

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
Interim District General Manager

SUBJECT: Review, discuss, and possibly approve Resolution 1881 – An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees - effective date June 24, 2020; end date December 31, 2020

DATE: June 17, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to adopt Resolution 1881 – An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees - effective date June 24, 2020; end date December 31, 2020

II. BACKGROUND

At the request of the Board of Trustees, the Interim District General Manager has written an emergency resolution to allow for the safe, prudent and respectful management of the District's restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach during a global pandemic (COVID-19). This emergency resolution will contribute to several key public safety and health aspects, as follows, during these unprecedented conditions. It will help to ensure the health and safety of:

- a. District's front line employees;
- b. District's residents and their guests;
- c. The environment to recreate; and
- d. A safe environment in the event of an emergency.

Review, discuss, and possibly approve Resolution 1881 -2-
– An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees – effective date June 24, 2020; end date December 31, 2020

June 17, 2020

III. ALTERNATIVES

- A. Approve with revisions made during this meeting.
- B. Bring back at the June 30, 2020 with requested revisions.

IV. COMMENTS

On March 12, 2020, the Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic. Following this declaration, the Governor has issued, to date, twenty-three emergency directives. Presently, the State of Nevada is still within Phase Two of the *Nevada United: Roadmap to Recovery* plan. Incline Village General Improvement District has taken steps since this order was issued to maintain the health and safety of our employees, our residents, and all that enjoy Incline Village and Crystal Bay, Nevada. The draft resolution is a targeted effort, with specific definitions and time periods, to continue that public safety and health effort.

Our communication plan to get this information out to the members of our community and the public, for their safe enjoyment of our venues, is as follows:

- a. E-mail blast to our community
- b. A print ad in the upcoming Tahoe Daily Tribune, if feasible
- c. Printed copies available upon request
- d. Posted on IVGID's website
- e. Posted, as feasible, on social media channels
- f. Press release

Attachments:

- 1. Ordinance 7
- 2. Beach Deed
- 3. Resolutions 1480 and 1575
- 4. Beaches Rules and Regulations



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1881

AN EMERGENCY RESOLUTION THAT TEMPORARILY LIMITS ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH, PROVIDES FOR POSSIBLY OCCUPANCY LIMITS, BANS POP UP TENTS, PROVIDES DISCRETION TO LIMIT, RESTRICT AND/OR CANCEL ANY AND ALL GROUP PICNIC RESERVATIONS, AND PROVIDES FOR A METHOD TO MAKE NECESSARY AND IMMEDIATE CHANGES WITH A COMMUNICATION PROCESS TO THE BOARD OF TRUSTEES – EFFECTIVE DATE JUNE 24, 2020; END DATE DECEMBER 31, 2020

WHEREAS, the world is experiencing a global pandemic (COVID-19) which has resulted in an unprecedented Government response to protect public health and keep communities safe from the spread of disease and death, including several Executive Directives issued by the State of Nevada Governor Steve Sisolak, evolving guidelines issued by the Centers for Disease Control, and Federal recommendations issued by the President of the United States of America;

WHEREAS, the Incline Village General Improvement District has the responsibility of managing the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada;

WHEREAS, the significant risks presented by the threat of disease and death as a result of contracting COVID-19 require the Board of Trustees to manage beach access in a manner that will mitigate the risks presented by the current public health crisis;

WHEREAS, the Board of Trustees has determined that temporarily limiting access to IVGID restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada in a manner consistent with State and Federal Guidelines regarding public gatherings is necessary to protect the health and safety of the property owners, residents, guests, and visitors to Incline Village and Crystal Bay;

WHEREAS, this necessary and important action was agendized and discussed at the Board of Trustees meeting of June 23, 2020 which was publicly noticed and where public comment was solicited and received; and



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THEREFORE, BE IT RESOLVED, the following temporary measures, effective June 24, 2020, shall be implemented with an ending date of December 31, 2020:

- (1) IVGID Picture Pass holders, with beach access, shall be allowed access to all restricted beaches upon presentation of their active IVGID Picture Pass;
 - a. Once granted access, all IVGID Picture Pass holders are required to keep their IVGID Picture Pass with them while present at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (2) Recreation Punch card holders, with beach access, shall be allowed access to all restricted beaches upon presentation of their active Recreation Punch card;
 - a. Once granted access, all Recreation Punch card holders are required to keep their Recreation Punch card with them while present at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (3) Effective June 24, 2020, Recreation Punch cards may **NOT** be exchanged for Recreation Punch Card exchange passes. All Recreation Punch Card exchange passes that have been issued prior to June 24, 2020 will be honored.



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- (4) Parcel owners are able to purchase additional Recreation Punch cards on their parcels at a cost of one-fifth (1/5) of the total Facility Fee, presently at eight hundred and thirty dollars (\$830), or at a per Recreation Punch card cost of one hundred and sixty-six dollars (\$166).
- (5) In order to ensure the health and safety of the community during this time of a pandemic, occupancy may be limited, up to complete closure, by District Staff with the approval of the Interim District General Manager, at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (6) Absolutely no pop-up tents shall be allowed at any restricted access beach known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada during this entire time period of June 24, 2020 to December 31, 2020.
- (7) Reaffirm that the Interim District General Manager has the discretion to limit, restrict and/or cancel any and all group picnic reservations.
- (8) Given that the Interim District General Manager presently has all the powers of the day-to-day operations of the Incline Village General Improvement District as defined by Resolution 1480 and has been working effectively and efficiently in consultation with the Board of Trustees Chairman, should changes be required to this resolution during its specified time frame, the Interim District General Manager shall work solely in consultation with the Board of Trustees Chairman to make any necessary and immediately



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required changes. Following such change, the Interim District General Manager shall, in a timely manner, electronically make the entire Board of Trustees aware of the change made as an informational item only.

This is a necessary public health and safety resolution under current circumstances and it is our expectation that everyone will cooperate, be respectful and understanding, and maintain social/physical distancing.

