, and cannot be given to the Guests of other Owners or to other Others to give to their Guests, and Guests of an Owner cannot give ~~at~~ the Recreation Punch Card to persons who are not Guests of the Owner to whom the Recreation Punch Card has been issued. It is strictly forbidden for any Owner ~~or person~~ to ask another Owner to use the Recreation Punch Cards of another Owner or for an Owner ~~or person~~ to give another Owner or person his/her/its Recreation Punch Card(s) to be used for Guests of

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another Owner or Person. It is strictly forbidden for any IVGID Recreation Pass Holder, Recreation Punch Card Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Notwithstanding the preceding sentence, when an IVGID Recreation Pass Holder accompanies a Guest at the Beach Gate and the Guest receives access as a Guest not paid for by a Recreation Punch Card, the IVGID Recreation Pass Holder may allow a Guest to pay the District for the Guest's access fee by credit card at the time of entry into the Beach only, and not at any other time, to avoid any appearance of selling of recreation privileges, including but not limited to an Owner may not receive reimbursement for a Beach Guest Access Fee that is paid for with a Recreation Punch Card. Any such sales of privileges, passes, or cards or giving or transferring of Recreation Punch Cards from one Owner to another Owner or person to be used for Guest(s) of the other Owner or person is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel or in the case of transfers between Owners, Recreation Privileges issued against both Parcels may be voided, for a period of up to ~~two~~ years, ~~and in the event of multiple or repeated violations for a longer period of time.~~ The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass Holder or the Recreation Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

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98. Misconduct. Use of the District's Recreation Facilities by any IVGID Recreation Pass Holder or Recreation Punch Card Holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including but not limited to the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, and/or suspension of Recreation Privileges for any period deemed appropriate by the District including up to ~~two~~ year, ~~or in the event of multiple or repeated violations, a longer period of time,~~ ~~or~~ years or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

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- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each Recreation Facility; or
- b. violation of any law, ~~violation of any or~~ District Ordinance, including this Ordinance 7, ~~or violation of any published District Rule or Regulation for any Recreation Facility, including but not limited to Beach Rules;~~ or
- c. disorderly and/or abusive behavior; or
- d. ~~excessive or improper use of alcohol on Recreation Facilities; or~~
- e. ~~any use of drugs at Recreation Facilities; or~~
- f. vandalism or any other form of property damage at Recreation Facilities; or
- g. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or
- h. fraudulent use as set forth in Paragraph 9 above; or
- i. selling of Recreation Privileges or allowing others to Use IVGID Recreation Passes or allowing persons who are not Guests of the Owner to use a Recreation Punch Card issued to the Owner, as set forth in Paragraphs 676, 637 or 97; or
- j. violation of the provisions of Paragraphs 708, 737 or 808 prohibiting commercial use of the Beaches, prohibiting commercial use of the watercraft launch at Ski Beach and prohibiting marketing of the beaches; or
- k. violation of Paragraph 754 (b) by ~~one or more~~an IVGID Picture Pass Holder(s) from the same Parcel bringing in excess of the maximum number of Guests permitted to be brought to the Beach per day per Parcel, by means of multiple entries, by separate entries, or any other methods; or
- l. ~~a an individual Guest paying an Owner for reimbursing an Owner for a Guest Access Fee paid by the Owner's Recreation Punch Card, other than a Guest paying for the actual Beach Guest fee at time of entry to the Beach with an IVGID Recreation Pass Holder;~~ or
- m. an Agent violating Paragraph 6 with the knowledge of an Owner; or
- n. in the case whereof multiple Owners owning a Parcel, the knowing filing or knowing attempting to file, of an unauthorized Assignment/~~Designation and Delegation~~ of Recreation Privileges, or the knowing filing an ~~Application~~application, by an Owner of a Multiple Owner Parcel or by an Entity, when the person filing the

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Application ~~who~~ is not authorized to do so, in violation of Paragraph 43~~7~~; or

- o. a Pass Holder who has an Additional IVGID Recreation Pass bringing Guests or attempting to bring Guests to the Beaches using such Additional Card in violation of Paragraph 754(c); ~~or-~~
- p. An Owner or Tenant violating any Beach Parking Rule or Regulation in effect at the time of the violation, or knowingly allowing a Guest to do so.
- q. One or more IVGID Recreation Pass Holders from the same Parcel bringing in excess of a total of 25 Guests per Parcel on a given day.

99. The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

100. Disciplinary Procedures for Misconduct.

- a. Incident Report. A District employee shall, in a timely fashion, but in no event no later than 73 days following the incident, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.
- b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.
  - (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
  - (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 4824 hours of the occurrence.

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c. Suspension, Revocation, or Other Disposition.

(1) Department Head. Within a reasonable time, but in no event more than ~~seven (7)~~3 days following receipt of an incident report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.

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(a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.

(b) Hearing. Within ~~fifteen (15)~~five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, ~~the employee(s) bringing the charges shall provide testimony evidence~~ and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within ~~five (5)~~ten (10) business days following the hearing.

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- (c) Decision. The Director of Parks and Recreation shall - include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Director of Parks and Recreation shall inform the Alleged Violator in the decision of the Alleged Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.
  - (d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the Alleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within **ten (10)** business days of issuance of the written opinion.
- (2) District General Manager. Within **twenty (20)** business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the Alleged Violator's assertions. The General Manager shall render his/her written decision within ~~five (5)~~ **ten (10)** business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the Alleged Violator in this written decision of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion from the General Manager.
- (3) Board of Trustees. The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public. This hearing shall be attended by the Director of Parks and Recreation and General Manager,

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and if requested by the District the District's counsel, to respond to the Alleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
- e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

101. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time. Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Access may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.

102. Purchase of Additional IVGID Recreation Passes or Additional Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) Cards which may be Additional IVGID Recreation Passes or Additional Recreation Punch Cards or a combination thereof as described in this Paragraph 1042, the Owner may do so by paying an additional fee as set by the Board, for each Additional IVGID Recreation Pass or Additional Recreation Punch Card so purchased. The following provisions apply with respect to Additional Cards (referred to in this Ordinance as Additional IVGID Recreation Passes and Additional Recreation Punch Cards):

- a. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in Paragraph 664 hereof.

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b. Out of the available five (5) Additional Cards, a maximum of up to three (3) ~~Additional IVGID~~ Additional IVGID Recreation Passes per Parcel may be purchased for eligible Family Members listed within the First Degree of Consanguinity or Affinity on the Family ~~Tree, which~~ Tree, which is Exhibit "A" to this Ordinance 7.

