

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Indra Winquest  
District General Manager

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

**DATE:** April 13, 2022

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**I. RECOMMENDATION**

1. The Board of Trustees review, discuss and provide direction on potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District.
2. The Board of Trustees make a motion to set a public hearing date for May 26, 2022 at 6 p.m. or as close thereto as practicable for approval of edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District.

**II. DISTRICT STRATEGIC PLAN**

Long Range Principal #1 Service

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

Long Range Principal #5 Assets & Infrastructure

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

### Long Range Principal #7 Governance

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

### **III. BACKGROUND**

Upon inception, the purpose of Ordinance 7 was to establish rates, rules, regulations, for recreation punch cards and picture passes. The Passes and Cards issued according to Ordinance 7 and assigned to parcels with those fees kept current provide bearers with access and other recreation privileges. Those parcels with annual fees not current are subject to recreation privileges being revoked.

Ordinance 7 was adopted on November 21, 1987 and has been amended five times since adoption in 1991, 1993, 1995 (twice), and then 1998 which is the last time Ordinance 7 was amended. There have been two additional efforts to amend Ordinance 7, in 2007-08, and 2013-14 however for a variety of reasons, edits were not made. In 2019-20, the District held several meetings to start the process of making administrative edits to Ordinance 7. Unfortunately, just before the public hearing in April of 2020, COVID-19 impacts did not allow for the public hearing to take place and edits were put on hold.

At this time, the District General Manager identified the need for additional community feedback and input into any proposed edits to Ordinance 7. In an effort to ensure Staff had the benefit of such input, the District General Manager assembled a District General Manager's Committee on Ordinance 7. This committee was not appointed or directed to be formed by the Board of Trustees.

This committee was convened and began meeting in October 2020. Over the course of over a year, the committee met 23 times. The primary focus of the committee in this phase was Recreation Privileges as they relate to access to the IVGID Beach Properties as overall visits have increased significantly since the last revision in 1998 as has the community. The first several months were primarily spent on getting educated on the past and present history and practice of Ordinance 7 and all of the related policies and documents. A significant amount of data was reviewed and discussed in particular around the beach visitation. IVGID Legal Counsel also attended two meetings to provide legal opinions and answer questions from members of the committee. The committee also met with timeshare operators to get a better understanding of how they administer recreation privileges that they are provided.

The IVGID Beaches were acquired on June 4, 1968. One of the primary drivers of the District's administration of beach access is the Beach Deed which states "*It is*

*hereby covenanted that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained, and used by grantee, its successors, only for the purposes of recreation by, and for the benefit of, property owners and their tenants (specifically including occupants of motels and hotels) within the Incline Village General Improvement District as now constituted, and, as the board of trustees said District may determine, the guests of such property owners, and for such".* The committee feels strongly that protecting the beach deed and compliance to the restrictive covenants is of utmost importance.

The Committee solicited a significant amount feedback and discussion with and from the community. Three virtual community forums were provided with excellent attendance (May 13<sup>th</sup>, and twice on May 19<sup>th</sup>). Additionally, a community wide survey was issued to the community from July 1 – July 26, 2021 with over 2300 respondents. Additionally, the committee received a fair amount of correspondence by email.

As the committee and staff continued to consider edits (see *Attachment A*), issues were raised regarding the District's administering of employee access to IVGID venues in particular the beaches as well as the District's long standing practice of issuing gold and silver cards to both Trustees and long tenured full time year round staff (silver card for 10 years of service, and gold card for 20 years of service). It was determined by the majority of the committee that these issues were not in the purview of the committee and as they are not contained in Ordinance 7. Furthermore, these are issues that should be addressed by the Board of Trustees, the District General Manager and District Human Resources Staff. It was determined that Special Legal Counsel would be beneficial.

On September 30<sup>th</sup>, 2021, the Board of Trustees approved a scope of work which included: (1) a review of IVGID's historic practice of providing beach access to retired Trustees, non-resident employees, retirees and their guests to determine compliance with the deed and (2) to review any proposed edits to Ordinance No. 7 or Policy 16.1.1 to determine compliance with the deed and the hiring of Special Counsel at a not to exceed amount of \$25,000. Three potential firms were interviewed, and the District ultimately selected Thorndahl Armstrong Delk Balkenbush & Eisinger on January 2022. Special Legal Counsel Review began in February 2022.

As District General Manager, I would like to give a huge thanks to the dedicated team of community members and staff on the General Manager's Committee on Ordinance 7. These Committee members provided a huge benefit to me and my staff as we developed potential edits for the Board of Trustees' consideration. Members of the Committee include:

Hal Paris	Trevor Smith	Scott Hill	Denise Davis
Bruce Townsend	Kristen Ferrall	Mary Danahey	
Margaret Martini	Diane Hiershberg	Frank Wright	

#### **IV. SUMMARY**

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

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

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

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

## **V. NEXT STEPS**

Staff recommends setting a public hearing for approval of edits for May 26<sup>th</sup>, 2022. However, the Board of Trustees will have the opportunity to deliberate over recommended edits and provide direction to staff related to recommended edits with a goal to receive and final direction at the May 11<sup>th</sup>, 2022 Board of Trustees meeting. Staff would then work with District Legal Counsel to finalize a draft edited version of Ordinance 7 for formal adoption after a public hearing at the May 26<sup>th</sup>, 2022 Board of Trustees Meeting.

It should be noted that the draft redline version included (see Attachment A) is a working document and has been provided for context as it outlines all of the edits made based on the Committee and General Manger's recommendations. Additionally, a clean version with the edits incorporated has been provided (see Attachment B).

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

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

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

### **Staff is requesting the following key feedback:**

- Overall Discussion on recommended edits.
- Feedback on the draft definition of a "guest".
- Feedback on edits related to commercial operations.
- Feedback on whether or not Recreation Punch Card is renamed.
- Feedback on Guest Access. Does the Board of Trustees want to evaluate an edit requiring all guests to be present with an IVGID Passholder to access the beaches.

- Feedback on allowing the Recreation Punch Card the ability to buy down up to the entire value of access to a venue or selected service.
- Feedback on whether there should be further discussion regarding placing limits on the number of guests a parcel or IVGID Passholder can bring to the beaches and other venues either by day, season, year etc...
- Anything missing or that should be considered?

