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**Incline Village General Improvement District Code**

**(“IVGID Code” or “District Code”)**

**ENABLING LAW AND BACKGROUND**

**Nevada Revised Statutes (NRS) CHAPTER 318 - GENERAL IMPROVEMENT DISTRICTS**

<https://www.leg.state.nv.us/NRS/NRS-318.html>

* GENERAL PROVISIONS
* ORGANIZATION OF DISTRICTS
* BOARD OF TRUSTEES; DISTRICT POWERS
* TAXATION
* BOUNDARIES; INCLUSION AND EXCLUSION OF PROPERTY
* ANNEXATION OF TERRITORY BY DISTRICT CREATED TO FURNISH ELECTRICITY
* BORROWING, BONDS AND SPECIAL ASSESSMENTS
* MERGER, CONSOLIDATION AND DISSOLUTION OF DISTRICTS
* CORRECTIVE ACTION
* EFFECT OF CHAPTER 542, STATUTES OF NEVADA 1967

**WASHOE COUNTY ENABLING ORDINANCES**

* Ordinance 97 (1961)
* First Amendment to Ordinance 97 (1964)
* Second Amendment to Ordinance 97 (June 1965)
* Third Amendment to Ordinance 97 (November 1965)
* Fourth Amendment to Ordinance 97 (May 1969)

**Other State Laws and Regulations Governing IVGID Authority and Responsibility**

* Public Works (NRS Chapter 338)
* The Local Government Budget and Finance Act (NRS Chapter 354)
* The Local Government Purchasing Act (NRS Chapter 332)
* Nevada Open Meeting Law (NRS Chapter 241)
* Nevada Public Records Act (NRS Chapter 239)

**Legislative Counsel Bureau (LCB) Background Paper 83-4 “General Improvement Districts.”**

<https://www.leg.state.nv.us/Division/Research/Publications/Bkground/BP83-04.pdf>

**Fact Sheet-13-32: “Funding Economic Development in Nevada: General Improvement Districts”** <http://www.nvnaco.org/wp-content/uploads/Funding-Econ-Dev-in-NV-Gen-Improvement-Districts.pdf>

**“Legal Authority of General Improvement Districts in Nevada”** <http://www.sunvalleynevada.us/Paul%20Lipparelli%20on%20GIDs.pdf>

**History of Incline Village General Improvement District**

<https://www.yourtahoeplace.com/ivgid/about-ivgid/history-of-ivgid>

* Background of IVGID (Creation to Present)
* Crystal Bay GID combined with IVGID

**IVGID Today**

* Board of Trustees <https://www.yourtahoeplace.com/ivgid/board-of-trustees>
* Mission and Vision <https://www.yourtahoeplace.com/ivgid/about-ivgid/mission-vision>
* Departments <https://www.yourtahoeplace.com/ivgid/departments>
  + Administration
    - Senior Management Team
    - Legal
    - Finance & Accounting
    - Asset Management
    - Human Resources
    - Risk Management
    - Information Technology
  + Public Works
    - Water
    - Sewer
    - Solid Waste
  + Parks, Recreation, Community Services
    - Beaches
    - Recreational Center
    - Programs & Camps
    - Outdoor Recreation
    - Golf Courses
    - Tennis Center
    - Weddings & Events
    - Food & Beverage
    - Diamond Peak Ski Resort

**Community Governance, Public Safety, Services and Administration Not Provided By IVGID**

* United States Coast Guard <http://www.sierracgaux.org>
* United States Forrest Service <https://www.fs.fed.us>
* Tahoe Regional Planning Agency <http://www.trpa.org>
* North Lake Tahoe Fire Protection District <http://www.nltfpd.net>
* Nevada Division of State Lands <http://lands.nv.gov>
* Nevada Department of Transportation <https://www.nevadadot.com>
* Nevada Department of Wildlife <http://www.ndow.org>
* Washoe County <https://www.washoecounty.us>
  + Washoe County Commission
  + Washoe County Sheriff
  + Washoe County Emergency Operations Center
  + Washoe County District Attorney
  + Incline Village Justice Court
  + Washoe County Roads
  + Washoe County Assessors
  + Washoe County Planning, Zoning, and, Building and Land Use Permits
  + Washoe County Business Licenses
  + Washoe County Health Department
  + Washoe County Registrar of Voters
  + Washoe County Library
  + Washoe County Senior Services
  + Washoe County Animal Services
* Washoe County School District – Incline Village Schools <http://www.inclineschools.org/index.php/schools>
* Nevada Energy <https://www.nvenergy.com>
* Southwest Gas <https://www.swgas.com>
* Waste Management (Transfer Station) <http://www.wm.com/location/nevada/northern-nevada/inclinevillage/index.jsp>

TITLE 1 GENERAL PROVISIONS

# CHAPTER 1.01 ESTABLISHMENT OF IVGID CODE

## Declaration of Purpose

The Incline Village General Improvement District (herein referenced as “IVGID”) Board of Trustees finds that it is desirable and in the public interest to codify IVGID ordinances, policies, resolutions, and practices into one District Code in order to provide an understandable and easy to use method of organization. The adoption of a District Code will provide the IVGID Board, Management, Staff, and the general public with an understandable and easy to use method of organization and classification that will serve as a coherent, convenient and logical compilation of IVGID ordinances, policies, resolutions, and practices.

## Establishment of Code

This codification of IVGID ordinances, policies, resolutions, and practices shall be known as the "IVGID Code.” All IVGID past ordinances, policies, resolutions, and practices which are now embodied in the IVIGD Code are hereby repealed.

## Outline of Code

Ordinances, policies, practices and procedures which are adopted from time to time shall be classified and organized under the following scheme of titles:

Title 1 - General Provisions

Title 2 - Governance

Title 3 - Administration & Personnel

Title 4 - Public Records

Title 5 - Revenue & Finance

Title 6 - Solid Waste

Title 7 - Sewer

Title 8 - Water

Title 9 – Beaches

Title 10 – Community Services

## Principles of Construction

The provisions of this Code and all proceedings under it are to be construed to give effect its purposes. Unless the provisions of this Code otherwise specifically provide, or the context of this Code indicates to the contrary, the general provisions, rules of construction, and definitions set forth in the following sections of this chapter shall govern the construction of this Code. The following rules or meanings shall be applied in the construction and interpretation of the Code unless such application would be clearly inconsistent with the plain meaning or intent of the provisions of this Code:

1. ACTS BY AGENTS. When the Code requires an act be done by a person which may be legally performed by an authorized agent of that principal person, the requirement shall be construed to include all acts performed by such agents.
2. COMPUTATION OF TIME. In computing any period of time prescribed or allowed by this Code, the day of the act or event from which the period of time begins to run shall not be included but the last day of the period shall be included, unless it is a Saturday, a Sunday or a legal holiday. If the period of time prescribed or allowed is less than seven (7) days, Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used in this section, "legal holiday" means any statewide legal holiday specified by state law.
3. GENDER. Every word in this Code referring to the masculine gender shall also be construed to apply to females, and vice versa.
4. GENERAL RULE. Unless otherwise defined in this Code, all words and phrases shall be construed according to their plain meaning in common usage. However, words or phrases with a technical or special meaning shall be understood and construed according to that technical or special meaning if such is the intent of the Code Titles and Sections.
5. PERSON. The word "person" shall mean any of the following entities: natural persons, corporations, partnerships, associations, bodies politic or any other entity of any kind which is capable of being sued.
6. SINGULAR AND PLURAL. Every word in this Code referring to the singular number only shall also be construed to apply to several persons or things, and every word in this Code referring to a plural number shall also be construed to apply to one (1) person or thing.
7. TENSE. The use of any verb in the present tense shall not preclude the interpretation of the verb in the future tense where appropriate.

## Partial Invalidity

If any chapter, section, sentence, clause or portion of this Code is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

## Effect of Headings

The title, chapter, article, and section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, article, or section of this Code.

## Meaning of "Section" and "Subsection"

"Section" shall mean a section of this Code, unless one other source is specifically set forth. "Subsection" shall mean a subsection of the section in which the term occurs, unless one other section is expressly set forth.

## Amending the IVGID Code

1. Describe process and procedure for amending the IVGID Code

The management of the Code shall be the responsibility of the District’s General Manager. At the beginning of each calendar year, the District General Manager will meet with the Chair of the Board and determine a date for a review of the Code, if necessary. If the Code does not require review during that calendar year, the District General Manager shall notify the Board via his written monthly status report. If the District General Manager and the Board Chair agree that a review is necessary, then that information shall be communicated to the remaining Board members via the District’s General Manager’s written monthly status report **and** added to the District’s long range calendar which is included in the Board’s packet of materials for each and every Board meeting.

1. Establish schedule for regular review of the IVGID Code

At a minimum, the Code shall be reviewed, with the Board, every three (3) years.

1. Provide citations to relevant NRS in appendix to this section

## [reserved]

## [reserved]

# CHAPTER 1.02

## Definitions

As used in this Code, unless a different meaning is apparent from the context or is specified elsewhere in the Code:

[after first draft of Code is completed and reviewed by Board of Trustees, legal counsel will insert definitions of terms that appear throughout the IVGID Code that require definition]

# CHAPTER 1.03

## IVGID Logo

The IVGID logo for the Incline Village General Improvement District is adopted and approved as depicted here:

The IVGID logo is a registered trademark of IVGID.

## Authorized Use

1. The District Clerk shall have custody and charge of the IVGID logo, and such other insignia that may from time to time be adopted pursuant to this Code. Except as provided by this Code, any seal, logo, insignia, or other symbol officially adopted for use by IVGID shall not be affixed to any instrument without the special warrant of the IVGID General Manager.
2. Use of the IVGID logo by any person, corporation, or organization shall be subject to the proper approval of the IVGID General Manager.
3. The IVGID logo shall not be used by any person, firm or organization for any false, misleading or malicious purpose.
4. The General Manager shall have the authority to approve use of the Incline Village logo by private businesses, under the following guidelines:
   1. No business shall make use of the trademark without execution of a written agreement with IVGID, which may be amended or revoked by IVGID at any time, without advance notice.
   2. Use shall be restricted to out-of-town advertising and local souvenir sales, as further prescribed herein. The trademark shall not be used on letterhead, business cards, or similar means of non-promotional business communication.
   3. The trademark shall only be used to identify Incline Village and Crystal Bay as a whole. The trademark shall not be used to identify a geographic entity larger or smaller than Incline Village and Crystal Bay. The trademark shall not be used to identify or promote individual businesses, products, or services, regardless of their location.
   4. The trademark shall not be used in conjunction with any utility, Nordic or downhill ski area, tennis complex, golf course, or beach facilities, except those owned by IVGID. The trademark shall not be used in conjunction with any recreational activity similar to any activity offered by IVGID.
   5. The logo shall only be used with the words, "Incline Village" attached immediately adjacent thereto. "Incline Village" shall be printed in the Albertus type style or another similar type style approved by IVGID in advance.
   6. If the logo is printed in color, it shall be printed in the logo's true blue/green colors (Pantone 3278 [Teal] and Pantone 293 [Blue]).
   7. The trademark shall not be used in combination with any other trademark, logo, or graphic representation, except "Tahoe's Tahoe."
   8. When used for advertising, it shall only be used in media, the principal audience of which is outside Incline Village/Crystal Bay. All such advertising shall explicitly contain the name of the private business which is offering the product or service. All such advertising shall also contain the language, "An independent business located within" (or other similar language approved by the General Manager), immediately adjacent to the Incline Village trademark. For print media, under no circumstances shall the Incline Village trademark exceed one-half the size of the trademark or name of the private business, product, or service.
   9. When used on souvenirs (such as shirts, jackets, and hats), distribution and sale of such souvenirs shall be limited to the boundaries of IVGID. If the name or trademark of a private business, product, or service also appears on the souvenir, it shall be physically located on a separate portion of the souvenir from the Incline Village trademark.
   10. The General Manager may ban the use of the trademark in any fashion he deems, if in his sole judgment, is not appropriate.
   11. A specific replica of each souvenir, prior to production, shall be furnished to the General Manager for approval. A general proof of each advertising piece, prior to its use, shall be furnished to the General Manager for approval. The general advertising proof shall identify the use and placement of the Incline Village trademark in relation to the use and placement of all other names or trademarks of private businesses, services, or products located in the advertising, to scale.
   12. The General Manager may, at his discretion, require one original of each advertising or souvenir to be furnished to, and kept by, IVGID.
   13. All uses of the Incline Village trademark shall be of the highest quality and good taste. The General Manager is hereby authorized to disapprove or revoke any use which in his judgment is not of high quality or in good taste.
   14. The trademark shall not be used in conjunction with any business which engages in business practices which, in the General Manager's opinion, are not reputable, or have the appearance of being disreputable.
   15. The trademark shall not be used in conjunction with any illegal or immoral activity, or tobacco, alcoholic beverages, drugs, sexual products or services, real estate sales or development, construction, massage, films, videos, records, magazines, newspapers, books, greeting cards, posters, or periodicals. The General Manager may add additional items to this list at his discretion.
5. All rights granted shall be non-transferable, non- assignable, and non-exclusive.
6. The Board of Trustees hereby reserves the right to amend or revoke this section of the Code at any time, in which case all such rights granted hereunder shall be likewise amended or revoked.
7. The Board of Trustees also reserves the right to review, alter, amend, and reverse any action of the General Manager under this Code section.
8. This Code section shall not apply to businesses operating IVGID-owned facilities under contract.
9. District Legal Counsel is hereby authorized to pursue, upon Board of Trustees approval, any and all civil remedies available at law or equity for use of the logo in violation of this Code.

