The regular meeting of the Incline Village General Improvement District will be held starting at 6:00 p.m., on Wednesday, February 22, 2017 in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

A Meet and Greet reception will be held prior to the Board meeting at 5:30 p.m. – all members of the public are invited to attend.

A. PLEDGE OF ALLEGIANCE*
B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
C. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration.

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

D. APPROVAL OF AGENDA (for possible action)

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

-OR-

Incline Village General Improvement District
Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.
893 Southwood Boulevard, Incline Village, Nevada 89451 ● (775) 832-1100 ● FAX (775) 832-1122
www.yourtahoeplace.com
The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

E. PRESENTATIONS*

1. Debrief of first Quarterly Community Meeting held on February 15, 2017 at the Chateau (Face-to-Face with IVGID Trustees - Open House) - Communications Coordinator Misty Moga and District Clerk Susan Herron

F. GENERAL BUSINESS (for possible action)

1. Review, discuss and possibly set the date/time for April 25, 2017 at 6:00 p.m. for the public hearing on the proposed amendments to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4 “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District” that Includes the Utility Rate Increase (Requesting Staff Member: Director of Public Works Joe Pomroy) - pages 1 - 106

2. Review, discuss and possibly approve implementation of a three-tiered Season Pass sales initiative and rate structure for Diamond Peak Ski Resort’s 2017/2018 ski season (Requesting Staff Members: Director of Community Services Sharon Heider and Diamond Peak Ski Resort Manager Mike Bandelin) - pages 107 - 111

3. Review, discuss and comment on Service Level Options for three Community Service services for possible inclusion in Fiscal Year 2017/2018 budget (Requesting Staff Member: Director of Community Services Sharon Heider) - pages 112 - 117

4. Discussion on Policy Direction to the IVGID Representative (Trustee Matthew Dent) to the Nevada League of Cities on Property Tax Reform and Sanctuary Cities (Requesting Trustee: Chairwoman Kendra Wong) - pages 118 - 127

5. Review, discuss and possibly appoint a new member to the Audit Committee - Audit Committee Membership, Policy 15.1.0, Audit Committee (Requesting Trustee: Vice Chairman Phil Horan) - pages 128 - 130

G. DISTRICT STAFF UPDATE

1. General Manager Steve Pinkerton
   - Information Technology
   - Quarterly Dashboards
   - Monthly Financial Reports
   - Popular Reporting
H. REPORTS TO THE IVGID BOARD OF TRUSTEES*
   1. District General Counsel Jason Guinasso

I. BOARD OF TRUSTEES UPDATE (NO DISCUSSION OR ACTION) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

J. CORRESPONDENCE RECEIVED BY THE DISTRICT* - pages 131 - 136

K. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see Public Comment Advisory Statement above.

L. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (for possible action) - pages 137 - 139

M. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Thursday, February 16, 2017 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of February 22, 2017) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

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

/s/ Susan A. Herron, CMC
Susan A. Herron, CMC
District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

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

Notes: Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. Copies of the packets containing background information on agenda items are available for public inspection at the Incline Village Library.

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

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

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

SUBJECT: Review, discuss and possibly set the date/time for April 25, 2017 at 6:00 p.m. for the public hearing on the proposed amendments to Sewer Ordinance #2 "An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District" and Water Ordinance #4 "An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District" that includes the Utility Rate Increase

DATE: February 10, 2017

I. RECOMMENDATION

That the Board of Trustees makes a motion to set the date/time of April 25, 2017 at 6:00 p.m. for a public hearing for the proposed amendments to IVGID Sewer Ordinance No. 2, entitled "An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District" and IVGID Water Ordinance No. 4, entitled "An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District"

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #2, Finance; The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management. Under Objectives for 2015-17, it specifically states, Prepare a five-year projection of financial results and performance measures for operations, capital improvement and debt service as a part of budget deliberations.
III. **BACKGROUND**

At the February 8, 2017 District Board of Trustees Meeting, Staff conducted a Utility Rate Study presentation that presented the next five years of operating and capital expenses and the projected revenue needs to provide sufficient and stable revenue during that time period. The Utility Rate Study from the February 8, 2017 Board of Trustees Meeting is posted on the IVGID website and the reader can review that document and listen to the presentation. The purpose of this memorandum is to set the date for the public hearing and to publish the Ordinance 2 and Ordinance 4 amendments for viewing by the public prior to the Hearing.

The proposed utility rate increase is to raise water rates by 3.6% and sewer rates by 3.3% for a total utility rate increase of 3.4%. The rates are currently scheduled for an average 3.4% increase per year for five years as detailed in the Five Year Utility Rate Study that presented to the Board on February 8, 2017.

The modified Ordinance 2 and Ordinance 4 are included in the Board agenda packet with track changes. The new water and sewer charges, connection fees and miscellaneous fee schedules are included as new Exhibits A, B and C and the old Exhibits A, B and C are watermarked with an “X”. Ordinance language changes are also being proposed. These can be found in track changes in the Ordinance and are briefly summarize below.

**Sewer and Water Ordinance Amendments – Key Changes**

- Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on a single parcel will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Service that has both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation. Service that has both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.
Mixed Use Service: Mixed use parcels may install two separate water services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service.

Previously paid connection fees for service are non-refundable in all situations including reversion to acreage.

District Staff will publish the required notices in compliance with NRS 318.199 and have documents available for viewing by the Public at the Administration Office, at the Public Works Office and posted on the IVGID website. Customers will also be notified through the PW News that is made available to every utility account.

IV. FINANCIAL IMPACT AND BUDGET

The proposed utility rate increase is to raise water rates by 3.6% and sewer rates by 3.3% for a total utility rate increase of 3.4%. The rates are currently scheduled for an average 3.4% increase per year for five years as detailed in the Five Year Utility Rate Study that presented to the Board on February 8, 2017.

In 2016-17, total water and sewer revenues for Public Works are budgeted to be $11.22 million and are proposed to be $11.56 million in 2017-18 under this rate study. This is an increase in revenues of $340,000 from increased commodity sales, additional users and from the rate increase.

The utility rates are calculated from a rate model that determines the revenue needs to meet operating and capital expenses while maintaining prudent reserves. Once the revenue target is established, the water and sewer rates are adjusted to generate that revenue in the most equitable way possible. The revenue is also balanced among the various rate components to pay for fixed, variable and capital components.

The reserve balance is a critical fund to be managed in Public Works. The amount of the bonding will be adjusted to insure the reserve fund remains at a prudent balance while also considering the costs of borrowing, the economic conditions in Nevada and the susceptibility of the funds. The contributions to the reserve will be $1.8 million over the next five years.
Review, discuss and possibly set the
date/time for April 25, 2017 at 6:00 p.m. for the
public hearing on the proposed amendments
to Sewer Ordinance #2 “An Ordinance Establishing Rates, Rules and Regulations
for Sewer Service by the Incline Village General Improvement District” and Water Ordinance #4
“An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village
General Improvement District” that includes the Utility Rate Increase

With the 2012-13 budget year, Public Works began accumulating $2,000,000 per
year in savings for the construction of the Effluent Export Project. We expect to
have accumulated a total of $9,000,000 at the completion of critical pipeline
repairs to be completed in summer 2017. Funds collected for 2017-18 sewer CIP
will be utilized for the Effluent Export Storage Pond Lining Project and other
sewer projects. No funds will be accumulating for the Export Pipeline project in
2017-18 and the District will resume accumulating funds in future years.

V. BID RESULTS

Not applicable.

VI. ALTERNATIVES

Not set a date for the public hearing and keep Ordinance 2 and Ordinance 4 the
same and not increase water and sewer rates. This will have a long term
negative impact on the assets and financial health of the District. Water and
sewer systems have regulatory oversight so the District must meet operation and
infrastructure standards regardless of available funds.

VII. COMMENTS

The applicable Nevada Revised Statute is as follows.

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

1. The board of trustees of any district organized or reorganized under this
chapter and authorized to furnish sanitary sewer facilities pursuant to NRS
318.140 or to furnish water facilities pursuant to NRS 318.144 shall
establish schedules showing all rates, tolls or charges for services
performed or products furnished.

2. Whenever the board of trustees proposes to change any individual or joint
rate, toll, charge, service or product, or any individual or joint practice
which will affect any rate, toll, charge, service or product, the board of
trustees shall hold public hearings after 30 days’ notice has been given to
all users of the service or product within the district.
3. Notice shall be given by publication in a newspaper published in the county and if no such newspaper is published, then a newspaper published in this state which has a general circulation in the county. The notice shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear and the type used in the headline of such notice shall not be smaller than 18 point.

4. All users of the service or product shall be afforded a reasonable opportunity to submit data, views or arguments orally or in writing at the place, date and time specified in the notice, or at any subsequent place or time to which the hearing may be adjourned.

5. If, after public hearing, the board of trustees determines that the proposed action is required, the board shall adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished.

6. Within 30 days immediately following the effective date of such resolution, any person who has protested it may commence an action in any court of competent jurisdiction to set aside the resolution.

7. Within 30 days after the effective date of the resolution, the secretary of the district shall file a copy of the new schedules in the office of the district. The schedules shall be made available to any user of the service or product.

(Added to NRS by 1977, 541)

VIII. BUSINESS IMPACT

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or expansion of a business, and therefore does not require a Business Impact Statement.
ORDINANCE NO. 2

SEWER ORDINANCE

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

As Proposed for Adoption on April 25, 2017
Resolution No. _____
# Table of Contents

**ARTICLE 1 - GENERAL PROVISIONS**

1.01 Short Title ................................................................. 8
1.02 Enabling Statutes .......................................................... 8
1.03 Words and Phrases ......................................................... 8
1.04 Sewer System .............................................................. 8
1.05 Separability ................................................................. 8
1.06 Posting ......................................................................... 8
1.07 Relief on Application ..................................................... 8
1.08 Relief on Own Motion .................................................... 9
1.09 Violations and Penalties ............................................... 9
1.10 Ruling Final ............................................................... 9

**ARTICLE 2 - DEFINITIONS**

2.01 Additional Definitions .................................................. 9
2.02 Administrative / Customer Service Account Charge ................ 9
2.03 Agent .................................................................. 9
2.04 Applicant .................................................................. 9
2.05 Application ............................................................... 9
2.06 Average Month ........................................................... 10
2.07 Billing Period .............................................................. 10
2.08 Board .................................................................. 10
2.09 Building .................................................................. 10
2.10 Capacity Adjustment Factor .......................................... 10
2.11 Capital Improvement Charge ....................................... 10
2.12 Combined Sewer ......................................................... 10
2.13 Communal Sewer ......................................................... 10
2.14 Contractor ................................................................. 10
2.15 County ................................................................ 11
2.16 Customer ................................................................. 11
2.17 Customer Building Sewer ........................................... 11
2.18 Date of Presentation .................................................... 11
2.19 Director of Public Works ............................................. 11
2.20 District ................................................................ 11
2.21 District Engineer ........................................................ 11
2.22 Fixed Charge ............................................................. 11
2.23 Fixture Unit ............................................................... 11
2.24 General Manager ....................................................... 11
2.25 Inspector ................................................................. 12
2.26 Law .................................................................. 12
2.27 Main Extension/Capacity Enhancement ......................... 12
2.28 Metered Service ........................................................ 12
2.29 Outside Sewer ........................................................... 12

*Ordinance 2 - Sewer*
*As Proposed for Adoption on April 25, 2017*
2.30 Owner .................................................................................................................. 12
2.31 Permanent Service .............................................................................................. 12
2.32 Permit ................................................................................................................... 12
2.33 Person .................................................................................................................... 12
2.34 Premises ............................................................................................................... 13
2.35 Private Sewer ....................................................................................................... 13
2.36 Private Sewer Delivery System ........................................................................... 13
2.37 Publicly Owned Wastewater Treatment Plant/Treatment Plant ..................... 13
2.38 Sanitary Sewer ..................................................................................................... 13
2.39 Service Classifications ........................................................................................ 13
2.40 Service Connection .............................................................................................. 14
2.41 Service Size for Billing Purpose .......................................................................... 14
2.42 Sewer Main ........................................................................................................... 14
2.43 Storm Sewer ......................................................................................................... 14
2.44 Storm Water ......................................................................................................... 15
2.45 Variable Cost ........................................................................................................ 15
2.46 Waste .................................................................................................................... 15
2.47 Wastewater .......................................................................................................... 15

ARTICLE 3 - GENERAL RULES ............................................................................. 15

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

ARTICLE 4 - SEWER DEPARTMENT ................................................................... 17

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

Ordinance 2 - Sewer
As Proposed for Adoption on April 25, 2017
ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED ........................................... 19

5.01 Disposal of Wastes ........................................................................ 19
5.02 Treatment of Wastes Required ......................................................... 19
5.03 Unlawful Disposal ........................................................................ 20
5.04 Occupancy Prohibited .................................................................. 20
5.05 Sewer Required ........................................................................... 20

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE ...................... 21

6.01 Application .................................................................................. 21
6.02 Forms of Application .................................................................... 21
6.03 Undertaking of Applicant ................................................................. 21
6.04 Individual Liability for Joint Service .............................................. 21
6.05 Change in Customer’s Equipment or Operations ............................. 22
6.06 Special Cases ............................................................................ 22
6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments .................. 22
6.08 Establishment of Credit ................................................................ 22
6.09 Re-establishment of Credit ............................................................. 22
6.10 Amount to Establish or Reestablish Credit ...................................... 22
6.11 Applicability to Unpaid Accounts ................................................ 22
6.12 Return of Deposits ...................................................................... 23
6.13 Connection to System Required Within 540 Days of Application .......... 23
6.14 Changes in Use or Uses of Served Property ..................................... 23
6.15 Connection Charges ................................................................... 23

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

7.01 Application .................................................................................. 24
7.02 Investigation .............................................................................. 24
7.03 Ruling ....................................................................................... 24
7.04 District Lines ............................................................................. 24
7.05 District Extension ...................................................................... 24
7.06 Determination ............................................................................ 25
7.07 Refund Agreement ..................................................................... 25
7.08 Extension by Customer ................................................................. 25
7.09 Point of Connection .................................................................. 25
7.10 Additional Components Required .............................................. 25
7.11 No Obligation by District ............................................................. 25
7.12 All Costs to be Borne by Customer ............................................. 25

ARTICLE 8 - PUBLIC SEWER ........................................................................ 25

8.01 Extensions ............................................................................... 25
# ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.01</td>
<td>Permit Required</td>
<td>27</td>
</tr>
<tr>
<td>9.02</td>
<td>Construction Requirements</td>
<td>27</td>
</tr>
<tr>
<td>9.03</td>
<td>Size and Slope</td>
<td>27</td>
</tr>
<tr>
<td>9.04</td>
<td>Separate Sewers</td>
<td>27</td>
</tr>
<tr>
<td>9.05</td>
<td>Old Building Sewers</td>
<td>27</td>
</tr>
<tr>
<td>9.06</td>
<td>Cleanouts</td>
<td>27</td>
</tr>
<tr>
<td>9.07</td>
<td>Individual Sewage Pump Stations</td>
<td>28</td>
</tr>
<tr>
<td>9.08</td>
<td>Service Connections</td>
<td>28</td>
</tr>
<tr>
<td>9.09</td>
<td>Backflow Prevention Devices</td>
<td>28</td>
</tr>
<tr>
<td>9.10</td>
<td>Maintenance</td>
<td>28</td>
</tr>
<tr>
<td>9.11</td>
<td>Connection to Public Sewer</td>
<td>29</td>
</tr>
<tr>
<td>9.12</td>
<td>Protection of Excavation</td>
<td>29</td>
</tr>
<tr>
<td>9.13</td>
<td>Maintenance of Building Sewer</td>
<td>29</td>
</tr>
<tr>
<td>9.14</td>
<td>Testing</td>
<td>30</td>
</tr>
<tr>
<td>9.15</td>
<td>Modification of Time-Frame</td>
<td>30</td>
</tr>
</tbody>
</table>

# ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.01</td>
<td>Permit Required</td>
<td>31</td>
</tr>
<tr>
<td>10.02</td>
<td>Plans, Profiles and Specifications Required</td>
<td>31</td>
</tr>
<tr>
<td>10.03</td>
<td>Easements or Rights-of Way</td>
<td>31</td>
</tr>
<tr>
<td>10.04</td>
<td>Mitigation of Encroachments onto Easements and Rights of Way</td>
<td>32</td>
</tr>
<tr>
<td>10.05</td>
<td>Persons Authorized to Perform Work</td>
<td>32</td>
</tr>
<tr>
<td>10.06</td>
<td>Grade Stakes</td>
<td>32</td>
</tr>
<tr>
<td>10.07</td>
<td>Compliance with Local Regulations</td>
<td>32</td>
</tr>
<tr>
<td>10.08</td>
<td>Protection of Excavation</td>
<td>32</td>
</tr>
<tr>
<td>10.09</td>
<td>Design and Construction Standard</td>
<td>32</td>
</tr>
<tr>
<td>10.10</td>
<td>Completion of Sewer Required</td>
<td>33</td>
</tr>
</tbody>
</table>

# ARTICLE 11 - USE OF PUBLIC SEWERS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.01</td>
<td>Drainage into Sanitary Sewers Prohibited</td>
<td>33</td>
</tr>
<tr>
<td>11.02</td>
<td>Combined Sewers</td>
<td>33</td>
</tr>
<tr>
<td>11.03</td>
<td>Required Use of Grease Traps and Interceptors</td>
<td>33</td>
</tr>
<tr>
<td>11.04</td>
<td>Limitations on the Use of Garbage Grinders</td>
<td>34</td>
</tr>
<tr>
<td>11.05</td>
<td>Maintenance of Pretreatment Facilities</td>
<td>34</td>
</tr>
<tr>
<td>11.06</td>
<td>Preliminary Treatment of Wastes</td>
<td>34</td>
</tr>
<tr>
<td>11.07</td>
<td>Measurements and Tests</td>
<td>34</td>
</tr>
<tr>
<td>11.08</td>
<td>Types of Wastes Prohibited</td>
<td>35</td>
</tr>
<tr>
<td>11.09</td>
<td>Limitations on Wastewater Strength</td>
<td>35</td>
</tr>
<tr>
<td>11.10</td>
<td>Swimming Pools</td>
<td>36</td>
</tr>
<tr>
<td>11.11</td>
<td>Limitations on Point of Discharge</td>
<td>36</td>
</tr>
</tbody>
</table>

*Ordinance 2 - Sewer*

*As Proposed for Adoption on April 25, 2017*
11.12 Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments

ARTICLE 12 - PERMITS AND FEES

12.01 Permit Required
12.02 Application for Permit
12.03 Compliance with Permit
12.04 Agreement
12.05 All Work to be Inspected
12.06 Notification
12.07 Correction of Work
12.08 All Costs Paid by Owner
12.09 Outside Sewers
12.10 Permit Optional
12.11 Special Outside Agreements
12.12 Street Excavation Permit
12.13 Liability
12.14 Final Inspection

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge
13.02 Sewer System Repair Fund
13.03 Unimproved Parcels

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing
14.02 New Connections
14.03 Disconnection
14.04 Transfer of Ownership
14.05 Person Responsible for Payment
14.06 Billing Time
14.07 Penalties
14.08 Represents Lien on Property
14.09 Collection by Suit
14.10 Collection with Utility Charges of District
14.11 Discontinuance of Service upon Delinquency
14.12 Checks and Electronic Funds Transfers (EFT) not Honored by Bank
14.13 Service Charges
14.14 Outside Users
14.15 Multi-Unit Residential Accounts
14.16 Call-Out Service Charges
14.17 Disputed Bills
14.18 Policy for Appeal for Relief from Excessive Sewer Charges
ARTICLE 15 - DISCONTINUANCE OF SERVICE.......................................................... 43

15.01 Customer's Request for Discontinuance of Service ........................................ 43
15.02 Customers Request for Shut Off and Turn On of Service ................................ 43
15.03 For Nonpayment of Bills .............................................................................. 43
15.04 Liability for Bills ......................................................................................... 44
15.05 For Noncompliance with Rules .................................................................... 44
15.06 For Infiltration or Illegal Connections ......................................................... 44
15.07 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers .............................................................. 44
15.08 For Fraudulent Use of Service ...................................................................... 44
15.09 Restoration of Service ................................................................................ 44
15.10 Refusal to Serve ......................................................................................... 45

Exhibit A: Schedule of Sewer Service Charges ....................................................... 45
Exhibit B: Schedule of Sewer Connection Charges ............................................... 46
Exhibit C: Miscellaneous Fee Schedule ................................................................ 47
ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

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

1.02 Enabling Statutes

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

1.03 Words and Phrases

For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.04 Sewer System

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

1.05 Separability

If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

1.06 Posting

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

1.07 Relief on Application

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

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

1.09 Violations and Penalties

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any plumbing or permit the same to be done in violation of this code.