* * * * *

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 23rd day of June, 2020, by the following vote:

AYES, and in favor thereof,
NOES,
ABSENT, Trustees:

Kendra Wong
Secretary, IVGID Board of Trustees

ORDINANCE NO. 7

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

**AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS
FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

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ORDINANCE NO. 7

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

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

RECREATION PASS ORDINANCE

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

ARTICLE I. GENERAL PROVISIONS

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

ARTICLE II. DEFINITIONS

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

5. **Affinity** signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. **Agent** means the person designated by an owner to represent the owner in matters pertaining to the assignment of recreation privileges.

7. **Assignment** means the naming of persons to receive recreation privileges.
8. **Beach Pass** means a daily pass, good for one day only, sold by the District allowing entry onto the District-owned beaches.
9. **Board** means the Board of Trustees of the Incline Village General improvement District.
10. **Card Holder** means the person who is in possession of a Recreation Punch Card.
11. **Commercial Tenant** means an individual or corporation who rents, or leases, a commercial property for the purposes of conducting business or commercial activity.
12. **Consanguinity** means a blood relationship.
13. **County** means the County of Washoe, Nevada.
14. **Director of Parks and Recreation** means the person appointed as the department head of the Parks and Recreation Department.
15. **District** means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
16. **Family** means a social unit consisting of people related to the property owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses. *(See attached Exhibit A.)*
17. **General Manager** means the person appointed by the Board of Trustees as the General Manager of the District.
18. **Owner** means any person owning fee title to the property, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.
19. **Parcel** means a single plot of land with or without a dwelling on it, or a single unit within a multi-unit residence as defined by the District Recreation Roll.
20. **Pass Holder** means an individual who has been issued a Recreation Pass.
21. **Recreation** means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, swimming pools, sports leagues, contests, events, classes, and special events.

22. **Recreation Punch Card** means the transferable punch card issued by the District to eligible parcel owners and/or their assignees that can be used to pay the difference between the resident rate and the retail or nonresident rate for access to various District recreation facilities and bears a face value established by the Board. The District can sell additional Recreation Punch Cards to eligible parcel owners or assignees for their personal use as provided in Article VIII, Item 69 herein.

23. **Recreation Fee** means the annual Recreation Standby and Service Charge assessed by the District to finance recreation programs and facilities.

24. **Recreation Pass** means the non-transferable photo identification pass issued by the District for free access to District beaches and for hourly, daily, and seasonal discounts at District-owned recreation facilities. Subject to the familial limitations described herein, the District can sell additional Recreation Passes to eligible parcel owners, residents or assignees for their personal use as provided in Article VIII, Item 69 herein. Additional Recreation Passes sold cannot be used to obtain a resident discount at the District-owned golf facilities.

25. **Recreation Privilege** means any privileges of recreation access or special rates afforded to pass holders or card holders, including the privilege to provide admission for guests.

26. **Resident** means any individual maintaining residence within the boundaries of the District as constituted by law.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

27. **Eligible Parcels**. Each District parcel which is assessed a recreation fee, is eligible to receive recreation privileges so long as the assessment on that parcel is current.

28. **Fees Kept Current**. All property taxes, special assessments and recreation fees on a parcel must be paid for the current and prior years to maintain the parcel's eligibility for recreation privileges. The District Recreation Fee must be paid by October 1 of the year billed in order to continue receiving recreation privileges.

29. **Resident Eligibility**. All residents are eligible for an assignment of recreation privileges, provided that they have proof of residency.

30. **Available Privileges**. Every eligible parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

31. **Application**. Application for recreation privileges must pertain to a specific, eligible parcel. An application will be accepted when filed on the Application Form provided by the District; when accompanied by proof of ownership as set forth in Section 32; and when signed by any owner of the parcel. The form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of recreation privileges as provided by this ordinance.

32. **Proof of Ownership**. Proof of ownership shall be made in one of the following forms:

- (a) Written copy of legal deed of title.
- (b) Confirmation of ownership by the District from the County Assessor's office.
- (c) Confirmation of ownership by the District from a local title company.

33. **Proof of Residence**. Proof of residence shall be made in one, or more, of the following forms:

- (a) Written copy of legal lease signed by parcel owner, or authorized agent.
- (b) Valid Nevada Driver's License indicating current street address.
- (c) Verifiable copies of current utility (phone, electric, water and sewer, etc.) bills in assignee's name.
- (d) Valid Washoe County, Nevada, voter's registration card.

34. **Proof of Commercial Tenancy**. Proof of commercial tenancy shall be made with the submittal of a written copy of legal lease signed by the parcel owner, or authorized agent.

Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

35. **Application Acceptance**. Application will not be accepted on any parcel if another valid parcel owner or resident application already exists on that parcel. Any application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy.

36. **Application Approval**. Upon review and verification of the application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the application. It is the applicant's responsibility to provide the District with all information required for approval.

37. **Application Amendment**. To update information on the application, an approved application may be amended by any verified owner of the parcel, whether or not that owner signed or submitted the original application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

38. **Assignment Procedures**. Assignment of recreation privileges will be accepted when filed on the Assignment Form and when accompanied by an approved application, or when an approved application is already on file, and when signed by any owner listed on the application

or any listed owner's designated agent. The assignment form must be filed with the District's Recreation office, in person, by fax, or by mail.

When there is an assignment of recreation privileges, the property owner and assignor shall be jointly and severally liable with assignee(s) respecting any sums of money assignee(s) owes the District related to the use of recreation facilities, including the use of all District-owned meeting facilities.

39. Agent Designation Any Owner listed on an approved application may designate an agent by filing and executing an Agent Authorization Form. An owner may only designate one agent. The agent form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail. Upon review and verification of the agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the owner's responsibility to provide the District with all information required for approval.

40. Multi-Parcel Agent Designation. If one agent is to serve as a representative of all units in a multi-parcel complex, an Agent Authorization Form signed by the president of the appropriate homeowners' association and a petition signed by owners representing at least two-thirds (2/3) of the affected parcels must be filed with the District's Parks and Recreation office, in person, by fax, or by mail.