## **VI. ATTACHMENTS**

Recommendations for edits of Ordinance 7

Beach Deed

Current version of Ordinance 7 (1998)

A. Working redline version of Ordinance 7

B. Clean Version with Redline changes incorporated

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

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

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

RECOMMENDED  
EDITS TO  
ORDINANCE 7

## Recommended Revisions to Ordinance 7

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

Currently –

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

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

Additionally, by practice, IVGID has allowed each parcel to purchase unlimited additional Picture Passes above the five each parcel is allotted (except that the 2021 emergency COVID rules limited each parcel to purchasing up to 5 Additional Recreation Passes). Additional Picture Passes can only be purchased for individuals that qualify per the Family Tree. These passes currently cost 1/5<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.
- Recommend adding a verified Domestic Partner, to the third level of consanguinity in the family tree. Please note... *After Special Counsel’s review, it was highly recommended that the family tree is not to be expanded beyond adding a domestic partner.*
- Recommend allowing for the purchase of up to three additional Picture Passes for family members within Family Tree, and which will count towards a total of a maximum of five additional IVGID Passes/Recreation Punch Cards which can be purchased.
- Recommend requiring Picture Pass holders under 18 to get updated photo every 3 years. This is to make sure that each youth is recognizable and passes are not transferable.

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

#### Currently –

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

*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
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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.
- Recommend allowing the Recreation Punch Card to buy down up to the entire amount of the access or service fee, including access to the boat ramp. For example; instead of only deducting the difference between the IVGID Pass Holder and the non-IVGID Pass Holder Rate, the card holder would be able to pay for the entire fee from the balance on the Recreation Punch Card; hence, for example, to deduct the entire \$15 entrance fee to the Recreation Center.
- Recommend limiting the number of additional cards, whether IVGID Picture Passes or Recreation Punch Cards that can be purchased per parcel up to a maximum of 5 Additional IVGID Passes.
- The Recreation Punch Cards expire annually on May 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.
- Recommend renaming the Recreation Punch Card to something that more correctly reflects the purpose of card and to clearly distinguish it from the current Recreation Punch Card. Two examples would be: “Recreation Access Card”, “Guest Access Card”

## **C. Guest Access**

### Currently (not including temporary restrictions related to COVID) –

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

- IVGID Picture Pass Holders may pay the daily applicable guest rate at any of the beach gates for guest entrance. *There is no limit on the number of guests that an IVGID Picture Pass Holder or Parcel can bring to the beach either daily, seasonally, or annually when the IVGID Picture Pass Holder accompanies the Guest.*

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

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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)*

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

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

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

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

Currently –

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

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



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

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

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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*

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

## **E. Commercial Operations**

Currently –

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

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

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

#### Committee Recommendations –

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

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

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

Accordingly, the following key questions have been researched:

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

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

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

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

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

## **F. Other Recommendations**

1. Special Counsel Legal and/or Judicial Review of gold/silver card, employee and employee dependent access to beaches. While the majority of the Committee did not believe that policies on employee use and access to IVGID facilities was within the purview of Ordinance 7, the Committee suggested that the District retain legal counsel advise as to whether any of the following employee related access to the beaches potentially violates the Beach Deed, as the Committee desires to protect the private beaches and Beach Deed as a primary directive. The recommended research only relates to beach access and not to other venues. The issues for attorney opinion and

or judicial review are: (i) gold/silver cards for beach access; (ii) access to the beaches by IVGID employees (including those employees who do not own or lease parcels with beach access); (iii) access to the beaches by employee dependents (including those employee dependents who do not own or lease parcels with beach access); and (iv) access by guests of employees and guests of employee dependents accompanying the employee or employee dependent to the beach. .

2. Strengthen Disciplinary Action for Abuse of Recreation Privileges. To add specificity. (increased focus on selling of recreation privileges) (no advertising in any way especially social media)
3. Ensure there are controls preventing potential attempts to gain privileges via unbuildable lots, sub dividing etc. (enforce via district policies). To add specificity. **Recommended language to be inserted into Ordinance 7 as a revision as approved by special counsel:**

#### ARTICLE X. UNBUILDABLE LOTS

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

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

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

*Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it*

*existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.*

4. Parcel owners' must be liable for the acts and damages of their tenants and guests.
5. Hotels, Motels, Timeshares receive recreation privileges consistent with any other Dwelling Unit that pays the RFF/BFF. It's up to the Timeshare owner/operator to determine how to administer the Recreation Privileges they receive.
6. No Recommended changes to the administration of Commercial Parcel Privileges.

# BEACH DEED





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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,

BOOK 324 PAGE 102

McL. Stewart, Dean & White  
ATTORNEYS AT LAW  
500 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

1671

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

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

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

-2-

BOOK 324 PAGE 193  
The, McNeill, Cramer & White  
ATTORNEYS AT LAW  
300 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

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BOOK 324 PAGE 19A

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

22 ATTEST:  
23 [Signature]  
24 Secretary

ACCEPTED AND APPROVED:

INCLINE VILLAGE GENERAL IMPROVE-  
MENT DISTRICT

By [Signature]  
President

-3-

Sh. Mahan, Curran & Wilson  
ATTORNEYS AT LAW  
300 SOUTH WASHINGTON ST.  
RENO NEVADA 89505



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 L. Sawyer and Frank J. Zimmerman,  
6 known to me to be the President and Secretary of INCLINE VILLAGE  
7 GENERAL IMPROVEMENT DISTRICT, the quasi-municipal corporation  
8 that executed the foregoing instrument, and upon oath, did depose  
9 that they are the officers of said corporation as above designated;  
10 that they are acquainted with the seal of said corporation and  
11 that the seal affixed to said instrument is the corporate seal  
12 of said corporation; that the signatures to said instrument  
13 were made by officers of said corporation as indicated after  
14 said signatures; and that the said corporation executed the said  
15 instrument freely and voluntarily and for the uses and purposes  
16 therein mentioned.