B. Penalties. Any person, firm, or corporation violating any provision of this code shall be penalized in accordance with the provisions of the applicable law. Each separate day or any portion thereof during which any violation of this code occurs or continues shall be deemed to constitute a separate offense.

1.10 Ruling Final

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

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions

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

2.02 Administrative / Customer Service Account Charge

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

2.03 Agent

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

2.04 Applicant

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

2.05 Application

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

Shall mean thirty (30) days.

2.07 **Billing Period**

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

2.08 **Board**

The Board of Trustees of the District.

2.09 **Building**

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

2.10 **Capacity Adjustment Factor**

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

<table>
<thead>
<tr>
<th>Water Service Size</th>
<th>Capacity Adjustment Factor (CAF)</th>
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<tr>
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</tr>
<tr>
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<tr>
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<tr>
<td>10&quot;</td>
<td>76.65</td>
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</table>

2.11 **Capital Improvement Charge**

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

2.12 **Combined Sewer**

A sewer receiving both surface runoff and wastewater.

2.13 **Communal Sewer**

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

2.14 **Contractor**

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

The County of Washoe, Nevada.

2.16 **Customer**

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

2.17 **Customer Building Sewer**

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

2.18 **Date of Presentation**

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

2.19 **Director of Public Works**

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

2.20 **District**

The Incline Village General Improvement District (IVGID).

2.21 **District Engineer**

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

2.22 **Fixed Charge**

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

2.23 **Fixture Unit**

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

2.24 **General Manager**

The General Manager of the District.
2.25 **Inspector**

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

2.26 **Law**

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

2.27 **Main Extension/Capacity Enhancement**

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

2.28 **Metered Service**

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

2.29 **Outside Sewer**

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

2.30 **Owner**

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

2.31 **Permanent Service**

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

2.32 **Permit**

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

2.33 **Person**

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

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

2.35 Private Sewer

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

2.36 Private Sewer Delivery System

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

2.37 Publicly Owned Wastewater Treatment Plant/Treatment Plant

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

2.38 Sanitary Sewer

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

2.39 Service Classifications

Shall be defined as follows:

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

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

B. Domestic Service: Service to a residential Customer.

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

B.C. **Mixed Use Service**: Mixed use service has commercial and residential services. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service.

C.D. **Industrial Service**: Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).

D.E. **Single Family Residential Unit**: A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

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

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

2.40 **Service Connection**

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

2.41 **Service Size for Billing Purpose**

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

2.42 **Sewer Main**

A pipe or conduit for carrying wastewater.

2.43 **Storm Sewer**
A sewer which carries storm surface, ground, and clear water.

2.44 **Storm Water**

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

2.45 **Variable Cost**

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

2.46 **Waste**

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

2.47 **Wastewater**

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

**ARTICLE 3 - GENERAL RULES**

3.01 **Rules and Regulations**

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

3.02 **Purpose**

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

3.03 **Violation Unlawful**

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

3.04 **Protection from Damage**

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

3.05 **Violation**
Any person found to be violating any provision of this or any other ordinance, rule or regulation of the District, except Article 3.08 hereof, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) working days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the Inspector of any defect arising in any sewer or of any violation of this ordinance, the person or persons having charge of said work shall immediately correct the same.

A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established a) by applicable Nevada law, b) by applicable rules and regulations of the Nevada Department of Environmental Protection and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.

B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

3.06 **Notices to Customers**

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

3.07 **Notices from Customers**

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

3.08 **Public Nuisance**

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

3.09 **Disconnection**

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

3.10 **Means of Enforcement Only**

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

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

3.12 Permits and Fees

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

3.13 Responsibility for Loss or Damage

A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied.

B. The person will be held responsible for damage to the District’s facilities and other property resulting from the use or operation of appliances and facilities on customer’s premises, including damage caused by steam, hot water, chemicals, electrical connections, grease sewer overflow or back-ups, etc.

C. Contractors, Owners’ agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement, or other compensation resulting from such damages.

D. The District assumes no responsibility for loss or damage due to sewage backup or overflow. The District merely agrees to furnish such capacity in its general collection system as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services; however, the District shall not be liable for shutdown or variations to the system that occurs without prior notice by the District.

3.14 Uniform Plumbing Code/ IAPMO

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

A. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.

B. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

ARTICLE 4 - SEWER DEPARTMENT

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

4.02 General Manager

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

4.03 Director of Public Works

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

A. Duties.

(1) The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.

(2) He shall regularly inspect all facilities related to the District sewer system, to see that they are in good repair and proper working order, and to note violations of any sewer regulations. He shall also perform the duties of sewer inspector.

(3) He shall set the design criteria for and provide approval of public and communal sewer systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.

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

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

4.04 Inspections

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

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

4.06 **Consolidations**

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

4.07 **Consequences of Denial of Entry or Access**

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

4.08 **Violation**

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

A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statutes or administrative code, b) Nevada Environmental Protection Division and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.

B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

**ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED**

5.01 **Disposal of Wastes**

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

5.02 **Treatment of Wastes Required**

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

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

5.04 **Occupancy Prohibited**

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

5.05 **Sewer Required**

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

A. **Manner of Connection and Service.** Prior to any connection to the public sewer, an approved permit for such connection shall be obtained and all fees paid in full for such connection.

(1) A condition for obtaining a permit shall be the approval of plans and specifications for the works to be served and conformance with the District’s requirement for construction of utilities for single family dwellings and small commercial projects.

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

(3) In all buildings in which the plumbing system is too low for gravity flow to the public sewer, wastewater carried by the building drain shall be lifted by pump or other means approved by the District and discharged to the Public Sewer at the expense of the Owner.

(4) Buildings served by private sewer delivery systems with the lateral connection below the manhole rim of the immediate upstream manhole of the public sewer shall provide at the Owner’s expense such protective devices as an approved backwater valve in the private sewer delivery system as may be necessary to protect Owner against flooding. The District shall not be responsible for any damages from flood or damages caused by flow to Owner’s buildings or property regardless of whether such facilities are located below the hydraulic grade line of the Public Sewer.

B. **Protection of Excavation.** All excavations for sewer installations shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, easements and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or other person or agency having jurisdiction.
C. Approval of Private Sewer Delivery System. Prior to any service, a representative of the District shall inspect the connection to the public sewer system, and prior to covering the private sewer delivery system shall determine compliance with approved plans and District specifications before authorizing any service. Noncompliance with plans or specifications shall be corrected prior to any service by the District.

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE

6.01 Application

A. Each Applicant for service shall be required to sign, on a form provided by the District, an application which will set forth:

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

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

6.02 Forms of Application

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

6.03 Undertaking of Applicant

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

6.04 Individual Liability for Joint Service

Two or more persons owning the same property who join in one application for service shall be jointly and separately liable for payment of bills and shall be billed by means of single periodic bills.
6.05 **Change in Customer's Equipment or Operations**

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

6.06 **Special Cases**

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

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

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

6.08 **Establishment of Credit**

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

A. Applicant owns the premises for which service is requested.

B. Applicant makes the deposit prescribed in Article 6.09.

C. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.

D. Applicant has been a Customer of the District and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been posted for or disconnected for nonpayment thereof.

6.09 **Re-establishment of Credit**

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

6.10 **Amount to Establish or Reestablish Credit**

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

6.11 **Applicability to Unpaid Accounts**

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

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

6.13 Connection to System Required Within 540 Days of Application

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

6.14 Changes in Use or Uses of Served Property

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

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

6.15 Connection Charges

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

A. Units Inside of District. Sewer connection fees are based on water service size for billing purposes and shall be charged as shown in Exhibit B. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed use service that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to
1.0 units, .59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

B. **Units Outside of District.** Persons desiring connection of property located outside the District to the sanitary sewer system of the District shall pay to the District a connection charge at the rate of one and one-half (1-1/2) times the charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.

C. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter sewer connection fees shall be charged equal to the fee for the upgraded meter size as described in Item A above minus the sewer connection fees for the existing water meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.

D. **Plan Check Fee.** Any person requiring approval of plans by the District, or desiring plan checking, shall pay to the District a plan checking fee as shown in Exhibit C. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for water, sewer, trash and irrigation concurrently. A plan check fee may be changed from time to time at the discretion of the Director of Public Works.

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

7.01 **Application**

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

7.02 **Investigation**

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

7.03 **Ruling**

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

7.04 **District Lines**

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

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

7.06 **Determination**

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

7.07 **Refund Agreement**

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

7.08 **Extension by Customer**

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

7.09 **Point of Connection**

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

7.10 **Additional Components Required**

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

7.11 **No Obligation by District**

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

7.12 **All Costs to be Borne by Customer**

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

**ARTICLE 8 - PUBLIC SEWER**

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

A. Extensions of collection lines and appurtenances to provide service to an Applicant will be made at Applicant's expense.

B. The cost of the extension and appurtenances will be based on the size of collection lines consistent with the service requirement specified by the District.

C. The size, type, quality of materials, and their location will be specified by the District. Construction will be by the District or other authorized agency or contractor.

D. All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Applicant. The Owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

E. Extensions and/or capacity upgrade financed by the Applicant shall be prorated to the number of possible users along the extension, and when any connection is made for which an advance has been made by an Applicant, then that portion used by another shall be refunded to the Applicant making the advance.

F. Refunds shall not be made to any Applicant exceeding the amount of the original advance. Upon termination of a ten (10) year period, any balance remaining of the advance shall become the property of the District.

G. All main extensions will become the property of the District immediately upon completion of construction and verification by the District of compliance with all rules, regulations and specifications required by the District and be operated and maintained by the District at its own expense.

H. Acceptance criteria shall include, but not be limited to the following:

1. Submittal to the District of a written application by record owner, or duly authorized agent acting on behalf of the owner, requesting a main line extension. This application shall contain the legal property description, Assessor’s Parcel Number, map or plan showing proposed extension and connection, easements or rights of way to be granted or procured,

2. Completion of the form established for the purpose intended for the extension of main lines,

3. Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,

4. Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,

5. Completion of all required testing to the satisfaction of the District, and
COMPLETION OF ALL APPROPRIATE LEGAL DOCUMENTATION INCIDENTAL TO THE TRANSFER OF OWNERSHIP TO THE DISTRICT;

I. All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.

J. District approval shall be based on compliance with all District ordinance rules, regulations and policies.

K. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

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

9.01 Permit Required

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer, building drain or building sewer; and appurtenances thereto or perform any work on any lateral or building sewer without first obtaining a written permit from the District. Any new construction, addition, remodel or demolition requiring issuance of a Washoe County building permit shall require written approval and final acceptance by a District Inspector.

9.02 Construction Requirements

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

9.03 Size and Slope

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

9.04 Separate Sewers

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

9.05 Old Building Sewers

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

9.06 Cleanouts

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

9.07 Individual Sewage Pump Stations

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

9.08 Service Connections

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

B. Building sewer connection to private sewer disposal system shall be made in accordance
with IVGID requirements to construct water and sewer and private communal utility
systems.

C. Building sewers shall not be constructed prior to District verification of existing connection
to public sewer.

D. The costs incurred for the construction of the above connection shall be the responsibility of
the record owner requesting such and the connection shall be at the location specified by the
District.

E. All water and sewer testing is required to comply with Federal, State and local regulations,
laws or ordinances and shall be at the expense of the Applicant.

F. When in the opinion of the Director of Public Works there is danger of sewer backup from
the public sewer, similar backwater devices must be installed and maintained at the owner's
expense.

9.09 Backflow Prevention Devices

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

9.10 Maintenance

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

A. **Connection point.** The connection of the Building Sewer and private sewer delivery system into the Public Sewer shall be made at a point where the Building Sewer intersects the property line if such Building Sewer is at a location acceptable to the District. All building sewers, in service or abandoned, are the responsibility of the property owner up to the point where the building sewer meets the main in any street or easement, including the connection point and all components. Abandoned sewer laterals shall be capped or removed so that they are no longer hydraulically connected to the sewer main.

B. **Location:** The location of all sewer connection points shall be approved by the District.

C. **Installation Standards:** The connection to Public Sewer shall be installed in accordance with all rules, regulations and standards of the District's Requirements to Construct Sewer and Water Service Lines.

D. **Connection Point:** All building sewers are the responsibility of the property owner to the connection at the main sewer in any public way or easement, including all components to make the connection.

9.12 **Protection of Excavation**

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

9.13 **Maintenance of Building Sewer**

A. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.

B. It is unlawful for any record owner of a house, building or property connected to a public sewer to maintain the private sewer delivery system or building sewer in a condition that is incapable of passing a test as specified in Section 9.14. Sewers are to be maintained free of defects that could potentially result in reduction of flow capacity, increase potential of overflows, or allow the infiltration of ground and/or surface waters into the sewer.

C. All private sewer delivery systems and building sewers, including lines serving residential, multiple residential and commercial connected to a public sewer shall be cleaned and tested as specified in Section 9.14 prior to completion of the following events:

1. Remodel or addition to a house, building or property served.
2. Installation or deletion of additional plumbing fixtures, building or property served.
3. Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
4. Repair or replacement of all or part of the building sewer or private sewer delivery system.
5. Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.
D. The record owner of any house, building or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in accordance with District policy for the inspection of the testing and cleaning. If conducted without such notice it shall not satisfy the requirements of this section. The Customer shall be liable for damages if lateral cleaning causes a sewage backup downstream as a result of materials dislodged by the cleaning operation. An inspector of the District shall be required to be on-site.

E. The Director of Public Works shall have the authority to waive the cleaning and testing requirements if testing was performed within a prior ten year period and the Director of Public Works determines that such testing is not necessary.

F. In the event that cleaning, testing, repair or replacement is required at a time when weather conditions or excavation restrictions prohibit such repairs, the Director of Public Works may defer completion of the requirements until such date as agreed upon between the record owner and the District. If the test is deferred, the record owner shall post a performance bond with the District in an amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the building sewer or private sewer delivery system. In such an event, the testing requirements shall be completed by June 15 of the following year.

G. If the property is being sold and weather conditions or excavation restrictions prohibit testing, the record owner shall escrow funds in the amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the private sewer delivery system. Funds held in escrow will not be released without written notice by the District to the title company holding such funds. If the testing requirements are not completed by the time set by the ordinance, the funds held in escrow shall be released to the District. The funds shall be used by the District for physical disconnection, testing, repair or replacement of the private sewer delivery system. Should such costs exceed the amount held in escrow, the difference shall be billed to the record owner.

H. In the event a private sewer delivery system or building sewer does not meet the standards set forth in Article 9.11, Subsection D and Article 9.14, the record owner shall complete corrective work and testing shall be performed within thirty days from the date of the original test.

I. A State of Nevada licensed contractor shall be responsible for the performance of all work connected with the cleaning and testing of private sewer delivery systems. If the record owner chooses to perform the cleaning and testing, he may do so by obtaining authorization from the District and by posting a bond in the amount specified in Exhibit C. Contractors and owners must post a certificate of insurance with the District showing property damage and public liability in an amount satisfactory to the District.

9.14 Testing

Testing shall be conducted in accordance with the most current adopted edition of the Uniform Plumbing Code, Washoe County ORANGE BOOK, and/or IVDID REQUIREMENTS TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS and IVDID REQUIREMENTS TO CONSTRUCT WATER AND SEWER SERVICE LINES. In the case of conflicting requirements, the District requirements shall prevail.

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

ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

10.01 Permit Required

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

10.02 Plans, Profiles and Specifications Required

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

10.03 Easements or Rights-of-Way

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

B. In order to preserve the health, safety and welfare of the residents of the District, and in order to comply with the Environmental Protection Agency's Safe Drinking Water Act/Surface Water Treatment Rule and the Clean Water Act and the intents and specifications thereof, the District requires and shall be allowed open and continuous access by its personnel over, across, through, and under all easement locations for normal and emergency operation of the District-wide infrastructure.

C. Types of obstructions restricted within easement areas include:

1) Residential site improvements, such as landscaping, lawn, flower beds, gardens, irrigation systems, outbuildings, secondary residences, fences, walls, gazebos, paving, and other site improvements and ancillary improvements associated therewith.

2) Primary residence, multi-family, commercial, industrial, public, special use buildings and lands and such ancillary improvements associated therewith, such as decks, carports, pools, gazebos, spas, parking and paved accesses, carports and garages, fences and detached outbuildings.

D. All natural and constructed obstructions in aforementioned rights of way shall be subject to the provisions set forth herein.
E. All new construction remodeling, restoration and further development on any parcel shall incorporate the provisions as set forth herein.

10.04 Mitigation of Encroachments onto Easements and Rights of Way

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

10.05 Persons Authorized to Perform Work

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

10.06 Grade Stakes

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

10.07 Compliance with Local Regulations

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

10.08 Protection of Excavation

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

10.09 Design and Construction Standard

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

10.10 Completion of Sewer Required

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

ARTICLE 11 - USE OF PUBLIC SEWERS

11.01 Drainage into Sanitary Sewers Prohibited

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

11.02 Combined Sewers

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

11.03 Required Use of Grease Traps and Interceptors

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

A. Capacity: Grease traps, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Grease traps and sand/oil separators shall be a minimum capacity as specified in the Uniform Plumbing Code.