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~~b.c.~~ c. Out of the available five (5) Additional Cards, a maximum of up to three (3) Additional Recreation Punch Cards per Parcel may be purchased for use by an Owner's Guests.

d. Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31<sup>st</sup>) day of May following the date of purchase and are not transferable to another person or Entity except by an Owner to a Guest of ~~the~~ an Owner.

~~e.~~ e. Additional IVGID Recreation Passes and Additional ~~Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.~~

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~~d.f.~~ f. An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) and made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the impact and appropriateness of this provision for the purchase of Additional Passes and card.

~~e.g.~~ g. Additional IVGID Recreation Passes do not allow any Guests to accompany an Additional IVGID Recreation Pass Holder to the Beaches, and will be stamped with language which states in substance that the Additional IVGID Recreation Pass does not allow Guest Beach Access.

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ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

~~f.h.~~ Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the same Owner, or for another Owner, or the purchasing Parcel Owner and the receiving Parcel Owner will both be subject to sanctions as set forth for Misconduct in this Ordinance.

~~g.i.~~ A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses, and will be stamped with language which states this.

103.- Personal Identification. Prior to issuance of any Recreation Privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.

104. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder, subject to Paragraphs 100(c)(3) and 109. ~~s~~Such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. Except as set forth in Paragraph 109 below, with respect to Beaches and Beach Access, ~~t~~The day-to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

**ARTICLE XII. AMENDMENTS**

105. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this Ordinance subsequently adopted by the Board. Nothing in this Ordinance shall be deemed to limit the Board's discretion to modify the terms of this

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(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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Ordinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards ~~and Recreation and Recreation Privileges, including~~ Recreation and Recreation Privileges, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.

106. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.

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107. The Director of Parks and Recreation, after the written approval of the General Manager, is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph ~~11009~~, below with respect to the application of this Ordinance to the Beaches and Beach Access.

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108. The Director of Parks and Recreation and the General Manager shall set up systems to collect and shall collect data electronically and otherwise, and make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 effective June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 effective dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.

109. The Board shall set policy and direction on Beach Access and Privileges to use the ~~Beach~~, Beach. The General Manager is empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee, the Director of Parks and Recreation is empowered to administer the application of this Ordinance to all other Recreation Privileges.



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(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

**FAMILY TREE**

**EXHIBIT A TO ORDINANCE 7**

Relationship #	Property Owner		Relationship #	Spouse of Property Owner
0	Owner/Co-Owner	<b>FIRST DEGREE</b>	00	Owner/Co-Owner
1	Mother		7	Mother
2	Mother's Spouse		8	Mother's Spouse
3	Father		9	Father
4	Father's Spouse		10	Father's Spouse
5	Children		11	Children
6	Child's Spouse		12	Child's Spouse
6	Child's Spouse	12	Child's Spouse	
7	Domestic Partner	13	Domestic Partner's Child	
<hr/>				
13	Grandmother	<b>SECOND DEGREE</b>	23	Grandmother
14	Grandmother's Spouse		24	Grandmother's Spouse
15	Grandfather		25	Grandfather
16	Grandfather's Spouse		26	Grandfather's Spouse
17	Grandchildren		27	Grandchildren
18	Grandchild's Spouse		28	Grandchild's Spouse
19	Sister		29	Sister
20	Sister's Spouse		30	Sister's Spouse
21	Brother		31	Brother
22	Brother's Spouse		32	Brother's Spouse
23	Domestic Partner		33	Domestic Partner's Child

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Susan: Note the Domestic Partner in yellow should be moved to be Relationship #7, and the Domestic Partner's Child in yellow should be Relationship #8, both on the left hand side of the column so they are under the First Degree. Note: All numbering will be fixed after conforming.

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Susan: ADD Exhibit "B" with cover page that says something like

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**BEACH DEED**

**EXHIBIT B TO ORDINANCE 7**

# **ORDINANCE NO. 7**

**(As amended June 13, 1991;  
November 17, 1993; May 8, 1995;  
June 12, 1995; March 25, 1998 and  
proposed on May 26, 2022)**

**An Ordinance Establishing Rates,  
Rules and Regulations for IVGID  
Recreation Passes and Recreation  
Punch Cards by the Incline Village  
General Improvement District**

**CONFORMED COPY  
05/24/2022**

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Be it ordained by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:

**ARTICLE I. GENERAL PROVISIONS**

1. Short Title. This Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; all words in the masculine or feminine shall include the masculine, feminine, and gender neutral. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

**ARTICLE II. DEFINITIONS**

When used in this Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. Agent means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees pertaining to the Assignment

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District, release the District or to assume risks as individuals or entities. Agents cannot use any Cards issued for a Parcel owned by any other Owner or for the Agent's own use.

7. Alleged Violator means a person accused of misconduct by the District.
8. Application means the District's form used to apply for Recreation Privileges.
9. Assignment means the execution of a District Assignment of Recreation Privileges form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A", to a Tenant, or to an authorized recipient from an Owner which is an Entity or for a Parcel with multiple owners.
10. Assignor means the Owner who is assigning Recreation Privileges to a Tenant or a Family Tree Member. A Tenant, a Family Tree Member, and an Assignee cannot assign Recreation Privileges to another person or entity and cannot be an Assignor. Assignee means the individual receiving an Assignment of Recreation Privileges from an Owner. Assignees cannot assign their Recreation Privileges to others.
11. Beach Access means the rights and privileges of Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed made June 4, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.
12. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.

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13. Beach Deed means that certain Deed made June 4, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"
14. Beach Facility Fee means the amount determined by the Board of Trustees to fund the IVGID beach properties for operations, capital improvements and debt service, which is assessed to a Parcel with Beach Access, and is paid as part of Washoe County property tax bill.
15. Board means the Board of Trustees of the Incline Village General Improvement District.
16. Card means a Recreation Punch Card or an IVGID Recreation Pass. Additional Card means an Additional Recreation Punch Card or an Additional IVGID Recreation Pass issued as set forth in Paragraph 102.
17. Commercial Tenant means an individual, trust, or corporation, limited liability company, or similar entity who/which rents, or leases, a commercial Parcel located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more. A commercial Tenant with a Lease for less than six (6) months is not entitled to receive IVGID Recreation Pass(es) or Recreation Punch Cards. A commercial Tenant must present a written lease agreement in the name of the commercial Tenant, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a commercial Tenant's lease terminates, the Owner must immediately notify the District and the IVGID Recreation Pass(es) and Recreation Punch Card(s) must immediately be returned to the District for cancellation, upon notification of termination of tenancy.
18. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited. This does not apply to a written contract between the District and a third party to provide services or work at the Beaches, that has been approved by the Board.
19. Consanguinity means a blood relationship.
20. County means Washoe County, Nevada.