41. Assignment Acceptance. Assignment will not be accepted, on any parcel, if another valid assignment already exists on that parcel. Assignment will expire with a change of ownership, where no party listed on the application continues ownership.

42. Privileges Assignable - Residential Parcels. Every eligible residential parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's eligible family member, or resident, or resident's eligible family member.

43. Privileges Assignable - Commercial Parcels. Every eligible commercial parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's family member, commercial tenant principal, or commercial tenant corporate officer.

44. Assignment Approval. Upon review and verification of the assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the assignment. It is the owner's or agent's responsibility to provide the District with all information required for approval.

45. Assignment Amendments. To update information, the assignment may be amended, and may only be amended, by the person signing the original assignment form. Provided, however, that any owner listed on the approved application or a designated agent of any listed owner may add names of persons to be assigned recreation privileges, to the extent additional privileges are available.

ARTICLE VI. RECREATION PASS

46. A **Recreation Pass**, subject to the other conditions and restrictions of this recreation pass ordinance, provides the pass holder:

- a. free admission to all District-owned beaches; and
- b. reduced season pass rates, at District-owned ski and tennis facilities; and
- c. reduced daily rates at District-owned golf, ski and tennis facilities; and
- d. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
- e. reduced daily rates at the District-owned Recreation Center; and
- f. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
- g. watercraft launching access at the District-owned boat ramp, for a fee; and
- h. guest access to District-owned beaches for a fee; and
- i. any other recreation privileges determined by the Board.

47. **Term of Pass Issuance**. The Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum term shall apply.

48. **Pass Expiration**. A Recreation Pass expires when:

- a. the stated expiration date has been exceeded; or
- b. the parcel changes ownership; or
- c. the pass is withdrawn or reassigned to another individual by the owner or his agent; or
- d. payment of the District Recreation Fee is delinquent, or
- e. the pass is voided pursuant to this ordinance.

49. **Ability to Transfer**. All Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable.

50. **Responsibilities of Pass Holder.** It is the responsibility of the pass holder to:
- a. renew his pass on or before the expiration date shown on the pass;
 - b. report lost, stolen, or destroyed passes;
 - c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
 - d. be responsible for the conduct of his/her guests and for any liability resulting from the guests' use of the District's facilities, or the guests' presence in, or at, the facilities.
51. **Lost/Stolen Recreation Pass.** A charge of \$15.00 per pass will be assessed to replace any Recreation Pass that is lost or stolen prior to its date of expiration.
52. **Reassignment Fee.** Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the parcel on which the pass is issued changes title; (b) the passholder is deceased; and (c) other circumstances that the Director of Parks & Recreation deems appropriate. In the event of a reassignment where the issued passes are not returned, there will be a charge of \$15.00 per pass assessed to the parcel owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.
53. **Ownership Transfer Fee.** A charge of \$25.00 per parcel will be assessed to the new owner of a parcel if the Recreation Passes issued on the parcel are not returned to the District when a property changes ownership.

ARTICLE VII. RECREATION PUNCH CARD

54. A **Recreation Punch Card** provides the cardholder with a face value of recreation privileges, determined by the Board, which may be applied toward:
- a. the difference between the resident rate and the guest rate for daily beach access, daily boat and jet ski launching; and
 - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and
 - c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.
55. **Expiration Date.** Recreation Punch Cards shall have a term of one year beginning on May 1. All Recreation Punch Cards expire on the first April 30th following the date of issuance, regardless of when issued during the course of that year.
56. **Transferability.** Recreation Punch Cards are issued against the parcel and are transferable to anyone.

57. **Replacement.** Recreation Punch Cards will not be replaced if lost, stolen, destroyed or used up.

58. **Exchange for Recreation Pass.** Once the Recreation Punch Card is used, it can be exchanged for a Recreation Pass only if all amounts that appear to be punched are paid for by the card holder and a \$15.00 invalidation fee is paid to the District.

59. **Refund.** The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit, except as provided in paragraph 58 hereof.

ARTICLE VIII. GENERAL USE REQUIREMENTS

60. **Use of Recreation Pass and/or Card at Golf.** A maximum of five (5) Recreation Passes per parcel can be used to obtain discounts for daily access for the District-owned golf courses. No other Recreation Passes can be used to obtain daily discounts at the District-owned golf courses, beyond the five.

61. **Recreation Pass or Card Ownership.** All Recreation Passes and Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the pass holder or card holder.

62. **Deed Restrictions.** Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the beach property.

63. **Assumption of Risk.** The pass holder or card holder assumes all risk of personal injury to himself and loss of, or damage to, his personal property resulting from use of the recreation facilities.

64. **Fraudulent Use.** False or misleading information to obtain a Recreation Punch Card or Recreation Pass, or any fraudulent use of such card or pass, will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

65. **Selling of Recreation Privileges.** It is strictly forbidden for any individual to sell an assignment of Recreation Privileges, or to sell individual Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

66. **Misconduct.** Use of the District's facilities by any pass holder or card holder is a privilege. For misconduct, a pass holder or card holder may be removed from the facilities and/or his/her privileges, including the immediate confiscation of the Recreation Pass or Recreation Punch Card, may be suspended for any period deemed appropriate by the District or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or ordinance; or
- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs; or
- e. vandalism or any other form of property damage.

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

67. Disciplinary Procedures for Misconduct.

a. Incident Report. An employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of a user, regardless of whether that user was removed from the premises for that same alleged misconduct.

b. Removal. Under exigent circumstances, a District employee may remove a user from District property, with or without the assistance of the Washoe County Sheriff's Office. Exigent circumstances include but are not limited to a threat of bodily harm, to him/herself or others, a risk of property damage, and/or a persistent refusal to obey the law and/or policies and procedures, or regulations of the District.

(1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.

(2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

c. Suspension, Revocation, or Other Disposition.

(1) **Department Head.** Within a reasonable time following receipt of an incident report, the Department Head may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Department Head shall provide the user with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the user with the date, time and place at which the user may appear before the Department Head and the accusing employee(s), to respond to the claims and to explain the user's position concerning the incident.