\*\*\* we need documentations of registered trademark in appendix to this section –requested by SAH (asked Marketing)

Source: Policy and Procedure No. 113; Resolution No. 1517 (Use of Trademark by Private Businesses and Persons (April 24, 1986; amended 8/12/96)

click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

TITLE 2 GOVERNANCE

# CHAPTER 2.01 BOARD OF TRUSTEES

### Appendix: NRS Chapter 318

### Appendix: Washoe County Enabling Ordinances

## Powers and Duties

1. The general powers of the Board of Trustees are provided for in NRS Chapter 318.
2. The Board of Trustees have the statutory authority and responsibility to make the final decisions on District matters.
3. The Board of Trustees have delegated to IVGID Staff the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions. After Board of Trustees decisions are made, District Staff have the responsibility to implement and carry out the directions and objectives approved by the Board of Trustees.
4. Authorization to Sign Checks. The General Manager and the officers of the Board are hereby authorized to sign checks drawn on the various bank accounts of the District. It shall be required that at least two (2) signatures are affixed to any check drawn on such accounts.
5. Facsimile Signatures. The banks with which the District does business are authorized and directed to honor checks drawn on the various bank accounts of the District, when bearing any two facsimile signatures of the officers of the Board of Trustees and General Manager of the District, after their manual signatures are filed with the Secretary of State, in conformance with Nevada Revised Statutes 351.030.

## Number of Members

The IVGID Board of Trustees consists of five elected or appointed Trustees.

## Qualifications

A Trustee must be a qualified elector within the District. [insert cross-reference to qualified elector language, Washoe County Registrar of Voters for more details]

From the Nevada Secretary of State Website – Filing for a Non-Judicial Office

**ELIGIBILITY**  
To run for office in the State of Nevada, you must fulfill the following requirements:

* For non-federal offices, reside within the boundaries of the district where you plan to run for office, beginning on a date at least 30 days immediately preceding the close of declarations-of-candidacy filing for this office;
* For federal offices (i.e., U.S. Senate and Representative in Congress), be an inhabitant of Nevada on or before Election Day. See *Schaefer v. Townsend*, 215 F.3d 1031 (9th Cir. 2000).
* Be a registered member of the Party you claim to represent (not required for candidates of non-partisan offices);
* Be a qualified elector pursuant to Section 1 of Article 2 of the Constitution of the State of Nevada;
* Have your civil rights restored by a court of competent jurisdiction, if you have ever been convicted of treason or a felony; and
* If running as a candidate of a major political party, have not, in violation of the provisions of NRS 293.176, changed the designation of your political party or political party affiliation on an official application to register to vote in any state since December 31st before the closing filing date for this election.

## Elections

The Board of Trustees are elected by residents of IVGID every two years, with two Trustees being elected in one election cycle followed by three Trustees being elected in the subsequent election cycle.

## Term

Elections of each Trustee are to be a four-year term with elections occurring in even calendar years.

## Vacancies

Should a vacancy occur, the Board of Trustees shall follow the express provisions of NRS 318.090, paragraph 5, to fill the vacancy.

## Officers

The officers of the Board of Trustees shall be elected as provided by NRS 318.085 and shall consist of a Chair, Vice Chair, Treasurer, and Secretary. The Board of Trustees, at either its last meeting in the current calendar year or the first meeting in the new calendar year, votes to determine who will serve as Chair, Vice Chair, Treasurer, and Secretary for the calendar year. The term of each office shall be for one (1) year or until a reorganization of the Board is required.

1. Role of the Chair of the Board of Trustees
   1. Serve as spokesperson for the Board of Trustees and District.
   2. Facilitate meetings to be productive by engaging Trustees to openly discuss issues, share in equal participation, and ensure all Trustees have a chance to express their thoughts and opinions on an issue.
   3. In cooperation with the General Manager, prepare the agenda for each meeting.
      1. The Chair will place on the Agenda any item requested by a fellow Trustee.
      2. The General Manager shall schedule for consideration by the Board any matter requested to be placed on the agenda by any three Trustees.
      3. Unless directed otherwise by the Board, the General Manager may delay consideration of any item.
      4. In any conflict between the provisions of this Code section and that of Code section \_\_\_\_\_\_\_., Code section \_\_\_\_\_\_\_ shall govern.
   4. Foster a public forum that allows for a diversity of opinions to be expressed.
   5. Execute District commitments as deemed necessary.
   6. Contracts. Contracts entered into by the District that are required to be advertised under NRS 332 and/or NRS 338 must be approved by the Board of Trustees. All documents approved or awarded by the Board of Trustees shall be signed in the name of the District by the Chair and countersigned by the Secretary, unless authorization to sign is given to another person(s) by the Board of Trustees.
   7. Respectfully execute the duties as Board of Trustees Chair by not taking unfair advantage of the position as Chair.
2. Role of the Vice Chair of the Board of Trustees
   1. During the absence of the Chair of the Board of Trustees, serve as spokesperson for the Board of Trustees and District.
   2. During the absence of the Chair of the Board of Trustees, facilitate meetings as described above.
   3. Assist the Chair of the Board of Trustees in facilitation of the meetings on an as needed basis.
   4. Respectfully execute the duties as Board of Trustees Vice Chair by not taking unfair advantage of the position as Vice Chair.
3. Role of the Secretary of the Board of Trustees
   1. Execute District commitments as deemed necessary.
   2. Respectfully execute the duties as Board of Trustees Secretary by not taking unfair advantage of the position as Secretary.
4. Role of the Treasurer of the Board of Trustees
   1. Working with the District General Manager and/or Director of Finance to review and support the financial responsibilities of the District.
   2. Participate and support the District's Finance and Accounting team with respect to various committees, i.e. Audit Committee.
   3. Respectfully execute the duties as Board of Trustees Treasurer by not taking unfair advantage of the position as Treasurer.

Source: Conduct Meetings of the Board of Trustees Policy 3.1.11

Click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

See also Board of Trustees Handbook here: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>

## Standing Committees of the Board of Trustees

1. Audit Committee
   1. IVGID is committed to being proactive, informed, and providing the highest form of financial accountability to its parcel owners. Achieving this goal requires clear rules and procedures for making decisions and their impact on financial results.
   2. As required by NRS 354.624, each local government shall provide for an annual independent audit of all of its financial statements.
   3. Each year, the Board of Trustees may establish the need for an Audit Committee and appoint no less than three members to such committee.
      1. Members of the Audit Committee shall remain in place until successors are appointed.
      2. Members of the Audit Committee should be current Board members.
      3. As a general rule, no one having managerial responsibilities that fall within the scope of the audit should serve as a committee member.
   4. The Independent auditor reports directly to the Audit Committee.
      1. The Audit Committee is expected to maintain free and open communication with the independent auditor and District Staff. This communication may include periodic executive sessions with each of these parties.
      2. The independent auditor should not engage in any work that will result in billing a fee unless authorized by the Audit Committee. This includes response to items brought forward by any internal or external source. This does not preclude the work they must perform to meet their professional responsibility.
   5. Scope of Audit Committee’s authority and responsibilities. The Audit Committee, at a minimum, shall have the following authority and responsibilities:
      1. Elect an Audit Committee Chair from the three members who sets the agendas, runs the meetings, and who will act as the primary contact with the independent auditor and District staff.
      2. To select, evaluate and, if necessary, replace the District’s independent auditor, and to approve all audit engagement fees and terms, subject to Board of Trustees approval.
      3. To review, with management and the auditors, the District’s annual auditor’s planning, process and engagement decisions.
      4. 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, monitor their current status, and the document handling or disposition.
      5. To review confidential and/or anonymous submission by the District’s employees of concerns regarding questionable accounting or auditing matters, or suspected fraud that cannot be handled by other appropriate levels of management.
      6. The Audit Committee must meet, at a minimum, annually to consider the appointment of the District’s Auditor, receive the Comprehensive Annual Audit Report and related communications. Also, if necessary to consider circumstances that arise beyond the scope of the Audit Engagement letter that could result in additional fees, and otherwise as determined the Audit Committee Chair. Meetings may be combined with regularly scheduled Board of Trustees 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.
      7. To submit a written annual Audit Committee Report to the District’s Board of Trustees in conjunction with the presentation of the annual audit.
      8. To review and reassess, the adequacy of the Audit Committee responsibilities and recommend any proposed changes to the Board of Trustees for approval.
   6. All members of the Audit Committee should possess or obtain a basic understanding of governmental financial reporting and auditing.
   7. 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 Committee meeting.
   8. The Audit Committee is governed by the same Open Meeting Laws (NRS 241) as long as three current District Board of Trustees members are on the Audit Committee and in attendance at the Audit Committee meetings.
2. The Nevada Open Meeting Law manual in Part 2, paragraph **2.04 Committees; subcommittees; advisory bodies** provides important information regarding standing committees. While the Open Meeting Law does not define “committee, subcommittee or subsidiary thereof,” counsel for the public body should be consulted for a determination of whether the Open Meeting Law extends to a particular group of persons.
3. [reserved]
4. [reserved]

Source: Audit Committee – Policy 15.1.0; click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

## Ad Hoc Committees/Appointments

1. Nevada League of Cities. The Board of Trustees may appoint one Trustee to be a representative to the Nevada League of Cities.
2. Washoe County Debt Management Commission. The Board of Trustees may appoint a Trustee to serve as District representative to the Washoe County Debt Management Commission.
3. Other Committees or Commissions. As deemed necessary and appropriate, the Board of Trustees may from time to time make appointments and/or ask a member of the Board of Trustees to serve on requested committees and commissions.
4. General Manager Fact-Finding Committees. The Board of Trustees may appoint one Trustee to serve on a General Manager Fact-Finding Committee.
5. The Nevada Open Meeting Law manual in Part 2, paragraph **2.04 Committees; subcommittees; advisory bodies** provides important information regarding ad hoc committees. While the Open Meeting Law does not define “committee, subcommittee or subsidiary thereof,” counsel for the public body should be consulted for a determination of whether the Open Meeting Law extends to a particular group of persons.