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

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

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

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

11.04 **Limitations on the Use of Garbage Grinders**

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

11.05 **Maintenance of Pretreatment Facilities**

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

11.06 **Preliminary Treatment of Wastes**

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

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

11.07 **Measurements and Tests**

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

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

A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

B. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

C. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with proper operation of the treatment works.

D. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.

E. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the wastewater treatment plant.

F. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.

G. Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any septic tank sludge.

I. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydrating or electrolytic process).

11.09 Limitations on Wastewater Strength

No person shall discharge wastewater containing constituents in excess of:
11.10 Swimming Pools

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

11.11 Limitations on Point of Discharge

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

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

No person shall discharge to the public sewer by means of sewer line cleaning equipment as a scheduled maintenance operation or under emergency conditions without first contacting the District Utilities Department. In all cases a means of extracting solid material from the District mains at a manhole shall be required. Acceptable means of extraction shall be by trapping, vacuum equipment or other appropriate means, as approved by the District Engineer. Notification shall be provided in accordance with District policy, of any cleaning activity for an onsite inspection by the District.
ARTICLE 12 - PERMITS AND FEES

12.01 Permit Required

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

12.02 Application for Permit

A. Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Washoe County Building Department for that purpose. He shall give a description of the character of work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Inspector may require plans, specifications or drawings and such other information as he may deem necessary.

B. If the District determines that the plans, specifications, drawings, description or information furnished by the Applicant is in compliance with the ordinances, rules and regulations of the District, the Washoe County Building Department shall issue the permit applied for upon payment in full of the required fees to the District as hereinafter fixed.

12.03 Compliance with Permit

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

12.04 Agreement

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

12.05 All Work to be Inspected

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

12.06 Notification

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

12.07 **Correction of Work**

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

12.08 **All Costs Paid by Owner**

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

12.09 **Outside Sewers**

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

12.10 **Permit Optional**

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

12.11 **Special Outside Agreements**

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

12.12 **Street Excavation Permit**

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

12.13 **Liability**

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

12.14 Final Inspection

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

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge

A sewer capital improvement charge shall be billed to each residential, industrial and commercial sewer service as shown in Exhibit A.

13.02 Sewer System Repair Fund

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

13.03 Unimproved Parcels

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

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing

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

14.02 New Connections

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

14.03 Disconnection

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

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

14.05 **Person Responsible for Payment**

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

14.06 **Billing Time**

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

14.07 **Penalties**

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

14.08 **Represents Lien on Property**

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

14.09 **Collection by Suit**

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

14.10 **Collection with Utility Charges of District**

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

14.11 **Discontinuance of Service upon Delinquency**

Upon delinquency, the other utility service shall be discontinued until full payment of the dual charges and penalties thereon and the charges for reinstatement of service. Full charges will apply during the period of “Discontinuance of Service upon Delinquency.”
14.12 Checks and Electronic Funds Transfers (EFT) not Honored by Bank

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

14.13 Service Charges

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

14.14 Outside Users

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

14.15 Multi-Unit Residential Accounts

The base charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement base charge for a residential service, plus the administrative customer service account charge plus the variable charges in accordance with Exhibit A. Mixed use service that has been determined to be billed as residential will be billed one rate charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, examples: 58 fixture units, 1.45 and rounded to 1.0 units, 59 fixture units, 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

14.16 Call-Out Service Charges

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

(1) In the case of a dispute between a Customer and the District as to the correct amount of any bill rendered by the District for sewer service furnished to the Customer, the Customer will deposit with the District the amount claimed by the District to be due.

(2) Failure to Make Deposit. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the District that such deposit be made or service may be discontinued, shall warrant the District in discontinuing the service to the Customer without further notice.

(3) Resolution of Dispute. In the event of dispute between the Customer and the District respecting any bill, charge or service, the District shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the District or the Customer may make application to the Board of Trustees for adjustment of the complaint, and the District shall notify the Customer in writing or otherwise that he has the privilege of appeal to the Board.

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

14.18  Policy for Appeal for Relief from Excessive Sewer Charges

A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessive high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.

B. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high usage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to 75% of the sewer consumption caused by the leak that exceeds the seasonal monthly average. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the billing period(s) where relief is given will be excluded. This is the usage that is used to cap the residential customer’s summer sewer rate.

C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and I VGID Specifications.

D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time
allowable for relief is two consecutive months’ of consumption.

E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.

F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets or other issues that drain into the sewer system.

G. Excess water use or leaks resulting from accidental water use, the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

ARTICLE 15 - DISCONTINUANCE OF SERVICE

15.01 Customer’s Request for Discontinuance of Service

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

15.02 Customers Request for Shut Off and Turn On of Service

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

15.03 For Nonpayment of Bills

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

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

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

15.05 **For Noncompliance with Rules**

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

15.06 **For Infiltration or Illegal Connections**

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

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

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

15.08 **For Fraudulent Use of Service**

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

15.09 **Restoration of Service**

A. **During Regular Business Hours.** The District will endeavor to restore service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to make the reconnection on the next business day following the day the request is made.

B. **Other Than Regular Business Hours.** When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.
15.10 Refusal to Serve

A. Conditions for Refusal. The District may refuse an Applicant for service under the following conditions:

(1) If the Applicant for service is not within the boundaries of the Incline Village General Improvement District.

(2) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

(3) If the Applicant fails to comply with any of the rules as approved by the Board of Trustees.

(4) If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.

(5) Where service has been discontinued for fraudulent use, the District will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

(6) When the collection system or treatment facilities do not have capacity or the capability to receive and treat liquid waste without contamination of Lake Tahoe, or in violation of Federal, State and/or local government requirements.

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

Monthly sewer charges are the summation of the following components:

1. Fixed Charge = $16.52 X CAF (1) X number of units.
2. Administrative / Customer Service Account Charge = $3.45 per account.
3. Capital Improvement Charge = $29.86 X CAF (1) X number of units.
4. Variable Cost (2) = $2.90 per 1,000 gallons of water use [billed as sewer use charges]

(1) Capacity Adjustment Factor:

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<th>Service Size for Billing Purposes</th>
<th>CAF</th>
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(2) Residential Variable Cost:

Variable sewer costs for residential customers are based on monthly water use (see #4, above) as follows:
During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

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<td>$49.83</td>
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EXHIBIT A
Schedule of Sewer Service Charges

Monthly sewer charges are the summation of the following components:

5. Fixed Charge = $17.55 X CAF \(^{(1)}\) X number of units.
6. Administrative / Customer Service Account Charge = $3.65 per account.
7. Capital Improvement Charge = $30.25 X CAF \(^{(1)}\) X number of units.
8. Variable Cost \(^{(2)}\) = $3.00 per 1,000 gallons of water use.[billed as sewer use charges]

\(^{(1)}\) Capacity Adjustment Factor:

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<td>76.65</td>
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</table>

\(^{(2)}\) Residential Variable Cost:

Variable sewer costs for residential customers are based on monthly water use (see #4, above) as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

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

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<td>Capital rate (#3)</td>
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<tr>
<td>Administrative fee (#2)</td>
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<tr>
<td>Total Sewer:</td>
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**EXHIBIT B**

Schedule of Sewer Connection Charges
According to Water Meter Service Size

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<th>Water Service Size for Billing Purposes</th>
<th>Sewer Connection Charge</th>
<th>Sewer Retroactive Capital Improvement Charge</th>
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<td>1 inch</td>
<td>$4,660</td>
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<td>1 ½ inch</td>
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<td>2 inch</td>
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<td>3 inch</td>
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<td>10 inch</td>
<td>$213,800</td>
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EXHIBIT B
Schedule of Sewer Connection Charges
According to Water Meter Service Size

<table>
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<tr>
<th>Water Service Size for Billing Purposes</th>
<th>Sewer Connection Charge</th>
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<td>¾ inch</td>
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<td>$1,760</td>
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<td>1 inch</td>
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<td>1 ½ inch</td>
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## EXHIBIT C
Miscellaneous Fee Schedule

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<tr>
<td>Plan Check Fee</td>
<td>$85.00/hour</td>
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<tr>
<td>Inspections</td>
<td>$85.00/hour</td>
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<tr>
<td>Service Calls</td>
<td>$40.00 per half hour (half hour minimum) with equipment billed at cost.</td>
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<td>Sewage Drop-off at Treatment Plant</td>
<td>$50.00/1,000 gallons</td>
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<td>Administrative charge for check or fund transfer not honored by bank</td>
<td>$25.00/each</td>
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<tr>
<td>Posting Service Charge</td>
<td>$20.00/each</td>
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ORDINANCE NO. 4

WATER ORDINANCE

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

As Proposed for Adoption on April 25, 2017
Resolution No. ___
# TABLE OF CONTENTS

**ARTICLE 1 - GENERAL PROVISIONS**

1.01 Short Title .......................................................... 7
1.02 Enabling Statutes .................................................. 7
1.03 Words and Phrases .................................................. 7
1.04 Water System .......................................................... 7
1.05 Separability .......................................................... 7
1.06 Pressure Conditions ................................................. 7
1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs ................. 7
1.08 Tampering With District Property .................................... 7
1.09 Posting ............................................................... 8
1.10 Relief on Application .................................................. 8
1.11 Relief on Own Motion .................................................. 8
1.12 Penalty for Violation .................................................. 8
1.13 Ruling Final ............................................................ 8

**ARTICLE 2 - DEFINITIONS**

2.01 Additional Definitions ................................................. 8
2.02 Administrative / Customer Service Account Charge ................................................. 9
2.03 Agent ........................................................................ 9
2.04 Applicant ............................................................... 9
2.05 Application ............................................................... 9
2.06 Auxiliary Water Supply .................................................. 9
2.07 Average Month ........................................................... 9
2.08 AWWA ................................................................. 9
2.09 Billing Period ............................................................ 9
2.10 Board ................................................................. 9
2.11 Building ............................................................... 9
2.12 Capacity Adjustment Factor ............................................... 9
2.13 Capital Improvement Charge ............................................. 10
2.14 Contractor .............................................................. 10
2.15 County ................................................................. 10
2.16 Cross-Connection ........................................................ 10
2.17 Customer ............................................................. 10
2.18 Customer Service Line ............................................... 10
2.19 Customer Service Valve ............................................... 11
2.20 Date of Presentation .................................................... 11
2.21 Director of Public Works ................................................ 11
2.22 District ................................................................. 11
2.23 District Engineer ........................................................ 11
2.24 Excess Water Charge ................................................... 11
2.25 Fixed Charge ........................................................... 11
2.26 Fixture Unit ............................................................ 11
2.27 General Manager ........................................................ 11
2.28 House Piping .......................................................... 11
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
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<td>Service Connections</td>
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<td>Service Size for Billing Purpose</td>
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<td>Will-Serve Letter</td>
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**ARTICLE 3 - NOTICES**

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**ARTICLE 4 - WATER DEPARTMENT**

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<td>Director of Public Works</td>
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<td>Inspections</td>
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<td>Performance of Duties</td>
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<td>Consequences of Denial of Entry or Access</td>
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<td>Water Pressure and Supply</td>
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**ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE**

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<td>Form of Application</td>
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<td>Calculation of Fixture Units</td>
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<td>Undertaking of Applicant</td>
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<td>Payment for Previous Service, Special Assessments, Ad Valorem Taxes and Recreational Revenue Charges</td>
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<td>Installation Charges</td>
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<td>Installation of Services</td>
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<td>5.07</td>
<td>Changes in Customer's Equipment</td>
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<td>Size and Location</td>
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<td>Adjustment for Meter Errors - Under Registering</td>
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**ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION AND/OR CAPACITY ENHANCEMENT ARE REQUIRED**

**ARTICLE 7 - GENERAL USE REGULATIONS**

**ARTICLE 8 - METERS**
ARTICLE 9 - BILLING

9.01 Billing .................................................................................................................. 29
9.02 Meter Reading ..................................................................................................... 29
9.03 New Connections ............................................................................................... 30
9.04 Disconnection ..................................................................................................... 30
9.05 Transfer of Ownership ....................................................................................... 30
9.06 Person Responsible for Payment ......................................................................... 30
9.07 Penalties ............................................................................................................... 30
9.08 Represents Lien on Property ................................................................................. 30
9.09 Billing of Separate Meters Not Combined .......................................................... 30
9.10 Water Used Without Service Application Being Made ...................................... 30
9.11 Damages Through Leaking Pipes and Fixtures .................................................... 31
9.12 Policy for Appeal for Relief from Excessive Water Charges .............................. 31
9.13 Checks and Electronic Funds Transfers (EFT) not honored by Bank .............. 32
9.14 Collection by Suit ................................................................................................. 33
9.15 Collection with Other Utility Charges .................................................................. 33
9.16 Service Rates ....................................................................................................... 33

ARTICLE 10 - DISCONTINUANCE OF SERVICE

10.01 Customer's Request for Discontinuance of Service ........................................ 33
10.02 Customer’s Request for Shut Off and Turn On of Service ............................. 33
10.03 For Non-Payment of Bills ................................................................................. 33
10.04 Liability for Bills ............................................................................................... 35
10.05 Resumption of Service Charge ........................................................................ 35
10.06 Unsafe Apparatus ............................................................................................. 35
10.07 Cross-Connections ............................................................................................ 35
10.08 Fraud or Abuse ................................................................................................ 35
10.09 For Noncompliance with Rules ......................................................................... 35

ARTICLE 11 - PUBLIC FIRE PROTECTION

11.01 Use of Fire Hydrants ....................................................................................... 36
11.02 Hydrant Rental ................................................................................................ 36
11.03 Moving of Fire Hydrants ................................................................................. 36

ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE

12.01 Payment of Cost ............................................................................................... 36
12.02 Combined Systems Prohibited ....................................................................... 36
12.03 Use .................................................................................................................... 36
12.04 Water Used for Fire Fighting not to be Charged ............................................ 36
12.05 Water for Fire Storage Tanks ......................................................................... 36
12.06 Violation of Agreement .................................................................................... 36
12.07 Water Pressure and Supply ............................................................................ 36
12.08 Rules ................................................................................................................ 36
ARTICLE 13 - TEMPORARY SERVICE

13.01 Duration of Service
13.02 Deposit
13.03 Installation and Operation
13.04 Responsibility for Meters and Installations
13.05 Supply From Fire Hydrant
13.06 Unauthorized Use of Hydrants
13.07 Credit

ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION

14.01 Permit Required
14.02 Plans, Profiles and Specifications Required
14.03 Easements or Rights-of-Way
14.04 Persons Authorized to Perform Work
14.05 Compliance with Local Regulations
14.06 Protection of Excavation
14.07 Design and Construction Standard
14.08 Completion of Water System Required

ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE

15.01 Capital Improvement Charge
15.02 Duration
15.03 Unimproved Parcels

ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS

16.01 General Policy
16.02 Backflow Definitions
16.03 Requirements

ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS

17.01 General Policy

ARTICLE 18 - LANDSCAPING

18.01 Intent
18.02 Applicability
18.03 Requirements
18.04 Design and Construction Standards
18.05 Completion of Work Required

Exhibit A: Schedule of Water Service Charges
Exhibit B: Schedule of Water Connection Charges
Exhibit C: Miscellaneous Fee Schedule
ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

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

1.02 Enabling Statutes

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

1.03 Words and Phrases

For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.04 Water System

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

1.05 Separability

If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

1.06 Pressure Conditions

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

1.07 Maintenance of Water Pressure and Shutting down for Emergency Repairs

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

1.08 Tampering With District Property

No one except an employee or representative of the District shall at any time in any manner operate the meter curb stops, valves, or gate valves of the District's system; or interfere with meters or their connections, lock-out tags, meter stakes, street mains or other parts of the water system. Penalty for
violation of this section may be fined as shown in Exhibit C. Mainline tapping accepted with a State of Nevada “A” contractor's license issued by the Nevada State Contractors Board.

1.09 **Posting**

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

1.10 **Relief on Application**

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

1.11 **Relief on Own Motion**

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

1.12 **Penalty for Violation**

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

1.13 **Ruling Final**

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

**ARTICLE 2 - DEFINITIONS**

2.01 **Additional Definitions**

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

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

2.03 **Agent**

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

2.04 **Applicant**

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

2.05 **Application**

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

2.06 **Auxiliary Water Supply**

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

2.07 **Average Month**

Shall mean thirty (30) days.

2.08 **AWWA**

The American Water Works Association.

2.09 **Billing Period**

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

2.10 **Board**

The Board of Trustees of the District.

2.11 **Building**

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

2.12 **Capacity Adjustment Factor**

The relative flow of each water service size as compared to that of a ¾" service.
<table>
<thead>
<tr>
<th>Water Service Size</th>
<th>Capacity Adjustment Factor (CAF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;</td>
<td>1.67</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>3.33</td>
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<tr>
<td>2&quot;</td>
<td>5.33</td>
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<tr>
<td>3&quot;</td>
<td>10.00</td>
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<tr>
<td>4&quot;</td>
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<tr>
<td>6&quot;</td>
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</tr>
<tr>
<td>8&quot;</td>
<td>53.33</td>
</tr>
<tr>
<td>10&quot;</td>
<td>76.65</td>
</tr>
</tbody>
</table>

2.13 **Capital Improvement Charge**

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

2.14 **Contractor**

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

2.15 **County**

The County of Washoe, Nevada.

2.16 **Cross-Connection**

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

2.17 **Customer**

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

2.18 **Customer Service Line**

All piping between the house piping and the service connections.
2.19 **Customer Service Valve**

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

2.20 **Date of Presentation**

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

2.21 **Director of Public Works**

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

2.22 **District**

Incline Village General Improvement District (IVGID).

2.23 **District Engineer**

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

2.24 **Excess Water Charge**

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

2.25 **Fixed Charge**

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

2.26 **Fixture Unit**

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

2.27 **General Manager**

Is the General Manager of the District.

2.28 **House Piping**

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

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

2.30 **Law**

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

2.31 **Main Extension and/or Capacity Enhancement**

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

2.32 **Meter Curb Stop**

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

2.33 **Metered Service**

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

2.34 **Owner**

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

2.35 **Permanent Service**

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

2.36 **Permit**

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

2.37 **Person**

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

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

2.39 **Private Communal Water System**

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

2.40 **Public Service Recreation**

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

2.41 **Regular Water Service**

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

2.42 **Service Classification**

Shall be defined as follows:

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

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

B. **Domestic Service:** Service to a residential Customer.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.
H.C. Mixed Use Service: Mixed use service has commercial and residential service. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service.

G.D. Industrial Service: Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).

H.E. Irrigation Service: Service to Customers for agricultural, floricultural or horticultural use shall be billed as a commercial service.

H.F. Private Fire Protection Service: means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefore.

H.G. Public Fire Protection Service: means the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

G.H. Single Family Residential Unit: A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

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

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

2.43 Service Connections

The point of connection is where the Customer's service line connects with the District's water meter. If the water meter is at a location other than the property line or easement boundary, the point of connection is where the customer's piping connects to the District water supply piping at the property line or easement boundary. The water meter is the property of the District and may be placed at a location other than the property line or easement boundary for the convenience of the District. For unmetered connections such as fire hydrants the point of connection is where the Customer's piping connects with the District water supply piping at the property line or easement boundary. The customer owns the water service connection.
The pipeline and appurtenant facilities such as the meter curb stop, meter and meter box, all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service connection.