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

(b) **Hearing.** Within five (5) business days of mailing the written notice, unless otherwise agreed by the Department Head and the user, the Department Head shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the user shall have opportunity to respond and explain. At the close of the hearing, the Department Head may render his/her opinion orally or take the matter under submission. The Department Head shall deliver a written decision concerning the allegations and any resulting suspension or revocation within two (2) business days following the hearing.

(c) **Decision.** The Department Head shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Department Head shall inform the user in the decision of the user's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.

(d) **Notice of Appeal.** In order to avail him/herself of the right to appeal to the General Manager, the user must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within two (2) business days of issuance of the written opinion.

(2) **District General Manager.** Within five (5) business days of the user's notice of appeal letter, the General Manager shall hear the user's appeal. Also at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the user's assertions. The General Manager shall render his/her written decision within two (2) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the user in this written decision of the user's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the user must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within five (5) business days of issuance of the written opinion from the General Manager.

(3) **Board of Trustees.** The Board of Trustees shall hear the user's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d): nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) Also at this hearing shall be the charging employee(s), the deciding Department Head, and General Manager, to respond to the user's assertions. The Board shall render its decision at this

hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

d. **Right of Representation.** The user may enlist the assistance of legal counsel, of the user's choice and at his/her expense, at any and all stages of these proceedings.

e. **Reservation.** Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

68. **Other Issuance.** Nothing in this ordinance shall prevent the District from issuing recreation privileges to employees, former Board members, or anyone else, in the past, present or future, as approved by the Board of Trustees.

69. **Purchase of Additional Recreation Passes or Cards.** If any owner wishes to purchase additional Recreation Passes or Recreation Punch Cards, the owner may do so by paying an additional fee equal to one-fifth of the current District Recreation Fee for each Pass or Card for the parcel in question. Additional Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Additional Recreation Passes can only be purchased for eligible family members of parcel owners or residents. Additional Recreation Punch Cards are valid from the date of purchase until the first April 30th following the date of purchase and can be used by any individual. Additional Recreation Passes or Cards cannot be purchased for commercial parcels and their tenants. An application for additional recreation passes or cards must be filed with the District's Parks and Recreation office.

70. **Personal Identification.** Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid photo identification card, such as an automobile driver's license.

71. **Administration.** The General Manager may from time to time adopt, amend, or rescind rules consistent with this ordinance. The General Manager shall hold the final authority to interpret this ordinance and rules adopted thereunder. Such authority shall include the application of this ordinance and rules to specific people, parcels, and circumstances. The day-to-day administration of this ordinance is hereby delegated to the Director of Parks and Recreation.

ARTICLE IX. AMENDMENTS

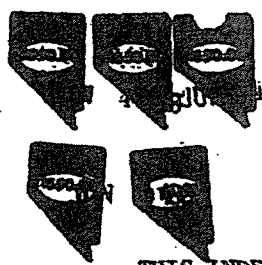
72. **Modification of Privileges.** The recreation privileges issued under this ordinance shall be modified by the terms of any amendments to this ordinance subsequently adopted by the Board. Nothing in this ordinance shall be deemed to limit the Board's discretion to modify the terms of this ordinance or the application of any such modification to Recreation Passes, Recreation Punch Cards and other recreation privileges outstanding, including alterations in the terms or expiration dates thereof.

73. **Effective Date.** The effective date of this ordinance was January 1, 1988. The terms of this ordinance applied to all recreation privileges that were outstanding on that date. The

Director of Parks and Recreation is empowered to determine how to administer the application of this ordinance to existing privileges. The effective date of this amendment shall be March 26, 1998.

FAMILY TREE

Relationship #	PROPERTY OWNER		Relationship #	SPOUSE OF PROPERTY OWNER
0	OWNER/CO-OWNER	FIRST DEGREE	00	OWNER/CO-OWNER
1	MOTHER		7	MOTHER
2	MOTHER'S SPOUSE		8	MOTHER'S SPOUSE
3	FATHER		9	FATHER
4	FATHER'S SPOUSE		10	FATHER'S SPOUSE
5	CHILDREN		11	CHILDREN
6	CHILD'S SPOUSE		12	CHILD'S SPOUSE
13	GRANDMOTHER	SECOND DEGREE	23	GRANDMOTHER
14	GRANDMOTHER'S SPOUSE		24	GRANDMOTHER'S SPOUSE
15	GRANDFATHER		25	GRANDFATHER
16	GRANDFATHER'S SPOUSE		26	GRANDFATHER'S SPOUSE
17	GRANDCHILDREN		27	GRANDCHILDREN
18	GRANDCHILD'S SPOUSE		28	GRANDCHILD'S SPOUSE
19	SISTER		29	SISTER
20	SISTER'S SPOUSE		30	SISTER'S SPOUSE
21	BROTHER		31	BROTHER
22	BROTHER'S SPOUSE		32	BROTHER'S SPOUSE



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R.P.T. : 2,310.00

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D E E D

THIS INDENTURE, made this 4~~th~~ 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 consideration 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, hereditaments and appurtenances thereunto belonging, or in anywise appertaining 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,

Wills, Edmund, Cooney & Wilson
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

Wm. Mitchell, Owner & Wife
ATTORNEYS AT LAW
300 SOUTH WASHINGTON ST.
RENO, NEVADA 89605

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BOOK 324 PAGE 194

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.

16 ATTEST:
17 [Signature]
18 Secretary

VILLAGE DEVELOPMENT CO.
By [Signature]
President

21 ATTEST:
22 [Signature]
23 Secretary

ACCEPTED AND APPROVED:
INCLINE VILLAGE GENERAL IMPROVE-
MENT DISTRICT
By [Signature]
President

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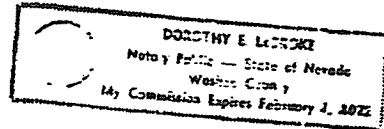
BOOK 324 PAGE 195

1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss

3 On this 17 day of June, 1968, before me, a Notary
4 Public in and for said County and State, personally appeared
5 Francis J. [unclear] and Walter F. [unclear],
6 known to me to be the President and Secretary of the corporation
7 that executed the foregoing instrument, and upon oath, did depose
8 that they are the officers of said corporation as above design-
9 nated; that they are acquainted with the seal of said corporation
10 and that the seal affixed to said instrument is the corporate
11 seal of said corporation; that the signatures to said instrument
12 were made by officers of said corporation as indicated after
13 said signatures; and that the said corporation executed the said
14 instrument freely and voluntarily and for the uses and purposes
15 therein mentioned.