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21. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.
22. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
23. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States, where: (i) both parties (each a Domestic Partner) are at least 18 years old; (ii) both Domestic Partners share a common residence; (iii) neither Domestic Partner is currently in a marriage or domestic partnership or substantially equivalent relationship with another person; and (iv) both Domestic Partners are legally capable of consenting to the Domestic Partnership; and (v) Domestic Partners residing in Nevada shall have filed a Domestic Partnership registration with the Office of the Nevada Secretary of State pursuant to NRS 122A.100. Domestic Partners residing in other states shall have filed a registration as Domestic Partners in that state of residence.
24. Entity means an Owner which is not a natural person.
25. Facility Fee means the amount determined by the Board of Trustees to cover the total of the Beach Facility Fee plus the Recreation Facility Fee (which covers the budget for operations, capital improvements and debt service) which is assessed to each Parcel for Recreation Facilities other than the Beaches, and is paid as part of the Washoe County property tax bill.
26. Family Tree means a social unit consisting of people related to the Owner by marriage, to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, and Domestic Partners and children of Domestic Partners, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to receive an Assignment of IVGID Recreation Passes and Recreation Privileges, as more fully set forth below.
27. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

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28. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.
29. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. An Owner and the Owner's Guests can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.
30. IVGID Recreation Pass means the non-transferable photo identification pass issued by the District for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities.
31. Occupants of Hotels and Motels means any person occupying a room within a hotel and/or motel within the District boundaries as of June 4, 1968 and the hotel/motel is duly licensed by all required agencies within the State of Nevada.
31. Owner means any person or Entity owning fee title to a Parcel within the District, or portion thereof, or any person or Entity in whose name the legal title to the Parcel appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel or ownership of a Parcel by an Entity, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of Entity ownership, the multiple Owners or the Entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
32. Parcel means: (i) a dwelling unit, (ii) a single plot of land within the District, with or without a residential or commercial building on it, but if it has no building, it must be a buildable lot, except as set forth in Article X, or (iii) a multi-family Parcel that contains more than one dwelling unit; AND it must be on the District Recreation Roll, and assessed and pay a Recreation



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Facility Fee. For Beach Access, the Recreation Fee assessed and paid must include a Beach Fee.

33. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.
34. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
35. Recreation Punch Card means the card for Recreation Privileges issued by the District to eligible Owners for use by the Owner, the Owner's Tenants and Guests of the Owner, that can be used to pay some or all of access fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Tenant or a Guest of an Owner may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in this Ordinance.
36. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
37. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to IVGID Recreation Pass Holders or Recreation Punch Card Holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Access Recreation Privileges are specifically limited as set forth in Article VII below.
38. Resident means any: (i) Owner or Tenant of a residential Parcel (including a buildable lot) that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial Parcel (including a buildable lot) that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii)

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A Tenant must have a lease of a Parcel located within the District with a term of six (6) months or longer.

39. Residential Tenant means an individual, trust, or corporation or limited liability company (or similar entity) who/which rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A residential Tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass or Recreation Punch Card. A residential Tenant must present a written lease agreement in the name of the residential Tenant, or with the residential Tenant listed as one of the persons authorized to live at the Parcel, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass and Recreation Punch Card must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass and Recreation Punch Card in the name of a former residential Tenant, upon notification of termination of tenancy.
40. Tenant means a Residential Tenant or a Commercial Tenant which leases a Parcel (with a valid lease) within the District for a lease term of six (6) months or longer. For a Tenant to have Beach Access, the Parcel leased by the Tenant must have Beach Access. Tenants cannot make an Assignment of Recreation Privileges under the Family Tree, Exhibit "A".
41. Unbuildable lot is a classification that is reflected for a parcel in the records of the Washoe County Assessor Property Data for a given APN, per Washoe County Land Use Code Sections 160 and 170.

**ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY**

42. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of June 4, 1968, and which are assessed by the District and have paid and continue

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to pay a Recreation Fee which includes a Beach Fee, are eligible to receive an IVGID Recreation Pass or Recreation Punch Card with Beach Access.

43. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
44. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges, IVGID Recreation Passes and Recreation Punch Cards available to the Parcel that they are renting, provided that they have proof of residency and tenancy and upon the execution of the District Assignment documents as described in Article IV below. An IVGID Recreation Pass and/or a Recreation Punch Card shall be issued to a Tenant for a period of no longer than the term of the lease. If a Tenant is under the age of eighteen (18) an IVGID Recreation Pass can only be issued for the term of the lease or three (3) years, whichever is less.
45. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards. Also, each eligible Parcel may purchase Additional IVGID Recreation Passes and or Additional Recreation Punch Cards as set forth in Paragraph 102. Only Parcels with Beach Access may receive Cards or Additional Cards with Beach Access.

#### **ARTICLE IV. APPLICATION PROCEDURES**

46. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 48 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form and such other documents as are required by the District for the Assignment. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, by email or digitally, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.

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47. Application and Designation/Assignment if Parcel has Multiple Owners or if the Parcel is in the name of an Entity. If title to a Parcel is held in the name of multiple owners (excluding husband and wife, or husband, wife and adult child(ren) living together) or in the event of ownership of a Parcel by an Entity, a duly authorized District form entitled " Authorization to Designate/Assign Recreation Privileges" must be on file with the District. This form will designate one (1) individual to instruct the District as to the identity of persons and the type of Cards to be issued by the District in connection with the Parcel. The form will be valid for a period of one year, or until a new form is duly executed and delivered to the District, whichever is later, or until the Parcel is sold or transferred, and may be relied upon by the District in issuing Cards and assigning Recreation Privileges. The District will only assign Recreation Privileges and Cards as directed by the individual designated as the authorized person for the Parcel on the District form entitled "Authorization to Designate/Assign Recreation Privileges".
  
48. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together with one of the following forms:
  - a. Written copy of legal deed of title to the Parcel; or
  - b. Written confirmation of ownership of the Parcel from the County Assessor's office.
  - c. In case of ownership or tenancy of a Parcel by an Entity, such documents as are required by the District to prove that the individual identified in the Assignment to receive the Recreation Privileges and Cards is a person authorized by Ordinance 7 to receive Recreation Privileges and Cards. For example, in the case of a corporation or limited liability company, the documents may be copies of shares or certificates of ownership, duly authorized minutes or other documents acceptable to the District.
  