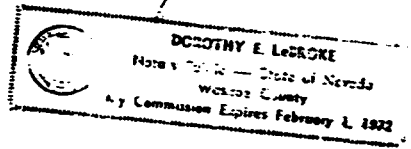
BOOK 324 PAGE 196

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

Dorothy E. Leckore  
Notary Public



DESCRIPTION

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

PARCEL 1

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

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

PARCEL 2

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

RESERVING FROM the above described parcel an easement for maintaining and operating an existing pumping plant and pipe lines. 116713

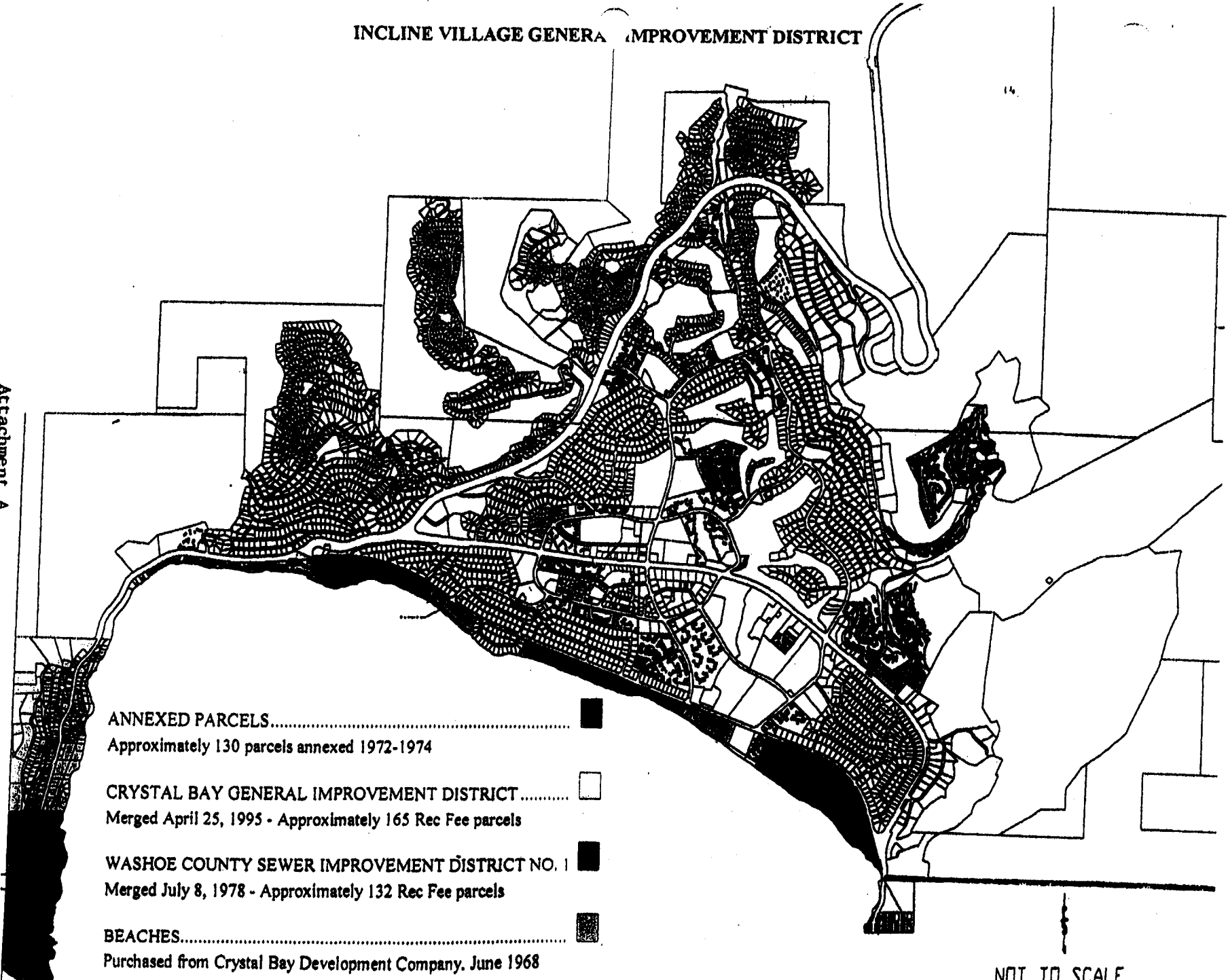
Note of information: Basis of bearings, Lakeview Subdivision.

*[Handwritten signatures and initials]*

BOOK 324 197

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Attachment A  
1130  
000000



- 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

# CURRENT ORDINANCE 7



**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**

Index

**ARTICLE I. GENERAL PROVISIONS**

1. Short Title .....	4
2. Words and Phrases.....	4
3. Separability .....	4
4. Posting .....	4

**ARTICLE II. DEFINITIONS**

5. Affinity .....	4
6. Agent.....	4
7. Assignment .....	5
8. Beach Pass .....	5
9. Board.....	5
10. Card Holder.....	5
11. Commercial Tenant.....	5
12. Consanguinity .....	5
13. County.....	5
14. Director of Parks and Recreation.....	5
15. District .....	5
16. Family .....	5
17. General Manager.....	5
18. Owner.....	5
19. Parcel .....	5
20. Pass Holder .....	5
21. Recreation .....	5
22. Recreation Punch Card .....	6
23. Recreation Fee .....	6
24. Recreation Pass .....	6
25. Recreation Privilege.....	6
26. Resident .....	6

**ARTICLE III. PARCEL ELIGIBILITY**

27. Eligible Parcels .....	6
28. Fees Kept Current .....	6
29. Resident Eligibility .....	6
30. Available Privileges.....	6

071

**ARTICLE IV. APPLICATION PROCEDURES**

31. Application..... 6  
32. Proof of Ownership..... 7  
33. Proof of Residence..... 7  
34. Proof of Commercial Tenancy..... 7  
35. Application Acceptance..... 7  
36. Application Approval..... 7  
37. Application Amendment..... 7

**ARTICLE V. ASSIGNMENT OF PRIVILEGES**

38. Assignment Procedures..... 7  
39. Agent Designation..... 8  
40. Multi-Parcel Agent Designation..... 8  
41. Assignment Acceptance..... 8  
42. Privileges Assignable - Residential Parcels..... 8  
43. Privileges Assignable - Commercial Parcels..... 8  
44. Assignment Approval..... 8  
45. Assignment Amendments..... 8

**ARTICLE VI. RECREATION PASS**

46. Recreation Pass..... 9  
47. Term of Pass Issuance..... 9  
48. Pass Expiration..... 9  
49. Ability to Transfer..... 9  
50. Responsibilities of Pass holder..... 10  
51. Lost/Stolen Recreation Pass..... 10  
52. Reassignment Fee..... 10  
53. Ownership Transfer Fee..... 10

**ARTICLE VII. RECREATION CARD**

54. Recreation Punch Card..... 10  
55. Expiration Date..... 10  
56. Transferability..... 10  
57. Replacement..... 11  
58. Exchange for Recreation Pass..... 11  
59. Refund..... 11

**ARTICLE VIII. GENERAL USE REGULATIONS**

60. Use of Recreation Pass and/or Card at Golf..... 11  
61. Recreation Pass or Card Ownership..... 11  
62. Deed Restrictions..... 11  
63. Assumption of Risk..... 11  
64. Fraudulent Use..... 11  
65. Selling of Recreation Privileges..... 11

66. Misconduct.....	11
67. Disciplinary Procedures for Misconduct .....	12
68. Other Issuance.....	14
69. Purchase of Additional Recreation Passes or Cards .....	14
70. Personal Identification .....	14
71. Administration .....	14

**ARTICLE IX. AMENDMENTS**

72. Modification of Privileges .....	14
73. Effective Date .....	15

**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**

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



ATTACHMENT A -  
REDLINE VERSION  
OF ORDINANCE 7

PROPOSED REVISIONS TO ORDINANCE NO. 7

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

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

RECREATION PASS ORDINANCE

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

ARTICLE I. GENERAL PROVISIONS

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

ARTICLE II. DEFINITIONS

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

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.