2.44 Service Size for Billing Purpose

Water service size for billing purposes is a single size even when compound water meters are used. The water service size for billing purposes is determined by correlating the calculated demand for the customer service connection using the Uniform Plumbing Code or from standard engineering practice to a standard water meter flow rate capacity. This calculated water service size for billing purposes may vary from the actual meter size installed because certain site conditions necessitate the installation of a larger meter than required by the flow capacity and/or modern turbo meters span a very large range of flow rates.

2.45 Temporary Water Service

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

2.46 Variable Cost

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

2.47 Water Main

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

2.48 Water Waste

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

2.49 Will-Serve Letter

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

ARTICLE 3 - NOTICES

3.01 Notices to Customers

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

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

ARTICLE 4 - WATER DEPARTMENT

4.01 Creation

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

4.02 General Manager

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

4.03 Director of Public Works

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

A. Duties. The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.

(1) He shall regularly inspect all physical facilities related to District Water System, to see that they are in good repair and proper working order, and to note violations of any water regulations. He shall also perform the duties of water inspector.

(2) He shall set the design criteria for and provide approval of public and communal water systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.

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

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

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

4.05 **Performance of Duties**

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

4.06 **Consequences of Denial of Entry or Access**

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

4.07 **Violation**

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

A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by

1. Applicable Nevada statutes or administrative code;
2. Nevada Environmental Protection Division and the District, and
3. By such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.

B. **Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be separate violation.

4.08 **Water Pressure and Supply**

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

ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE

5.01 Form of Application

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

5.02 Calculation of Fixture Units

The number and type of fixture units shall be as defined in the Uniform Plumbing Code as adopted herein, with the exception of exterior landscaping irrigation systems. The fixture unit charge for exterior landscaping irrigation systems will only be assessed upon application for an irrigation meter. Other interpretations or calculations of fixture unit counts for fixtures not listed in the Uniform Plumbing Code shall be at the discretion of the General Manager or his designee.

5.03 Undertaking of Applicant

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

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

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

5.05 Installation Charges

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

5.06 Installation of Services

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

5.07 Changes in Customer's Equipment

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

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

5.09 Meter Curb Stop

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

5.10 Domestic, Commercial and Industrial Service Connection

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

A. **Separate Building.** Each house or building under separate ownership must be provided with a separate service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection, an additional minimum base rate will be applied to the single meter serving said houses, or a separate service connection may be provided for each building. The Board reserves the right to limit the number of houses or the area of land under one ownership to be supplied by one service connection.

B. **Single Connection.** Not more than one service connection for domestic or commercial supply shall be installed for one building, except as approved by the District.

C. **Different Owners.** A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.

D. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters and each other lot or parcel of land shall require a new service connection and metering device.

E. **Multiple Service.** A Common Interest Community or Condominium Hotel which consists of two or more assessors' parcels and will be managed by an Association shall install and maintain one service connection and metering device, provided, however, the District may limit the number of dwelling units that may be supplied through one service connection or device. A Common Interest Community, which consists of two or more assessors' parcels and is not or will not be managed by an Association, shall install and maintain a separate service connection and metering device to each dwelling unit within the development. A Common Interest Community or Condominium Hotel managed by an Association may elect, at their cost, to have installed and maintained a separate service connection and metering device for each dwelling unit within the development. In all cases, the Common Interest Community or Condominium Hotel shall be responsible for securing to the District all access easements the District deems necessary, prior to connection to the District's water system.
5.11 **Service Connections**

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

5.12 **Individual Liability for Joint Service**

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

5.13 **Special Cases**

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

5.14 **Water Used Without Service Application Being Made**

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

5.15 **Connection to System Required Within 540 Days of Application**

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

5.16 **Changes in Use or Uses of Served Property**

Any changes in the use or uses of properties served by regular water service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service; modifying a residence to accommodate more single family units than were approved, changes to irrigation systems, or such other changes that would similarly change the character of the building and/or grounds. Such changes in use shall be subject to the Connection Charge as contained in Article 5 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be considered to have been made in conflict with Article 9.09 and subject to the same corrective measures.
Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

5.17 General

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

5.18 Connection Charge

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

A. Units Inside of District. Water connection fees shall be charged as shown in Exhibit B. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed use services that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number. Example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one)

B. Fire Protection. There are no connection fees for fire protection.

C. Units Outside of District. Persons desiring connection of property located outside the District to the water system of the District shall pay to the District a connection charge at the rate of one and one-half (1½) times the minimum charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.

D. Remodeling Connection Charges. If remodeling necessitates upgrade of the water meter connection fees shall be charged equal to the fee for that meter size as described in Item A above minus the water connection fee for the existing meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.
E. **Plan Check Fee.** In accordance with the District's most recently adopted revision of the Uniform Plumbing Code, a plan check fee shall be required for all plans requiring the District's approval. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for both water and sewer considerations concurrently. Only one plan check fee is collected per set of drawings, even if both water and sewer systems are affected. Plan check fees shall be invoiced at a rate as shown in Exhibit C, and are subject to change from time to time at the discretion of the Director of Public Works.

F. **Inspection Fee.** Inspection fees shall be at rate as shown in Exhibit C.

5.19 **Subdivisions**

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

B. **Contents.** The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the final map, and of the plans, profiles and specifications for the street work therein.

C. **Investigation.** Upon receiving the application, the District Engineer shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefore.

D. **Specifications and Construction.** The size, type and quality of materials and location of the lines shall be specified by the Water Department and the actual construction will be done by the Water Department or by a contractor acceptable to it, supervised and inspected by the District.

E. **Adjustment.** Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, and any excess shall be refunded and any shortage will be paid to the District.

F. **Property of District.** All facilities shall be the property of the District and the total amount of credits and refunds shall not exceed the original deposit.

G. **Connections.** The subdivider shall, at his cost, provide all connections to houses constructed by him, as herein provided.

H. **Plan Checking Fee.** Any person requiring approval of plans by the District, or desiring plan checking shall pay to the District the following fee or fees. Plan checking fees shall be invoiced at a rate as shown in Exhibit C. If any portion of the plans after being checked is required to be redrawn or rechecked, the Applicant shall pay additional plan check fees.

5.20 **Will Serve Letters**

A. **Standards for Granting or Denial of Requests for "Will-Serve" Letters.**

(1) No "will-serve" letters shall be issued by the District for any project if, in the judgment of the Board, it is likely that the District will be unable to permit the project to be connected to the District's water system when application is made for connection. In
making this determination, the Board shall take into account the estimated amount of water that will be required to serve the entire project at full development, the additional connections the District is likely to have made to its water system before application for connection for the project can properly be made, and the amount of water the District is likely to have available at that time.

(2) No "will-serve" letters shall be issued for any project if, in the judgment of the Board, the effect of permitting the project to be connected to the District's water system is that it will be likely to prevent others who have already obtained "will-serve" letters from the District, and who have proceeded with the development of their projects without unreasonable delay, from being able to have their projects connected to the District's water system. In making this determination, the Board shall take into account the projects for which such letters are outstanding, the current status of those projects, and the dates on which "will-serve" letters were issued by the District with respect to those projects.

B. **Effect of "Will-Serve" Letter.** The issuance of a "will-serve" letter by the District or previously paid connection fees shall not obligate the District to reserve a connection for the project for which the letter has been issued, nor shall it confer any special preference or entitlement for connection to or service from the District. This section is declarative of the District's existing policy and practice with respect to "will-serve" letters.

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

(1) Requests for "will-serve" letters shall be considered by the Board on a case-by-case basis. Any person requesting a "will-serve" letter from the District shall submit a written request therefore to the District. The request shall include the following information:

a. It shall identify by name, mailing address and telephone number the person requesting a "will-serve" letter from the District.

b. It shall identify by lot, block, subdivision, assessor's parcel number, and service address, the property with respect to which the "will-serve" letter is requested.

c. It shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.

d. It shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.

e. It shall disclose the anticipated starting and completion dates for the construction of the project.

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

(1) Applications for connections shall be considered by the District on a first-come, first-served basis without reservation. Except as otherwise expressly provided herein and in subparagraphs B through C of this Section, applications shall be entitled to priority based on the date the application is filed and all applicable District connection fees are paid; provided, however, that notwithstanding the foregoing or any other provision of this Ordinance No. 4, approval of an application shall continue to be effective only if the applicant commences construction within one hundred eighty (180) days unless the District grants an extension of time. Time extensions may be granted where the applicant shows the delay in commencement of construction has been caused by an occurrence beyond his control and which is not attributable to his fault or neglect. All
applicants shall be required to complete construction within the time limit set forth in Article 5.14 of this Ordinance.

(2) Applications for connections shall not be granted unless the District has sufficient water to serve the connection without substantial risk of impairing service to existing customers. In making its determination, the impact of any required water conservation practices shall be taken into account.

(3) Notwithstanding subparagraphs above, this Section shall not be construed to prohibit the District from granting an application to any applicant who assigns to the District water rights to a quantity of water equal to the projected water demand of the requested water service.

E. Required Assignment of Water Rights.

(1) In addition to compliance with all other standards for granting applications for connections, all applicants shall be required to assign to the District any and all water rights for the parcel which may be used to help meet the projected water demand of the applicant's project.

(2) All applicants for multi-family residential, tourist accommodation unit, public service and commercial developments are required to assign water rights to IVGID in an amount sufficient to support the proposed development as a condition of project approval (i.e., issuance of will serve letter, sign off on condo plat, approval of plans, etc.) Water rights assigned to IVGID as a condition of project approval will not revert back to the applicant that assigned these rights. All assignment of water rights to IVGID shall be completed and approved by State's Engineers Office prior to IVGID approval of final plans. Water rights shall be dedicated to IVGID with the appropriate permit conditions as defined by the Director of Public Works.

F. Procedure for Consideration of Applications for Connections.

(1) Applications for Single Family Residential connections shall continue to be processed by staff. All other applications for connections shall be considered by the Board on a case-by-case basis. Applications to be considered by the Board shall be made on the District's regular application form and shall include the following additional information:

(2) The Applications shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.

(3) The Application shall state the number of any residential units, and the approximate number of square feet and the type of use of any commercial space to be included in the project.

(4) The Application shall disclose the anticipated starting and completion dates for the construction of the project.

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

6.01 Application for Main Extension and/or Capacity Enhancement

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

A. Application. Any owner of one or more lots or parcels, or subdivider of a tract of land, desiring the extension of one or more water mains to serve such property, shall make a
written application therefore to the District, said application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District, and be accompanied by a map showing the location of the proposed connections.

B. **Investigation.** Upon receipt of the application, the Director of Public Works shall make an investigation and survey of the proposed extension and/or enhancement and shall report his finding to the Board, including the estimated cost thereof.

C. **Ruling.** The Board shall thereupon consider said application and report, and after such consideration, reject or approve it.

D. **District Lines.** All extensions thus provided for, in accordance with those regulations, shall be and remain the property of the District.

E. **Dead-End Lines.** No dead-end lines shall be permitted, except at the discretion of the District Engineer, and in cases where circulation lines are necessary they shall be designed and installed by the Water Department as a part of the cost of the extension.

**6.02 General**

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

**6.03 Determination**

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

**6.04 Refund Agreement**

A. Any property owner who shall subsequently apply for a permit to connect to said main extension and/or capacity enhancement shall pay to the District his proper pro rata of the cost thereof, the amount of which shall be determined by the Director of Public Works. The amount so paid shall be refunded by the District to the original applicant.

B. Upon termination of a ten (10) year period, any pro rata share shall become the property of the District.

**ARTICLE 7 - GENERAL USE REGULATIONS**

**7.01 Number of Services per Premises**

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

A. No Customer shall knowingly or negligently cause water waste within the District service area. Where water is wastefully or negligently used on a property, the District may discontinue the service if such conditions are not corrected within 72-hours after giving notice to the customer, owner or designated property manager.

B. If service is disconnected due to failure to stop the waste, a turn-off fee (service call) will be charged. If the violation occurs again, the service may be disconnected and may not be restored until corrections are made to stop the waste. Continued violations may result in continued turn-offs. Fees and penalties are shown in Exhibit C.

7.03 Responsibility for Equipment on Customer Premises

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

7.04 Damage to Water Distribution System

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

7.05 Ground Wire Attachments

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

7.06 Customer Service Valve on the Customers Property

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

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

7.08 **Service Size**

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

7.09 **Discontinued Service**

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

7.10 **Interruptions in Service**

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

7.11 **Ingress and Egress**

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

7.12 **Non-Existent Services**

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

7.13 **Pools and Tanks**

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

7.14 **Responsibility for Equipment**

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

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

7.16 Periods of Water Shortage

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

7.17 Uniform Plumbing Code/IAPMO

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

B. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards, as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.

C. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

7.18 Responsibility for Loss or Damage

A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which water service is supplied.

B. The person will be held responsible for damage to the District’s facilities and other property resulting from the use or operation of appliances and facilities on customer’s premises, including damage caused by broken or leaking connection lines or internal plumbing, steam, hot water, chemicals, electrical connections, pressure, etc.

C. Contractors, Owner’s agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement or other compensation resulting from such damages.

D. The District assumes no responsibility for loss or damage due to water loss or pressure. The District merely agrees to furnish such capacity in its general distribution system as required by the Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services. However, the District shall not be liable for shutdown or variations to the system that occur without prior notice by the District.

ARTICLE 8 - METERS

8.01 Meter Charge

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

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

8.02 Meter Installations

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

8.03 Change in Location of Meters

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

8.04 Adjustment for Meter Errors - Over Registering

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

8.05 Adjustment for Meter Errors - Under Registering

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

8.06 Non-Registering Meters

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

ARTICLE 9 - BILLING

9.01 Billing

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

9.02 Meter Reading

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

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

9.04 **Disconnection**

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

9.05 **Transfer of Ownership**

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

9.06 **Person Responsible for Payment**

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

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

9.07 **Penalties**

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

9.08 **Represents Lien on Property**

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

9.09 **Billing of Separate Meters Not Combined**

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

9.10 **Water Used Without Service Application Being Made**

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

9.11 **Damages Through Leaking Pipes and Fixtures**

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

9.12 **Policy for Appeal for Relief from Excessive Water Charges**

A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.

B. An IVGD water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to 75% of the sewer consumption caused by the leak that exceeds the seasonal monthly average. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the billing period(s) where relief is given will be excluded. This is the usage that is used to cap the residential customer’s summer sewer rate.

C. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGD Specifications.

D. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of the leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two (2) consecutive months of consumption.

E. Typical leaks that may be eligible for credit of Tier 1, Tier 2 and Sewer Use charges include: underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system. These leaks are typically continuous in nature.
F. Typical leaks that may be eligible for credit of Tier 1 and Tier 2 charges but not Sewer Use charges include leaking toilets, leaking faucets, or other issues that drain into the sewer system.

G. Excess water use or leaks resulting from accidental water use, and the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

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

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

9.14 Collection by Suit

A. **Suit.** As an alternative to any of the other procedures herein provided, all unpaid rates and charges and penalties herein provided may be collected by suit. As an additional procedure, District shall have all rights as provided by law.

B. **Costs.** Defendant shall pay all costs of suit in any judgment rendered in favor of District, including a reasonable attorney's fee.

9.15 Collection with Other Utility Charges

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

B. **Discontinuance of Service upon Delinquency.** Upon delinquency, the other utility service shall be discontinued until full payment of the account charges and penalties thereon and the charges for re-continuance of service, has been received by the District.

9.16 Service Rates

A. **Rates.** For all users within the District, Residential, Irrigation and Commercial rates as shown in Exhibit A shall apply. The Board of Trustees shall set the water service charges when approving the annual Capital Improvement Plan and Operating Budget.

(1) **Non-District Service.** Where water service is provided for Customers not within the boundaries of the Incline Village General Improvement District, a service charge of two hundred percent (200%) of bulk water for construction.

(2) **Fire Protection.** Public fire protection rates shall be billed to the responsible fire protection agencies at the rate determined in the contract between the District and the fire protection agency.
B. Multi-Unit Residential Accounts. The base charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charges for a residential unit plus the administrative customer service account charge. The variable and excess charges, plus defensible space charge for multi-unit residential accounts using common meters shall apply to usage exceeding the minimum gallons per unit per month in accordance with Exhibit A. Mixed use service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number. Example: 58 fixture units = 1.49 and rounded to 1.0 units; 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0 (one).

C. Bulk Water for Construction. Where water is required for construction and obtained from fire hydrant or other location required by the District, a charge shall be made as shown in Exhibit C as measured by the water meter installed for that purpose.

D. Call-Out Service Charges. A customer requesting District assistance with Customer-related water issues (i.e., interior water leak, problem with irrigation system, water shut off at meter because customer cannot locate the customer service valve, etc.) may be billed a Call-Out Service charge, at the discretion of the Director of Public Works.

ARTICLE 10 - DISCONTINUANCE OF SERVICE

10.01 Customer’s Request for Discontinuance of Service

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

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

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

10.03 For Non-Payment of Bills

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

10.04 Liability for Bills

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

10.05 **Resumption of Service Charge**

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

A. **Made During Regular Business Hours.** The Utility will endeavor to resume service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to resume service on the next regular business day following the day the request is made.

B. **Made at Other Than Regular Business Hours.** When a Customer has requested that the service be resumed at a time outside of regular business hours, the District will reasonably endeavor to resume service if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

C. **Presence of Owner or Authorized Representative.** During requested resumption of service, the owner or their authorized representative is required to be on site, unless a written form of consent and release of liability allows the District to turn the meter on.

10.06 **Unsafe Apparatus**

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

10.07 **Cross-Connections**

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

10.08 **Fraud or Abuse**

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

10.09 **For Noncompliance with Rules**

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

**ARTICLE 11 - PUBLIC FIRE PROTECTION**

11.01 **Use of Fire Hydrants**

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

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

11.03 **Moving of Fire Hydrants**

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

**ARTICLE 12 - PRIVATE FIRE PROTECTION SERVICE**

12.01 **Payment of Cost**

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

12.02 **Combined Systems Prohibited**

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

12.03 **Use**

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

12.04 **Water Used for Fire Fighting not to be Charged**

A. In those instances wherein private fire protection is provided from a metered domestic water service line, the volume of water used for fire protection (fire fighting) will be estimated and that estimated volume shall be deducted from the monthly domestic service meter reading - during which the fire protection use was incurred.

B. Estimation will be based on the averaging of the domestic water service meter reading of the 3 months before the fire. This average shall be the basis for determining the volume of fire fighting water consumed for which there will be no charge.

12.05 **Water for Fire Storage Tanks**

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

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

12.07 **Water Pressure and Supply**

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

12.08 **Rules**

The following rules shall apply to fire service connection:

A. **Additional Service.** The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The District shall charge all fees associated with each service connection.