49. Proof of Residence. Proof of residence shall be made by submitting a Written copy of a legal lease signed by Owner and Tenant, or authorized Agent, along with written certification on the IVGID Assignment form signed by the Owner representing that the Assignee is a Tenant, together with one or more of the following forms:

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- a. Valid Nevada Driver's License indicating current street address within the District.
  - b. Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.
  - c. All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.
50. Proof of Tenancy, including Commercial Tenancy. Proof of tenancy, including commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident for both an IVGID Recreation Pass and a Recreation Punch Card); and (iv) in the case of an Entity, proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the Entity who is a Resident or a corporate officer who is a Resident). Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.
51. Proof for Individuals under Family Tree. The District will develop a separate list of documents required to be submitted to prove Affinity and Consanguinity under the Family Tree, and which shall be available to the public, which list may be modified from time to time as the District reasonably believes is necessary.
52. Proof for Domestic Partner and Child of a Domestic Partner. The District will develop a separate list of documents required to be submitted to prove a Domestic Partner relationship and a child of a Domestic Partner relationship, which shall be available to the public at the District Recreation Desk. The list may be modified from time to time as the District reasonably believes is necessary, but will include but not be limited to, a fully signed IVGID form Declaration of Domestic Partnership, and a copy of a duly filed registration of domestic partnership with the State of Nevada or another state.

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53. **Application Acceptance.** Application will not be accepted on any Parcel if another valid Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.
54. **Application Approval.** Upon review and verification of the completeness and accuracy of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.
55. **Application Amendment.** To update information on the Application, except for Parcels with multiple owners, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

#### **ARTICLE V. ASSIGNMENT OF PRIVILEGES**

56. **Assignment Procedures.** Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved Application, or when an approved Application is already on file but the Application and Cards issued thereunder have been cancelled, and when signed by any Owner listed on the Application. The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the Owner as Assignor and the Assignee must agree to be jointly and severally liable to the District for any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to Recreation Facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities and Recreation Venues, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned an IVGID Recreation Pass ceases to be a Tenant or otherwise becomes ineligible to

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have an IVGID Recreation Pass or Recreation Punch Card, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass and Recreation Punch Card must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another Card cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience

57. Agent Designation. Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes and Recreation Punch Cards. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by each of the Owner's Tenant(s), Assignee(s) and Guest(s) and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent of the Owner and for all acts of each Assignee and Guest, and for all representations by the Agent and the Assignee(s) to the District. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or other licensee of the Nevada Division of Real Estate.
58. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.
59. Privileges Assignable - Residential Parcels. Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies

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under this Ordinance. A Recreation Punch Card may be assigned to an Owner's Tenant. Tenants and Assignees (including family members under the Family Tree) cannot further assign to family members under the Family Tree.

60. Privileges Assignable – Commercial Parcels. Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to: (i) any individual Owner's family member as set forth on the Family Tree at Exhibit "A", (ii) if the Tenant is an Entity, to a principal or owner of the Entity who is a Resident, or (iii) to a Tenant's corporate officer who is a Resident. Tenants and Assignees (including family members under the Family Tree) cannot further assign to family members under the Family Tree.
61. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.
62. Assignment Amendments. To update information, the Assignment may be amended, subject to the limitations set forth in Paragraph 47 in the case of multiple Owners of a Parcel or if a Parcel is owned by an Entity. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

**ARTICLE VI. IVGID RECREATION PASS (ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)**

63. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:



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- a. reduced season pass rates, at District-owned ski, and tennis facilities; and
  - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
  - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and reduced rates on various recreation programs and services
  - d. reduced daily rates at the District-owned Recreation Center; and
  - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
  - f. watercraft launching access at the District-owned watercraft ramp to Pass Holders with Beach Access, for a fee; and
  - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder with Beach Access, only as set forth in Article VII; and
  - h. any other Recreation Privileges determined by the Board.
64. Term of IVGID Recreation Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply. In the case of a Tenant, in any event, the maximum term of issuance of an IVGID Recreation Pass will be the length of the lease or five years, whichever is less, except that for individuals under eighteen (18) years of age, an IVGID Recreation Pass must be re-issued with a new photograph at least every three (3) years
65. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
- a. the stated expiration date has been exceeded; or
  - b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
  - c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
  - d. payment of the District Recreation Fee is delinquent, or
  - e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
  - f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner, or

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- g. in the event a Card is issued on the basis of a Domestic Partnership, if the Domestic Partnership is terminated or the couple ceases to live together, or
  - h. in the event a Card is issued on the basis of Affinity with an Owner or spouse of an Owner, if the marital relationship of the Assignee ends or is terminated or the couple ceases to live together so that there is no longer Affinity, or
  - i. in the event the IVGID Recreation Pass is issued to a person under eighteen years of age, the pass will expire and must be reissued with a new photograph at least every three (3) years.
  
- 66. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the Pass Holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this Paragraph 66 will result in immediate sanctions against the offending Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to two (2) years, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.
  
- 67. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the IVGID Recreation Pass Holder to:
  - a. renew his/her IVGID Recreation Pass on or before the expiration date shown on the pass;
  - b. report lost, stolen, or destroyed IVGID Recreation Pass(es) to the District;
  - c. return all valid IVGID Recreation Passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
  - d. be responsible for the conduct of his/her Occupants, Guests and Assignees, and to inform Occupants, Guests and Assignees and assure compliance by the IVGID Recreation Pass Holder and his/her Occupants, Guests and Assignees with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.

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- e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.
68. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass or Recreation Punch Card that is lost or stolen prior to its date of expiration.
69. Reassignment Fee. Reassignment of IVGID Recreation Passes and Recreation Punch Cards will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the Pass Holder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per card, in such amount as the District shall set in a Schedule of Fees from time to time, assessed to the Owner. New IVGID Recreation Passes and Recreation Punch Cards will not be issued for any other individuals unless this fee is paid or the IVGID Recreation Passes of the prior Pass Holder are returned.
70. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel are not returned to the District when a Parcel changes ownership. New Recreation Punch Cards will be issued to a new Owner as requested by the new Owner, but the old Cards must be returned to the District or there will be a charge for failure to return the old Cards.

**ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES**

71. It is the intent of the District to adopt provisions under this Article VII to comply with the Beach Deed made June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the Beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Beach Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property”. Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire

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Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.