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

[Signature]
Notary Public

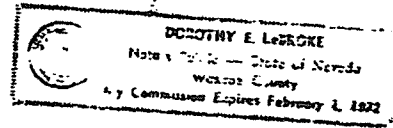


1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss

3 On this 1st day of June, 1968, before me, a Notary
4 Public in and for said County and State, personally appeared
5 George L. Sawyer and David Thompson,
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.

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.

Dorothy E. LeBroke
Notary Public



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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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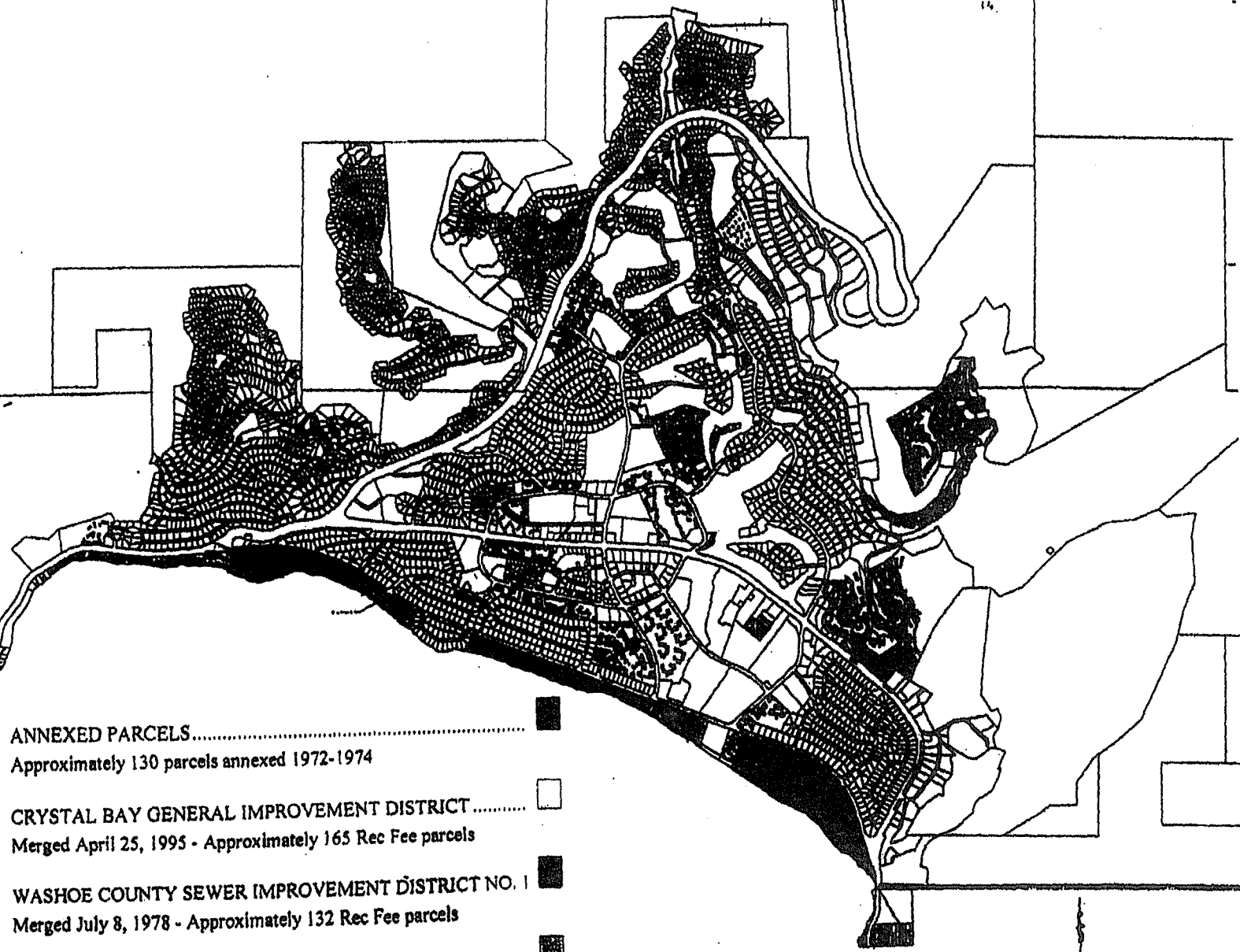
Note of information: Basis of bearings, Lakeview Subdivision.

[Handwritten signatures and initials]