## Master Plans and Strategic Planning

IVGID recognizes the importance of using some form of strategic planning to provide a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals.

IVGID’s strategic planning process will include the following key steps:

1. Initiate the Strategic Planning Process. It is essential that the strategic plan be initiated and conducted under the authorization of the Board of Trustees and the District’s General Manager. Inclusion of other stakeholders is critical, but a strategic plan that is not supported by the Board of Trustees and the District’s General Manager has little chance of influencing an organization’s future.
2. Prepare a Mission Statement. The mission statement should be a broad but clear statement of purpose for the District. One of the critical uses of a mission statement is to help an organization decide what it should do and, importantly, what it should not be doing. The District’s goals, strategies, programs and activities should logically cascade from the mission statement.
3. Assess Environmental Factors. A thorough analysis of the District’s internal and external environment sets the stage for an effective strategic plan. Local, regional, national, and global factors affecting the community should be analyzed and include the following:
   1. economic and financial factors;
   2. demographic trends;
   3. legal and/or regulatory issues;
   4. social and/or cultural trends;
   5. physical conditions;
   6. community development;
   7. intergovernmental issues;
   8. technological changes, and
   9. environmental changes.
4. Identify Critical Issues. Once the Environmental Factor analysis has been completed, the next step is to use the resulting information to identify the most critical issues. Issue recognition should reflect stakeholder concerns, needs, and priorities as well as environmental factors affecting the District. The District will maintain mechanisms to identify stakeholder concerns, needs, and priorities. Among the mechanisms that might be employed to gather such information are:
   1. public hearings;
   2. surveys;
   3. meetings of community leaders and citizen’s interest groups;
   4. meetings with District employees; and
   5. workshops for the Board of Trustees and District Leadership.
5. Agree on a Small Number of Long Range Principles. These written principles should address the most critical issues facing the District. It may be necessary to define priorities among these principles to improve their usefulness in allocating resources.
6. Develop Strategies to Achieve Long Range Principles. Strategies relate to ways that the environmental factor can be influenced (internal or external) to meet long range principles. A single strategy may relate to the achievement of more than one principle. There should be a relatively small number of specific strategies developed to help choose among services and activities to be emphasized. Use of flowcharts or critical path mapping is encouraged in the design of strategies. To optimize the success of these strategies, opportunities should be provided for input from those who will be affected.
7. Develop Objectives. Objectives are expected to be strategic, measurable, attainable, and timely. Objectives should be expressed as quantities, or at least as verifiable statements, and ideally would include timeframes.
8. Create an Action Plan. The action plan describes how strategies will be implemented and includes services and activities to be performed, associated costs, designation of responsibilities, priority order, and time frame involved for the District to reach its long range principle or strategic objective.
9. Incorporate Performance Measures. Performance measures provide an important link between the strategies, principles, objectives and actions stated in the plan and the services and activities funded in the budget. Performance measures provide information on whether strategies and objectives are being met.
10. Obtain Approval of the Plan. The Board of Trustees will formally approve the Strategic Plan so it can provide the direction and policy for budget decisions.
11. Implement the Plan. District stakeholders should work together to implement the plan. Moreover, the Strategic Plan should drive the Operating Budget, the Multi-Year Capital Plan, and long-term financial planning efforts.
12. Monitor Progress. Progress toward meeting strategies and objectives should be monitored at regular intervals. The District will develop a systematic review process to evaluate the extent to which the Action Plan has been met.
13. Reassess the Strategic Plan. Many external factors, such as the national or regional economy, demographic changes, statutory changes, legislation, mandates, and climate changes, may affect the environment and thus achievement of strategies. To the extent that external events have long-range impacts, strategies, objectives and actions may need to be adjusted to reflect these changes. New information about stakeholder needs or results may also require changes to the plan. It is desirable to minimize the number of adjustments to long term principles in order to maintain credibility. However, the District’s Board of Trustees expects to conduct interim reviews each year, and more comprehensive strategic planning processes every five years, depending on how quickly conditions change. Performance measure results will be reviewed more frequently than the Strategic Plan.

Source: Strategic Planning Policy 1.1.0; click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

See also Board of Trustees Handbook: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>

### Appendix: Strategic Plan

### Appendix: Diamond Peak Master Plan

### Appendix: Community Services Master Plan

## Board of Trustees Meetings

The Board of Trustees will fix the time and place of the regular meeting of the Board of Trustees of IVGID and provide the manner in which special meetings of said District may be called, designating an official mailing address, and establishing the order of business and rules for its proceedings for IVGID located in the unincorporated area of Washoe County in the State of Nevada.

1. Regular Meetings. The regular meetings of the Board of Trustees of IVGID shall hereafter be held at the time and place set by the Board of Trustees.
2. Special Meetings. Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board of Trustees or of at least two of the members thereof. Notice of all meetings shall be given in conformity with the provisions of NRS 241.020.
3. Meeting Place. All meetings of the Board of Trustees shall be held within the District.
4. Holidays. In the event that any day fixed for a regular meeting of the Board of Trustees shall fall upon a holiday, that meeting shall be rescheduled by the Board of Trustees .
5. Posting of Agendas and/or Notices. The written agenda of a Board of Trustees meeting must be posted at the place of the meeting and at a minimum of three other separate, prominent (i.e. open to public view) places within the jurisdiction of the Board of Trustees.
   1. The agenda must be posted no later than 9:00 a.m. three working days before the meeting. For example, if the Board of Trustees meets on a Wednesday, the agenda must be posted no later than 9:00 a.m. on the Friday preceding the meeting. Saturdays, Sundays and holidays may not be counted in calculating three working days.
   2. The District Clerk takes care of this agenda posting and all locations, where the agenda are posted, are listed on the bottom of each agenda. On notices, the locations may or may not be noted and each notice shall be posted, at a minimum, at the location of the event and at the Administration offices.
   3. Certification of Posting. IVGID Staff will certify that the Board of Trustees agendas were correctly posted according to the Nevada Open Meeting Law prior to the Board of Trustees meeting. This certification is included on each agenda and/or notice.
6. Item(s) of Business. The item(s) of business at the regular meetings of said Board may include, but are not limited to:
   1. Roll call of Trustees
   2. Initial Public Comment
   3. Public Hearings (if any)
   4. Approval of minutes
   5. Approval of agenda
   6. Approval of Bills
   7. Reports
   8. Consent Calendar
   9. General Business
   10. Final Public Comment
   11. Adjournment
7. Unless otherwise approved by the Chair of the Board of Trustees, no matter shall be heard, or acted upon unless all relevant materials have been included in the Board of Trustees Meeting Packet.
8. Board of Trustees Meeting Packets. Board of Trustees Meeting Packets typically include a Memorandum for each agenda item.
   1. It is District Staff's responsibility to provide the Board of Trustees with a detailed packet of information supporting those items on the agenda.
   2. Each Trustee will be provided, typically no later than the Friday preceding the Wednesday meeting, a notebook of information supporting each agenda item as applicable.
   3. This information may also be supplied, upon request by individual Trustee, electronically i.e. in PDF format.
   4. On that same Friday, the requesting members of the public shall be either mailed their packet or notified that their packet is available for pick up.
   5. The agenda is also posted on the Nevada public notices website as well as IVGID’s website.
   6. This process can be delayed to the Monday preceding the Wednesday meeting in event of an emergency (i.e. weather, machine failure, etc.). No matter the date that the distribution is made, it must be made at the same time i.e. the Board of Trustees receives the packet of information at the same time as the requesting members of the public receive theirs.
   7. It is each Trustee's responsibility to ensure that they have read the materials prepared for them so that they come to each meeting prepared to discuss and vote upon the items in the agenda.
9. Typically, the agenda will include various reports made by Staff or a Trustee which are relevant to those members in attendance and/or the general public, Consent Calendar items which are items that the District Staff deems as being typical, routine and non-controversial, and General Business items which are items that the Staff would like to have dialogue with the Board of Trustees or get feedback from a multitude of sources. Occasionally, a public hearing is incorporated into an agenda for the purpose of providing a time certain period of public comment on a particular topic or topics. When a public hearing is held, there are additional requirements which District Staff will fulfill.
10. The Board of Trustees meeting agenda may be provided to the local newspaper if requested. Typically, before each meeting, the District’s Communication Coordinator issues a brief overview of the meeting via electronic mail.
11. Reports. The Board Meeting agenda may include items under Reports which are intended to inform the Board and/or the public. These reports are not actionable items rather informational in nature and substance. Should an action be required, the matter shall be presented as a General Business Item.
12. Meeting Minutes. The Nevada Open Meeting Law also requires that a public body keep written minutes of meetings. These minutes must include:
    1. The date, time and place of the meeting.
    2. Those members of the Board of Trustees who are in attendance and those who are absent.
    3. The substance of all matters proposed, discussed or decided. In addition, at the request of any member, the minutes must reflect each member's issues and concerns on any matter. If a vote is taken, the minutes must reflect each member's vote on any matter.
    4. The substance of remarks made by members of the general public who address the body if so requested by that person.
    5. Any other information which any member of the body requests be included in the minutes.
    6. Citizens may request to receive copies of the Board of Trustees minutes (and agendas) through the District Clerk. Such a request should be made in writing (or through e-mail) to the District Clerk. Citizens can request to receive mailing of Board of Trustees agenda packets by e-mail and/or U.S. Postal Service and the agendas by e-mail and/or U.S. Postal Service. Distribution of these items to those requesting and the Board of Trustees is in accordance with the Open Meeting Law.
    7. The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years, and then may be transferred for archival preservation.
       1. IVGID is the public body designated to retain these records.
       2. The minutes must be available for public inspection within thirty working days after adjournment of the meeting.
       3. Meetings may be recorded on audio/video tapes in addition to the written minutes. If so, the entire meeting must be recorded. The recording of the meeting must also be made available for the public inspection. The audio tape must also be retained by the public body for two years.
       4. Verbatim minutes are not required by the Open Meeting Law. There is no requirement in NRS 241.035(1) that verbatim remarks be included in the minutes at the request of any person. NRS 241.035(1) use of the phrase “any other information” does not include the right to have the public body insert verbatim remarks in the text of the minutes. Appending prepared written remarks to the minutes is an accommodation which serves the public interest just as efficiently as the insertion of verbatim remarks into the text of the public body’s minutes and it also furthers the goal of openness in government.
13. Rules of Proceedings.
    1. Public Meetings. All meetings of the Board of Trustees shall be in accordance with NRS 241, Meetings of State and Local Agencies.
    2. Quorum. A majority of the Board of Trustees present in person or by remote communication shall constitute a quorum for the transaction of business. In no event shall any matter be approved without the affirmative vote of three trustees.
       1. A majority for the Board of Trustees is three (3) members out of the five (5) member Board of Trustees.
       2. When an item is brought before the Board of Trustees, and there are three (3) members present, the item must be unanimously approved by the three (3) members present otherwise the item fails.
       3. It is each Board member’s responsibility to notify the District Clerk and/or General Manager of his/her absence, from a Board meeting, in a sufficient amount of time to allow for the proper planning of agenda items.
    3. Robert's Rules. Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
    4. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members present in public meeting, unless otherwise provided by statutes. In the event of only three members present, the method of action must be unanimous.
    5. Consent Calendar. In cooperation with the Chair of the Board of Trustees, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing.
       1. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar." A memorandum will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.
       2. Any member of the Board of Trustees may request the removal of a particular item from the Consent Calendar and that the matter shall be removed and addressed in the General Business section of the meeting.
       3. A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.
    6. Recording Vote. Except where action shall be taken by the unanimous vote of all Trustees present and voting, the yes/ayes and no/nays shall be taken on all actions had and entered upon the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the District Clerk to conduct a roll call vote.
    7. Reconsideration. Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered as follows:
       1. The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board of Trustees, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.
       2. A Board action may also be scheduled for reconsideration if at least three Trustees request same.
       3. Once placed on the agenda under the procedure established herein, the Board of Trustees may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other general item of business.
    8. Public Participation. Comments shall be solicited from the public during two comment periods, one at the start of the meeting and one prior to adjournment. The time limit shall be three (3) minutes for each person per comment period. No yielding of time shall be allowed.
14. Use of IVGID Boardroom.
    1. The primary use of the Boardroom is for the conduct of IVGID business.
    2. The secondary use of the Boardroom is for the conduct of other public meetings of interest to the local community.
    3. The IVGID Boardroom may be used for non-IVGID public meetings under the following conditions:
       1. Upon approval of the General Manager, non-IVGID public meetings may be scheduled for use of the Boardroom, provided that they do not conflict with the conduct of IVGID business.
       2. Upon approval of the General Manager, non-IVGID meetings which are not open to the general public may be scheduled for use of the Boardroom, provided that they shall not occur during IVGID office hours or at any other time which may conflict with IVGID business or public meetings, and provided that IVGID representatives are available to staff the building during the period of such use.
       3. The local chapter of the Service Corps of Retired Executives (SCORE) shall be allowed to continue their present regular use of the Boardroom, as shall the Incline Village-Crystal Bay Advisory Board and the Incline Village-Crystal Bay Visitors and Convention Bureau.
       4. Use of the Boardroom for regular meetings (semi- annually or more frequently) of any non-IVGID group shall require the prior approval of the Board of Trustees.
    4. The following fees shall be charged for use of the IVGID Boardroom:
       1. No fee shall be charged for an IVGID event, or any other public meeting.
       2. Sponsors of meetings which are not open to the general public shall be charged a fee (currently at $40 per hour plus one hour for set up and clean up) which covers the cost of staffing the building for the period of use.