72. IVGID Recreation Pass Holders with Beach Access have unlimited access to the Beaches for themselves and may bring up to 25 Guest(s) per Parcel to the Beach per day, if the IVGID Recreation Pass Holder accompanies the Guest(s) to the Beach entrance gate at time of entry and pays the applicable Guest Beach Access fee. An Owner with Beach Access may give a Recreation Punch Card(s) to the Owner's Guests who may then have Beach Access up to the total dollar credit then remaining on the Recreation Punch Card, and the Owner need not accompany such Guests to the Beach. The applicable Guest Beach Access fee must be paid for each Guest accessing the Beaches, either by payment by credit card for Guests accompanying an IVGID Picture Pass Holder, or with a Recreation Punch Card with a sufficient balance to cover the cost of each Guest Beach Access fee.
73. Access to Beaches under the Beach Deed. Persons who do not have an IVGID Recreation Pass with Beach Access in their name and with their photograph, may only access the Beaches if they are in possession of a Recreation Punch Card with Beach Access, with sufficient remaining funds on the Recreation Punch Card to pay their Beach Guest access fee or if they are Guests accompanying an Owner with an IVGID Recreation Pass with Beach Access at the entrance gate, and in compliance with the provisions of this Articles VII and IX governing Guest Access to the Beaches. The Beaches are not open to the public.
74. It is further the intent of the District to adopt the following provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Beach Deed and for public safety and convenience of the District:
  - a. Unless accompanied by an IVGID Recreation Pass Holder with Beach Access who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card with Beach Access that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each Guest accompanying the Recreation Punch Card.
  - b. An IVGID Recreation Pass Holder with Beach Access can use his/her IVGID Recreation Pass to bring a maximum of 25 Guests per Parcel to the Beach per day.

ORDINANCE NO. 7

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- c. An individual with an Additional IVGID Recreation Pass may NOT bring Guests to the Beaches with An Additional IVGID Recreation Pass, issued under Paragraph 104. Additional IVGID Recreation Passes issued under Paragraph 104 shall be marked with language stating that it does not allow the Pass Holder to bring Guests to the Beaches.
- d. IVGID Recreation Pass and Recreation Punch Card Holders must bring their IVGID Recreation Pass or Recreation Punch Card or a copy of the IVGID Picture Pass or Recreation Punch Card stored on their mobile electronic device to the Beaches on their person in order to obtain access to the Beaches.
- e. If an IVGID Picture Pass Holder desires to bring more than 25 Guests to the Beach per Parcel on a day, this must be pre-authorized in advance in writing by the District, pursuant to its written procedures for Group Beach Reservations, and the authorization is only valid on the specific day that is approved by the District.

[75. Occupants of Hotels & Motels may access the Beaches. Occupants shall pay the applicable Guest fee and access is limited to only occupants of the Hotel or Motel. Access will be administered through a District verification process. Owner(s) of the Hotel or Motel are responsible for ensuring that all Occupants comply with Beach rules and regulations pursuant to Paragraph 67.

-OR-

75. Occupants of Hotels & Motels shall be provided access to the Beaches, if any, consistent with the terms of the Beach Deed and through a District verification and administration process. This process, at a minimum, shall include the payment of a Guest fee. Access shall be limited to occupants of the Hotel or Motel.]

76. Parcels that were annexed to the District after June 4, 1968, are NOT eligible for Beach Access, per deed restrictions listed on the Beach Deed, among other reasons.

77. Commercial Use of the Beaches. Commercial Use of the Beaches is prohibited. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Privileges to use the Beaches to customers or to any person for remuneration or offering Beach Access or Privileges to

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use the Beaches as an inducement to a potential customer by a business or a business enterprise. Notwithstanding this provision, limited contracts for the provision of food and beverage, and services may be executed between the District and third-party vendors for the benefit of the District, Owners and Tenants, each to be approved by the Board.

78. Watercraft launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches. Watercraft launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited **except** as follows: (i) Commercial watercraft owners who are IVGID Recreation Pass Holders with Beach Access or Recreation Punch Card Holders with Beach Access are allowed to launch watercrafts for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder with Beach Access or a Recreation Punch Card Holder with Beach Access owns a watercraft which is stored at a commercial business, and requests that the commercial business bring the watercraft to the Beach and launch it for the recreational use of the owner of the watercraft who is an IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, or if the commercial business picks up the IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, not a commercial use for the commercial watercraft business. (iii) If a commercial business brings a watercraft to pick up its customer who is an IVGID Recreation Pass Holder with Beach Access or Recreation Punch Card Holder with Beach Access, and who is paying the business to rent the watercraft hourly or daily for the IVGID Recreation Pass Holder with Beach Access's or district's Recreation Punch Card Holder with Beach Access's recreational use, this is deemed a permissible non-commercial recreation activity for the benefit of the Pass Holders with Beach Access, not a commercial use for the commercial watercraft business.
79. Marketing of Beach Access is prohibited. No IVGID Recreation Pass Holder with Beach Access shall market or authorize the marketing of Beach Access for any commercial purpose or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder with Beach Access.

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**ARTICLE VIII. RECREATION PUNCH CARD**

- 80. A Recreation Punch Card provides the Pass Holder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:
  - a. The Guest rate for daily Beach Access, daily watercraft and jet ski launching; and
  - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and
  - c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.
  - d. When a Recreation Punch Card is used for Beach Access, the balance of funds on the Recreation Punch Card will be applied to the Guest Beach Access Fee, until the balance of funds on the Recreation Punch Card is used up, at which time the Recreation Punch Card cannot be used for Beach Access or for access or any other purpose at any other Recreation Facility or Recreation Venue.
  
- 81. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31<sup>st</sup> day of May following the date of issuance, regardless of when issued during the course of that year. All Recreation Punch Cards expire and will not provide access to the Beaches or to any Recreation Facility, after the balance of the funds on the Recreation Punch Card for the fiscal year have been expended.
  
- 82. Transferability.
  - a. Recreation Punch Cards are issued against the Parcel and are only transferable to a Guest of the Owner to whom the Recreation Punch Card was issued. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner to whom the Recreation Punch Card was issued. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute misconduct under Paragraphs 98 and 99, subject to sanctions as set forth below. Owners cannot ask Owners of other Parcels to transfer or give them Recreation

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Punch Cards issued on another Parcel. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of his/her/its Guests, as more fully discussed in Article XI, Paragraph 96.

- b. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District, those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner.
83. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, or destroyed, and if the dollar value on the Recreation Punch Card has been expended, it will not be refilled or useable further.
84. Responsibilities of Recreation Punch Card Holder. It is the responsibility of the Recreation Punch Card Holder to:
- a. report lost, stolen or destroyed Recreation Punch Card(s) to the District;
  - b. return all valid Recreation Punch Cards when eligibility to use the Recreation Punch Card has expired or when asked by the District to surrender the Recreation Punch Card.
  - c. be responsible for the conduct of his/her Guests and inform Guests and assure compliance by the Recreation Punch Card Holder and his/her Guests with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in or at, or use of the Recreation Facilities.
  - d. be responsible to secure his/her Recreation Punch Card and never allow another individual to use it, except that a Guest of the Owner may use a Recreation Punch Card, with or without the Owner's presence.
85. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
86. Each Owner or the Owner's Agent is responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to



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Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