6. Agent —means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any resulting IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees~~matters~~ pertaining to the Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.

87. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant~~naming of persons to receive recreation privileges~~. Assignee means the person to whom an Owner has assigned Recreation Privileges. Assignor is the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.

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

10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.

11. Beach Deed means that certain Deed made May 30June 4, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"

129. Board —means the Board of Trustees of the Incline Village General Improvement District.

130. Card and Card Holder, —Holder means the person who is in possession of is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.

141. Commercial —Tenant —means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more.

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15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.

162. Consanguinity —means a blood relationship.

173. County —means ~~the County of~~ Washoe County, Nevada.

184. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.

195. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).

20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States.

21.16- Family Tree —means a social unit consisting of people related to the property Owner —by marriage and to the —extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated hereathere at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.  
~~(See attached Exhibit A.)~~

2217- General —Manager means the person appointed by the Board of Trustees as the General Manager of the District.

23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.

24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.

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25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those

Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit "A", the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit "A", as provided in Article IV.

~~2618.~~ Owner —means any person/entity owning fee title to ~~athe Parcel within the District, property,~~ or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over ~~the Parcel~~ same for ~~the Owner himself, or~~ as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.~~ds, or on about June 1 of each year.~~

~~27.19.~~ Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, ~~or a single unit within a multi-family unit Parcel that contains more than one Dwelling Unit~~ residence as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.

~~280.~~ Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.

~~291.~~ Recreation and Recreation Facility —means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.

~~3022.~~ Recreation Punch Card means the transferable punch card for Recreation Privileges issued by the District to eligible ~~parcel~~ Parcel ~~Owners~~ for use by and/or their Assignees and Guests that can be used to pay some or all of access fees ~~the difference between the resident rate and the retail or nonresident rate for access to~~ 6 various District ~~Recreation F~~ facilities and bears a dollar face value established by the Board each fiscal year. ~~—A Guest may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner,~~

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as more fully described in Article VIII of this Ordinance. The District can sell ~~Additional Recreation Punch Cards to eligible parcel~~ Parcel Owners or assignees for their personal use as provided in Article XI, Paragraph 90 VIII, Item 69 herein only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.

(Note recommendation is to potentially change the name of the Recreation Punch Card.)

3123. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to ~~support finance~~ recreation services, programs and facilities.

3225. Recreation Privilege (~~means~~) means any privileges of recreation access or special rates afforded to Recreation Pass holders or Punch Card holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. ~~Beach Privileges are specifically limited as set forth in Article VII below. Golf Privileges are specifically limited as set forth in Article VIII below.~~

3326. Resident means any: ~~(i) Owner or Tenant of a residence or buildable or buildable residential lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant, who must have a lease of a property located within the District with a term of six (6) months or longer. individual maintaining residence within the boundaries of the District as constituted by law.~~

34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.

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35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

~~36.27-~~ Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. ~~so long as the assessment on that parcel is current. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of June 4, 1968, May 30, 1968 date), and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.~~

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~~37.28.~~ Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.

~~38.29.~~ Tenant/Resident Eligibility. ~~All residents are eligible for an assignment of recreation privileges, provided that they have proof of residency. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.~~

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39. Available Recreation Privileges. Every eligible parcel/Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

~~40.31.~~ Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) when accompanied by proof of ownership as set forth in Paragraph/Section 41.32 below; (c) and when signed by any Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this ordinance/Ordinance.

~~4132.~~ Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together ~~in one with one~~ of the following forms:

(a) Written copy of legal deed of title to the Parcel.

(b) Confirmation of ownership by the District of the Parcel from the County Assessor's office.

~~(c) Confirmation of ownership by the District from a local title company.~~

~~4233.~~ Proof of Residence. Proof of residence shall be made by submitting a in one, or more, of the following forms:

~~(a)~~ Written copy of legal lease signed by Parcel Owner and Tenant, or authorized ~~agent~~Agent, along with written certification on the IVGID Assignment form signed by the Parcel Owner representing that the Assignee is a Tenant, together with one or more of the following forms:-

~~(a)~~ Valid Nevada Driver's License indicating current street address within the District.

~~(b)~~ Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bills in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.

~~(d)~~ Valid Washoe County, Nevada, voter's registration card.

(d) All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.

~~4334.~~ Proof of Commercial Tenancy. Proof of commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Parcel Owner, or authorized agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Commercial Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iii) proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident). Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

~~4435.~~ Application Acceptance. Application will not be accepted on any Parcel if another valid Parcel Owner or resident Ap application already exists on that ~~parcel~~Parcel. Any A application will expire with a change of ownership, residency or tenancy where no party listed on the

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application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience. Additionally, any prior Recreation Punch Cards that have been issued to a prior Owner in a fiscal year, will not be reissued by the District to the new Owner until the next fiscal year.

4536. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, r shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.

46.37. Application Amendment. —To update information on the Application, an approved Application may be amended by any verified Owner of the Pparcel, whether or not that Owner signed or submitted the original Application form.

#### ARTICLE V. ASSIGNMENT OF PRIVILEGES

4738. Assignment Procedures. Assignment —of Recreation Privileges will be accepted when filed on the District Assignment Form and —when accompanied by an approved application~~approved application~~, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. ~~or any listed owner's designated agent.~~ The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When —there is an Assignment of Recreation Privileges, the Parcel~~property~~ Owner and Assignor must agree to~~shall~~ be jointly and severally liable with Assignee(~~s~~) respecting any sums of money Assignee(~~s~~) owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for~~including~~ the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. —If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience

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4839. Agent Designation —Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible

for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.

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

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~~491. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any parcel/Parcel, if another valid and outstanding Assignment already exists on that parcel/Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as owner/an Ownership of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.~~

~~5042. Privileges Assignable - Residential Parcels. Every eligible residential parcel/Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance.resident, or resident's eligible family member.~~

~~5143. Privileges Assignable -- Commercial -- Parcels. Every eligible commercial parcel/Parcel may receive any combination of up to five (5)Cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident.~~

~~5244. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's or agent's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's~~

Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.