Appendix: Nevada Open Meeting Law and the Attorney General’s Nevada Open Meeting Law Manual

Source: Conduct Meetings of the Board of Trustees Policy 3.1.0; click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

Source Policy Resolution No. 115 (Resolution 1527) Use of IVGID Boardroom: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

See also Board of Trustees Handbook: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>

## Accountability, Censure, Reprimand and Removal

1. Standards of Conduct
2. Legal Liability
3. Process and Procedure
4. Censure
5. Reprimand
6. Warning
7. Removal
8. Advisory Opinions

### Appendix: Nevada Ethics Law

## Board of Trustees Compensation, Benefits and Liability

1. Compensation: In accordance with NRS 318.085, subparagraph 5, each Trustee shall receive compensation, if the budget is adequate and a majority of the members of the Board of Trustees vote in favor of such compensation. This compensation is paid on the same schedule as District staff which is every other week of each calendar month. The compensation for the Trustees is limited by the NRS. On April 12, 2006, the Board of Trustees voted unanimously to increase the yearly compensation to $9,000 per year effective January 1, 2007 as provided by NRS 318 and adopted by the State of Nevada Legislature in its 2005 session.
2. Benefits: Each Trustee will be issued, by the District’s Recreation Center staff, a Recreation Photo Identification Card identifying the Trustee as a Category 1 employee. This benefit is for the Trustee only and not applicable the Trustee’s spouse or dependents. The following is a list of the various discounts, available to the Trustees, for IVGID venues:
   1. Board of Trustees will have their own category. They do not have Category 1 Recreational Privileges.
   2. Visit each venue one time per week without charge.
   3. No employee discount dependent privileges.
   4. Food and beverage discount same as resident – 10% discount.
   5. Merchandise discount same as resident – 20% discount.
   6. Trustees can expense a business lunch following the District expense procedures when conducting District business.
3. Liability: With respect to the potential liability of individual Trustees or officers of the District, as long as the Trustee or officer activities fall within the course and scope of the Trustee or officer performing their duties as a Trustee or officer in good faith, Incline Village General Improvement District will defend and indemnify pursuant to requirements of Chapter 41 of the NRS.
   1. Each Trustee and officer, whether or not then in office (and his heirs, executors and administrators), shall be and hereby shall be indemnified by the District against all costs and expenses (including but not limited to counsel fees) reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be made a party by reason of his having been a Trustee or officer of the District, including costs and expenses paid in connection with settlement or compromise of any such action, suit or proceeding; provided, however, that nothing herein contained shall protect or be deemed to protect any such Trustee or officer against any liability to the District to which he may be subject by reason of willful misfeasance, bad faith, gross negligence or willful disregard of the duties involved in the conduct of his office.
   2. In any criminal action, suit or proceeding, in which a Trustee or officer is a defendant, a conviction or adverse judgment (whether based on a plea of guilty or nole contendre, or its equivalent, or after trial) is entered, no such plea, conviction or judgment shall be deemed evidence or adjudication that the acts of such Trustee or officer upon which such action, suit or proceeding was predicated in whole or in part was occasioned by willful misfeasance, bad faith, gross negligence, or willful disregard of the duties involved in the conduct of his office, if such Trustee or officer acted in good faith in what he considered to be the best interest of the District and with no reasonable cause to believe that the acts upon which such action, suit or proceeding was based were illegal.
   3. This District, for the express benefit of each Trustee and officer, whether or not then in office (and his heirs, executors and administrators), will pay all expenses of any kind (including, without limitation, fees and expenses of counsel, and amounts paid and expenses incurred in settling any action or threatened action) incurred by, or required to satisfy a judgment or fine rendered or levied against, any such Trustee or officer in any action brought by a third party against such Trustee or officer (whether or not the District is joined as a defendant) to impose a liability or penalty on such officer or Trustee for an act alleged to have been committed by such person while acting in his capacity as a Trustee or officer, or by this District, or both.
   4. The right of indemnification set forth in this Code section shall not be exclusive of other rights to which any Trustee or officer may be entitled as a matter of law.
   5. NRS 41.0339 requires that the Trustee or officer, within 15 days after service of a summons and complaint, request in writing a defense by the official attorney. For Incline Village General Improvement District, the official attorney is the District General Counsel. The District General Counsel contact information is available from the District Clerk or the General Manager.
   6. If a Trustee or officer is injured while within the course and scope of the public duty they have assumed, the Trustee or officer will be treated as an employee and covered by the Incline Village General Improvement District workers' compensation system. In order to access the workers' compensation system, the Trustee or officer must contact the Incline Village General Improvement District Risk Manager, advise of the injury, and follow the procedures adopted by the Incline Village General Improvement District for its employees

Source: Resolution No. 495 (A Resolution Indemnifying Trustees and Officers of the District from Liability Incurred While Acting in Their Capacity as Trustee )(June 13, 1968); click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

See also Board of Trustees Handbook: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>

# CHAPTER 2.02 DISTRICT GENERAL MANAGER

## District General Manager

Under the general direction of the District’s Board of Trustees, the General Manager assumes full responsibility for the operation and management of IVGID. The General Manager is the chief executive officer of IVGID, responsible for all services, programs, budgets, and the overall operational and financial performance of the District.

## Qualifications

1. EDUCATION
   1. The General Manager shall have a Bachelor’s degree in Public Administration, Business, Finance, Accounting, Engineering or other related field from an accredited four year college or university.
   2. The General Manager should have, but is not required to have, a Master’s Degree in Public Administration or Business Administration.
2. EXPERIENCE
   1. The General Manager shall have a minimum of ten (10) years of related, increasingly responsible, management experience within a customer-service driven and multi-functional environment.
   2. The General Manager must have experience successfully leading and managing disparate disciplines, i.e., finance, engineering, operations, administration, recreation, and marketing.
   3. The General Manager must have experience within a municipal, governmental, community-based organization; recreational service environment is also strongly preferred.
   4. The General Manager must have experience reporting to a publicly elected Board and experience in providing public services subject to public scrutiny.
3. COMPREHENSION/COMMUNICATIONS SKILLS
   1. Ability to read, analyze, and interpret complex documents.
   2. Ability to understand, use, and effectively communicate to a diverse audience financial, technical, regulatory, and operational data.
   3. Ability to respond effectively to sensitive inquiries or complaints and to establish and maintain effective working relationships with a broad variety of people.
   4. Ability to develop presentations and write articles to address a community-wide audience.
   5. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to employees, management, public groups, and the Board of Trustees.
   6. Ability to effectively communicate in a single one on one environment, where emotions may run extremely high.
   7. Ability to influence others through persuasion, leading by example and team decision-making skills as opposed to the authority of rank is essential.
   8. Overall, must be an extremely effective communicator, orally and in writing, with an open and approachable style.
   9. The duties and responsibilities of this position necessitate the use of a cellular phone/mobile communication device for District business reasons.
4. MATHEMATICAL SKILLS
   1. Ability to apply advanced mathematical concepts and mathematical operations to tasks such as development of budgets, review of budgets, operating statements and other financials, and analysis of strategy/policy making decisions and related economic impacts.
5. COLLABORATION ABILITY
   1. Must have validated strong collaborative and consensus building skills to be applied in leadership and problem solving situations.
   2. Ability to create a climate in which people want to do their best and encourage participation and open dialogue at all levels.
6. REASONING ABILITY
   1. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
   2. Ability to deal with a variety of abstract and concrete variables.
7. CERTIFICATES, LICENSES, REGISTRATIONS
   1. Valid and current drivers’ license, acceptable to the State of Nevada, with a driving record which ensures insurability is required.
   2. Successful completion of State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA).
   3. Licensure or certification as an engineer, public accountant, or similar pertinent professional field is preferred.
   4. It is the General Manager’s responsibility to maintain all required certifications and licenses and to report any changes to the supervisor
8. OTHER SKILLS AND ABILITIES
   1. Well-developed and proven leadership skills, especially in the use of delegation, collaboration, participation and example; and strong interpersonal and customer retention service skills; excellent organizational, planning, analytical and problem solving skills; ability to set priorities, but also remain flexible.
   2. Must be ethical, trustworthy, self-confident, open and approachable, decisive, responsible, dependable, resourceful, enthusiastic, highly motivated, community oriented, and goal and results-oriented.
   3. Ability to ski/snowboard and golf is preferred.
   4. Experience or ability to turn enterprise(s) from loss to profit/breakeven.
9. PHYSICAL DEMANDS
   1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.
   2. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

## General Manager Compensation and Benefits

The compensation and benefits of the General Manager will be negotiated by the Board of Trustees with the General Manager and included in his Employment Contract with the District.