B. **Backflow Prevention.** The District reserves the right to require installation of an approved backflow prevention assembly.

12.09 **Responsibility of Equipment**

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

**ARTICLE 13 - TEMPORARY SERVICE**

13.01 **Duration of Service**

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

13.02 **Deposit**

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

13.03 **Installation and Operation**

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

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

13.05 Supply From Fire Hydrant

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

13.06 Unauthorized Use of Hydrants

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

13.07 Credit

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

ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION

14.01 Permit Required

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

14.02 Plans, Profiles and Specifications Required

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

14.03 Easements or Rights-of-Way

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

14.04 Persons Authorized to Perform Work

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

14.05 Compliance with Local Regulations

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

14.06 Protection of Excavation

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

14.07 Design and Construction Standard

A. Minimum standards for the design and construction of water systems within the District shall be in accordance with the STANDARD SPECIFICATIONS FOR INCLINE VILLAGE WATER, SEWER, AND PRIVATE COMMUNAL UTILITY SYSTEMS heretofore or hereafter adopted by District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

B. Reproducible "Record" drawings, in PDF format, stamped and prepared by a Professional Engineer registered in the State of Nevada, showing the actual location of all mains, house connections, fire hydrants, valves and appurtenances, shall be filed with the District before final acceptance of the work.

14.08 Completion of Water System Required

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

ARTICLE 15 - CAPITAL IMPROVEMENT CHARGE

15.01 Capital Improvement Charge
A water capital improvement charge shall be billed to each residential, irrigation and commercial water service, as shown in Exhibit A.

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

15.02 Duration

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

15.03 Unimproved Parcels

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

ARTICLE 16 - BACKFLOW AND CROSS CONNECTION REGULATIONS

16.01 General Policy

A. Purpose. The purpose of this Article is:

(1) To protect any public potable water supply of the District from the possibility of contamination or pollution by isolating within the customer's internal distribution system or the customer's private water system such contaminants or pollutants which could backflow into the public water systems; and

(2) To promote the elimination or control of existing cross-connections, actual or potential, between the consumer's in-plant potable water system and non-potable water system, plumbing fixtures and industrial piping systems; and

(3) To provide for the maintenance of a continuing Cross Connection Control Program which will systematically and effectively prevent the contamination or pollution of all potable water systems within the jurisdiction of District. This program shall also meet the requirements of the Safe Drinking Water Act Amendments of 1986 Public Law 99-339, Nevada Administrative Code section 445A.67185 to 67255, and the current adopted version of the Uniform Plumbing Code as approved by the Director of Public Works, and meets all of the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (hereinafter referred to as USCFCCC&HR), and the American Water Works Association manual M14 with AWWA C506-84 Standards for Reduced Pressure Principle Assemblies, Double Check Valve assemblies, spill proof vacuum breakers, atmospheric vacuum breakers, air gaps, and pressure vacuum breaker backflow prevention devices including any existing or future amendments.

B. Responsibility. The Director of Public Works, or his designee, shall be responsible for the protection of the public potable water system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of said Director of Public Works, an approved backflow prevention assembly is required at the customer's water service connection, or within the customer's private water
system, the Director of Public Works or his designated agent shall give notice in writing to said customer to install such an approved assembly(s) at specific locations on the customer's premises. Immediately upon receipt of the notice, the customer shall install such assembly at the customer's sole expense. Failure or refusal on the part of the consumer to make such installation and to have such tested yearly, or as required by the District by a certified backflow prevention assembly tester approved by the District's backflow administrator and maintained in good working order shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

C. **Non-Liability of District.** The District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair, or maintenance of, or interfering with, any protective device by any customer of the District or any other person.

D. **Shared Responsibility.** Customers must share in the responsibility for the protection of the potable water system. Customers must maintain their water piping system so that pollutants do not backflow into the District water mains. It is also the customer's responsibility to report any possible hazard that may affect the District water mains. Reports should be made to the Director of Public Works as soon as a hazard is detected.

16.02 **Backflow Definitions**

A. **Approved.** Accepted by the Director of Public Works as meeting an applicable specification contained in this ordinance, or as suitable for the proposed use.

B. **Auxiliary Water Supply.** Any water supply on or available to the premises other than the District's approved public water supply and which is within District's water service area shall constitute an auxiliary water supply. Any intakes from Lake Tahoe or groundwater supply wells that are within the District's water service area that are not in direct control of District shall constitute auxiliary water supplies.

C. **Backflow.** The reversal of normal flow of water caused by either back-pressure or back-siphoning.

D. **Approved Backflow Prevention Devices.** An assembly or means to prevent backflow that has been manufactured in conformance with the standards established by the American Water Works Association entitled:

1. AWWA M14 and C506-84 Standards for Reduced Pressure and Double Check Valve Backflow Prevention Devices and spill proof vacuum breakers, pressure vacuum breakers and air gaps;

2. and have met the laboratory and field performance specifications of the USCFCCC&HR established by

3. Specifications of Backflow Prevention Assemblies, Section 10 of the most current issue of the Manual of Cross Connection Control.

4. Any AWWA and USCFCCC&HR standards and specifications, including existing and future amendments, are hereby adopted by the District and made a part hereof by reference.

5. The following testing laboratory has been qualified by the Director of Public Works to test and certify backflow preventers.

   a. Foundation for Cross Connection Control and Hydraulic Research
b. University of Southern California, Los Angeles, California

E. **Air-gap.** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing, fixture, or other device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel, and in no case less than one inch. Any air gap placed near sidewalls, ribs or similar obstructions shall be a distance greater than three times the diameter of the effective opening.

F. **Reduced Pressure Principle Assembly.** An assembly of two independently acting approved check valves with resilient seated shut off valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the two check valves and properly located test cocks for testing each valve. The entire assembly shall meet the design and performance specifications as determined by laboratory and field evaluation programs resulting in the approval of said assembly by the USCFCCC&HR. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At the cessation of a normal flow, differential relief valves shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.

G. **Double Check Assembly Valve.** An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves. The assembly must also meet the specifications for approval by the USCFCCC&HR, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by a laboratory and field evaluation program resulting in an approval by the USCFCCC&HR. To be approved, these assemblies must be readily accessible for in-line testing and maintenance.

H. **Pressure Vacuum Breaker Assembly.** This assembly shall include an approved internally loaded check valve and a loaded air opening to atmosphere on the discharge side of the check valve between two resilient seated shut-off valves. This assembly may only be used in irrigation systems that do not inject contaminants into the irrigation systems. Use will be limited to irrigation systems only.

I. **Contamination.** An impairment of the quality of the potable water by materials to a degree which creates an actual or potential hazard to the public health.

J. **Cross-Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which backflow may occur into the potable water system.

K. **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

(1) **Hazard - Health.** Any condition, device, or practice in the water supply system and its operation which could create or may create a danger to the health and well being of the water consumer.
(2) **Hazard - Pollution.** An actual or potential threat to the physical properties of the water system or the consumer's potable water system, which constitutes a nuisance or is aesthetically objectionable or could cause damage to the system or its appurtenances, but which is not dangerous to human health.

L. **Spill-Resistant Vacuum Breaker.** An assembly containing an independently operating internally loaded check valve and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with a properly located resilient seated test cock, a properly located bleed/vent port and tightly closing resilient seated shut-off valves attached to each end of the assembly. This assembly is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back-siphonage condition only.

16.03 **Requirements**

A. **Policy.**

(1) No water service connection to any premises may be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and this ordinance. Service of water to any premises may be discontinued by the District if a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

(2) The customer's system shall be open for inspection at all reasonable times to authorized representatives of District to determine whether cross-connections or other structural or sanitary hazards exist. When such a hazard becomes known, the Director of Public Works may deny or discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state law and local ordinances relating to plumbing and water supplies and any regulations adopted pursuant thereto.

(3) An approved backflow preventer shall be installed on each service line to a customer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line, wherever the following conditions exist:

a. In the case of premises having an auxiliary water supply, the public water system shall be protected by installing an approved backflow preventer in the service line appropriate to the degree of hazard. No cross-connection between the auxiliary water supply and the public water system shall be made.

b. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow preventer in the service line appropriate to the degree of hazard.

c. In the case of premises having (1) internal cross-connection that cannot be permanently corrected or controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected by installing an approved backflow preventer in the service line.
d. Any customer wishing to fill water trucks or other equipment shall fill out a District application for service and have that equipment inspected and approved by a representative of the District. An approved air-gap must be installed before filling from the potable water supply. Violation of this section shall result in a fine shown in Exhibit C and disqualification from service.

(4) A customer’s service may be discontinued for non-compliance, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-compliance, full monthly charges will apply. The District will bill the customer for posting a written notice of non-compliance in accordance with Exhibit C. Water shut-off and turn-on charges due to non-compliance will apply in accordance with Exhibit C.

B. **Type of Backflow preventer.** The type of backflow preventer required shall depend upon the degree of hazard which exists as follows:

(1) Where there is an auxiliary water supply, a minimum of a double check valve assembly will be required.

(2) Where there is any pollution hazard, the public water system shall be protected with a minimum of an approved double check valve assembly.

(3) Where there is any health hazard, the public water system shall be protected by an approved air gap or an approved reduced pressure principle assembly. Hospitals, sewage treatment plants and structures with chemical additives in fire sprinkler systems are examples of these type premises.

(4) Where access is denied or is impossible or impractical to make a cross-connection survey, the public water supply shall be protected with an approved air gap or an approved reduced pressure principle assembly depending on the degree of hazard.

C. **Approval Required.** Any backflow preventer required herein shall be a model and size approved by the Director of Public Works. Any below-grade applications must be approved by the District prior to installation.

D. **Inspections.**

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

(2) All Industrial, commercial, residential, multi residential and all other properties with backflow devices installed and requiring testing according to this Ordinance shall provide access upon request to any authorized representative of the District to perform such testing or provide acceptable test results to the District from an approved State of Nevada backflow tester, pre-approved by the Director of Public Works, of the customer’s choice.

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

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

F. Exclusions. All presently installed backflow prevention assemblies which do not meet the requirements of this section, but which were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements, be excluded from the requirements of these rules so long as the Director of Public Works is satisfied that they will protect the public water system. Whenever such device is moved, removed, or requires more than minimum maintenance or when the District finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section. Any plumbing improvements requiring a building permit will require that the rules of this ordinance be observed.

ARTICLE 17 - WATER CONSERVATION REQUIRED UNDER CERTAIN EMERGENCY CONDITIONS

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

A. **Limited Conservation**

(1) Restrict watering to evening and morning hours. Watering is allowed between the hours of 7 p.m. and 11 p.m., and between 5 a.m. and 9 a.m. There is no restriction to hand watering using hoses with self-closing nozzles.

(2) Prohibit wash-down of driveways, sidewalks, parking lots and other impervious surfaces.

B. **Moderate Conservation**

(1) All items under Limited Conservation.

(2) Restrict landscape irrigation to alternate days. Odd-numbered addresses allowed to water on odd-numbered calendar days; even-numbered addresses allowed to water on even-numbered calendar days. No irrigation allowed on the 31st day of the month.

(3) Limit use of water from fire hydrants to actual fire fighting use.

(4) Hand-washing of vehicles allowed only with hoses equipped with self-closing nozzles.

C. **Strict Conservation**

(1) All items under Moderate Conservation.

(2) No landscape or lawn irrigation under any circumstances.

(3) No new lawn or landscape installation.

(4) No wash-down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.

(5) Impose an excess consumption charge of 300% of the existing rate per 1,000 gallons for water use in excess of the base rate.

D. **Circumstances Under Which Conservation May be Required**

(1) The Board, upon its findings that one or more of the following emergency conditions are present, may impose any or all of the above-mentioned restrictions:

   a. Water scarcity condition exists or is likely to exist.

   b. Failure of water production, storage or distribution system(s).

   c. Demand for service in excess of the District’s authorized water rights.

   d. Order of any agency of the federal, state or local government having jurisdiction in such matters.

   e. Any other condition that may require such action.

**ARTICLE 18 - LANDSCAPING**

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

18.02 Applicability

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

18.03 Requirements

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

18.04 Design and Construction Standards

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

18.05 Completion of Work Required

Before final approval of the work, or turn-on of the irrigation system, the landscape plan shall be
EXHIBIT A
Schedule of Water Service Charges

Monthly water charges are the summation of the following components:

1. Fixed Charge = $10.00 X CAF (1) X number of units.
2. Administrative / Customer Service Account Charge = $3.45 per account.
3. Capital Improvement Charge = $14.36 X CAF (1) X number of units
4. Variable Cost = $1.39 per 1,000 gallons of water use. [billed as water use charges]
5. Excess water charge (2)
   a. First Tier: Additional Cost = $0.97 per 1,000 gallons for all water use greater than 20,000 gallons X CAF (1) X number of units, in addition to the Variable Cost (#4), above.
   b. Second Tier: Additional Cost = $1.23 per 1,000 gallons for all water use greater than 60,000 gallons X CAF (1) X number of units, in addition to Variable Cost (#4) and First Tier Cost (#6a), above.
6. Defensible Space Fee = $1.05 X number of units.
   a. The defensible space fee is to pay 50% of the IVGID share of costs for fuels treatment on IVGID lands that will enhance the protective boundary from destructive wildfire that could threaten the communities of Incline Village and Crystal Bay. The other 50% share of this cost is paid by the IVGID Recreation Facility Fee.

(1) Capacity Adjustment Factor:

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<thead>
<tr>
<th>Service Size for Billing Purposes</th>
<th>CAF</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Residential Customers</td>
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<tr>
<td>3/4&quot;</td>
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(2) Designated Public Service Recreation irrigation accounts are not assessed excess water charges.

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

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<td>$27.03</td>
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Ordinance 4 - Water
As Proposed for Adoption on April 25, 2017
EXHIBIT A
Schedule of Water Service Charges

Monthly water charges are the summation of the following components:

7. Fixed Charge = $10.65 X CAF (1) X number of units.
8. Administrative / Customer Service Account Charge = $3.65 per account.
9. Capital Improvement Charge = $14.47 X CAF (1) X number of units
10. Variable Cost = $1.45 per 1,000 gallons of water use. [billed as water use charges]
11. Excess water charge(2)
   a. First Tier: Additional Cost = $0.95 per 1,000 gallons for all water use greater than 20,000 gallons X CAF(1) X number of units, in addition to the Variable Cost (#4), above.
   b. Second Tier: Additional Cost = $1.26 per 1,000 gallons for all water use greater than 60,000 gallons X CAF(1) X number of units, in addition to Variable Cost (#4) and First Tier Cost (#6a), above.
12. Defensible Space Fee = $1.05 X number of units.
   a. The defensible space fee is to pay 50% of the IVGID share of costs for fuels treatment on IVGID lands that will enhance the protective boundary from destructive wildfire that could threaten the communities of Incline Village and Crystal Bay. The other 50% share of this cost is paid by the IVGID Recreation Facility Fee.

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</tr>
<tr>
<td>8&quot;</td>
<td>53.33</td>
</tr>
<tr>
<td>10&quot;</td>
<td>76.65</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Base Rate (#1)</td>
<td>$10.78</td>
<td>$9.50</td>
<td>$9.55</td>
<td>$9.74</td>
<td>$10.00</td>
<td>$10.65</td>
</tr>
<tr>
<td>Administrative Fee (#2)</td>
<td>3.20</td>
<td>3.20</td>
<td>3.25</td>
<td>3.35</td>
<td>3.45</td>
<td>3.65</td>
</tr>
<tr>
<td>Defensible Space (#6)</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
</tr>
<tr>
<td>Total Water:</td>
<td>$27.62</td>
<td>$27.03</td>
<td>$27.54</td>
<td>$28.10</td>
<td>$28.86</td>
<td>$29.82</td>
</tr>
</tbody>
</table>
## EXHIBIT B
Schedule of Water Connection Charges
According to Water Meter Service Size

<table>
<thead>
<tr>
<th>Water Service Size for Billing Purposes</th>
<th>Water Connection Charge</th>
<th>Water Retroactive Capital Improvement Charge</th>
<th>Water Charge Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾ inch</td>
<td>$1,390</td>
<td>$1,500</td>
<td>$2,890</td>
</tr>
<tr>
<td>1 inch</td>
<td>$2,320</td>
<td>$2,650</td>
<td>$4,970</td>
</tr>
<tr>
<td>1 ¼ inch</td>
<td>$4,630</td>
<td>$5,290</td>
<td>$9,920</td>
</tr>
<tr>
<td>2 inch</td>
<td>$7,400</td>
<td>$8,460</td>
<td>$15,860</td>
</tr>
<tr>
<td>3 inch</td>
<td>$13,890</td>
<td>$15,880</td>
<td>$29,770</td>
</tr>
<tr>
<td>4 inch</td>
<td>$23,160</td>
<td>$26,470</td>
<td>$49,630</td>
</tr>
<tr>
<td>6 inch</td>
<td>$46,300</td>
<td>$52,910</td>
<td>$99,210</td>
</tr>
<tr>
<td>8 inch</td>
<td>$74,080</td>
<td>$84,670</td>
<td>$158,750</td>
</tr>
<tr>
<td>10 inch</td>
<td>$106,480</td>
<td>$121,690</td>
<td>$228,170</td>
</tr>
</tbody>
</table>
## EXHIBIT B
Schedule of Water Connection Charges
According to Water Meter Service Size

<table>
<thead>
<tr>
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<th>Water Retroactive Capital Improvement Charge</th>
<th>Water Charge Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾ inch</td>
<td>$1,460</td>
<td>$1,670</td>
<td>$3,130</td>
</tr>
<tr>
<td>1 inch</td>
<td>$2,440</td>
<td>$2,780</td>
<td>$5,220</td>
</tr>
<tr>
<td>1 ½ inch</td>
<td>$4,860</td>
<td>$5,550</td>
<td>$10,410</td>
</tr>
<tr>
<td>2 inch</td>
<td>$7,770</td>
<td>$8,880</td>
<td>$16,650</td>
</tr>
<tr>
<td>3 inch</td>
<td>$14,580</td>
<td>$16,670</td>
<td>$31,250</td>
</tr>
<tr>
<td>4 inch</td>
<td>$24,320</td>
<td>$27,790</td>
<td>$52,110</td>
</tr>
<tr>
<td>6 inch</td>
<td>$48,620</td>
<td>$55,560</td>
<td>$104,180</td>
</tr>
<tr>
<td>8 inch</td>
<td>$77,780</td>
<td>$88,900</td>
<td>$166,680</td>
</tr>
<tr>
<td>10 inch</td>
<td>$111,800</td>
<td>$127,770</td>
<td>$239,570</td>
</tr>
</tbody>
</table>
# EXHIBIT C  
**Miscellaneous Fee Schedule**

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backflow Inspections</td>
<td>$60.00 each device, up to 1 hour. $60.00 each additional labor hour. Repair parts at cost.</td>
</tr>
<tr>
<td>Inspections</td>
<td>$85.00/hour</td>
</tr>
<tr>
<td>Plan Checking</td>
<td>$85.00/hour</td>
</tr>
<tr>
<td>Meter Charges</td>
<td>1” Meter $330.00, 1-1/2” Meter $500.00, 2” Meter $610.00</td>
</tr>
<tr>
<td>Service Calls</td>
<td>$40.00 per half hour (half hour minimum) with equipment billed at cost.</td>
</tr>
<tr>
<td>Tampering with equipment</td>
<td>$100.00 minimum. Will include cost of repair or replacement of equipment, if required.</td>
</tr>
<tr>
<td>Water Waste Penalty</td>
<td>$100.00</td>
</tr>
<tr>
<td>Mainline Tapping if performed by IVGID</td>
<td>Cost plus 15%</td>
</tr>
<tr>
<td>Temporary Service Meter Rental Charges</td>
<td>Hydrant Meter $1,000/deposit $40.00/mo., 1.5” Meter $100/deposit $20.00/mo., 3/4” Meter $100/deposit $15.00/mo.</td>
</tr>
<tr>
<td>Bulk Water for Construction</td>
<td>$1.39/1000 gallons</td>
</tr>
<tr>
<td>Violation of air-gap requirement on water truck or other equipment</td>
<td>$500.00</td>
</tr>
<tr>
<td>Administrative charge for checks or electronic fund transfers not honored by bank</td>
<td>$25.00/each</td>
</tr>
<tr>
<td>Posting Service Charge</td>
<td>$20.00/each</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Steve Pinkerton  
    General Manager

THROUGH: Sharon Heider  
          Director of Community Services

FROM: Mike Bandelin  
      Diamond Peak Ski Resort General Manager

SUBJECT: Review, discuss and possibly approve implementation of a three-tiered Season Pass sales initiative and rate structure for Diamond Peak Ski Resort's 2017/2018 ski season

STRATEGIC PLAN: Long Range Principle #2 - Finance

DATE: February 13, 2017

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to approve having a three-tiered season pass pricing structure, effective March 21, for Diamond Peak Ski Resort's 2017/2018 season passes with an "early bird" (Tier 1) through April 30, 2017, "early season" (Tier 2) May 1 – October 31, 2017, and "regular season" (Tier 3) rates November 1, 2017 through the end of the ski season.