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5345. Assignment Amendments. —To update information, the Assignment may be —amended, and may only be amended, by the person signing the original Assignment form. —Provided, however, that any Owner listed on the approved application or a designated agentAgent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

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

5446. An IVGID Recreation Pass, subject to the other conditions and restrictions of this ~~recreation pass~~Ordinance, provides the Pass Holder:

- ~~a. free admission to all District-owned beaches; and~~
- a.b. reduced season pass rates, at District-owned ski, and tennis facilities; and
- be. reduced daily rates at District-owned golf, ski and tennis facilities; and
- cd. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
- de. reduced daily rates at the District-owned Recreation Center; and
- ef. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
- f. g. watercraft launching access at the District-owned boat ramp, for a fee; and
- gh. The ability to bring guestGuest(s)~~—access~~ to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
- hi any other Recreation Privileges determined by the Board.

5547. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.

5648. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:

- a. the stated expiration date has been exceeded; or

b. the ~~parcel~~Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or, ~~or~~

c. the IVGID Recreation Ppass is withdrawn or reassigned to another individual by the Oowner or his agentAgent; or

d. payment of the District Recreation Fee is delinquent, or

e. the IVGID Recreation Ppass is voided pursuant to this ordinanceOrdinance; or-

f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.

5749. No Ability to Transfer IVGID Recreation Passes. ~~All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph 49 of this Ordinance 7 will result in immediate sanctions against the offending Parcel Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year, or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager, in his sole and absolute discretion.~~

580. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Ppass Hholder to:

a. renews his/her pass on or before the expiration date shown on the pass;

b. report lost, stolen, or destroyed passes;

c. returns all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;

d. be responsible for the conduct of his/her Gguests and Assigns, and to inform Guests and Assigns and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assigns with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's the guests' use of the District's Recreation Ffacilities, or the guests' presence in, or at, or use of the Recreation Ffacilities.

e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.

591. Lost/Stolen IVGID Recreation Pass. A charge of ~~\$15.00~~ per Cardpass, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.

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6052. Reassignment —Fee. —Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the ~~parcel~~Parcel on which the pass is issued changes title; ~~or~~ (b) the passholder is deceased, ~~;~~ and (c) ~~other circumstances that the Director of Parks & Recreation deems appropriate.~~ In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, of \$15.00 per pass assessed to the ~~parcel~~Parcel Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.

6153. Ownership —Transfer —Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, of \$25.00 per parcel will be assessed to the new Owner of a ~~parcel~~Parcel if the IVGID Recreation Passes issued on the ~~parcel~~Parcel are not returned to the District when a property changes ownership.

ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES

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

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63. IVGID Recreation Pass Holders have unlimited access to the Beaches for themselves and may bring ~~an unlimited /limited number of~~ Guests to the Beach if the ~~passholder~~Guests accompany them and pay the District Beach Guest fee. Recreation Punch Cards may be given to Guests who may have Beach Access up to the total dollar credit on the Recreation Punch Card, and the Owner need not accompany such Guests. Each Guest accessing the Beaches shall pay the applicable Beach Guests access fee.

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64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Guest fee or if they ~~are~~Guestsare Guests accompanying an Owner at the entrance gate, and in compliance with the provisions of this Articles VII governing Guest Access. —The Beaches are not open to the public.

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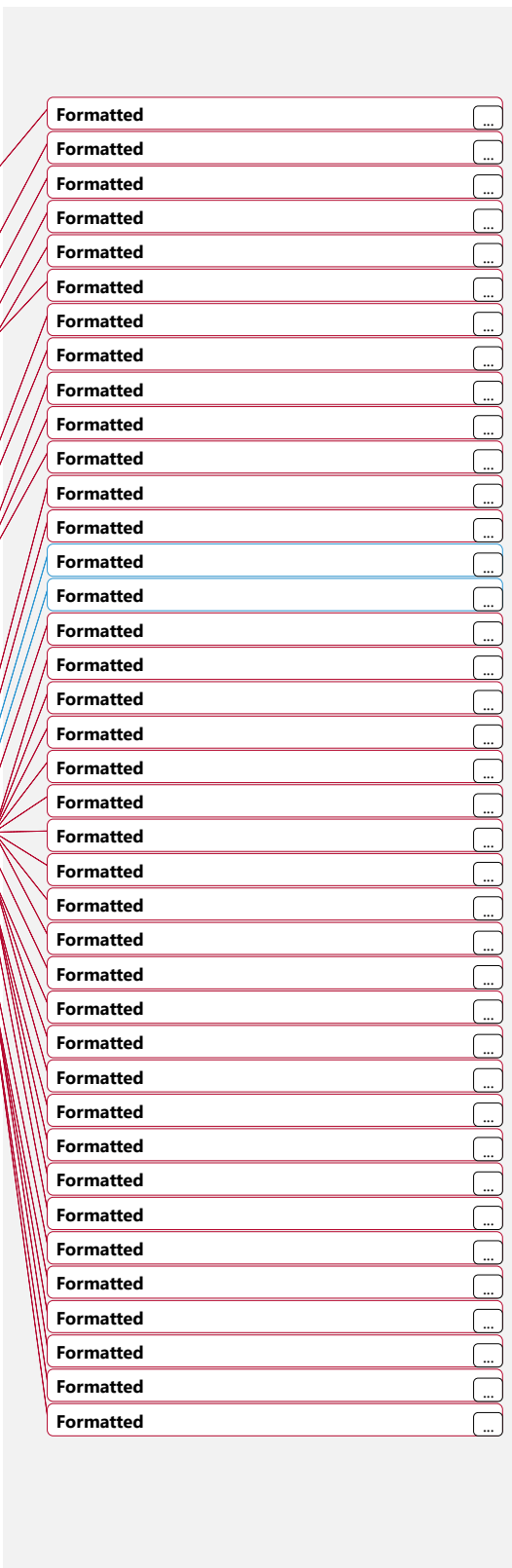
65. It is further the intent of the District to adopt provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Deed and for public safety and convenience of the District.

- a. Unless accompanied by a District Picture Pass Holder who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each person accompanying the recreation Punch Card.
- b. Trustees to discuss and consider requiring that all guests be present with an IVGID Pas Holder at the Beach gates to enter, regardless of whether or not the parcel owner or Guest have a Recreation Punch Card.
- c. The Committee recommends considering placing a limit on the total number of guests a Parcel and/or IVGID Picture Pass Holder can bring to the Beach during the peak season or, alternatively on a daily basis during peak season, except in the case of a reservation for a large group. This may be something that the district could implement after evaluating one to two years of revisions to the existing Ordinance on an "if needed" basis.