## Official Duties

The General Manager’s official duties include the following:

1. Lead the efforts of the District to provide excellent customer service to parcel owners, local businesses, government agencies and visitors to Incline Village/Crystal Bay.
2. Foster a positive and productive organizational culture
3. Oversee the operation and management of the District, including the supervision and control of all of the District’s property, activities, personnel, business, and operations.
4. Recommend, support the development of, and implement policies and directives set by the Board of Trustees.
5. Direct operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Policies and Practices.
6. Direct and participate in the development and implementation of long and short range goals, objectives, policies, practices, and procedures for the District.
7. Implement all personnel rules and regulations, recommends staffing levels, and maintains authority to hire, discipline, or discharge employees as may be necessary to carry out District business.
8. Lead, manage, mentor, empower and coach direct reports such as, but not limited to, the Executive Assistant/District Clerk, Communications Coordinator, Director of Finance, Director of Community Services, Director of Public Works, Director of Human Resources, Director of Asset Management and the Director of Information Systems &Technology.
9. Lead and manage a staff of Directors and Department Heads who, in turn, lead and supervise a total of approximately 750 employees (including seasonal employees).
10. Carry out leadership responsibilities in accordance with the organization's policies, practices and procedures and applicable laws.
11. Interview, hire, and train employees; plan, assign, and direct work; appraise performance; reward and discipline employees; address complaints and resolve problems.
12. Negotiate a variety of contracts and agreements on the District’s behalf including labor negotiations with various union bargaining units.
    1. Contracts, other than those covered by Nevada Revised Statutes 332.115 and which are not subject to the advertising thresholds of Nevada Revised Statutes 332 and/or 338, may be authorized, approved and executed by the General Manager of the District or designee, unless otherwise ordered by the Board of Trustees.
    2. Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332. Contracts over the threshold of NRS 332.115 must be approved by the Board of Trustees.
13. Prepare and coordinate preparation of and administers the annual operating budget, long range financial planning, and capital improvement programs for approval by the Board of Trustees.
14. Coordinate preparation and presents to the Board of Trustees agenda packages as requested by the Board of Trustees.
15. Control, monitor, and report on programs, projects, and activities in collaboration with Department Heads and Directors.
16. Participate in the development of departmental strategic management and business plans.
17. Lead and support District wide efforts and training to provide excellent customer service with a focus on retention and loyalty building service.
18. As supported and guided by the Board of Trustees, represent IVGID to the community, media, and other entities, organizations, and government agencies at the local, regional, state, and federal levels.
19. Confer with and respond to District stakeholders and their requests for services, suggestions, and complaints.
20. Support District managers in identifying day-to-day and IVGID organization-wide departmental operating issues and problems; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication.
21. Direct staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material, and other contracts.
22. Assist, advise, and support the Board of Trustees on special projects, problems, and initiatives.
23. In support of the Board of Trustees, act as primary interface with the District's General Counsel.
    1. The General Manager shall be responsible for coordinating the work of the Attorney with the activities of IVGID Staff, and the Board of Trustees.
    2. Claims. The General Manager and General Counsel, and their designees, are authorized to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims, unless otherwise ordered by the Board of Trustees. Final settlement of such claims may be authorized by the General Manager, provided the amount attributed to IVGID is less than the amount that must be approved by the Board of Trustees for amounts per occurrence, including all sources of payment (insurance, risk reserve, operating funds, or working capital). For claims that exceed the amount, those must be approved by the Board of Trustees, the General Manager may authorize and accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
    3. Initiating Litigation on behalf of the District. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit.
    4. Defending Litigation on behalf of the District. [reserved]
    5. The IVGID Board shall be kept timely advised by relevant third parties respecting the handling and progress of any cases handled by any legal counsel representing the District, whether same are in the form of pending litigation or not, and which amended policy is intended to complement and not be in derogation of provision 6(g) of Policy Resolution No. 1 as amended this date, and as may subsequently be amended.
       1. In any pending or future lawsuit or case involving a claim against District or its personnel in which District's General Counsel is not primarily involved, and where an outside attorney, law firm, adjuster, insurance company, including but not limited to, the Nevada Public Agency Insurance Pool, is primarily responsible for handling of same, the latter shall keep the District and its General Counsel fully informed as to any material settlement discussions regarding both issues of liability and financial damages, and any other material issues or matters directly or indirectly affecting District.
       2. The District shall also be kept timely advised of the progress of any litigation or claims. District shall be timely informed of the prospective appointment of counsel by any such outside firm or party. The assigned outside attorney, firm, adjuster, or party shall cooperate with District, District’s General Counsel, District's General Manager and other relevant District personnel in the request for information regarding the defense, negotiation and settlement of cases, whether or not litigation is pending.
       3. Such outside counsel, firm or party shall also provide periodic status and evaluation reports to District through District's General Counsel.
       4. In the event that outside counsel, law firm, adjuster or other party is primarily handling a claim or litigation on behalf of District, District, exercising its own discretion, and at its expense, shall have the right to participate with outside counsel or other party in the settlement, defense, or appeal of any such claim, suit or proceeding where, in the judgment of District's Board of Trustees, such may involve a conflict of interest between District and its insurer.
       5. Any such outside counsel or other third party shall not enter into settlement, or settlement negotiations, involving a question of liability or damages involving District, without prior written notice to District or its authorized representative.
    6. The District shall have the responsibility of timely providing outside counsel, firm, adjuster, insurance company or Pool with such information and assistance as may be reasonably necessary for the outside or third party firm to effectively represent the District's interests, including but not limited to, providing written notice of any claim made or suit brought against District and any other information requested by such outside or third party. District shall also fully cooperate with and assist such outside counsel or other third party in all matters relating to any such representation.
    7. Nothing herein shall be interpreted to limit or be in derogation of claims provision 6 ( g ) of Policy Resolution No. 1, as amended this date, or as may subsequently be amended. If, in the event there ever exists any ambiguity as to the application of this Code Section, such ambiguity shall be resolved in favor of the application of provision 6 ( g ) of Policy Resolution No. 1, as it may then provide.
    8. This Code section shall be timely provided to any outside counsel, law firm, adjuster, insurance company or Pool at the outset of any claim or litigation in which such outside counsel or other third party becomes primarily involved. A copy shall also be provided to all of District's present carriers.
24. Legislative Matters. The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board of Trustees at its regular meeting. In the event a position on a legislative issue must be established prior to the next regular Board of Trustees meeting, the General Manager is hereby authorized to adopt a position on IVGID's behalf.
25. Community Relations Expenditures.
    1. The procedure for IVGID cash participation in community programs and events shall be as follows:
       1. Written request by sponsoring organization submitted to the General Manager.
       2. Memorandum from General Manager to Board of Trustees, together with a copy of the written request, indicating staff's intended action on the request.
       3. If no Trustee objects or requests further consideration of the matter within one week of issuance of the memorandum, staff's intended action shall become final.
       4. If any Trustee objects or requests further consideration of the matter within one week, IVGID's participation in the event shall not occur until authorized by the Board of Trustees at a regular public meeting.
    2. The following criteria shall be applied by staff in determining IVGID's participation in the program or event:
       1. Must be related to a purpose authorized by NRS Chapter 318 and delegated to IVGID thereunder.
       2. Must be sponsored by a local non-profit group.
       3. Must be a one-time event, activity, or program, and not involve any ongoing financial commitment.
       4. IVGID's participation must be unique, and not merely a contributor to a community fund-raising drive.
       5. There must be no practical opportunities for IVGID participation through in-kind services, in lieu of cash.
       6. Cash expenditure for any one event shall not exceed $1,000 without action by the Board of Trustees, and in general should be kept under $500.
       7. Total expenditures for any fiscal year must be kept within the budget for such activities established by the Board of Trustees.
26. Collection of Delinquent Special Assessments. It shall be the policy of the District to deny requests for waiver of special assessments, penalties and interest, and requests for deferral of tax sales to collect such delinquencies.
27. Adheres to and enforces stated safety policies and procedures.
28. Other duties as assigned and directed by the Board of Trustees.

## Senior Staff

1. At the direction of the General Manager, all Senior Staff members of IVGID are available to any Trustee to discuss areas within their sphere of influence.
2. The General Manager is the Board’s representative to all Staff. When a Trustee has a question on a matter coming before them, the Trustee may communicate directly with the Senior Staff member who is presenting the matter to the Board to get clarification. The Board of Trustees is not permitted to manage or direct any Staff.
3. IVGID provides the primary administrative assistance to the Board of Trustees. An individual is designated by the General Manager as the District Clerk and is available to any member of the Board of Trustees to assist them with travel arrangements, find documents, do research, etc.

## Relations with Board of Trustees

The General Manager is the only direct employee, by contract, of the Board of Trustees.

## Removal

The General Manager can only be removed as set forth in the General Manager’s Employment Contract.

### Appendix: General Manager Contract

# CHAPTER 2.03 DISTRICT LEGAL COUNSEL

## Office Created

The District has always had contract legal services and those services were contracted for shortly after creation.

## Compensation for Legal Services

See current District General Counsel contract.

## Duties and Responsibilities

See current District General Counsel contract.

## Appointment

District Legal Counsel shall be appointed by the Board of Trustees through the approval of the District Legal Counsel contract.

### Appendix: Legal Services Contract

The following identifies the authorities delegated to the General Manager through various District documents and codified hearin:

* **Policy Resolution No. 105** (Resolution 1480) Adopting a Personnel Management Policy
* Strategic Planning, **Policy 1.1.0**, 0.1 Initiate the Strategic Planning Process
* Conduct Meetings of the Board of Trustees, **Policy 3.1.0**, 0.6 Rules of Proceedings, f. Contracts, g. Claims; 0.8 Agenda Preparation, 0.9 Reconsideration, 0.12 Authorization to Sign Checks, 0.13 Facsimile Signatures, 0.15 Consent Calendar and 0.17 Legislative Matters
* **Policy Resolution No. 110** (Resolution 1493) Policy Statement on Community Relations Expenditures
* **Policy Resolution No. 111** (Resolution 1494) Policy Statement on Collection of Delinquent Special Assessments
* **Policy** **Resolution No.** **121** (Resolution 1581**)** Adopting Policy and Procedure For the Settlement of Lawsuits and Related Claims
* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
* See also Board of Trustees handbook: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>
* See also “Job Description of District General Manager Position” adopted by the Board of Trustees on 2/6/13: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/1110A-General_Manager.pdf>

TITLE 3 ADMINISTRATION & PERSONNEL

# CHAPTER 3.01

## Adoption of Personnel Management Framework

1. IVGID is committed to maintaining a dedicated and motivated work force, while developing its Staff’s technical and professional standards to meet changing demands for services with the District. This Code chapter establishes a framework which the Board of Trustees and the General Manager will use in addressing personnel matters within IVGID.
2. The District operates under a Board-Manager form of government which places the Board of Trustees in the role of establishing overall IVGID policy direction. IVGID Staff is appointed to administer and execute day-to-day operations. The General Manager is responsible for supervising these operations and providing general administrative direction.
3. With regarding to IVGID personnel, it is the Board of Trustees responsibility to establish overall guidelines governing IVGID’s approach to personnel matters. The General Manager’s role is to put these guidelines into the day-to-day practice of hiring, firing, motivating, promoting, demoting, compensating, and training individual employees.
4. The Personnel Policies have been adopted by the Board of Trustees to carry out IVGID’s level one policy statement to adopt uniform personnel policies that will enable each employee to make his/her fullest contribution to the programs and services of the District. There will be no practice statements or categories associated with these Personnel Policies due to their high level of importance.
5. It is the responsibility of the Human Resources Department, ultimately the Director of Human Resources, to make sure that as employment practices, laws, regulations and conditions change, the Personnel Policies are updated, distributed and implemented.
6. The Board of Trustees hereby establishes the following general personnel policy guidelines for IVGID:
   1. Employee Development. IVGID will motivate and train existing employees to become more productive and proficient in their current jobs. Where appropriate, IVGID will encourage employees to develop new skills which might lead to job advancement. Where appropriate, IVGID will cross-train employees to cover temporary vacancies on related jobs.
   2. Attrition Management. IVGID will evaluate alternatives to filling positions which become vacant, as a means to reduce costs. These alternatives may include changes in work routines, job descriptions, work hours, or scope of services. They may include combining positions or reassigning work or personnel from one department to another.
   3. Recruitment. When vacancies must be filled from outside the ranks of the existing work force, IVGID will recruit and hire the most qualified candidates for the job, based strictly upon merit. Merit selection implies that anyone may apply, and that candidates are evaluated fairly by the appointing authority, based upon job-related criteria established in advance. In general, local recruitment is sufficient for clerical positions, semiskilled laborer positions, lower level technical positions, and all part- time or temporary positions. A larger recruitment area may be required for more highly skilled positions. Where local and non-local candidate are being considered which have equal or nearly equivalent qualifications, the local candidate will be preferred.
   4. Performance Standards and Evaluations. IVGID will establish clear standards for employee performance, and encourage employees to maintain these standards through ongoing communication with supervisors, performance evaluations, and where necessary, disciplinary procedures, demotion or termination.
   5. Longevity. IVGID will ensure the longevity of loyal and hard-working employees which have provided many years of faithful service to the community.
   6. Management. IVIGD will develop senior department heads as a Senior team which can work with the General Manager in addressing overall IVGID administrative needs and assist the Board of Trustees in policy development.
   7. Guidelines. IVGID will develop a uniform set of guidelines to direct the administration of the District’s personnel matters.
   8. Planning. IVGID will develop a strategic approach to personnel administration which will diagnose long-term problems, anticipate future needs, and develop a stable framework for addressing these problems and needs in an orderly fashion.
   9. Unions. IVGID will maintain a cooperative relationship with collective bargaining units and their representatives, which establishes a clear understanding of the proper roles for both unions and management.