II. STRATEGIC PLAN REFERENCE

Long Range Principle #2 Finance – The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvements, and debt management; Objective #3 with allocated resources equate service expectations with capacity to deliver.

III. BACKGROUND

Last year, IVGID initiated a pre-season Season Pass sale in mid-March. This was in response to other resorts offering Season Pass sales early and the focus on capturing sales while people are still excited about the current season and
Review, discuss and possibly approve implementation of a three-tiered Season Pass sales initiative and rate structure for Diamond Peak Ski Resort's 2017/2018 ski season looking forward to next year. This strategy proved successful as shown in the table below.

<table>
<thead>
<tr>
<th>Season passes sold</th>
<th>2015/2016 (7/1/15 - 1/31/16)</th>
<th>2016/2017 (3/19/16-1/31/17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>3112</td>
<td>3880</td>
</tr>
<tr>
<td>Resident</td>
<td>1977</td>
<td>2235</td>
</tr>
<tr>
<td>Non Resident</td>
<td>1135</td>
<td>1645</td>
</tr>
<tr>
<td>Gross Revenue</td>
<td>$543,873.00</td>
<td>$718,795</td>
</tr>
</tbody>
</table>

It is again proposed to initiate fiscal year 2017/2018 Diamond Peak season pass sales on or around March 17, 2017, and continue with the 3-tiered pricing structure for season passes adopted last season, with “early-bird” (Tier 1) rates available through April 30, 2017; “early season” (Tier 2) rates available from May 1 – Oct. 31; and “regular-season” (Tier 3) rates available from November 1 through the end of the ski season.

We are proposing to maintain IVGID Picture Pass Holder season pass rates at the same levels as the 2016-17 ski season.

We propose raising Non-Resident season pass prices by approximately 2% (Adult), 4% (Youth), 6% (Child & Senior) and 90% (Super Senior) to account for inflation and the rising costs associated with operating the resort. The more dramatic jump in Non-Resident Super Senior pricing is to bring these prices more closely in line with (though still significantly under) market rates in the Lake Tahoe ski industry.

A full breakdown of the proposed 2017-18 Season Pass pricing tiers is listed below, for reference, followed by a relative breakdown of 2016-17 Season Pass pricing tiers.
Review, discuss and possibly approve implementation of a three-tiered Season Pass sales initiative and rate structure for Diamond Peak Ski Resort’s 2017/2018 ski season.

<table>
<thead>
<tr>
<th>2017-18 Diamond Peak Season Pass Rate Proposal</th>
<th>March 21-April 30</th>
<th>May 1-Oct 31</th>
<th>Nov 1 on</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>Tier 2</td>
<td>Tier 3</td>
<td></td>
</tr>
<tr>
<td><strong>Picture Pass Holder Full Pass</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult (24-64)</td>
<td>$289</td>
<td>$299</td>
<td>$349</td>
</tr>
<tr>
<td>College (with ID and 12 credits)</td>
<td>$139</td>
<td>$149</td>
<td>$189</td>
</tr>
<tr>
<td>Youth (13-23)</td>
<td>$139</td>
<td>$149</td>
<td>$189</td>
</tr>
<tr>
<td>Child (7-12)</td>
<td>$109</td>
<td>$119</td>
<td>$149</td>
</tr>
<tr>
<td>Senior (65-69)</td>
<td>$109</td>
<td>$119</td>
<td>$149</td>
</tr>
<tr>
<td>Super Senior (70-79)</td>
<td>$29</td>
<td>$39</td>
<td>$49</td>
</tr>
<tr>
<td>6 &amp; under / 80+</td>
<td>Free</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td><strong>Picture Pass Holder Midweek Pass</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult (24-64)</td>
<td>$215</td>
<td>$225</td>
<td>$299</td>
</tr>
<tr>
<td>College (with ID and 12 credits)</td>
<td>$109</td>
<td>$119</td>
<td>$149</td>
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<td>Free</td>
</tr>
<tr>
<td><strong>Non-Resident Full Pass</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult (24-64)</td>
<td>$379</td>
<td>$429</td>
<td>$479</td>
</tr>
<tr>
<td>College (with ID and 12 credits)</td>
<td>$219</td>
<td>$239</td>
<td>$259</td>
</tr>
<tr>
<td>Youth (13-23)</td>
<td>$219</td>
<td>$239</td>
<td>$259</td>
</tr>
<tr>
<td>Child (7-12)</td>
<td>$159</td>
<td>$169</td>
<td>$189</td>
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<td></td>
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<tr>
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<td>$309</td>
<td>$339</td>
</tr>
<tr>
<td>College (with ID and 12 credits)</td>
<td>$179</td>
<td>$199</td>
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<td>Youth (13-23)</td>
<td>$179</td>
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</tr>
</tbody>
</table>
Review, discuss and possibly approve implementation of a three-tiered Season Pass sales initiative and rate structure for Diamond Peak Ski Resort's 2017/2018 ski season

<table>
<thead>
<tr>
<th>2016-17 Diamond Peak Season Pass Rates Final</th>
<th>March 21 - April 30 Tier 1</th>
<th>May 1 - Oct. 31 Tier 2</th>
<th>Nov. 1 on Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Adult (24-64)</td>
<td>$369</td>
<td>$419</td>
<td>$469</td>
</tr>
<tr>
<td>College (with ID and 12 credits)</td>
<td>$209</td>
<td>$229</td>
<td>$249</td>
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<tbody>
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<td></td>
<td></td>
<td></td>
</tr>
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<td>Adult (24-64)</td>
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<td>$299</td>
<td>$329</td>
</tr>
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<td>$189</td>
<td>$209</td>
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<td>Free</td>
<td>Free</td>
</tr>
</tbody>
</table>

*The IVGID Board of Trustees allows management to adjust prices to accomplish yield management provided the rate offered to the public is above the IVGID Picture Pass Holder rate.

IV. **FINANCIAL IMPACT AND BUDGET**

We expect the annual financial impact of adjusting Diamond Peak season pass prices to be positive.

We would expect the adjusted season pass pricing to bring in an additional $20,000 - $30,000 of revenue, with flat total season pass sales compared to the 2016-17 ski season.

V. **BUSINESS IMPACT**

This item is not a “rule” within the meaning of NRS, Chapter 237, and does not require a Business Impact Statement.
MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Sharon G. Heider
Director of Community Services
Indra Winquest
Parks and Recreation Director

SUBJECT: Review, discuss and comment on Service Level Options for three Community Service services for possible inclusion in Fiscal Year 2017/2018 budget

STRATEGIC PLAN: Long Range Principle #4 - Service

DATE: February 15, 2017

I. RECOMMENDATIONS

Review, discuss and comment on Service Level Options for three Community Service services for possible inclusion in Fiscal Year 2017/2018 budget.

No action or motion is required on this discussion item. Staff is seeking Board of Trustees comment(s) only.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #4 - Service - The District will provide superior quality service and value to its customers considering responsible use of District resources and assets.

• Provide well defined customer centric service levels consistent with community expectations.
• Apply Performance Management to meet or exceed established venue customer service levels.
• Utilize best practice standards for delivery of services.
• Commit to evaluate customer loyalty/satisfaction to demonstrate the value of results.
• Maintain customer service training for new, returning and existing employees.

III. BACKGROUND

Over the years, IVGID Community Services has been tailored to meet the desires and expectations of the community. Furthermore, Staff and the BOT have heard requests from the community to add or change service levels. The review, discussion and comment on the Service Level Options are a way for the BOT to consider policy changes prior to inclusion in the budget.

The attached Service Level Options for the boat ramp, preferred parking, and the servicing of restrooms are presented to let the BOT and the community see the Staff proposed changes and have a discussion of same.

The Service Level Options documents are Staff’s tool to bring forth concepts that have interest from, or impacts to, our community and to provide the opportunity, to the BOT, to review, comment and validate with their constituents and Staff that the IVGID Staff is working towards a valid policy direction. This tool may be used from time to time, throughout the fiscal year, as service level options present themselves.

IV. FINANCIAL IMPACT AND BUDGET

The proposed financial impact is on each sheet.

V. ALTERNATIVES

Reject the proposed Service Level Options and maintain existing service levels.

VI. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.
Service Level Option #1 Boat Ramp additional staffing

**Venue/Department:** Beaches – Ski Beach Boat Ramp

**Service:** Provide staff at the Boat Ramp to direct traffic for efficient launching

**Discussion of Options:** The Ski Beach Boat Ramp has a tendency to be chaotic on peak days and hours. At times it has become difficult to control the waiting area, pull out, and excessive speed up and down the access road. Additionally, safety becomes an issue, as there is a lot of pedestrian activity along with those who utilize the kayak storage area. Recently we have received increased complaints about the habits and behavior in and around the ramp. Many members of the community have asked us to increase staffing during peak times to help alleviate some of the issues and create more efficiency.

**Existing Service Level:** Currently, during peak hours and days there will be one Boat Ramp attendant scheduled and if possible a Lead Beach Host or the Beach Host Manager will assist if needed during high use. During the 4th of July holiday week a second attendant is currently being scheduled.

**Service Level Option:** Add an additional Boat Ramp Attendant for 8 hours each peak day. Saturdays, Sundays and Holidays.

**Financial Impact:** $2688.00 per season
  * 8 hours per day at an average of 24 peak days = 192 hours
  * 192 x $14.00/hr (fully burdened) = $2688.00

**Staff Analysis:** Staff has fielded suggestions from members of the community as well as the Board of Trustees over the past several years. There have been discussions about hiring an outside service to operate the Ski Beach Boat Ramp, which could include a valet service and other service options as enhancements to operations. Transitioning to this type of model provides challenges including ordinance 7 and the nature of IVGID beach policies as well as identifying a potential economic model that would work for both IVGID and the vendor. Staff is confident that adding an additional staffing could help alleviate issues at the ramp and potentially add a more organized, efficient and safer environment for our users. In the event that the above-mentioned option is not approved staff would continue to staff the boat ramp at the existing service level and work diligently to continue to provide the best possible service possible based on the existing resources.

**Community Impact:** The addition of this increased service level would have a positive impact on the community both residents and guests. The Ski Beach Boat Ramp operations would become more efficient and organized which will increase the overall speed of launching and most importantly add enhanced safety to the overall environment at Ski Beach which will benefit all of our users.
Service Level Option #2 Preferred Parking at Incline Beach

Venue/Department: Beaches

Service: Parking at Incline Beach

Discussion of Options: During the 2016 Season, as part of IVGID Pass Holder appreciation program, staff implemented a Preferred Parking Program at Incline Beach during 4 peak weekends on Saturday and Sunday's from July 22nd through August 11th. This program restricts parking at Incline Beach to only IVGID Pass Holders and/or Recreation Punch Card Holders from 8am – 3pm. It proved to be very well received and popular. This option would keep that practice in place for the entire summer season.

Existing Service Level: Currently the parking lot is available to all who have legitimate access to the beach by either IVGID Pass, Recreation Punch Card, Daily Pass, Guest of IVGID Pass Holder or Guest Access ticket holder.

Service Level Option: Offer a permanent Preferred Parking program Fri, Sat, and Sun beginning the last weekend in June through the second weekend in August annually. Additionally on July 2 – 4th if and when these dates fall on a Monday – Thursday. The program would allow parking for IVGID Pass Holder or Recreation Punch Card holders only from 8am – 3pm. One person in the vehicle will be required to be a valid IVGID Pass Holder and/or Recreation Punch Card Holder.

Financial Impact: $2,520. Per season

Approval of this program would program would require the following addition to the Beach Host operating budget:
- Due to the existing site configuration, an additional Beach host staff will be required to be placed at the entrance of the Incline Beach Parking lot to control access from 8am – 3pm daily.
- 24 total days x 7 hours = 168 hours
- 168 x $15/hr (fully burdened) = $2520.00 increase to personnel costs

Staff Analysis: Parking at Incline Beach has been an ongoing point of frustration within the community. There are currently no options or solutions to the amount of space allocated for parking. This program will potentially help alleviate the perception that Incline Beach parking has been unavailable to IVGID Passholders due to peak time use by visitors and/or vacation renters.

Community Impact: The addition of this service level option will have a positive impact on IVGID Passholders. This program will add overall value to parcel owners who pay the beach facility fee as it provides exclusive opportunities for parking at Incline Beach to IVGID Passholders and Recreation punch card holders. The addition of this service level will have a negative impact on non-residents who are accessing the beach with a guest access ticket and/or a daily beach pass as these individuals will not have access to parking at Incline Beach. However there are alternative parking options at the overflow lot, Village Green/Aspen Grove and street parking in the surrounding area.
Service Level Option #3 Frequency of Restroom Servicing & Janitorial

Venue/Department: Beaches

Service: Janitorial service of restrooms at the Beaches

Discussion of Options: The Parks Division maintains 10 separate restrooms at the beaches. Cleaning requires approximately 2 hours. Restrooms are cleaned 3 times per day and checked once every hour or two on average. Bigger crowds mean increased frequency of checking, cleaning, and restocking. Two years ago, we implemented a restroom log sheet to track our management of restrooms throughout the day. The process of logging our presence at the restrooms has increased our awareness of issues and allowed us to be proactive about maintaining our restrooms. Service level options would be to increase or decrease the frequency of inspection and/or cleaning.

Existing Service Level: Restrooms are cleaned three times daily and inspected on average every one to two hours during peak season. During special events and large crowd occasions, restrooms are continually checked to ensure customer satisfaction. Staff cleans and restocks as needed, correcting issues as needed throughout the day. Full cleaning at the end of the day (including disinfecting the floors at beach sites). All restroom checks and cleanings are logged. Portable units are cleaned and emptied by the vendor twice weekly. Parks staff locks the restrooms after the final cleaning when the beaches close.

Fiscal Impact: The labor cost of restroom maintenance is $2190.00 per month at a burdened wage of $15.31 per hour. Portable unit rental during the off-season, cleaning and emptied twice a week, costs for four units is $616 per month. Parks staff checks and cleans as needed between vendor cleanings.

Service Level Options: OPTION A – Increase the frequency of restroom inspections and cleanings – by adding one cleaning daily.

Financial Impact: Increase of $729.00 per month, totaling $2916.00 over 4 peak months. The materials/supplies cost of restocking would not increase significantly, and Portable units cleaning and emptying would not change.

Service Level Options: OPTION B – Decrease the frequency of restroom inspections and cleanings by one cleaning.

Financial Impact: Decreased of $729.00 per month, would total $2916.00 in savings. The materials/supplies cost of restocking would not decrease significantly, Portable units professional cleaning and emptying would not change. No financial impact
Staff Analysis: Over the years this has been a subject of discussion within the community and among the Board of Trustees. The existing service level has been in place since 2014 as a result of direction from the Board of Trustees through the General Manager. The existing service level could be considered above the industry standard however IVGID’s standards have been adjusted over time based on the expectations of the community. Staff has consistently met the most recent service level expectation however the ability to be more flexible based on actual use may be a more cost efficient approach. In the event that the current frequency of serving is not necessary these staff resources can be shifted to other areas in need of attention or furthermore staff hours may be able to be eliminated without impacting service in a negative way.

Community Impact: An increase in the existing service level would result in additional costs as well as impact to our users at the beaches as additional cleaning equates to more times when the restrooms may be unavailable. A decrease in the existing service will lower costs however may lead to a lack of cleanliness, increases in vandalism and emergency calls to address clogged toilets, more intense cleanings and inappropriate activities occurring in the restrooms. This would likely yield an increase in customer complaints, which are rare with our existing service level.
MEMORANDUM

TO: Board of Trustees

FROM: Kendra Wong
Chairwoman, Board of Trustees

SUBJECT: Discussion on Policy Direction to the IVGID Representative (Trustee Matthew Dent) to the Nevada League of Cities on Property Tax Reform and Sanctuary Cities

DATE: February 15, 2017

I. RECOMMENDATION

That the Board of Trustees provide policy direction to the Board of Trustees Representative on the Nevada League of Cities (NLC) regarding positions to be considered by the League during the current legislative session.

II. BACKGROUND

Trustee Matthew Dent serves as the Board’s representative to the Nevada League of Cities (NLC). Periodically, the NLC solicits input from its Board regarding issues and specific legislation of interest to its members. As a member of the Municipal Mayors and Chairs group, I am briefed on issues that will be considered by the NLC Board. Two issues are likely to come up for NLC Board consideration that I wanted to share with the Board of Trustees so that we can provide guidance for Trustee Dent when he is deliberating with the NLC Board.

The two issues are Property Tax Reform and Sanctuary Cities.

III. DISCUSSION ITEMS

Property Tax Reform
Property Taxes are a key source of revenue for local government. They are a stable source of revenue and typically are the single largest source of revenue for cities and school districts.
In 2005, Assembly Bill 489 was passed to address a rapid increase in property tax value that was creating a burden for many homeowners who were experiencing big increases in the property taxes.