66. Parcels that were annexed to the District after June 4, 1968, <sup>(@</sup> should this be May 30, 1968?E, are NOT eligible for Beach Access, per deed restrictions listed on the Beaches.

67. Commercial Use of the Beaches. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Beach Privileges ~~to~~Privileges to customers or any person for remuneration or offering Beach Access or Beach Privileges as an inducement to a potential customer by a business or a business enterprise.

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



69. Marketing of Beach Access is prohibited. —No IVGID Recreation Pass Holder ~~or their Guests~~ shall market or authorize the marketing of Beach Access for any commercial ~~or personal~~ purposes or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder.

~~(Waiting to hear from attorney if reimbursement for Guest access fee only is permissible.)~~

ARTICLE ~~VIII~~<sup>VII</sup>. RECREATION PUNCH CARD

70~~5~~<sup>4</sup>. A Recreation Punch ~~—~~Card provides the cardholder with a face value of R~~e~~creation P~~r~~ivileges, determined by the Board, which may be applied toward:

a. ~~the difference between the resident rate and T~~he guest~~Guest~~ rate for daily B~~e~~ach A~~a~~ccess, 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~~<sup>and</sup>. (May change to reflect the ability to but down up to the entire rate per 70d)

~~c~~<sup>c</sup>. 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~~<sup>Board</sup>. (May change to reflect the ability to but down up to the entire rate per 70d)

d. To buy down up to the entire amount of an access fee to District Recreation Venues and Facilities and Programs.

71~~5~~<sup>5</sup>. Expiration Date. —Recreation Punch Cards shall have a term of one year beginning on June ~~May~~ 1. All Recreation Punch ~~—~~Cards expire on the 31<sup>st</sup> day of May ~~first April 30th~~ following the date of issuance, regardless of when issued during the course of that year.

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~~7256.~~ Transferability. —Recreation —Punch Cards are issued against the ~~parcel~~Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Cards. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7, subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.

~~7357.~~ Replacement. —Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted~~used up~~.

~~74.58-~~ Exchange —for Recreation Pass. —Once the Recreation Punch Card is used, it can be exchanged for a Recreation Pass only if all amounts that appear to be punched are paid for by the card holder and a \$15.00 invalidation fee is paid to the District. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District for a fiscal year, those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner. must be transferred by the prior Owner to the new Owner and the District is not involved in this transfer. Partially used Recreation Punch Cards already issued for a prior year cannot be turned in for new Recreation Punch Cards during the fiscal year, and to the extent that funds have been used on Recreation Punch Cards, no further funds will be added to those Recreation Punch Cards for the balance of the fiscal year.

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~~75.59-~~ Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.~~7~~

~~76.~~ Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards. ~~except as provided, in paragraph 58 hereof.~~

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#### ARTICLE IX. GUEST ACCESS.

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~~77.~~ District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.

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a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest

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rate (must be present with an IVGID Pass Holder, Hyatt rate and non-IVGID Pass Holder rate).

b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programing have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.

c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder, or if they have a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.

d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity.

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ARTICLE X. UNBUILDABLE LOTS

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

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

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80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as itwhich existed as of it existed in May 30, 1968. Except as set forth in the next paragraph 8174, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot, is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.

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

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ARTICLE XIVIII. GENERAL USE REQUIREMENTS

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

~~8261. IVGID Recreation Pass or Card Ownership. All Recreation Passes and Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Ppass holder. or card holder.~~

~~8362. Deed Restrictions. For clarity, Parcels annexed to the District after May, -30, 1968, are not eligible for District beach access as per deed restrictions listed on the Bbeach Deed. property.~~

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~~8463. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, eachThe Owner and IVGID Recreation Ppass Hholder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged: :~~

~~(a) the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,~~

~~(b)the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and~~

~~(c)the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests. or card holder assumes all risk of personal injury to himself and loss of, or damage to, his personal property resulting from use of the recreation facilities.~~

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~~8564. Fraudulent Use. False or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, providing false information in connection with the acquisition of an IVGID Recreation Pass or Punch Card; an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application, to the fact that an Applicant allegedly has a valid and enforceable lease when the applicant does not; or obtaining an Additional Pass for persons who are not Tenants and are outside of the Family Tree on Exhibit "A", will be grounds for voiding one, or more or all Rrecreation Pprivileges issued against the parcelParcel for a period of up to one year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action.~~

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Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

8665. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the parcel/Parcel for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder, including but not limited to issuing fines against Owners of up to \$\_\_\_\_\_ per incident. Because selling and otherwise allowing others to improperly use Recreation Privileges ~~this~~ is such a serious action with such serious adverse consequences to the District and others, ~~or~~, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

8766. Misconduct. Use of the District's facilities by any IVGID Recreation Ppass Hholder or Punch Ceard holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Ppass Hholder or Recreation Punch Ceard Hholder may be removed from the Recreation Venues and Ffacilities and/or his/her Recreation Pprivileges, including the immediate —confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or District ordinance; or
- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
- e. vandalism or any other form of property damage at Recreation Facilities; or
- f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or

g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and the boat launch at Ski Beach.

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

8867. Disciplinary Procedures for Misconduct.

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

b. Removal. ~~Under exigent circumstances, A~~ District employee may request that remove an userAlleged Violator leave from District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that, with or without the assistance of the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue. ~~Exigent circumstances include but are not limited to a threat of bodily harm, to him/herself or others, a risk of property damage, and/or a persistent refusal to obey the law and/or policies and procedures, or regulations of the District.~~

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

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

c. Suspension, Revocation, or Other Disposition.

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

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the claims and to explain the userAlleged Violator's position concerning the incident.

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

(b) Hearing. Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and RecreationDepartment Head and the userAlleged Violator, the Director of Parks and RecreationDepartment Head shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the userAlleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and RecreationDepartment Head may render his/her opinion orally or take the matter under submission. The Department Head-Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within fivetwo (52) business days following the hearing.

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

(d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the userAlleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within tentwo (102) business days of issuance of the written opinion.

(2) District General Manager. Within five-twenty (205) business days of the userAlleged Violator's notice of appeal letter, the General Manager shall hear the userAlleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the userAlleged Violator's assertions. The General Manager shall render his/her written decision within fivetwo (52) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole

or in part, the Department Head's decision. The General Manager shall advise the ~~user~~Alleged Violator in this written decision of the ~~user~~Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the ~~user~~Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ~~ten~~five (105) business days of issuance of the written opinion from the General Manager.