**ARTICLE IX. GUEST ACCESS**

- 87. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access at the various Recreation Facilities. These may change from time to time in the reasonable discretion of the General Manager for all venues except the Beaches.
- 88. The following provisions regarding Guest Beach Access are approved by the Board:
  - a. A Guest Beach Access fee shall be paid for every Guest entering the Beaches, including each Guest on a watercraft that is/ being launched at the watercraft launch.
  - b. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder with Beach Access, or if a Guest has a Recreation Punch Card with Beach Access with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for each Guest seeking Beach Access using the Recreation Punch Card.
  - c. A maximum of 25 Guests may accompany an IVGID Recreation Pass Holder per day per Parcel.
  - d. A holder of an Additional IVGID Recreation Pass or an Additional Recreation Punch Card under paragraph 103 cannot bring any Guests to the Beaches.
  - e. A IVGID Picture Pass Holder may allow a Guest to pay for the Guest's beach access fee by using the Guest's credit card at the beach gate at the time of entry into the Beach.
  - f. Group Reservations. To accommodate Owners who desire to bring more than 25 Guests per Parcel on a specific day to the Beaches for a special occasion, the District offers the opportunity for a group reservation. The reservation and approval from the District must be obtained in advance in writing.

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**ARTICLE X. UNBUILDABLE LOTS**

- 89. Unbuildable lots that do not have Recreation Privileges as of June 1, 2022 will not be eligible to receive any Recreation Privileges, IVGID Recreation Passes or Recreation Punch Cards on and after June 1, 2022.
  
- 90. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will be grandfathered for purposes of determining eligibility to continue to receive the Recreation Privileges which the unbuildable lot had on June 1, 2022, as allowed in the then current Ordinance 7, for as long as the title to the Parcel does not change and the Owner(s) in whose name title is held as of June 1, 2022 continue to own(s) the unbuildable lot. The unbuildable lot will not continue to have any Recreation Privileges after the death of the Owner, or after a gift, sale or other transfer of the unbuildable lot by the Owner to any other owner. Additionally, such unbuildable lot shall continue to have such Recreation Privileges only for so long as the Recreation Fee continues to be assessed and is paid in full.
  
- 91. No unbuildable lots may be subdivided after June 1, 2022 to produce additional Parcels that are unbuildable lots that would receive in excess of the five (5) Cards for the single unbuildable lot as it existed as of June 4, 1968. Except as set forth in the Paragraphs 92 and 93, the District will not issue more than five (5) Cards for an unbuildable lot as it existed as of June 4, 1968.
  
- 92. Notwithstanding Paragraph 91, if a formerly unbuildable lot is deemed by the County to be a buildable lot, then following construction of a residence or commercial property on the formerly unbuildable lot, that Parcel and each Parcel that it is legally subdivided into, if any, will become eligible for Recreation Privileges.
  
- 93. Additionally unbuildable lots that have been subdivided to produce additional Parcels in the past, which additional Parcels of unbuildable lots are currently receiving Recreation Privileges, if any and therefore, in the aggregate are receiving in excess of the 5 Recreation Privileges and Cards that could have been received for the formerly single unbuildable lot, will be grandfathered to continue receiving the same Recreation Privileges and Cards as they are receiving as of June 1, 2022, until the death of the current Owner(s), or the gift, sale or other transfer from the Owner(s) of the Parcel as of June 1, 2022, at which time the right for the unbuildable lot to receive Recreation Privileges will no longer be grand-fathered and will terminate.

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For clarity, once the current Owner(s) no longer own the unbuildable lot which is receiving Recreation Privileges, the unbuildable lot shall not be eligible for Recreation Privileges, IVGID Recreation Passes or Recreation Punch Cards, except as set forth in Paragraph 92.

**ARTICLE XI. GENERAL USE REQUIREMENTS, INCLUDING MISCONDUCT, ASSUMPTION OF RISK, INDEMNITY, AND ADDITIONAL PASSES AND CARDS**

94. IVGID Recreation Pass and Recreation Punch Card Ownership. All IVGID Recreation Passes and Recreation Punch Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the Pass Holder.
95. Deed Restrictions. For clarity, Parcels annexed to the District after June 4, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.
96. Assumption of Risk and Indemnity. In consideration of the ability to make assignments to Tenants and others and to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, and in consideration of receipt of an IVGID Recreation Pass or Recreation Punch Card, each Owner and IVGID Recreation Pass Holder and Recreation Punch Card Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged, the following on behalf of himself or herself and any Recreation Punch Card Holder obtaining such Punch Card on his/her behalf:
  - a. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner is voluntarily using the Recreation facilities;
  - b. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner assumes all risk of and releases the District from loss or liability from: (i) personal injury to himself/herself and to his/her/its Assignees, Tenants and Guests, and (ii) of loss and damage to, his/her/its personal property, resulting from use of the Recreation Facilities and Recreation Privileges; and
  - c. the IVGID Recreation Pass Holder, Recreation Punch Card Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder,

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Recreation Punch Card Holder, or an Assignee, Tenant or Guest of Owner or IVGID Recreation Pass Holder, to the District, to the District's Property and to third parties and their real and personal property, arising out of or caused by actions or inactions of such persons and Entities.

97. Fraudulent Use. It is Fraudulent Use to provide false or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, (i) making a false representation that a person falls under the Family Tree when the person does not; (ii) providing false information or documents in connection with the acquisition of an IVGID Recreation Pass or Recreation Punch Card; (iii) an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application that an Applicant allegedly has a valid and enforceable lease, when the Applicant does not have a valid and enforceable lease for in excess of 6 months, or falsely stating that the Applicant lives at the Parcel when the Applicant does not; (iv) making an Assignment of Recreation Privileges to a person who is not authorized to receive such Assignment under this Ordinance 7; (v) obtaining an Additional IVGID Recreation Pass or Additional Recreation Punch Card for persons who are not eligible to receive an Additional IVGID Recreation Pass or Additional Recreation Punch Card.. Such fraudulent use will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to two years. The District reserves the right to pursue any other disciplinary and legal action, as allowed by law. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on an Owner's Parcel, of the serious consequences of taking these prohibited actions.
  
98. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes or Allowing Persons Who Are Not Guests of the Owner to Use a Recreation Punch Card Issued to the Owner. Recreation Punch Cards may only be given by an Owner to persons who are Guests of the specific Owner who received the Recreation Punch Card from the District, and cannot be given to the Guests of other Owners or to other Others to give to their Guests, and Guests of an Owner cannot give a Recreation Punch Card to persons who are not Guests of the Owner to whom the Recreation Punch Card has been issued. It is strictly forbidden for any Owner or person to ask another Owner to use the Recreation Punch Cards

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of another Owner or for an Owner or person to give another Owner or person his/her/its Recreation Punch Card(s) to be used for Guests of another Owner or Person. It is strictly forbidden for any IVGID Recreation Pass Holder, Recreation Punch Card Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Notwithstanding the preceding sentence, when an IVGID Recreation Pass Holder accompanies a Guest at the Beach Gate and the Guest receives access as a Guest not paid for by a Recreation Punch Card, the IVGID Recreation Pass Holder may allow a Guest to pay the District for the Guest's access fee by credit card at the time of entry into the Beach only, and not at any other time, to avoid any appearance of selling of recreation privileges.. Any such sales of privileges, passes, or cards or giving or transferring of Recreation Punch Cards from one Owner to another Owner or person to be used for Guest(s) of the other Owner or person is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel or in the case of transfers between Owners, Recreation Privileges issued against both Parcels may be voided, for a period of up to two years. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass Holder or the Recreation Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

99. Misconduct. Use of the District's Recreation Facilities by any IVGID Recreation Pass Holder or Recreation Punch Card Holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including but not limited to the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, and/or suspension of Recreation Privileges for any period deemed appropriate by the District including up to two years or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:
  - a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies,

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- procedures, or regulations established for each Recreation Facility;  
or
- b. violation of any law, violation of any District Ordinance, including this Ordinance 7, or violation of any published District Rule or Regulation for any Recreation Facility, including but not limited to Beach Rules;  
or
  - c. disorderly and/or abusive behavior; or
  - d. excessive or improper use of alcohol on Recreation Facilities; or
  - e. any use of drugs at Recreation Facilities; or
  - f. vandalism or any other form of property damage at Recreation Facilities; or
  - g. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or
  - h. fraudulent use as set forth in Paragraph 99 above; or
  - i. selling of Recreation Privileges or allowing others to Use IVGID Recreation Passes or allowing persons who are not Guests of the Owner to use a Recreation Punch Card issued to the Owner, as set forth in Paragraphs 67, 68 or 97; or
  - j. violation of the provisions of Paragraphs 78, 79 or 80 prohibiting commercial use of the Beaches, prohibiting commercial use of the watercraft launch at Ski Beach and prohibiting marketing of the beaches; or
  - k. violation of Paragraph 75(b) by one or more IVGID Picture Pass Holder(s) from the same Parcel bringing in excess of the maximum number of Guests permitted to be brought to the Beach per day per Parcel, by means of multiple entries, by separate entries, or any other methods; or
  - l. an individual paying an Owner for the Owner's Recreation Punch Card, or
  - m. an Agent violating Paragraph 6 with the knowledge of an Owner; or
  - n. in the case where multiple Owners own a Parcel, the knowing filing or knowing attempting to file, of an unauthorized Assignment/Designation of Recreation Privileges, or the knowing filing an application, by an Owner of a Multiple Owner Parcel or by an Entity, when the person filing the Application is not authorized to do so, in violation of Paragraph 48; or
  - o. a Pass Holder who has an Additional IVGID Recreation Pass bringing Guests or attempting to bring Guests to the Beaches using such Additional Card in violation of Paragraph 75(c); or

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- p. An Owner or Tenant violating any Beach Parking Rule or Regulation in effect at the time of the violation, or knowingly allowing a Guest to do so.
  - q. One or more IVGID Recreation Pass Holders from the same Parcel bringing in excess of a total of 25 Guests per Parcel on a given day.
100. The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)
101. Disciplinary Procedures for Misconduct.
- a. Incident Report. A District employee shall, in a timely fashion, but in no event no later than 7 days following the incident, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.
  - b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.
    - (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
    - (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 48 hours of the occurrence.
  - c. Suspension, Revocation, or Other Disposition.
    - (1) Department Head. Within a reasonable time, but in no event more than seven (7) days following receipt of an incident

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report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.

- (a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.
- (b) Hearing. Within fifteen (15) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide evidence and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within ten (10) business days following the hearing.
- (c) Decision. The Director of Parks and Recreation shall - include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Director of Parks and Recreation shall inform the Alleged Violator in the decision of the Alleged



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- Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.
- (d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the Alleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion.
- (2) District General Manager. Within twenty (20) business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the Alleged Violator's assertions. The General Manager shall render his/her written decision within ten (10) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the Alleged Violator in this written decision of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion from the General Manager.
  - (3) Board of Trustees. The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public. This hearing shall be attended by the Director of Parks and Recreation and General Manager, and if requested by the District the District's counsel, to respond to the Alleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or

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the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
- e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

102. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time. Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Access may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.

103. Purchase of Additional IVGID Recreation Passes or Additional Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) Cards which may be Additional IVGID Recreation Passes or Additional Recreation Punch Cards or a combination thereof as described in this Paragraph 104, the Owner may do so by paying an additional fee as set by the Board, for each Additional IVGID Recreation Pass or Additional Recreation Punch Card so purchased. The following provisions apply with respect to Additional Cards (referred to in this Ordinance as Additional IVGID Recreation Passes and Additional Recreation Punch Cards):

- a. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in Paragraph 66 hereof.
- b. Out of the available five (5) Additional Cards, a maximum of up to three (3) Additional IVGID Recreation Passes per Parcel may be purchased for eligible Family Members listed within the First Degree of Consanguinity or Affinity on the Family Tree, which is Exhibit "A". to this Ordinance 7.

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- c. Out of the available five (5) Additional Cards, a maximum of up to three (3) Additional Recreation Punch Cards per Parcel may be purchased for use by an Owner's Guests.
  - d. Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31<sup>st</sup>) day of May following the date of purchase and are not transferable to another person or Entity except by an Owner to a Guest of the Owner.
  - e. Additional IVGID Recreation Passes and Additional Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.
  - f. An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) and made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the impact and appropriateness of this provision for the purchase of Additional Passes and card.
  - g. Additional IVGID Recreation Passes do not allow any Guests to accompany an Additional IVGID Recreation Pass Holder to the Beaches, and will be stamped with language which states in substance that the Additional IVGID Recreation Pass does not allow Guest Beach Access.
  - h. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the same Owner, or for another Owner, or the purchasing Parcel Owner and the receiving Parcel Owner will both be subject to sanctions as set forth for Misconduct in this Ordinance.
  - i. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses, and will be stamped with language which states this.
104. Personal Identification. Prior to issuance of any Recreation Privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.

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105. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder, subject to Paragraphs 101(c)(3) and 110, such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. Except as set forth in Paragraph 110 below, with respect to Beaches and Beach Access, the day- to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

## **ARTICLE XII. AMENDMENTS**

106. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this Ordinance subsequently adopted by the Board. Nothing in this Ordinance shall be deemed to limit the Board's discretion to modify the terms of this Ordinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and Recreation Privileges, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.
107. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.
108. The Director of Parks and Recreation, after the written approval of the General Manager, is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph 110 below with respect to the application of this Ordinance to the Beaches and Beach Access.
109. The Director of Parks and Recreation and the General Manager shall set up systems to collect and shall collect data electronically and otherwise, and make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures

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set forth in this Ordinance 7 effective June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 effective dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.