Within two years of its implementation, the great recession eliminated rising property values and eliminated the need for the property tax inflation protections put in place.

This legislation has greatly outlasted its original purpose and now creates a situation where property taxes cannot rise in a manner consistent with current service level demands. In Fiscal Year 2017, it reduced tax collections nearly $700 million statewide with 40% of that loss to our school districts. Locally, over 20% of property tax revenues were abated.

What has created this huge abatement of taxes isn’t the current cap on property values, which limits residential properties to a 3% annual increase and commercial properties to an 8% annual increase, rather it is a secondary calculation imposed by Assembly Bill 489 that significantly increases the amount abated each year. This secondary calculation capped the increase in property taxes for both types of properties to a maximum of 0.2% in Fiscal Year 2017. This is far less than is needed for governments to keep up with population growth and cost increases.

A consortium of over fifty (50) local governments has been reviewing alternatives to the current system. While the NLC is not endorsing any specific legislation at this time, the NLC will be asking its Board to support the following principles when reviewing potential legislation:

1) To fix the secondary calculation so that there is a 3% floor on collection increases unless Assessed Value is declining and the abated portions of ad valorem revenue has been used up; and

2) An interim commission to review the property tax structure in Nevada.

I’ve attached additional information regarding this issue to the staff report. If you would like additional information, the Distract General Manager can provide you with additional more detailed documentation upon request.
Sanctuary Cities

On January 25, 2017, the President of the United States issued an Executive Order entitled “Enhancing Public Safety in the Interior of the United States”. Section 2 (c) of this Executive Order states that “jurisdictions that fail to comply with applicable Federal law do not receive Federal Funds, except as mandated by law.” Section 9 of this Executive Order specifically outlines the withholding of funds from what it terms “Sanctuary Jurisdictions.”

Although there is no statutory or legal definition of a “sanctuary jurisdiction” or "sanctuary city," under the Executive Order, they are defined as ones who are not in compliance with a Federal law that prohibits or restricts cities from prohibiting local agencies from cooperating with Federal agencies to identify a person’s immigration status. The U.S. Attorney General and the Secretary of the Department of Homeland Security will decide who is and who is not a “sanctuary jurisdiction.”

Since IVGID does not have jurisdiction over law enforcement, it is unlikely that we would be impacted by the Executive Order. However, I thought it was important for the IVGID Board of Trustees to be aware of the ongoing issues related to the Executive Order’s implementation. The NLC is monitoring the situation and there is potential legislation to make Nevada a “Sanctuary State.” It isn’t clear what implications that would have for local agencies that are operating consistent with the Executive Order. The NLC Board is not expected to take a position on this matter. The Executive Order is attached to this report for your review.
Local Government Fiscal Working Group
Property Tax Talking Points

- Property taxes are an important source of revenue for state and local governments. In fact, property taxes account for about 34.5% of general revenue for Nevada’s local governments, most notably, school districts. (Source: U.S. Census Bureau, 2014 Annual Surveys of State and Local Government Finances, released 2016)

- Property taxes have historically been among the state’s most stable sources of revenue. This, however, began to change with the passage of Assembly Bill 489 (AB489) in 2005, which created partial abatements of property tax bills. AB489 specifically stated, “A new property tax system must be considered which will allow relief to the residents whose property tax values have increased to such an extent as to jeopardize their ability to continue to live in their homes…” (see, AB489 Section 1 (9)) However, AB489 was intended to be a short-term measure, noting, “The provisions of this act are necessary to ensure that the property owners of this State are protected from severely spiking property tax bills that will otherwise threaten their ability to continue living in their homes during the next 2 years while the Legislature studies our current property tax statutes to determine the appropriate remedy to the current property tax crisis.” (see, AB489 Section 1 (11))

- AB489 has been in effect for 12 years, outlasted its intended purpose and creating an unintended, longer-term disconnect between growth in the economy and growth in property tax revenues. In fact, statewide property taxes are just now approaching 2007 levels, while the state’s population, employment, personal incomes and business output are at record levels. (Sources: Nevada Department of Taxation; Nevada State Demographer’s Office; Nevada Department of Employment, Training and Rehabilitation; U.S. Census Bureau; and the U.S. Bureau of Economic Analysis)

- The partial property tax abatements created by AB489 were intended to protect taxpayers from spiking property tax bills and not to negatively impact state and local governments’ ability to provide public services. Section 1 of AB489 made this point clear, recognizing that “State and local governments provide critical services to the residents of the State and must be assured of sufficient revenue to fund such services, including, without limitation, police and fire protection, welfare services, and educational services and facilities.” (see, AB489 Section 1 (7))

- In FY2017, about $700 million in property taxes were abated throughout Nevada. Roughly 40% of these abated tax payments would have otherwise been distributed to school districts throughout the state. This is the single largest tax abatement in Nevada’s modern history. (Source: Nevada Department of Taxation, Property Tax Redbook)

- Complicating the property tax abatement issue are a set of “secondary calculations” that significantly increase the amount of property taxes abated each year when certain economic or fiscal conditions exist. While most taxpayers understand that owner-occupied residential property tax increases are capped at 3% and all other property types are capped at 8%, they generally don’t understand that these rates can be, and often are, reduced by this secondary calculation. During FY2017, property tax increases were not capped at 3% and 8%, but rather, 0.2% for both property types. As a result, between FY2016 and FY2017, the amount of property taxes collected statewide increased by about 2% while the amount of property tax abated increased by 27%. (Source: Nevada Department of Taxation, Property Tax Redbook)

- The Local Government Fiscal Working Group, a consortium representing more than 50 local governments, has been studying the property tax issue for the past two years. They have considered dozens of alternatives that would slow the rate of growth in the property tax abatement. The culmination of that work is AB43, which establishes a floor of 3% percent on the rate at which property taxes can increase for properties receiving, or potentially receiving, a property tax abatement.

- Importantly, AB43 does not increase the property tax rate. AB43 does not eliminate 3% and 8% percent partial abatement caps created by AB489. AB43 is not retroactive, and does not affect any factor or calculation used to determine the taxable value of property. AB43 does not affect the extent to which property taxes can decline because of a decrease in taxable value from one tax year to the next. AB43 does not change the allocation or distribution of property tax revenues among state or local governments. AB43 does not create a windfall for the state or local governments; rather, it is designed to slow the rate at which the property tax abatement is expected to increase over time.

- What AB43 does do is reduce the implications of an obscure secondary calculation embedded in AB489 that was intended to protect taxpayers from spiking property taxes, but today, severely limits the rate at which property taxes can recover. The result is a growing negative fiscal impact on the state, local governments, school districts, police departments and public service providers.

121
Executive Order: Enhancing Public Safety in the Interior of the United States

EXECUTIVE ORDER

ENHANCING PUBLIC SAFETY IN THE INTERIOR OF THE UNITED STATES

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Immigration and Nationality Act (INA) (8 U.S.C. 1101 et seq.), and in order to ensure the public safety of the American people in communities across the United States as well as to ensure that our Nation’s immigration laws are faithfully executed, I hereby declare the policy of the executive branch to be, and order, as follows:

Section 1. Purpose. Interior enforcement of our Nation’s immigration laws is critically important to the national security and public safety of the United States. Many aliens who illegally enter the United States and those who overstay or otherwise violate the terms of their visas present a significant threat to national security and public safety. This is particularly so for aliens who engage in criminal conduct in the United States.

Sanctuary jurisdictions across the United States willfully violate Federal law in an attempt to shield aliens from removal from the United States. These jurisdictions have caused immeasurable harm to the American people and to the very fabric of our Republic.

Tens of thousands of removable aliens have been released into communities across the country, solely because their home countries refuse to accept their repatriation. Many of these aliens are criminals who have served time in our Federal, State, and local jails. The presence of such individuals in the United States, and the practices of foreign nations that refuse the repatriation of their nationals, are contrary to the national interest.

Although Federal immigration law provides a framework for Federal-State partnerships in enforcing our immigration laws to ensure the removal of aliens who have no right to be in the United States, the Federal Government has failed to discharge this basic sovereign responsibility. We cannot faithfully execute the immigration laws of the United States if we exempt classes or categories of removable aliens from potential enforcement. The purpose of this order is to direct executive departments and agencies (agencies) to employ all lawful means to enforce the immigration laws of the United States.

Sec. 2. Policy. It is the policy of the executive branch to:
(a) Ensure the faithful execution of the immigration laws of the United States, including the
INA, against all removable aliens, consistent with Article II, Section 3 of the United States
Constitution and section 3331 of title 5, United States Code;

(b) Make use of all available systems and resources to ensure the efficient and faithful execution
of the immigration laws of the United States;

(c) Ensure that jurisdictions that fail to comply with applicable Federal law do not receive
Federal funds, except as mandated by law;

(d) Ensure that aliens ordered removed from the United States are promptly removed; and

(e) Support victims, and the families of victims, of crimes committed by removable aliens.

Sec. 3. Definitions. The terms of this order, where applicable, shall have the meaning provided
by section 1101 of title 8, United States Code.

Sec. 4. Enforcement of the Immigration Laws in the Interior of the United States. In furtherance
of the policy described in section 2 of this order, I hereby direct agencies to employ all lawful
means to ensure the faithful execution of the immigration laws of the United States against all
removable aliens.

Sec. 5. Enforcement Priorities. In executing faithfully the immigration laws of the United
States, the Secretary of Homeland Security (Secretary) shall prioritize for removal those aliens
described by the Congress in sections 212(a)(2), (a)(3), and (a)(6)(C), 235, and 237(a)(2) and (4)
of the INA (8 U.S.C. 1182(a)(2), (a)(3), and (a)(6)(C), 1225, and 1227(a)(2) and (4)), as well as
removable aliens who:

(a) Have been convicted of any criminal offense;

(b) Have been charged with any criminal offense, where such charge has not been resolved;

(c) Have committed acts that constitute a chargeable criminal offense;

(d) Have engaged in fraud or willful misrepresentation in connection with any official matter or
application before a governmental agency;

(e) Have abused any program related to receipt of public benefits;

(f) Are subject to a final order of removal, but who have not complied with their legal obligation
to depart the United States; or

(g) In the judgment of an immigration officer, otherwise pose a risk to public safety or national
security.
Sec. 6. Civil Fines and Penalties. As soon as practicable, and by no later than one year after the date of this order, the Secretary shall issue guidance and promulgate regulations, where required by law, to ensure the assessment and collection of all fines and penalties that the Secretary is authorized under the law to assess and collect from aliens unlawfully present in the United States and from those who facilitate their presence in the United States.

Sec. 7. Additional Enforcement and Removal Officers. The Secretary, through the Director of U.S. Immigration and Customs Enforcement, shall, to the extent permitted by law and subject to the availability of appropriations, take all appropriate action to hire 10,000 additional immigration officers, who shall complete relevant training and be authorized to perform the law enforcement functions described in section 287 of the INA (8 U.S.C. 1357).

Sec. 8. Federal-State Agreements. It is the policy of the executive branch to empower State and local law enforcement agencies across the country to perform the functions of an immigration officer in the interior of the United States to the maximum extent permitted by law.

(a) In furtherance of this policy, the Secretary shall immediately take appropriate action to engage with the Governors of the States, as well as local officials, for the purpose of preparing to enter into agreements under section 287(g) of the INA (8 U.S.C. 1357(g)).

(b) To the extent permitted by law and with the consent of State or local officials, as appropriate, the Secretary shall take appropriate action, through agreements under section 287(g) of the INA, or otherwise, to authorize State and local law enforcement officials, as the Secretary determines are qualified and appropriate, to perform the functions of immigration officers in relation to the investigation, apprehension, or detention of aliens in the United States under the direction and the supervision of the Secretary. Such authorization shall be in addition to, rather than in place of, Federal performance of these duties.

(c) To the extent permitted by law, the Secretary may structure each agreement under section 287(g) of the INA in a manner that provides the most effective model for enforcing Federal immigration laws for that jurisdiction.

Sec. 9. Sanctuary Jurisdictions. It is the policy of the executive branch to ensure, to the fullest extent of the law, that a State, or a political subdivision of a State, shall comply with 8 U.S.C. 1373.

(a) In furtherance of this policy, the Attorney General and the Secretary, in their discretion and to the extent consistent with law, shall ensure that jurisdictions that willfully refuse to comply with 8 U.S.C. 1373 (sanctuary jurisdictions) are not eligible to receive Federal grants, except as deemed necessary for law enforcement purposes by the Attorney General or the Secretary. The Secretary has the authority to designate, in his discretion and to the extent consistent with law, a jurisdiction as a sanctuary jurisdiction. The Attorney General shall take appropriate enforcement action against any entity that violates 8 U.S.C. 1373, or which has in effect a statute, policy, or practice that prevents or hinders the enforcement of Federal law.
(b) To better inform the public regarding the public safety threats associated with sanctuary jurisdictions, the Secretary shall utilize the Declined Detainer Outcome Report or its equivalent and, on a weekly basis, make public a comprehensive list of criminal actions committed by aliens and any jurisdiction that ignored or otherwise failed to honor any detainers with respect to such aliens.

(c) The Director of the Office of Management and Budget is directed to obtain and provide relevant and responsive information on all Federal grant money that currently is received by any sanctuary jurisdiction.

Sec. 10. Review of Previous Immigration Actions and Policies. (a) The Secretary shall immediately take all appropriate action to terminate the Priority Enforcement Program (PEP) described in the memorandum issued by the Secretary on November 20, 2014, and to reinstitute the immigration program known as "Secure Communities" referenced in that memorandum.

(b) The Secretary shall review agency regulations, policies, and procedures for consistency with this order and, if required, publish for notice and comment proposed regulations rescinding or revising any regulations inconsistent with this order and shall consider whether to withdraw or modify any inconsistent policies and procedures, as appropriate and consistent with the law.

(c) To protect our communities and better facilitate the identification, detention, and removal of criminal aliens within constitutional and statutory parameters, the Secretary shall consolidate and revise any applicable forms to more effectively communicate with recipient law enforcement agencies.

Sec. 11. Department of Justice Prosecutions of Immigration Violators. The Attorney General and the Secretary shall work together to develop and implement a program that ensures that adequate resources are devoted to the prosecution of criminal immigration offenses in the United States, and to develop cooperative strategies to reduce violent crime and the reach of transnational criminal organizations into the United States.

Sec. 12. Recalcitrant Countries. The Secretary of Homeland Security and the Secretary of State shall cooperate to effectively implement the sanctions provided by section 243(d) of the INA (8 U.S.C. 1253(d)), as appropriate. The Secretary of State shall, to the maximum extent permitted by law, ensure that diplomatic efforts and negotiations with foreign states include as a condition precedent the acceptance by those foreign states of their nationals who are subject to removal from the United States.

Sec. 13. Office for Victims of Crimes Committed by Removable Aliens. The Secretary shall direct the Director of U.S. Immigration and Customs Enforcement to take all appropriate and lawful action to establish within U.S. Immigration and Customs Enforcement an office to provide proactive, timely, adequate, and professional services to victims of crimes committed by removable aliens and the family members of such victims. This office shall provide quarterly reports studying the effects of the victimization by criminal aliens present in the United States.
Sec. 14. Privacy Act. Agencies shall, to the extent consistent with applicable law, ensure that their privacy policies exclude persons who are not United States citizens or lawful permanent residents from the protections of the Privacy Act regarding personally identifiable information.

Sec. 15. Reporting. Except as otherwise provided in this order, the Secretary and the Attorney General shall each submit to the President a report on the progress of the directives contained in this order within 90 days of the date of this order and again within 180 days of the date of this order.

Sec. 16. Transparency. To promote the transparency and situational awareness of criminal aliens in the United States, the Secretary and the Attorney General are hereby directed to collect relevant data and provide quarterly reports on the following:

(a) the immigration status of all aliens incarcerated under the supervision of the Federal Bureau of Prisons;

(b) the immigration status of all aliens incarcerated as Federal pretrial detainees under the supervision of the United States Marshals Service; and

(c) the immigration status of all convicted aliens incarcerated in State prisons and local detention centers throughout the United States.

Sec. 17. Personnel Actions. The Office of Personnel Management shall take appropriate and lawful action to facilitate hiring personnel to implement this order.

Sec. 18. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,
MEMORANDUM

TO:          Board of Trustees

FROM:        Phil Horan
             Chairman of the Audit Committee

SUBJECT:     Review, discuss and possibly appoint a new member to the Audit Committee - Audit Committee Membership, Policy 15.1.0, Audit Committee

DATE:        February 1, 2017

I have asked that this General Business item be on the agenda so that the Board of Trustees can review the current membership of the Audit Committee and, if desired, make modifications thereto.

The current members of the Audit Committee are:

    Phil Horan (Chair)
    Kendra Wong

Attached is Policy 15.1.0, Audit Committee, for reference purposes.
Accounting, Auditing, and Financial Reporting
Audit Committee
Policy 15.1.0

The Incline Village General Improvement District is committed to be proactive, informed, and providing the highest form of financial accountability to its residents. Achieving this goal requires clear rules and procedures for making decisions and their impact on financial results. As required by Nevada Revised Stature 354.624, each local government shall provide for an annual independent audit of all of its financial statements.

POLICY: Each year, the Board of Trustees may establish the need for an Audit Committee and appoint no less than three members to such committee. Members of the Audit Committee should be current Board members. As a general rule no one having managerial responsibilities that fall within the scope of the audit should serve as a member.

1.0 Independent accountants report directly to the Audit Committee

The independent auditor reports directly to the Audit Committee. The Audit Committee is expected to maintain free and open communication with the independent auditor and District Staff. This communication will include periodic executive sessions with each of these parties.

2.0 Scope of Audit Committee’s authority and responsibilities

The Audit Committee at a minimum shall have the following authority and responsibilities:

1. To select, evaluate and, if necessary, replace the District’s independent auditor, and to approve all audit engagement fees and terms.

2. To review, with management and the auditors, the District’s annual audit planning, budgeting and staffing decisions.

3. To review procedures for the receipt, retention, and treatment of complaints received by the District regarding accounting, internal accounting controls, auditing matters, or suspected fraud. Review any submissions that have been received, the current status, and the resolution if one has been reached.

Adopted January 14, 2009
4. To review procedures for the confidential, anonymous submission by the District’s employees of concerns regarding questionable accounting or auditing matters, or suspected fraud, that can not be handled by other appropriate levels of management.

5. The Audit Committee should meet at least four times per year, and at additional times when necessary. These meetings may be combined with regularly scheduled meetings, or may be held more frequently as circumstances may require. The Audit Committee may ask members of management or others to attend the meetings and provide pertinent information as necessary.

6. To prepare and submit to the District’s Board of Trustees an annual Audit Committee report in conjunction with the acceptance of the annual audit.

7. To review and reassess, at least annually, the adequacy of the audit committee responsibilities and recommend any proposed changes to the Board of Directors for approval.