(3) Board of Trustees. The Board of Trustees shall hear the ~~user~~Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d)) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) ~~This hearing shall be attended by Also, at this hearing shall be the charging employee(s), the deciding Director of Parks and Recreation Department Head, and General Manager, and if requested by the District the District's counsel, to respond to the user~~Alleged Violator's assertions. ~~If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged.~~ The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

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

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

~~8968.~~ Other Issuance. ~~Save and except as provided in or required by the provisions of the Beach Deed, Nothing in this Ordinance does not apply to or shall prevent the discuss the District from issuing Recreation P privileges to employees or former Board members, or anyone else, in the past, present or future, as approved by the Board of Trustees, from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.~~

~~9069.~~ Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (Recreation5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may ~~do so by paying an additional fee as set by the Board, equal to one-fifth of the current~~

~~District Recreation Fee~~ for each IVGID Recreation Pass or Recreation Punch Card for the ~~parcel~~Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Ffamily Mmembers listed within~~the Family Tree, e inof the first degree of consanguinity, parcel owners on Exhibit "A". or residents.~~ Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31<sup>st</sup>) day of May~~first April 30<sup>th</sup>~~ following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Ccommercial parcel~~Parcels~~ and their Ttenants.

An application for Aadditional IVGID Rrecreation Ppasses or Additional Recreation Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses. ~~Additional IVGID Recreation Passes cannot be used to obtain an IVGID Recreation Pass for a Domestic Partners or any individual beyond the first degree of consanguinity.~~

9170. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.

9271. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of

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this ~~O~~rdinance and rules to specific people, ~~parcel~~Parcels, and circumstances. The day- to-day administration of this ~~O~~rdinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

ARTICLE ~~XIII~~X. AMENDMENTS

~~9372.~~ Modification of Privileges. —The ~~R~~ecreation ~~P~~rivileges issued under this ~~o~~rdinanceOrdinance shall be modified by the terms of any amendments to this ~~o~~rdinanceOrdinance subsequently adopted by the Board. Nothing in this ~~o~~rdinanceOrdinance shall be deemed to limit the Board's discretion to modify the terms of this ~~o~~rdinanceOrdinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and other ~~R~~ecreation ~~P~~rivileges outstanding, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.

~~9473.~~ Effective Date. The effective date of this ~~o~~rdinanceOrdinance was January 1, 1988is June 1, 2022. The terms of this ~~o~~rdinanceOrdinance applied to all ~~R~~ecreation ~~P~~rivileges that were outstanding on that date. The

~~95.~~ Director of Parks and Recreation is empowered to determine how to administer the application of this ~~o~~rdinanceOrdinance to existing privileges, except as set forth in Paragraph 96 below with respect to the application of this Ordinance to the Beaches and Beach Privileges.— The effective date of this amendment shall be June 1, 2022.~~March 26, 1998.~~ The Director of Parks and Recreation and the General Manager shall make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.

~~96~~ The Board shall set policy and direction on Beach Privileges, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.



FAMILY TREE

Add Domestic Partner to last level of Family Tree.

|

ATTACHMENT B -  
REDLINE VERSION  
WITH ALL CHANGES  
ACCEPTED

PROPOSED  
ORDINANCE 7 AS OF  
APRIL 13, 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**

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

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

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

**ARTICLE I. GENERAL PROVISIONS**

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

**ARTICLE II. DEFINITIONS**

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

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

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

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

Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.
8. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant. Assignee means the person to whom an Owner has assigned Recreation Privileges. Assignor is the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.
9. Beach Access means the rights and privileges of Parcel Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed dated May 30, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Parcel Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.
10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.
11. Beach Deed means that certain Deed made May 30, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"
12. Board means the Board of Trustees of the Incline Village General Improvement District.

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

13. Card and Card Holder, is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.
14. Commercial Tenant means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more.
15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.
16. Consanguinity means a blood relationship.
17. County means Washoe County, Nevada.
18. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.
19. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States.
21. Family Tree means a social unit consisting of people related to the property Owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.
22. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

(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

23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.
24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.
25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit "A", the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit "A", as provided in Article IV.
26. Owner means any person/entity owning fee title to a Parcel within the District, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
27. Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, or a multi-family Parcel that contains more than one Dwelling Unit as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.
28. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.



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

29. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
30. Recreation Punch Card means the transferable card for Recreation Privileges issued by the District to eligible Parcel Owners for use by their Assignees and Guests that can be used to pay some or all of access fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Guest may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in Article VIII of this Ordinance. The District can sell Additional Recreation Punch Cards to eligible Parcel Owners or assignees for their personal use as provided in Article XI, Paragraph 90 only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.
31. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
32. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to Recreation Pass holders or Punch Card holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Privileges are specifically limited as set forth in Article VII below. Golf Privileges are specifically limited as set forth in Article VIII below.
33. Resident means any:(i) Owner or Tenant of a residence or buildable lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant who must have a lease of a property located within the District with a term of six (6) months or longer.

(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

34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.
35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.

### **ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY**

36. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of *May 30, 1968*, and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.
37. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
38. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are

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

eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.

39. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

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

40. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 41 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.

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

- (a) Written copy of legal deed of title to the Parcel.
- (b) Confirmation of ownership of the Parcel from the County Assessor's office.

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

- (a) Valid Nevada Driver's License indicating current street address within the District.
- (b) Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.

(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

- (c) All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.
  
- 43. Proof of Commercial Tenancy. Proof of commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Parcel Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Commercial Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iv) proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident). Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.
  
- 44. Application Acceptance. Application will not be accepted on any Parcel if another valid Parcel Owner or resident Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.
  
- 45. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.
  
- 46. Application Amendment. To update information on the Application, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

**ARTICLE V. ASSIGNMENT OF PRIVILEGES**

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

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

47. **Assignment Procedures.** Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved application, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the Parcel Owner as Assignor must agree to be jointly and severally liable with Assignee respecting any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience
48. **Agent Designation.** Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.

(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

49. **Assignment Acceptance by District.** An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.
  
50. **Privileges Assignable - Residential Parcels.** Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance.
  
51. **Privileges Assignable – Commercial Parcels.** Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident.
  
52. **Assignment Approval.** Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.
  