## Administration

1. The General Manager is accountable to the Board of Trustees for the fair and efficient administration of IVGID personnel, as well as the overall performance of IVGID. In order to maintain this accountability, the General Manager shall have the authority to administer personnel matters without direct Trustee intervention or influence.
2. The General Manager shall maintain direct, day-to-day supervision over all District employees,.
   1. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer, and train employees, subject to established personnel guidelines, union contracts, Board of Trustees policy, and generally accepted personnel practices.
3. The General Manager will keep the Board of Trustees informed about the status of all major personnel actions relating to department head positions.
   1. Department head appointments and terminations shall be discussed with the Board of Trustees in advance.
   2. Information on personnel actions relating to non- department head positions will be provided on an as-requested basis.
4. The Board of Trustees is encouraged to express their opinion and/or concerns, in private to the General Manager, on any personnel matter . The Board of Trustees, individually or as a body, will refrain from directly intervening in or publicly influencing any personnel matter within the jurisdiction of the General Manager.
5. The Board of Trustees will exercise their authority to direct Staff, collectively, through the General Manager, at Board of Trustees meetings.
   1. Individual Trustees shall refrain from directing or attempting to directly supervise Staff.
   2. Nothing in this Code section is intended to prevent individual Trustees from occasionally making suggestions to supervisory Staff when such suggestions do not imply supervisory direction.
6. All union matters, other than overall negotiation strategy, will be handled by the General Manager. The Board of Trustees will maintain responsibility for establishing overall negotiation strategy and approving final union contracts.
7. The General Manager shall be responsible for coordinating the work of the Attorney with the activities of IVGID Staff and the Board of Trustees.
8. The General Manager shall recommend, and the Board of Trustees shall establish, salary ranges for all non-contract, full-time permanent employment classifications.
   1. Salary ranges shall be based upon objective criteria not specific to individual employees, relating to union contracts, market conditions, cost of living, budgetary guidelines, legal considerations, and job descriptions.
   2. The General Manager shall set a specific salary for each employee within the salary range established by the Board of Trustees. Specific salaries shall be based upon employee-specific information, including qualifications, experience, longevity, and performance evaluations.
9. The Board of Trustees shall exercise its exclusive power to create full-time permanent employment positions, considering the recommendations, if any, of the General Manager.
10. The General Manager shall establish, and as deemed necessary, amend detailed job descriptions for positions of employment.
11. The General Manager may create temporary, seasonal and part-time positions of employment, and the wages and terms of employment thereof, subject to general personnel and budgetary guidelines, Board of Trustees policies, and union contracts.
12. The General Manager shall have the authority to establish and revise chains of command, reporting relationships among personnel, organization charts, and other structural matters pertaining to the organization of the District.
13. The Board of Trustees shall exercise the exclusive power to create or abolish operating departments of the District. The Board’s power shall be exercised by resolution.
14. The General Manager may eliminate positions, combine positions, lay off personnel, or reduce work hours, as deemed necessary to maintain a balanced budget, improve efficiency, or accomplish other administrative objectives, subject to general personnel guidelines within this Code Chapter, union contracts, legal considerations, and/or Board of Trustees action.
    1. Where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board of Trustees may, by majority vote, override such proposals.

Source: Personnel Policies Policy 17.1.0; Personnel Management Resolution 1480]

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* + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
* See also Board of Trustees handbook: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT-Member-Handbook_As_proposed_122016.pdf>

TITLE 4 PUBLIC RECORDS

# CHAPTER 4.01

## General

1. The following Code Section, which shall be known also as the District’s “Public Records and Information Policy,” is intended to govern the issuance of public records contained in District files, and the inspection, copying and provision thereof. It will apply to all such requests for documents by the general public.
2. Records and documents (“Record”) in the possession of the District that are public records and are not otherwise declared to be confidential by state or federal law, and/or related governing interpretations of the law, will be made available to the public for inspection and copying under Nevada law.
3. This Policy and procedure is made in conformance with the Nevada Open Meeting Law (NRS 241), the Nevada Public Records Law (NRS 239) and District Policy. This Policy and procedure will remain in effect until changed or rescinded by the District’s governing Board.
4. Policy Administrator
   1. The General Manager may appoint a District “Public Records Officer(s)”, whose duties shall be to oversee the execution and administration of this Policy.
   2. In the absence of such designation(s), the General Manager shall hold the title of “Public Records Officer” and shall directly administer this Policy.
   3. The General Manager may name more than one “Public Records Officer” since District records may be maintained at multiple District locations.
5. General Provisions
   1. Requests in Writing. All requests under NRS 239 and 241 regarding public records shall be governed by this Policy and shall be made in writing and submitted to the District’s Public Records Officer at its Administration Building, 893 Southwood Boulevard, Incline Village, Nevada.
      1. The District provides a “Public Records and Information Request” form for this purpose; however a clear written request from the Requester may also suffice.
      2. Oral requests may be made only to the Public Records Officer, or a delegated representative thereof; provided such request is thereafter reduced to written form to ensure the accuracy of the request and the ability to properly respond. E-mail requests will be accepted if addressed to: PublicRecordsOfficer@ivgid.org or to the specifically named Public Records Officer if known to the Requestor.
   2. Content of Requests for Information or Records. Any request for inspection or copying of public records shall clearly state such a request, and shall clearly identify the Record subject to such request.
      1. A general description of a subject matter or topic or a blanket request for all general records shall not be adequate.
      2. The Requester is encouraged to provide the District with information about his/her purpose in requesting the Record sought, by title and date, if possible, so that the District may more easily identify and locate in its files the Record sought by the Requester.
      3. The District will attempt to identify and locate the specific Record responsive to the request.
   3. Determination of Form, and Timing of Response to Request for Information or Records.
      1. The Public Records Officer will review all such written Record requests received and will determine whether the request complies with this Policy, and whether the requested Record exists.
      2. A response will be made within five (5) business days from receipt of the request, not counting that day, and thereafter as appropriate, in compliance with the provisions of NRS 239.0107.
   4. Charges For Providing Documents. For the purpose of determining the cost, if any, for the locating, inspection or reproduction of a public Record, the Public Records Officer will apply the following categories which will govern the charges, if any, which will be assessed and the method in which the request will be handled:
      1. Public Meeting Information. Copies of such Records or information, as contained in the District’s published public meeting agenda packages, including minutes of District Board meetings and Board of Trustees actions, will be provided to the Requester at no charge, if the date of the involved meeting is provided.
      2. Records, Documents or Standard Computer Files. Records which have been specifically identified as being able to be provided by e-mail, i.e. in digital form, will be provided to the Requester at no charge. Records not available in digital form and specifically identified will be provided as follows:
         1. Under five (5) pages, free of charge
         2. Over five (5) pages, a charge of $.050 (fifty cents) per extra (over 5 pages) page will be charged.
         3. If the Requester, on a single visit, requests multiple documents, the first five (5) pages will be provided free of charge of the multiple documents and each page after that, of the multiple documents, shall be in accordance with \_\_\_\_\_ above.
   5. Extraordinary Charges for Locating or Compiling Documents. If the public records request does not contain information allowing the prompt identification and location of the Record, or if a responsive Record cannot be found, the Public Records Officer shall so advise the Requester, and determine whether the Requester desires and authorizes staff to conduct an extraordinary public records search and/or Record compilation, and shall advise the Requester of the applicable charges.
      1. If the Requestor authorizes further action, the Public Records Officer shall undertake such a search and/or compilation, and the charge to the Requestor shall be based on the time spent in such search, at a rate of Thirty Five Dollars ($35) per hour, or portion thereof. Payment in full shall be required at or prior to the delivery of any results.
      2. The Public Records Officer shall attempt to estimate the time involved in any such search or compilation, and if the estimate exceeds two (2) hours, a deposit of Fifty Dollars ($50) shall be required by the Requester prior to any further work.
   6. Adversary Proceedings. In the event that a Requestor is a party or associated with a party in any pending or threatened litigation or administrative proceeding against or involving the District, the rules of discovery therein shall apply and supersede this Policy, and any request for Record shall be referred to the District’s General Counsel, for information only. Requests for Records within Section 4(a) shall not be subject to this Section \_\_\_\_\_\_\_\_\_\_\_\_.
   7. Discretionary Authority. The General Manager shall have the discretion to interpret and to modify this Policy, on a case by case basis, as deemed necessary and appropriate under the circumstances.
6. The following Policy and procedure, which shall also be known as the District’s “Public Information Policy”, is intended to govern the issue of public information pertaining to the District or its operations, and the provision thereof by the District. It will apply to all such inquires or requests for information by the general public to the District which are not requests for public records.
   1. The District will strive to make information regarding the District’s business and operations available to the general public, and to assist the general public in understanding matters of general public concern. The District will take reasonable steps to respond to public inquiries and requests for information.
   2. Each Department shall establish an internal procedure for responding to oral or written requests for explanation or information from the public. Each such procedure shall provide for the referral of any extraordinary request to the General Manager for further action or response. Extraordinary requests include those requests requiring a substantial amount of time to respond, those requiring research or Record searches or interpretation, and others which would affect the normal operations of the Department.
   3. Extraordinary Requests. The General Manager shall review and determine the appropriate responses to all extraordinary requests. The General Manager’s decision on what is a reasonable response is conclusive. The General Manager shall have the ability and authority to offer special staff services necessary and appropriate to respond to an extraordinary request, with charges for such services to the Requestor on the schedule as set forth in Section I., E, 4. above.
   4. Delegation of Authority. The General Manager may delegate the responsibility regarding extraordinary searches to any other staff person, at his or her discretion. The General Manager may appoint a Public Information Officer for the District, whose duties shall include responding to requests for information under this Policy. In the absence of such an appointment, the General Manager shall hold the title of “Public Information Officer”.
   5. Discretionary Authority. The General Manager shall have the discretion to interpret and to modify this Policy, on a case by case basis, as deemed necessary and appropriate under the circumstances.
   6. Adversary Proceedings. In the event that a Requestor is a party or associated with a party in any pending or threatened litigation or administrative proceeding against or involving the District, the rules of discovery therein shall apply and supersede this Policy, and any request for information shall be referred to the District’s General Counsel, for information only.