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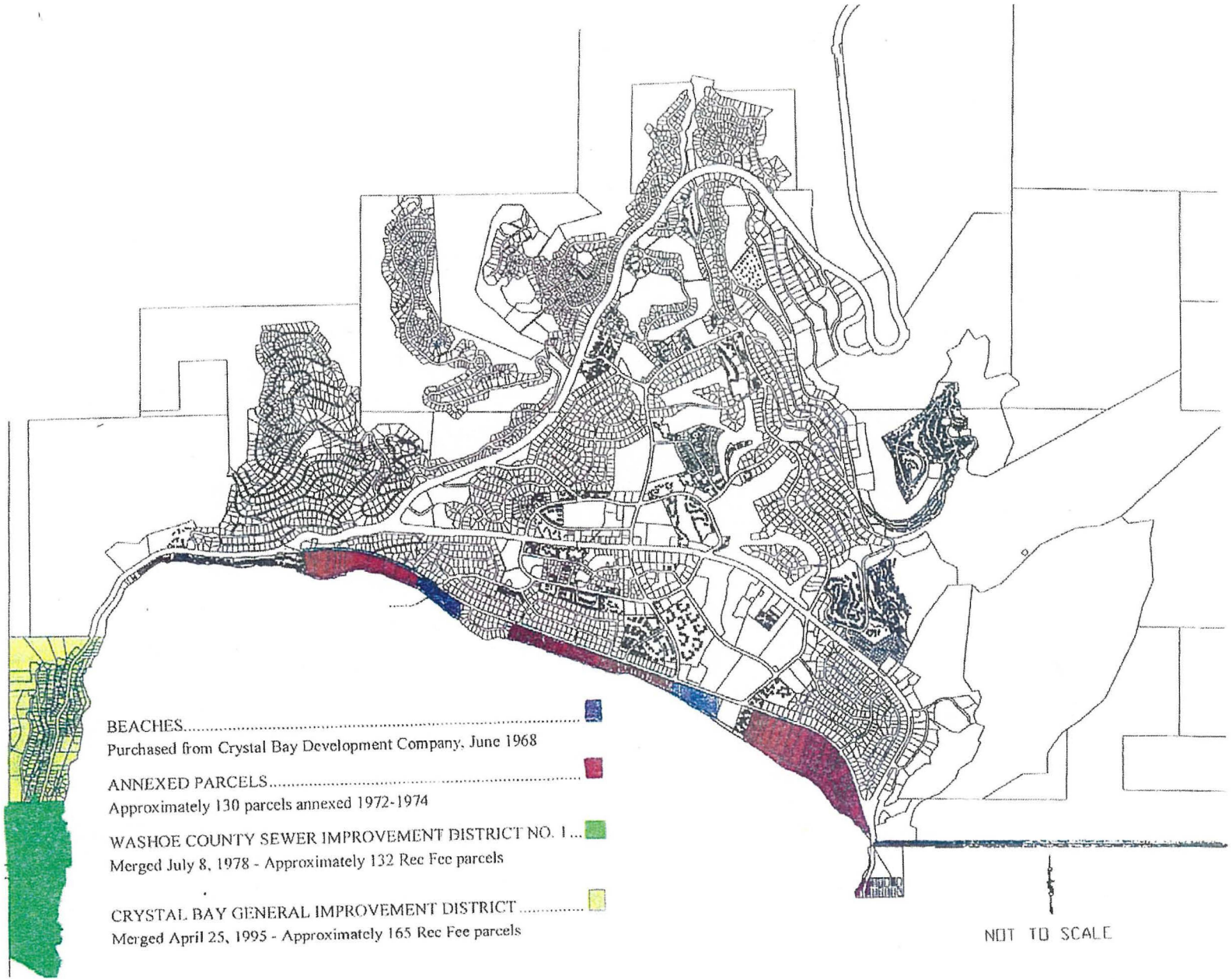
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Attachment A



- ANNEXED PARCELS..... [stippled pattern]
 - Approximately 130 parcels annexed 1972-1974
- CRYSTAL BAY GENERAL IMPROVEMENT DISTRICT [white box]
 - Merged April 25, 1995 - Approximately 165 Rec Fee parcels
- WASHOE COUNTY SEWER IMPROVEMENT DISTRICT NO. 1 [solid black box]
 - Merged July 8, 1978 - Approximately 132 Rec Fee parcels
- BEACHES..... [dotted pattern]
 - Purchased from Crystal Bay Development Company. June 1968

NOT TO SCALE



RESOLUTION NO. 1480

A RESOLUTION ADOPTING A
PERSONNEL MANAGEMENT POLICY

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

WHEREAS, the Board of Trustees of the Incline Village
General Improvement District desires to establish a framework for
the Board and General Manager to use in addressing personnel
matters within IVGID;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

The Policy Statement titled "Personnel Management" attached
hereto as Exhibit A, is adopted as Policy and Procedure Resolution
No. 105.

* * * * *

I hereby certify that the foregoing is a full, true and
correct copy of a resolution duly passed and adopted at a regular-
ly held meeting of the Board of Trustees of the Incline Village
General Improvement District on the 29th day of November
1984, by the following vote:

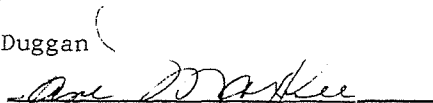
AYES, and in favor thereof, Trustees:

Jane Maxfield, Bob Wolf, Bob Jones, Syd Brosten

NOES, Trustees: None

ABSENT, Trustees: None

ABSTENTION, Trustee: Tom Duggan


Secretary

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

I. PURPOSE

The Incline Village General Improvement District (IVGID) is committed to maintaining a dedicated and motivated work force, while developing its Staff's technical and professional standards to meeting changing demands for services with the Village. This policy statement establishes a framework which the Board of Trustees and the General Manager will use in addressing personnel matters within IVGID.

II. ROLES

The District operates under a Board-Manager form of government which places the Board of Trustees in the role of establishing overall IVGID policy direction. IVGID Staff is appointed to administer and execute day-to-day operations. The Manager is responsible for supervising these operations and providing general administrative direction.

With regarding to IVGID personnel, it is the Board's responsibility to establish overall guidelines governing IVGID's approach to personnel matters. The Manager's role is to put these guidelines into the day-to-day practice of hiring, firing, motivating, promoting, demoting, compensating, and training individual employees.

III. GENERAL OBJECTIVES

The Board hereby establishes the following general personnel objectives for IVGID.