110. The Board shall set policy and direction on Beach Access and Privileges to use the Beach. The General Manager is empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee, the Director of Parks and Recreation is empowered to administer the application of this Ordinance to all other Recreation Privileges.

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**FAMILY TREE**

**EXHIBIT A TO ORDINANCE 7**

Relationship #	Property Owner		Relationship #	Spouse of Property Owner
0	Owner/Co-Owner	<b>FIRST DEGREE</b>	00	Owner/Co-Owner
1	Mother		8	Mother
2	Mother's Spouse		9	Mother's Spouse
3	Father		10	Father
4	Father's Spouse		11	Father's Spouse
5	Children		12	Children
6	Child's Spouse		13	Child's Spouse
7	Domestic Partner		14	Domestic Partner's Child
<b>SECOND DEGREE</b>				
15	Grandmother	<b>SECOND DEGREE</b>	25	Grandmother
16	Grandmother's Spouse		26	Grandmother's Spouse
17	Grandfather		27	Grandfather
18	Grandfather's Spouse		28	Grandfather's Spouse
19	Grandchildren		29	Grandchildren
20	Grandchild's Spouse		30	Grandchild's Spouse
21	Sister		31	Sister
22	Sister's Spouse		32	Sister's Spouse
23	Brother		33	Brother
24	Brother's Spouse		34	Brother's Spouse

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**BEACH DEED**

**EXHIBIT B TO ORDINANCE 7**

**BUSINESS IMPACT STATEMENT FOR ORDINANCE 7, AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (LAST AMENDED MARCH 25, 1998)**  
**Proposed for adoption at the May 11, 2022 Board of Trustees Meeting**

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of Ordinance 7, An Ordinance establishing rates, rules and regulations for Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District, last amended March 25, 1998.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Incline Boat Storage and Marine	Incline Village	NV
Crystal Bay Marine	Incline Village	NV
Alpine Self-Storage	Incline Village	NV
Lake Tahoe Boat Rentals	Incline Village	NV
Lake Tahoe Boat Rentals	Incline Village	NV
Owens Brothers Transfer Co.	Minden	NV
Tahoe Boat Management	Crystal Bay	NV
Action Water Sports of Incline Village <b>(REPLACED*)</b>	Reno	NV
Tahoe Blue Rentals	Incline Village	NV
IVCBA	Incline Village	NV
Rotary Club of Incline Village	Incline Village	NV
Rotary Club of Tahoe	Incline Village	NV
Sand Harbor Water Sports <b>(RETURNED)</b>	New Washoe City	NV
North Shore Boating dba North Shore Boat Rentals	Incline Village	NV
Tahoe Boat and RV Rents	Incline Village	NV
Elevated Water Sports LLC	Incline Village	NV
Action Water Sports of IV*	Incline Village	NV

As of May 6, 2022, no responses have been received from any of the businesses above. Incline Boat Storage and Marine did make public comments at the April 27, 2022 Board of Trustees meeting as well as submit their comments, in writing, for inclusion in those meeting minutes which are an agenda item for the May 11, 2022 Board of Trustees meeting. The public hearing on this ordinance, has been set for May 26, 2022 and that public hearing has been advertised in the local newspaper, published on Fridays only, starting on April 22, 2022 and concluding on May 20, 2022.

Also, in our notification to businesses letter, this was our final paragraph:

*Copies of the proposed changes are available at 893 Southwood Boulevard, Incline Village, Nevada. As a potentially affected business or industry group, you are invited to provide comments on the proposed changes to Ordinance 7 and as to whether the proposed rule will (a) impose a direct and significant economic burden upon a business; or (b) directly restrict the formation, operation or expansion of a business. Comments, data, and arguments may be submitted to [info@ivgid.org](mailto:info@ivgid.org) or 893 Southwood Boulevard, Incline Village, Nevada on or before May 11, 2022 at 5:00 pm. On May 11, 2022, the Board of Trustees may consider adopting a business impact statement regarding the amendments. You are encouraged to attend that meeting and provide comment as well.*



**BUSINESS IMPACT STATEMENT FOR ORDINANCE 7, AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (LAST AMENDED MARCH 25, 1998)**  
**Proposed for adoption at the May 11, 2022 Board of Trustees Meeting**

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

In addition to various generally applicable changes, below are proposed changes to Ordinance 7 that would affect business:

Adverse effects: Incline Village General Improvement District has allowed the usage of its boat ramp for launching of business entities watercrafts for many years. The Board of Trustees of the Incline Village General Improvement District has decided to amend the governing Ordinance, Ordinance 7, and within those changes is a change to how the boat ramp can be used by businesses.

Beneficial effects: The last amendment to this ordinance was in March, 1998, so the practice has been allowed to operate for the past 24 years and it has been determined that it needs to change in order to continue the peaceful enjoyment of the restricted access beaches to those who pay for them via their yearly facility fees.

Direct effects: The launching of watercraft from the boat ramp will be severely restricted to all users and could cause businesses to discontinue their services due to lack of access at this boat ramp.

Indirect effects: Less customers, less revenue to all parties.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses as a statement regarding whether any, and if so which, of these methods were used.

These beaches are deed-restricted therefore they have restricted access. Businesses have been aware of the potential and need to stop the usage as is currently practiced for many years. With the recent COVID-19 pandemic and the behaviors of parcel owners changing due to same, the impact became evident and discussions with these business operators became more urgent, frequent, and candid.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is \$50,000.

The governing body anticipates that the rewriting, printing and distribution of related materials and possible implementation costs for additional staffing and security would be necessary.

The undersigned certifies that, to the best of his knowledge or belief, the information contained in the statement was prepared properly and is accurate.

Indra S. Wingquest  
Indra Wingquest  
District General Manager  
Incline Village General Improvement District



**RESOLUTION 1894**

**A RESOLUTION AMENDING ORDINANCE NO. 7, AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, on the 26th day of May, 2022, 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. 7, entitled "An Ordinance Establishing Rates, Rules and Regulations for Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District;" and

**WHEREAS**, notice of said public hearing was published in the *Tahoe Daily Tribune*; 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 Ordinance No. 7 be amended as described in Exhibit A attached hereto, effective June 1, 2022.

\*\*\*\*\*

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 26th day of May, 2022, by the following vote:

AYES, and in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

\_\_\_\_\_  
Susan A. Herron  
District Clerk



***EXHIBIT A***

**ORDINANCE NO. 7, AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Effective June 1, 2022

*(The conformed copy of the Ordinance will be inserted following this cover page.)*