## Requests

## Responses

## Records Retention Schedule

### Appendix: Forms

### Appendix: NRS Chapter 239 “Nevada Public Records Act”

**Source: Policy Resolution No. 137** (Resolution No. 1801)Policy for the Provision of Records to the Public

* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

TITLE 5 FINANCE

# CHAPTER 5.01 DISTRICT FUNDS

## Budget Process and Procedure

1. The District will provide high quality services that are readily accessible to its parcel owners.
2. The District will implement clear financial objectives, careful control of operations, and management of monetary and physical assets and its workforce.
3. The District shall develop a Strategic Planning Process to provide a context for policy, as well as direction for the budget process.
4. The Board of Trustees will maintain a set of Long Range Principles under the Strategic Planning Process. These Principles will include, at a minimum, an element for each of the following areas:
   1. Resources and Environment. Promote and enhance the resources and environment of the Lake Tahoe Basin.
   2. Finance. Continue to ensure the fiscal responsibility and sustainability of the District by maintaining sound effective policies for operation budgets, revenue and expenditures, fund balances, capital improvements, investments and risk management.
      1. IVGID’s process for establishing the financial goals for each of its departments will address both financial measures for operating and net income (loss) and cash flow.
      2. As a part of the operating budget process, IVGID will review each major venue’s cash flow needs for the upcoming fiscal year. On the basis of those reviews IVGID shall establish an allocation of the Recreation and/or Beach Facility Fee, considering established amounts of working capital and the predicted timing of revenues and expenditures for that fiscal year.
      3. IVGID will review the consequences to each department’s net income (loss) and cash flow based upon its expected Capital Improvement Projects and Debt Service obligations. The effects of these items will be incorporated into the applicable allocation of the Recreation and/or Beach Facility Fee.
      4. REPORTING ON THE RECREATION AND BEACH FACILITY FEE - The annual Recreation and Beach Facility Fee Allocation, based on the next fiscal year’s Operating and Capital Improvement Project budgets and scheduled Debt Service, will be made available to each parcel owner, in accordance with NRS, prior to and subsequent to adoption of the fiscal year budget by the Board of Trustees. This summary will delineate the amount of Recreation and Beach Facility Fee allocated to each sub-fund. The summary will also indicate when amounts have been designated for reserve purposes.
      5. REPORTING THE DISTRICT’S OVERALL FINANCIAL RESULTS – The District will make its overall financial results available for public inspection by issuing a Comprehensive Annual Financial Report (CAFR). The CAFR results from the audit process for each fiscal year and is approved by the Board of Trustees typically in November.
      6. Other forms of information can be suggested by the Board of Trustees and then developed in cooperation with the General Manager.
   3. Workforce. Maintain our highly qualified workforce and status as a premier employer in the Lake Tahoe Basin.
   4. Services. Deliver high quality services balanced with maintaining financial performance.
      1. SERVICES - IVGID will offer services contingent upon the need for them in the community and in compliance with NRS Chapter 318.
      2. OPERATIONS - IVGID will review operating methods, on an annual basis, and make decisions based on an objective analysis of the service, quality and cost versus value to the users.
      3. UTILIZATION – IVGID will consider the constituency it serves and how those services can be best delivered for the District as a whole. The District provides services first and foremost to the District’s parcel owners, who are also the primary connection to the community’s businesses, civic and charitable organizations.
   5. Facilities. Maintain and enhance the District’s infrastructure to support service delivery.
   6. Communications. Considering the best use of public funds, educate and engage the parcel owners and residents of the Crystal Bay and Incline Village community. The District will consider a variety of methods for communication to accommodate the spectrum of needs and formats.
5. IVGID’s program and service performance measures will be developed and used as an important component of budgeting, financial planning and decision making. These measures will be linked to the District’s budgeting. Performance measures should:
   1. be based on Long Range Principles that tie to a statement of program mission or purpose;
   2. measure program outcomes;
   3. tie to services provided;
   4. measure efficiency and effectiveness for continuous improvement;
   5. be verifiable, understandable, and timely;
   6. be consistent throughout the budget, accounting and reporting systems and to the extent practical, be consistent over time;
   7. be reported internally and externally;
   8. be monitored and used in managerial decision-making processes;
   9. be limited to a number and degree of complexity that can provide an efficient and meaningful way to assess the effectiveness and efficiency of key programs; and
   10. be designed in such a way to motivate staff at all levels to contribute toward organizational improvement.
6. The District will use performance measures as an integral part of the budget process. Performance measures should be used to report on the outputs and outcomes of each program and should be related to the mission, Long Range Principles and objectives of each department.
7. In the final analysis, the District recognizes that the value of any performance measurement program is derived through positive behavioral change. Stakeholders at all levels must embrace the concept of continuous improvement and be willing to be measured against objective expectations.
8. To achieve the objective of integrating Strategic Planning and performance into the budgetary process, the District will:
   1. Conduct analysis to determine what strategies, objectives and actions will best achieve the desired results.
   2. Prioritize the results or outcomes as services and activities that matter most to the parcel owners as a whole.
   3. Allocate resources among high priority results. The allocations should be made in a fair and objective manner. Then budget resources to the most significant services and activities to maximize the benefit of the available resources as the best use of public funds.
   4. Set measures of annual progress, monitor, and provide feedback. These measures should spell out the expected results and outcomes and how they will be measured.
   5. Monitor Outcomes for what actually happened. This involves using performance measures to compare actual versus budgeted results.
   6. Communicate performance results. Internal and external stakeholders should be informed of the results in an understandable format.
   7. The District Finance and Accounting Department responsibilities are:
      1. Facilitating government-wide results and analytical support.
      2. Providing credible budget allocations and expected revenues in the light of current environmental factors.
      3. Advising on allocations for administrative support functions, which provide necessary organizational infrastructure for achieving community goals, but do not typically emerge as high priorities on their own.
      4. Design a work product to facilitate the process of budgeting for results and outcomes and in a reportable form.
      5. Serving as an advocate for outcomes and the process in general rather than for any particular department.
9. The District will maintain the following processes: (a) Financial Planning; (b) Revenue; and (c) Expenditure. The District’s adopted financial policies should be used to frame major practice initiatives and be summarized in the budget document. These processes, along with any others that may be adopted, will be reviewed during the development of the operating budget. The Finance and Accounting staff should review the processes to ensure continued relevance and to identify any gaps that should be addressed with new processes. The results of the review should be shared with the Board of Trustees during the review of the proposed budget. Process categories that should be considered for development, adoption and regular review are as follows:
   1. Financial Planning. Financial planning addresses the need for a long-term view and the fundamental principle of a balanced budget. At a minimum, the District processes support:
      1. Balanced Budget. The District shall adopt a process that defines a balanced operating budget, encourages commitment to a balanced budget under normal circumstances, and provides for disclosure when a deviation from a balanced operating budget is planned or when it occurs.
      2. Long-Range Planning. The District shall adopt a process(s) that supports the long-term financial implications of current and proposed operating and capital budgets, budget policies, cash management and investment policies, programs and assumptions.
      3. Asset Inventory. The District shall adopt a process to inventory and assess the condition of all major capital assets. This information should be used to plan for the ongoing financial commitments required to make the best use of public funds.
   2. Revenue. Understanding the revenue stream is essential to prudent planning. The purpose of this Code Section is to seek stability to avoid potential service disruptions caused by revenue shortfalls.
      1. Revenue Diversification. The District shall adopt a process that encourages a diversity of revenue sources in order to improve the ability to handle fluctuations in individual sources.
      2. Fees and Charges for Services. The District shall adopt process that identifies the manner in which fees and charges for services are set and the extent to which they cover the cost of the service provided.
      3. Use of One-time Revenues. The District discourages the use of one-time revenues for ongoing expenditures.
      4. Use of Unpredictable Revenues. The District, as a matter of process, requires budget documents to identify the nature of collection and use of major revenue sources it considers unpredictable.
   3. Expenditures. The District’s expenditures define the ongoing public service commitment. Prudent expenditure planning and accountability will ensure fiscal stability. The District shall maintain processes to address:
      1. Debt Capacity, Issuance, and Management. The District, through the Board of Trustees, shall adopt a process that specifies appropriate uses for debt and identifies the maximum amount of debt and debt service that should be outstanding at any time.
      2. Reserve or Stabilization Accounts. The District shall adopt a process to maintain a prudent level of financial resources to protect against the need to reduce service levels, raise taxes, modify charges for services or reallocate facility fees due to temporary revenue shortfalls or unpredicted one-time expenditures.
      3. Operating/Capital Expenditure Accountability. The District shall adopt a process to compare actual expenditures to budget periodically and indicate actions to bring the budget into balance or other actions, if necessary. Comparisons may be of a financial nature or relative to measures of performance and results.
10. The District will maintain a formal practice on the level of Fund Balance that should be maintained in the General and Special Revenue Funds.
    1. The adequacy of Unassigned Fund Balance in the General Fund should be assessed based upon the District’s own specific circumstances. (Nevertheless, the Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain Unassigned Fund Balance in their General Fund of no less than five to fifteen percent of regular General Fund operating revenues.) The Nevada Administrative Code (NAC) 354.650 requires a budgeted fund balance of 4%, based on the actual expenditures of the General Fund’s previous fiscal year.
    2. Building “stabilization arrangements” in the General Fund is an acknowledged purpose in response to revenue shortfalls and unanticipated expenditures.
    3. The District employs the term “fund balance” to describe the net position of governmental funds calculated in accordance with Generally Accepted Accounting Principles (GAAP) at the individual fund level. Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government’s budgetary basis. In both cases, fund balance is intended to serve as a measure of the financial resources available for use in a governmental fund type.
    4. Financial reporting distinguishes restricted fund balance from unassigned and unrestricted fund balance. Typically, only the latter is available for spending. A “stabilization arrangement” indicates a designated portion of unassigned or unrestricted fund balance is subject to an action by the governing body concerning the use of that amount.
11. The District will prepare and adopt a formal capital budget as part of their annual budget process.
    1. The capital budget will be directly linked to, and flow from, the Multi-Year Capital Improvement Plan.
    2. It may be necessary to modify projects approved in the capital plan before adopting them in a capital budget.
       1. Modifications may be necessary based on changes in project scope, funding requirements, or other issues.
       2. If these modifications are material, the District will consider the impacts these may have on its multi-year capital and financial plans.
    3. The capital budget should be adopted by formal action of the Board of Trustees, either as a component of the operating budget or as a separate capital budget. It must comply with all state and local legal requirements.
    4. Preparing and Adopting the Capital Budget. The capital budget will include the following information:
       1. A definition of capital expenditure for the District.
       2. Summary information of capital projects by fund, function, venue/service or activity.
       3. A schedule for completion of the project, including specific phases of a project, estimated funding requirements for the upcoming year(s), and planned timing for acquisition, pre- design, design, and construction or acquisition activities and transition to complete operation.
       4. Descriptions of the general scope of the project, including expected service and financial benefits to the District.
       5. A description of any impact the project will have on the current or future operating budget.
       6. Estimated costs of the project, based on recent and accurate sources of information.
       7. Identified funding sources for all aspects of the project, specifically referencing any financing requirements for the upcoming fiscal year.
       8. Funding authority based either on total estimated project cost, or estimated project costs for the upcoming fiscal year. Consideration should be given to carry-forward funding for projects previously authorized.
       9. Any analytical information deemed helpful for setting capital priorities.
    5. The District needs a greater level of detail and information for non-routine capital projects than for routine projects. For non-routine projects, the capital budget should thoroughly describe the impact on the operating budget, number of additional positions required, tax or fee implications, and other financial or service impacts.
    6. Reporting on the Capital Budget. The District recognizes the importance of timely and accurate reporting on projects adopted in the capital budget. Management, Trustees, and citizens should all have the ability to review the status and expected completion of approved capital projects. Periodic reports will be issued routinely on all ongoing capital projects. The reports will compare actual expenditures to the original budget, identify level of completion of the project, and enumerate any changes in the scope of the project, and alert management to any concerns with completion of the project on time or on schedule.
12. The District will maintain practices in conformity with the NRS 354.107 (Regulations) and 354.613(c) (Enterprise Funds Cost Allocation), including:
    1. Central Service Cost Allocation Plan for accumulating, allocating and developing billing rates on allowable costs of services provided by the District’s General Fund to departments, divisions and Enterprise Funds.
    2. This Code Section and related practices can only be modified by a non-consent calendar agenda item during a regular meeting of the Board of Trustees.
    3. This Code Section is specific to the equitable distribution of general, overhead, administrative and similar costs incurred by the District’s General Fund in the process of supporting the operation of the District’s Enterprise Funds.
    4. The underlying practice, along with any others that may be adopted for other financial purposes, will be reviewed during the budget process. The Finance and Accounting staff should review the practices to ensure continued relevance and to identify any gaps that should be addressed with new practices. The results of the review should be shared with the Board of Trustees during the review of the proposed budget. Each budget year, the current Central Service Cost Allocation Plan will be filed with the Nevada Department of Taxation as required.
    5. Practice categories that should be considered for development, adoption and regular review are as follows:
       1. Costs Allowed
       2. Allocation Method
       3. Billing rates for services provided
13. The District will maintain a formal practice on the level of working capital that should be maintained in the Enterprise (Utility) Fund.
    1. Enterprise Funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate Working Capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total Enterprise Fund capital, which constitutes a margin or buffer for meeting obligations. It is essential that the District maintain adequate levels of working capital in its Enterprise Funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees. Working Capital is a crucial consideration, too, in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Likewise, laws and regulations may speak to appropriate levels of working capital for some Enterprise Funds.
    2. The Government Finance Officers Association (GFOA) recommends that local governments adopt a target amount of working capital to maintain in each of their Enterprise Funds. The District’s targets will be formally described in the Practice as adopted and amended as needed.
    3. Working capital is defined as current assets minus current liabilities; the District will consider certain characteristics of working capital that affect its use as a measure. Specifically, the “current assets” portion of working capital includes assets or resources that are reasonably expected to be realized in cash (e.g., accounts receivable) or consumed (e.g., inventories and prepaid expenses) within a year.
    4. Stability of revenues and expenses are also considerations for an accurate calculation of working capital. The District will consider the adequacy of Working Capital in its Enterprise Funds during each annual budget process. The majority of such consideration will be established by the predictability of the revenues to be received from users. Building Working Capital in the Enterprise Funds is an acknowledged purpose in response to revenue shortfalls and unanticipated expenditures, debt service requirements and planning for capital expenditures.
    5. The District employs the term “Net Position” for Enterprise Funds, calculated in accordance with GAAP. Financial reporting distinguishes Restricted from Unrestricted Net Position. Typically, only the latter is available for spending. Working Capital for operating needs should be sourced from Unrestricted Net Position. The District has debt service and capital expenditure needs that extend beyond one year. Therefore, amounts outside of the calculation of Working Capital may develop for those purposes. As such these may also be considered elements of both Restricted and Unrestricted Net Position.
14. The District shall maintain Fund Balance in the General Fund and each governmental or proprietary fund type in a manner which provides for contractual, bond and customer service obligations, while meeting its routine and non-routine cash flow requirements and complying with all federal, state and local statutes and regulations.
    1. SCOPE - The District shall apply accounting principles as forth in Governmental Accounting Standards Board (GASB) Statement 54 considering the unique characteristics of the District. To that end the following measurements will apply to each fund or type:
       1. General Fund. The General Fund must meet the minimum balance requirements under Nevada Administrative Code Section 354.650.
       2. Special Revenue Funds. Community Services; 25% of a fiscal years’ operating expenditures (based on the current adopted budget) other than capital expenditure and debt service.
       3. Beach Enterprise; 25% of a fiscal year’s operating expenditures (based on the current adopted budget) other than capital expenditure and debt service.
       4. Proprietary Fund Types. Measurements of target fund balances:
          1. Utilities. Operations - 25% of operating expenses for the fiscal year based on the current adopted budget.
          2. Internal Services. Operations - 25% of operating expenses for the fiscal year based on the current adopted budget.
          3. Workers Compensation. An amount equal to the State of Nevada required deposit, plus sufficient resources to cover the last determined open exposure for prior claims, if not covered by purchased insurance or a termination insurance policy.
          4. Operating expenses for the calculations in subsections (1) and (2) herein do not include depreciation or interest expense since they are covered by separate definitions.
    2. Definition of Stabilization Arrangement. In conformity with GASB Statement 54, the District may establish a stabilization arrangement only when it includes:
       1. Recognition of the authority by which the arrangement is established including resolution, ordinance or other action.
       2. When to make additions to the stabilization amount
       3. When stabilization amounts can be spent
       4. That a balance will be reported at each fiscal year end.
    3. Other Classifications. The District will apply other classifications and accounting standards under GASB 54 including the use of Nonspendable, Restricted, Committed, Assigned, Unassigned and Unrestricted when presenting either a Statement of Net Position or other forms of fund balance in its financial reports.
15. The District shall maintain Working Capital in each Enterprise Fund in a manner which provides for contractual, bond and customer service obligations, while meeting its routine and non-routine cash flow requirements and complying with all federal, state and local statutes and regulations.
    1. SCOPE – This Code section shall require the District to apply accounting principles as forth in GAAP considering the unique characteristics of the District. To that end the following measurements will apply to each fund:
       1. Strength of collections of accounts receivable, to the extent they can be converted to cash within a timeframe expected for use in the District’s operations.
       2. Historical consumption of inventories and prepaid expenses, to the extent they can be utilized to support operations within the timeframe of the District’s budget cycle.
       3. Levels and flow of annual operating expenses. At no time will the calculation consider less than 45 days operating needs. However, any amount over 90 days needs must be specifically supported and approved in writing by the District’s General Manager.
       4. Support by the General Fund. This includes shared expenses and operating transfers that represent Central Services Cost Allocations.
       5. Control over rates and revenues.
       6. Asset age and condition, whether there is a chance of extra ordinary repairs or a replacement under the Capital Improvement Plan.
       7. Volatility of expenses and the ability to control fixed and variable costs.
       8. Management plans for Working Capital including any inherent effects of Restricted Net Position or items extending beyond one year that would normally not be covered by Working Capital.
       9. Debt Service or Multi-Year Capital Plan needs identified as current requirements.
    2. Definition of Target amounts for Working Capital as measured each Fiscal Year End
       1. Utilities
          1. Operations – 45 to 90 days of operating expenses (Operating expense excludes depreciation and interest.)
          2. Debt Service – up to one year’s payments of interest expense, since current maturities of long term debt are already considered in determining working capital, when classified as a current liability.
          3. Capital Expenditure – up to 1 year of a 3 year average depreciation
    3. Other Accumulation of Resources. The District may accumulate other resources in support of Debt Service or the Multi-Year Capital Plan in addition to Working Capital since these needs extend beyond the measurement period of one year.