- Employee Development. IVGID will motivate and train existing employees to become more productive and proficient in their current jobs. Where appropriate, IVGID will encourage employees to develop new skills which might lead to job advancement. Where appropriate, IVGID will cross-train employees to cover temporary vacancies on related jobs.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Attrition Management. IVGID will evaluate alternatives to filling positions which become vacant, as a means to reduce costs. These alternatives may include changes in work routines, job descriptions, work hours, or scope of services. They may include combining positions or reassigning work or personnel from one department to another.
- Recruitment. When vacancies must be filled from outside the ranks of the existing work force, IVGID will recruit and hire the most qualified candidates for the job, based strictly upon merit. Merit selection implies that anyone may apply, and that candidates are evaluated fairly by the appointing authority, based upon job-related criteria established in advance. In general, local recruitment is sufficient for clerical positions, semiskilled laborer positions, lower level technical positions, and all part-time or temporary positions. A larger recruitment area may be required for more highly skilled positions. Where local and non-local candidate are being considered which have equal or nearly equivalent qualifications, the local candidate will be preferred.
- Performance Standards and Evaluations. IVGID will establish clear standards for employee performance, and encourage employees to maintain these standards through ongoing communication with supervisors, performance evaluations, and where necessary, disciplinary procedures, demotion or termination.
- Longevity. IVGID will ensure the longevity of loyal and hard-working employees which have provided many years of faithful service to the community.
- Management. IVIGD will develop senior department heads as a management team which can work with the General Manager in addressing overall IVGID administrative needs and assist the Board of Trustees in policy development.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Guidelines. IVGID will develop a uniform set of guidelines to direct the administration of the District's personnel matters.
- Planning. IVGID will develop a strategic approach to personnel administration which will diagnose long-term problems, anticipate future needs, and develop a stable framework for addressing these problems and needs in an orderly fashion.
- Unions. IVGID will maintain a cooperative relationship with collective bargaining units and their representatives, which establishes a clear understanding of the proper roles for both unions and management.

IV. PROCEDURES

The General Manager is accountable to the Board of Trustees for the fair and efficient execution of these guidelines, as well as the overall performance of IVGID. In order to maintain this accountability, the General Manager must be given the authority to administer personnel matters without direct Trustee intervention or influence.

The following procedures shall govern the personnel practices of IVGID:

- The General Manager shall maintain direct, day-to-day supervision over all District employees, with the exception of the Attorney. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer, and train employees, subject to established personnel guidelines, union contracts, Board policy, and generally accepted personnel practices.
- The General Manager will keep the Trustees informed about the status of all major personnel actions relating to department head positions. Department head appointments and terminations shall be discussed with the Trustees in advance. Information on personnel actions relating to non-department head positions will be provided on an as-requested basis.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Trustees are encouraged to express their opinion and/or concerns on any personnel matter to the General Manager in private. Trustees, individually or as a body, will refrain from directly intervening in or publicly influencing any personnel matter within the jurisdiction of the General Manager.
- Trustees will exercise their authority to direct Staff, collectively, through the General Manager, at Board meetings. Individual Trustees shall refrain from directing or attempting to directly supervise Staff. This policy statement is not intended to prevent individual Trustees from occasionally making suggestions to supervisor Staff, when such suggestions do not imply supervisory direction.
- All union matters, other than overall negotiation strategy, will be handled by the General Manager. The Board will maintain responsibility for establishing overall negotiation strategy and approving final union contracts.
- The General Manager shall be responsible for coordinating the work of the Attorney with the activities of IVGID Staff, and the Board of Trustees.
- The General Manager shall recommend, and the Board of Trustees shall establish, salary ranges for all non-contract, full-time permanent employment classifications. Salary ranges shall be based upon objective criteria not specific to individual employees, relating to union contracts, market conditions, cost of living, budgetary guidelines, legal considerations, and job descriptions.
- The General Manager shall set a specific salary for each employee within the salary range established by the Board of Trustees. Specific salaries shall be based upon employee-specific information, including qualifications, experience, longevity, and performance evaluations.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- The Board of Trustees shall exercise its exclusive power to create full-time permanent employment positions, considering the recommendations, if any, of the General Manager. The General Manager shall establish, and as deemed necessary, amend detailed job descriptions for positions of employment. The General Manager may create temporary, seasonal and part-time positions of employment, and the wages and terms of employment thereof, subject to general personnel and budgetary guidelines, Board policies, and union contracts.
- The General Manager shall have the authority to establish and revise chains of command, reporting relationships among personnel, organization charts, and other structural matters pertaining to the organization of the District, provided that the Board of Trustees shall exercise the exclusive power to create or abolish operating departments of the District. The Board's power shall be exercised by resolution.
- The General Manager may eliminate positions, combine positions, lay off personnel, or reduce work hours, as deemed necessary to maintain a balanced budget, improve efficiency, or accomplish other administrative objectives, subject to general personnel guidelines, union contracts, legal considerations, or Board policy. Where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.

EXHIBIT A

Resolution No. 1575

GROUP USE OF BEACHES
Incline Village General Improvement District

WHEREAS, the Incline Village General Improvement District (IVGID) is receiving increasing requests for use of Incline Village beaches for group functions; and

WHEREAS, it is necessary to establish policies governing the number, scheduling, and character of group beach functions;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT that it hereby adopts the attached policy statement, and makes it effective, this 25th day of May, 1989.

* * * * *

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 25th day of May, 1989, by the following vote:

AYES, and in favor thereof, Trustees: John Bevel, Joe Marson,
Pam Wight, Bob Wolf
NOES, Trustees: None
ABSENT, Trustees: None


Secretary

Policy Statement

GROUP USE OF BEACHES Incline Village General Improvement District

I. POLICY

It is the policy of the Incline Village General Improvement District (IVGID) that Incline Village beaches are primarily provided for the quiet enjoyment of individual property owners and their guests.

Unreserved Functions. Group functions may occur at the beaches, on an unreserved basis, provided such functions **(1)** do not interfere with the quiet enjoyment of the beaches by other guests; **(2)** do not promote or solicit attendance at the function by persons who are not members of the group; **(3)** do not sell admission to any person or charge any fee for food, beverage, entertainment, or other services; and **(4)** comply with all rules, including those pertaining to admission.

Reserved Functions. Any group function, which fails to meet all of the standards for an unreserved function, may only occur on a reserved basis. Rules for reserved functions are specified under sections II and III hereof.

Applicability. This policy applies to all recreation facilities owned by IVGID which adjoin Lake Tahoe, with the exception of events sponsored by IVGID and any event held at the Burnt Cedar pool. Scheduling of the pool is subject to separate procedures.