53. **Assignment Amendments.** To update information, the Assignment may be amended, and may only be amended, by the person signing the original Assignment form. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

(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

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

54. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:
- a. reduced season pass rates, at District-owned ski, and tennis facilities; and
  - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
  - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
  - d. reduced daily rates at the District-owned Recreation Center; and
  - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
  - f. watercraft launching access at the District-owned boat ramp, for a fee; and
  - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
  - h. any other Recreation Privileges determined by the Board.
55. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.
56. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
- a. the stated expiration date has been exceeded; or
  - b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
  - c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
  - d. payment of the District Recreation Fee is delinquent, or
  - e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
  - f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.
57. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-

(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

transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph **49** of this Ordinance 7 will result in immediate sanctions against the offending Parcel Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.

58. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Pass Holder to:

- a. renew his/her pass on or before the expiration date shown on the pass;
- b. report lost, stolen, or destroyed passes;
- c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
- d. be responsible for the conduct of his/her Guests and Assigns, and to inform Guests and Assigns and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assigns with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.
- e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.

59. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.

60. Reassignment Fee. Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the passholder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, assessed to the Parcel



(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

Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.

61. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel are not returned to the District when a property changes ownership.

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

62. It is the intent of the District to adopt provisions under this Article VII to comply with the Deed dated June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property” Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.
63. IVGID Recreation Pass Holders have unlimited access to the Beaches for themselves and may bring Guests to the Beach if the passholder accompany them and pay the District Beach Guest fee. Recreation Punch Cards may be given to Guests who may have Beach Access up to the total dollar credit on the Recreation Punch Card, and the Owner need not accompany such Guests. Each Guest accessing the Beaches shall pay the applicable Beach Guests access fee.
64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Guest fee or if they are Guests accompanying an Owner at the entrance gate, and in compliance with the provisions of this Articles VII governing Guest Access. The Beaches are not open to the public.
65. It is further the intent of the District to adopt provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Deed and for public safety and convenience of the District.

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

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

- a. Unless accompanied by a District Picture Pass Holder who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each person accompanying the recreation Punch Card.
  - b. Trustees to discuss and consider requiring that all guests be present with an IVGID Pas Holder at the Beach gates to enter, regardless of whether or not the parcel owner or Guest have a Recreation Punch Card.
  - c. The Committee recommends considering placing a limit on the total number of guests a Parcel and/or IVGID Picture Pass Holder can bring to the Beach during the peak season or, alternatively on a daily basis during peak season, except in the case of a reservation for a large group. This may be something that the district could implement after evaluating one to two years of revisions to the existing Ordinance on an "if needed" basis.
66. Parcels that were annexed to the District after *May 30, 1968*, are NOT eligible for Beach Access, per deed restrictions listed on the Beaches.
67. Commercial Use of the Beaches. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Beach Privileges to customers or any person for remuneration or offering Beach Access or Beach Privileges as an inducement to a potential customer by a business or a business enterprise.
68. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited except as follows: (1) Commercial watercraft operations owners who are Parcel Owners and IVGID Recreation Pass Holders are allowed to launch boats for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder owns a boat which is stored at a local commercial business, and the local commercial business brings the boat and launches it for the IVGID Recreation Pass Holder's recreational use of the boat at any of the District's Beaches or picks up the IVGID Recreation Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who are IVGID

(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

Recreation Pass Holders, and who are paying the business to rent the boat hourly or daily, this is deemed a permissible non-commercial recreation activity for the benefit of the IVGID Recreation Pass Holder, not a commercial use for the commercial boat business.

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

### **ARTICLE VIII. RECREATION PUNCH CARD**

70. A Recreation Punch Card provides the cardholder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:

- a. The Guest rate for daily Beach Access, daily boat and jet ski launching; and
- b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and (May change to reflect the ability to but down up to the entire rate per 70d)
- c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board. (May change to reflect the ability to but down up to the entire rate per 70d)
- d. To buy down up to the entire amount of an access fee to District Recreation Venues and Facilities and Programs.

71. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31<sup>st</sup> day of May following the date of issuance, regardless of when issued during the course of that year.

72. Transferability. Recreation Punch Cards are issued against the Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Card. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7,

(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

subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.

73. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted.
74. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District , those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner.
75. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
76. Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

## **ARTICLE IX. GUEST ACCESS**

77. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.
  - a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest rate (must be present with an IVGID Pass Holder, Hyatt rate and non-IVGID Pass Holder rate.
  - b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programing have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.
  - c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder, or if they have

(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

- a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.
- d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity.

**ARTICLE X. UNBUILDABLE LOTS**

- 78. Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.
- 79. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of the lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.
- 80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.
- 81. Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

(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

**ARTICLE XI. GENERAL USE REQUIREMENTS**

- 82. IVGID Recreation Pass Ownership. All Recreation Passes are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Pass holder.
  
- 83. Deed Restrictions. For clarity, Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.
  
- 84. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, each Owner and IVGID Recreation Pass Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged:
  - a. the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,
  - b. the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and
  - c. the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests.
  
- 85. Fraudulent Use. False or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, providing false information in connection with the acquisition of an IVGID Recreation Pass or Punch Card; an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application, to the fact that an Applicant allegedly has a valid and enforceable lease when the applicant does not; or obtaining an Additional Pass for persons who are not Tenants and are outside of the Family Tree on Exhibit "A", will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to one

(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

year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

86. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.
  
87. Misconduct. Use of the District's facilities by any IVGID Recreation Pass Holder or Punch Card holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:
  - a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
  - b. violation of any law or District ordinance; or

(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

- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
- e. vandalism or any other form of property damage at Recreation Facilities; or
- f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or
- g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and the boat launch at Ski Beach.

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

88. Disciplinary Procedures for Misconduct.

- a. Incident Report. A District employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.
- b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.
  - (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
  - (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.



(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

c. Suspension, Revocation, or Other Disposition.

- (1) Department Head. Within a reasonable time, following receipt of an incident report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.
  - (a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.
  - (b) Hearing. Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within five (5) business days following the hearing.
  - (c) Decision. The Director of Parks and Recreation shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision;

(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

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

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

attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
  - e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.
89. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.
90. Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may do so by paying an additional fee as set by the Board, for each IVGID Recreation Pass or Recreation Punch Card for the Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Family Members listed within the Family Tree, on Exhibit "A". Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31<sup>st</sup>) day of May following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.

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

An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses.

91. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.
92. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. The day- to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

## **ARTICLE XII. AMENDMENTS**

93. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this

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

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

94. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.
95. The Director of Parks and Recreation is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph 96. below with respect to the application of this Ordinance to the Beaches and Beach Privileges. The effective date of this amendment shall be June 1, 2022. The Director of Parks and Recreation and the General Manager shall make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.
96. The Board shall set policy and direction on Beach Privileges, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.

ORDINANCE NO. 7

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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
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
24	Domestic Partner's Partner		34	Domestic Partner's Partner