8. To appoint a Chair for the Audit Committee who will act as the primary contact with the independent auditor.

3.0 Structure of Audit Committee

Members of the Audit Committee should be current Board members and ideally, all members of the Audit Committee should possess or obtain a basic understanding of governmental financial reporting and auditing. The Audit Committee meets at least four times a year. Additional meetings may occur as the Audit Committee deems advisable. The Audit Committee will keep adequate minutes of its meetings and will report on its actions and activities at the next regular meeting of the District’s Board of Trustees. Audit Committee members will be furnished with copies of the minutes of each meeting and any action taken by unanimous consent. The Audit Committee is governed by the same open meeting laws NRS 241 as long as three current District Board members are on the Audit Committee and in attendance at the Audit Committee meetings.

Adopted January 14, 2009
Aaron,

You are correct that I didn’t notice your initial request on February 6, 2017 as I was a cc. I did receive your follow up on February 14, 2017 and I am working on your request and I hope to have a response to you no later than February 22, 2017 which would be within five (5) business days.

Susan A. Herron, CMC  
Executive Assistant/District Clerk/Public Records Officer  
Incline Village General Improvement District  
893 Southwood Boulevard, Incline Village, NV  89451  
P: 775-832-1207  
F: 775-832-1122  
M: 775-846-6158  
sah@ivgid.org  
http://ivgid.org

From: s4s@ix.netcom.com  
Sent: Wednesday, February 15, 2017 8:07 PM  
To: Herron, Susan  
Cc: Kendra Wong; Tim Callibrate; Horan, Phil; Matthew Dent; Peter Morris; Devon Reese  
Subject: Re: It Just Keeps Going, and Going, and Going...Trustee Surety Bonds

Hello Susan -

Today is now, in essence, February 16, 2017. And still you have not responded to my public records request (below) of February 6, 2017. And you have not responded to my follow up request (below) of February 14, 2017.

When, if ever, do you intend to respond as NRS 239.0107 mandates? When, if ever, do you intend to produce the records I have requested?

The fact you haven't responded Susan, sends me the message the subject surety bonds did not exist when I made my public records request? Am I mistaken?

And if I am correct, how does staff intend to retroactively manufacture the statutory surety bonds for former trustee Hammerel? And trustees Wong and Callibrate?

And what does the IVGID Board intend to fulfill its obligations by compelling staff to comply with the Public Records Act and produce the surety bonds required?

Bueller? Bueller? Is anyone listening?

Respectfully, Aaron Katz
-----Original Message-----
From: "s4s@ix.netcom.com"
Sent: Feb 14, 2017 9:18 AM
To: Herron Susan
Cc: Wong Kendra Trustee, Callibrate Tim Trustee, Horan Phil, dent matthew, Morris Peter, "DReese@rklawyers.com"
Subject: It Just Keeps Going, and Going, and Going...Trustee Surety Bonds

Hello Susan -

On February 6, 2017 I made the public records requests below highlighted in yellow. Although not addressed to you, you were "cc'd" and thus had notice of the request.
Given more than five business days have elapsed since the request and again, you have not complied with your responsibilities under NRS 239.0107, I call your deficiencies to your attention as well as the IVGID Board's and ask when you intend to produced the requested records?

Respectfully, Aaron Katz
-----Original Message-----
From: "s4s@ix.netcom.com"
Sent: Feb 6, 2017 4:50 PM
To: Wong Kendra
Cc: Herron Susan, Callicrate Tim Trustee, Horan Phil, dent matthew, Morris Peter, "DReese@rklawyers.com"
Subject: It Just Keeps Going, and Going, and Going...

Dear Chairperson Wong and the Other Honorable Members of the IVGID Board:

Apparently our staff are unaware of the fact our trustees are compelled to provide the Washoe County Clerk with surety bonds, in the form determined by the Washoe County Board of Commissioners, as required by NRS 318.080(4) and 318.085(4). In fact, it is my view trustees do not qualify to hold office until they have provided these bonds to the Washoe County Clerk just the way they are required to provide their oaths of office.

I have discussed this matter with the Washoe County Clerk and have been informed that neither IVGID nor any former IVGID trustee has ever filed such a surety bond with the County Clerk.

I therefore ask the IVGID Board agendize for action at its next Board meeting, the forthwith filing of the requisite surety bonds for all present trustees with the Washoe County Clerk.

I also ask to examine the surety bonds for trustees Callicrate, Horan, Dent and Wong and former trustees Devine and Hammerel, retroactive to the date they each took office as trustees, as well as any different surety bonds effective January of this year for trustees Horan, Dent and Morris.

I also ask to examine records originating from the Washoe County Board of Commissioners instructing IVGID as to "the form and exact amount...of (those bonds)...determined, respectively, by the board of county commissioners."

Please include a copy of this e-mail in correspondence to the IVGID Board included in the next Board meeting packet.

Thank you for your cooperation. Aaron Katz
Thank you Mr. Guinasso -

Does not IVGID maintain a chart of accounts?

Does not IVGID assign a unique chart of account name and number to every expense it incurs?

If so, how can you state Ms. Herron has responded to my records request in its entirety when neither have been produced for my examination?

Did not IVGID request a proposal from F'inn? Did not F'inn respond? Did not IVGID consent to the proposal? None of the records provided includes any of this yet all respond to my request (as they constitute the contract entered into between IVGID and F'inn (rather than an internal IVGID purchase order)). So how can you state Ms. Herron has responded to my request in its entirety.

It is you who are out of order. And it is you who are uncivil. Let the record so reflect.

You have until the end of business today to change your advice re: document production. If you don't, amongst other action, I will take your advice insofar as available remedies are concerned.

Respectfully, Aaron Katz

-----Original Message-----
From: Jason Guinasso
Sent: Feb 14, 2017 8:50 AM
To: "s4s@ix.netcom.com"
Cc: "Herron,Susan" , Wong Kendra Trustee , Callicrate Tim Trustee , Horan Phil , Dent Matthew , Morris Peter , "Pinkerton, Steve J." , Devon Reese
Subject: Re: Records Request - Wavelengths/F'inn Consulting

Mr. Katz -

Please be advised that your records request has been completed in its entirety.

Please be advised that your accusations and tone are beginning to cross the line of appropriate civility and deference that Ms. Herron is owed. You have already been admonished about your abusive behavior by a District Court Judge on several occasions. While the law provides you the right to make records requests, it does not give you the right to accuse her of acting unlawfully or speaking to her in a way that would lead a reasonable person to conclude that you are bullying, degrading or otherwise acting in a manner that amounts to harassment. If you believe Ms. Herron or anyone in the District is acting unlawfully, you have the right to avail yourself of appropriate remedies at law.

Please limit your communications with Ms. Herron to specific requests for records. Also, please avoid longwinded narratives that do not serve to clarify what records you are requesting and/or pontificating on your view of what you think Nevada law requires. Such communication is outside the scope of what the Nevada Public Records Act contemplates and only serves to confuse the reader on what records you are actually requesting so that the District can be responsive. Finally, Nevada's public records laws do not require staff to respond to interrogatories. Therefore, please be advised that your questions will not be answered by Ms. Herron. She has been instructed by legal counsel to only respond to your specific records requests.

Thank you in advance for your anticipated cooperation, civility and adherence to Nevada law.

Jason D. Guinasso, Esq.

guinasso@rkglawyers.com
www.rkglawyers.com
190 W. Huffaker Lane, Suite 402  
Reno, Nevada 89511  
p. 775.853.8746  
f. 775.201.9611

936 Southwood Blvd., Suite 301  
Incline Village, Nevada 89451  
p. 775.832.6800  
f. 775.832.6801

2300 W. Sahara Ave., Suite 800  
Las Vegas, Nevada 89102  
p. 702.856.4333

*Please Note:*  
The information contained in this E-mail and/or attachments may contain protected health, legally privileged, or otherwise confidential information intended only for the use of the individual(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you may not further disseminate, distribute, disclose, copy or forward this message or any of the content herein. If you have received this E-mail in error, please notify the sender immediately and delete the original.

On Feb 11, 2017, at 1:11 PM, s4s@ix.netcom.com wrote:

Thank you Susan -

But again, you are well of the fact you have not provided "all the records" I have asked to examine. So why tell me your incomplete response has satisfied my "request in its entirety?"

Not that I have to state to you the concealed records, let me list some of them.

As you know I asked to examine:

5. Records evidencing the chart of account name and number assigned by staff to all payments made to Flinn Consulting. You provided NONE;

6. Whatever those chart of account numbers, records evidencing all other expenses assigned by IVGID staff to those same account numbers from July 1, 2015 through and including the present. You provided NONE;

7. IVGID's internal 2015-16 and 2016-17 budgets (the ones NOT shared with the public) whereby the above-expenses were expressly budgeted. You provided NONE;

8. Records (such as e-mails, memos, etc.) evidencing the name(s) of staff personnel providing each record or each response in lieu of record resulting in your response to my request. You provided NONE;

9. Records evidencing IVGID staff's investigation/due diligence of Wavelength/Flinn Consulting qualifications to perform the services the subject of the above-requested contracts. You provided NONE.

I want to examine the deficient public records. I shouldn't have to remind you of this but your concealment is criminal [see NRS 239.320]. Is that the remedy you/Mr. Guinasso want me to pursue? Or are you going to open up the public's records you continue to conceal?
Did staff know that F'inn Consulting does NOT operate out of the physical "suite" address as it has represented to the public and staff? The address provided is nothing more than a UPS store front in a strip mall. F'inn has no offices nor employees at that address. It maintains nothing more than a "mail box" inside. I submit that if a vendor deceitfully misrepresents its office address, as has this vendor, a more comprehensive investigation of its qualifications is mandated. Which is the reason why I asked item "9" above. So again, what due diligence was performed by staff (as evidenced in records), if any?

And in anticipation of Mr. Guinasso acting as an aider and abettor in the commission of unlawful acts intended to frustrate the public's right to examine public records, just the way he has acted as an aider and abettor to frustrate Trustee Dent in fulfilling his statutory duties as Treasurer, I am sending Mr. Guinasso a copy of this string of e-mails.

I am also sending a copy of this e-mail string to the Board asking they agendize this issue to compel staff to turn over the concealed records with the request that if they continue to be concealed, all guilty staff have their employment immediately terminated. Moreover, I ask this e-mail string be included in the next Board packet so the community can see first hand the concealment which permeates this GID.

Thank you for your cooperation and hopeful production of the concealed requested public records. Aaron Katz

---Original Message---
>From: "Herron, Susan"
>Sent: Feb 11, 2017 10:59 AM
>To: "s4s@ix.netcom.com"
>Cc: 'Jason Guinasso'
>Subject: RE: Records Request - Wavelengths/F'inn Consulting
>
>Aaron,
>
>Attached are all the records in response to your request below; this completes your records request in its entirety.
>
>Susan A. Herron, CMC
>Executive Assistant/District Clerk/Public Records Officer
>Incline Village General Improvement District
>893 Southwood Boulevard, Incline Village, NV 89451
>P: 775-832-1207
>F: 775-832-1122
>M: 775-846-6158
>gah@ivgld.org
>http://ivgld.org
>
>---Original Message---
>From: s4s@ix.netcom.com [mailto:s4s@ix.netcom.com]
>Sent: Friday, February 03, 2017 10:15 PM
>To: Herron, Susan
>Cc: Devon Reese
>Subject: Records Request - Wavelengths/F'inn Consulting
>
>Hello Susan -
>
>Another records request. I would like to examine the following records pertaining to Wavelengths and/or F'inn Consulting:
>
>1. Any contracts entered into with IVGID;
>2. Any records designating the scope of work to the extent not included in any contracts;
>3. All invoicing for services rendered by Wavelengths and/or F'inn pursuant to these contracts;
>4. All payments by IVGID pursuant to those invoices;
>5. Records evidencing the chart of account name and number assigned by staff to all of the above-payments;
>6. Whatever those chart of account numbers, records evidencing all other expenses assigned by IVGID staff to those same account numbers from July 1, 2015 through and including the present;
>7. IVGID's internal 2015-16 and 2016-17 budgets (the ones NOT shared with the public) whereby the above-expenses were expressly budgeted.
>8. Records (such as e-mails, memos, etc.) evidencing the name(s) of staff personnel providing each record or each response in lieu of record resulting in your response to my request.
>9. Records evidencing IVGID staff's investigation/due diligence of Wavelength/F'inn Consulting qualifications to perform the services the subject of the above-requested contracts.
>
>Thank you for your cooperation. Aaron Katz
Correspondence received

---------- Forwarded message ----------
From: Mike Abel <MikeAbel@paccell.net>
Date: Thu, Feb 2, 2017 at 1:33 PM
Subject: What a waste of money
To: kaylaanderson1080@gmail.com
Cc: Kevin MacMillan <kmacmillan@swiftcom.com>, Kendra Wong <kwong.ivgid@gmail.com>, Tim Callicrate <Tim2Tahoe@msn.com>

This survey is a complete waste of money and energy.
IVGID and Mr. Pinkerton need to do foolish surveys like this to validate their truly mediocre management.
A $3.00 mirror would be more valuable!
Examples:
Crowded beaches where management and the board compromise our deed holder rights.
Miserable reliability with the lifts at Diamond Peak this winter.
A plethora of no-bid contracts to waste the public treasury.
Cheating the public out of their money after our bonds are paid off.
Opaque book keeping.
Quashing of the ability to speak out on specific items at public meetings

I guess that I am a detractor.

I was told recently of a sewer district which an acquaintance called, “the worst and most corrupt agency in the US”.
I challenged the “detractor”
<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY OF THE WEEK</th>
<th>TIME</th>
<th>LOCATION</th>
<th>MEETING</th>
<th>ITEMS SLATED FOR CONSIDERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/08/2017</td>
<td>Wednesday</td>
<td>3 p.m.</td>
<td>Chateau</td>
<td>Complete training given by J. Guinasso</td>
<td>So you are now a Trustee....</td>
</tr>
<tr>
<td>03/08/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>Incline Beach House Project - Conceptual Design Presentation Operating Budget (2017/2018)</td>
</tr>
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<td>Board Work Plan Action Item (?)</td>
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<td>Pump Track MOU</td>
</tr>
<tr>
<td>03/17/2017</td>
<td>Friday</td>
<td>9 a.m. - 4 p.m.</td>
<td>Start at Public Works</td>
<td>Noticed Event</td>
<td></td>
</tr>
<tr>
<td>03/23/2017</td>
<td>Thursday</td>
<td>11:30 a.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
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</tr>
<tr>
<td></td>
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<td></td>
<td>Regular Board Meeting</td>
<td>First exposure to 2017/2018 Capital Budget Procurement Award for Diamond Peak Uniforms</td>
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<td></td>
<td>Washoe County School District and IVGID Joint Use Agreement Amendment</td>
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<td>Waterman Construction Award (Johnson)</td>
</tr>
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<td></td>
<td>Set the public hearing dates for the Recreation Roll and 2017/2018 budget</td>
</tr>
<tr>
<td>04/12/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>Approve preliminary Fiscal Year 2017-2018 budget</td>
</tr>
<tr>
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<td></td>
<td>Public Works Storage Building Award (Johnson)</td>
</tr>
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<td></td>
<td>Preliminary Recreation Roll approval</td>
</tr>
<tr>
<td>04/25/2017</td>
<td>Tuesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td></td>
</tr>
<tr>
<td>04/25/2017</td>
<td>Tuesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>Approval of RWTB Memo of Understanding for 2017 Event(s)</td>
</tr>
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<td></td>
<td>WRRF Access Contract Award</td>
</tr>
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<td></td>
<td>Ordinances 2 and 4 Public Hearing</td>
</tr>
</tbody>
</table>

**LONG RANGE DRAFT CALENDAR**

*Thursday, February 16, 2017*
<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY OF THE WEEK</th>
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<th>LOCATION</th>
<th>MEETING</th>
<th>ITEMS SLATED FOR CONSIDERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/10/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>District Strategic Plan</td>
</tr>
<tr>
<td>05/24/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td>1-1-2017 to 3-31-2017 Quarterly Dashboard Report</td>
</tr>
<tr>
<td>05/24/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>Final approval of 2017/2018 District budgets</td>
</tr>
<tr>
<td>06/14/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>JUNE 2017</td>
</tr>
<tr>
<td>06/24/2017</td>
<td>Saturday</td>
<td></td>
<td>Recreation Center</td>
<td>2nd Quarter Community Meeting</td>
<td></td>
</tr>
<tr>
<td>06/28/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td>Topic: Community Services Master Plan Community Workshop (2 of 2) - First one was held Nov 30, 2016</td>
</tr>
<tr>
<td>06/28/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>JULY 2017</td>
</tr>
<tr>
<td>07/12/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td></td>
</tr>
<tr>
<td>07/26/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td></td>
</tr>
<tr>
<td>07/26/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>Approval of Indebtedness Report as required by the State of Nevada</td>
</tr>
<tr>
<td>08/09/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>AUGUST 2017</td>
</tr>
<tr>
<td>08/23/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td>Trustee Wong has a potential conflict</td>
</tr>
<tr>
<td>08/23/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>4-1-2017 to 6-30-17 Quarterly Dashboard Report</td>
</tr>
<tr>
<td>08/23/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>3rd Quarter Community Meeting</td>
<td>Topic: Hold all pending voting and casting of ballots</td>
</tr>
<tr>
<td>09/13/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>SEPTEMBER 2017</td>
</tr>
<tr>
<td>09/27/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td></td>
</tr>
<tr>
<td>09/27/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td></td>
</tr>
<tr>
<td>10/11/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>10/25/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td></td>
</tr>
<tr>
<td>10/25/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
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<td>ITEMS SLATED FOR CONSIDERATION</td>
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<tr>
<td>11/08/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
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</tr>
<tr>
<td>11/22/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td>This meeting is typically cancelled due to the Thanksgiving holiday</td>
</tr>
<tr>
<td>11/22/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>This meeting is typically cancelled due to the Thanksgiving holiday</td>
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<td>4th Quarter Community Meeting</td>
<td>Topic:</td>
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<tr>
<td>DECEMBER 2017</td>
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</tr>
<tr>
<td>12/13/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td></td>
</tr>
<tr>
<td>12/27/2017</td>
<td>Wednesday</td>
<td>5:30 to 6 p.m.</td>
<td>Chateau</td>
<td>Meet and Greet</td>
<td>This meeting is typically cancelled due to the Christmas holiday</td>
</tr>
<tr>
<td>12/27/2017</td>
<td>Wednesday</td>
<td>6 p.m.</td>
<td>Chateau</td>
<td>Regular Board Meeting</td>
<td>This meeting is typically cancelled due to the Christmas holiday</td>
</tr>
</tbody>
</table>

Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar

RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware

Revision to Memorandum of Understanding with Incline-Tahoe Parks and Recreation Vision Foundation (ITF)

Commercial Boat Operators

TRPA EIS Contract at Diamond Peak

Non-alcoholic beverage contract award (tentative)

Capital Projects Update: Status of current projects and presentation of long term options for Mountain Course Clubhouse and Maintenance Facility

IVGID Code/Codification

Land Policy

Investment Policy Update ref: GFOA update