II. RESERVED FUNCTIONS

The number of reserved functions shall be limited to six (6) per calendar year, as follows:

1. One function celebrating Independence Day.
2. One function celebrating Labor Day.
3. Four additional functions, scheduled as described below. "Peak Season" is from the Friday before Memorial Day through the Tuesday after Labor Day, inclusive. "Shoulder Season" is the entire year, except the peak season.

Peak Season Functions. Must be scheduled on a weekday (Monday through Friday) and must not occur within seven calendar days of Independence Day or four calendar days of Memorial Day or Labor Day.

Off Season Functions. May occur on a weekday or weekend day.

Each function shall be limited to one day in duration.

The Parks and Recreation Director shall designate a community group to coordinate the Independence Day function, and a community group to coordinate the Labor Day function.

Applications for the remaining four functions shall be submitted to the Parks and Recreation Director by February 1 of each year. Should more than four eligible functions apply in any year, the Parks and Recreation Director shall decide which functions receive approval for reservation, after seven calendar days notice to the IVGID Board of Trustees. Should more than four eligible functions apply in any year, no group shall participate in more than one function.

Should more than four eligible functions apply in successive years, the Parks and Recreation Director shall attempt to rotate functions among different groups. Except for the Independence and Labor Day functions, no function or group shall be considered to have priority over another function or group, by reason of a prior history of holding the function, in earlier years.

Should less than four functions receive reservations in any calendar year, then the Parks and Recreation Director may approve additional functions after February 1, on a first-come, first-served basis.

III. RULES

All reserved group functions shall comply with the following rules:

1. An application must be submitted to the IVGID Parks and Recreation Department office no later than ninety (90) days prior to the date of the requested event.
2. The applicant must be an Incline Village/Crystal Bay group with a non-profit status recognized by the State of Nevada or the federal government.
3. The event must be open to all eligible IVGID Recreation card holders or pass holders and their guests, and no one else (same rules as would apply on any other day that the gates are staffed).

4. The proceeds of the event must be used for the benefit of the Incline Village/Crystal Bay community and its residents.
5. A use fee of up to \$300 will be charged for each day of use, to cover the cost of any additional personnel necessary to host a large event.
6. Liability insurance coverage, in an amount and form determined appropriate by the IVGID Risk Manager, must be provided by the applicant, naming IVGID as an additional insured.
7. Any and all food and beverage items brought onto the premises by the applicant will be sold or supplied at an area designated by the District, without interfering with the District's food and beverage operation.
8. The applicant will provide two portable toilets and one 4-yard dumpster for every five hundred (500) participants.
9. The District may require the applicant to provide additional personnel to work with the District's contracted security service to patrol the areas of use for crowd and traffic control.
10. All proper licensing for the event is the responsibility of the applicant.
11. All cleanup of the facility is the responsibility of the applicant and must be completed immediately after the event or, in the case of a night event, it must be completed prior to 8:00 a.m. of the morning after the event.
12. The event shall not unreasonably restrict or interfere with the right of guests not participating in group functions to use the beaches.
13. The event shall comply with such additional precautions as may be determined appropriate by the Parks and Recreation Director.

IV. ADMINISTRATION

The Parks and Recreation Director shall interpret, administer, and enforce this policy. The Parks and Recreation Director shall

establish additional rules, consistent with the intent of this policy statement, which may apply to any or all events, as necessary to protect IVGID, the interests of individual beach guests, or any other lawful purpose.



Incline Village General Improvement District

BEACH RULES AND REGULATIONS

1. Access to the beaches shall be by valid IVGID Picture Pass, Recreation Punch Card, or Daily Guest Fee (must be present with IVGID Passholder or be authorized to purchase daily guest pass). Trespassing is prohibited at all times.
2. Vehicle parking is allowed in designated areas only. All vehicles in violation of parking restrictions shall be subject to towing at owner's expense. Preferred Parking program is available for Picture Pass Holders during peak summer.
3. No smoking or vaping policy except in designated areas. Please check with District Staff at venues for designated areas.
4. Glass of any kind is prohibited on all beach properties. Plastic cups are available at the beach gate.
5. Pets are prohibited on Incline and Burnt Cedar Beaches at all times. Dogs are allowed on Ski Beach from October 15th – April 15th only.
6. Amplified sound devices not permitted without prior District permission.
7. Skateboards are prohibited on all beach properties.
8. Swimming is allowed in the designated swim areas only.
9. All hard shell watercraft, other than non-motorized inflatables are prohibited in the designated swim areas. Motorized water craft must maintain a minimum distance of 200 feet from designated swim areas.
10. Personal charcoal grills are prohibited.
11. The vehicle speed limit within all District Parks and Beaches is 5mph at all times.
12. Any diving or jumping off rocks or boat ramp is prohibited at all times.
13. All open fire is strictly prohibited.
14. Children, 10 years and younger, must be supervised by a parent or guardians at all times.
15. Group picnic areas are available for reservation for a fee, by calling the Incline Parks and Recreation Department 775-832-1310. Must be valid IVGID Passholder.
16. The kayak/paddleboard storage racks located on Ski and Hermit Beaches are available for long term rentals. Any boats/boards stored incorrectly on beach property will be taken to an offsite storage area and fees will apply. Absolutely, no subleasing of rack spots.
17. Commercial and drone photography is prohibited on all District Properties unless authorized by the District General Manager or designee
18. Beach Chairs are available on a first come, first serve basis. No excessive saving of beach chairs. Personal belongings left unattended for more than one hour on beach chairs are subject to removal.
19. The District, or its representatives, shall have the right to refuse access to any individual or group.
20. The District, or its representatives, also reserves the right to remove individuals from the beaches.
21. Should any of these rules be violated in any way, the District and its agents shall have the authority to revoke recreation privileges in accordance with the rules established by the District in Ordinance No. 7 (Recreation Pass Policy).
22. Zero Tolerance Policy adopted April 2004: Abusive behavior of staff or other customers will not be tolerated. All District rules must be adhered to. Recreation privileges MAY be suspended for any period deemed appropriate or privileges may be revoked at District's sole discretion.