Sources:

* Financial Standards Policy 2.1.0
* Performance Measurement for Decision Making Policy 4.1.0
* Budgeting for Results and Outcomes Policy 5.1.0
* Adoption of Financial Practices Policy 6.1.0
* Appropriate Level of Fund Balance Policy 7.1.0
* Capital Project Budgeting Policy 13.1.0
* Adoption of Central Service Cost Allocation Plan Policy 18.1.0
* Appropriate Level of Working Capital Policy 19.1.0
* Appropriate Level of Fund Balance Practice 7.2.0
* Appropriate Level of Working Capital Practice 19.2.0
* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Practices_762016.pdf>

### *APPENDIX: STATE BUDGET FORMS*

The following are the Financial Compliance Forms prescribed by the State of Nevada:

* 4404LGF State Budget Forms
* 4410LGF Schedule of Indebtedness
* 4411LGF Five Year Capital Improvement Plan
* 4413LGF Budget Augmentation

## Revenue

1. Sources of Revenue [WE NEED TO DEFINE THE SOURCES OF REVENUE THAT THE DISTRICT RECEIVES AND REFERENCE CORRESPONDING NRS OR COUNTY CODE]
   1. Taxes
   2. Assessments
   3. Recreation Fees
   4. Utility Fees
   5. Venue Revenues
2. Recreation Roll. IVGID will charge the prescribed Recreation Fee and the Beach Fee to all qualifying real properties within the boundaries of the District.
   1. IVGID will charge the prescribed Recreation Fee, and if applicable the Beach Fee, to all qualifying real properties in one of the following categories:
      1. All dwelling units on developed residential parcels;
      2. All commercial parcels; and
      3. All undeveloped residential parcels which are not designated as unbuildable.
   2. Definitions
      1. Recreation Fee is the annual Recreation Standby and Service Charge assessed by the District on all real property within the District that is in one of the categories listed in Section 1.0 of this document.
      2. Beach Fee is the annual Recreation Standby and Service Charge assessed by the District on all identified real property that was within the District on June 1, 1968, and is in one of the categories listed in Section 1.0 of this document.
      3. Recreation Roll is a listing created by IVGID of real property, using the Washoe County Assessor parcel number, that is in one of the categories listed in 1.0 of this document who pay the annual Recreation Fee, and where applicable the Beach Fee.
      4. Dwelling Unit as described in the Washoe County Code as “any building or portion thereof, which contains living facilities with provisions for sleeping, eating, cooking, and sanitation.”
      5. Qualified Real Property is property subject to payment of a Recreation Fee.
      6. Exempt Real Property is real property that is located within the current geographic boundaries of the District but which Washoe County has exempted from paying Washoe County property tax.
         1. “Exempt Real Property” includes but is not limited to, real property that is used or intended for use for religious or educational purposes, condominium and town house common areas that do not include any Dwelling Units, and publicly owned property.
         2. The owner of a Dwelling Unit that is both located on an Exempt Real Parcel and is occupied as a residence in support of the allowed use by the Exempt Real Parcel may apply to the District to place that Dwelling Unit on the Recreation Roll. Upon (a) acceptance by the District of such application and (b) receipt of payment of the prescribed annual Recreation Fee, and if applicable, the Beach Fee, the Dwelling Unit shall be considered to be Qualified Real Property; but only for so long as the ownership and use of such does not change materially.
      7. Unbuildable Parcel is a parcel so classified by Washoe County and is listed in Category 16 or 17 by the Washoe County Assessor, and has been removed from the Recreation Roll by the District following the owner’s petition.
   3. Qualifying Real Properties Subject to Fee Assessments
      1. Real property in one of the categories listed in Section 1.0 that was within the boundaries of the District when it acquired the beach properties on June 1, 1968. These properties are charged the annual Recreation Fee and charged the annual Beach Fee.
      2. Where real property parcels have been split for development purposes, the resulting smaller parcels are considered to have the same qualifications as the original parcel.
   4. Real Property Exempt from Paying Fee Assessments
      1. When development takes place that results in new parcels or additional dwelling units, each new parcel or dwelling unit becomes a Qualified Real Property and is placed on the Recreation Roll.
      2. Information contained on the Washoe County Assessor’s “Real Property Assessment Data” sheets will be used to determine eligibility for a property to be classified as a Qualified Real Property.
      3. Qualified Real Property that is added to the Recreation Roll as a result of conditions listed in paragraph 1 or 2 above, or by annexation or merger of territory to the District may be required to pay to the District an entry fee as established by the District based on the portion of the Recreation Fee and Beach Fee that was used for capital purposes.
   5. Reinstatement to the Recreation Roll
      1. An unbuildable parcel that has been removed from the Recreation Roll by petition can be restored to the Recreation Roll, and thereby have recreation privileges restored by first paying the total amount of recreation and, if applicable Beach Fees that had been have levied since the parcel was taken off the Recreation Roll, plus any fees or penalties permitted by the State of Nevada as defined in NRS 99.040(1).
      2. An exempt parcel not on the Recreation Roll may obtain a qualified status if the general plan and zoning designation of the property is changed by Washoe County, according to the provision of NRS and Washoe County Code.
   6. Setting and Collection of the Recreation Fee and the Beach Fee
      1. The Board of Trustees will set the amount of the Recreation Fee and the Beach Fee annually as part of the budget preparation process.
      2. The Board of Trustees will set the method and manner of collection of the Recreation Fee and the Beach Fee annually by resolution. The Board of Trustees may choose to follow the procedure set forth in NRS 318.201 and have the Recreation and Beach Fees collected annually by the Washoe County Treasurer along with other taxes collected by the County.
      3. When the applicable Recreation Fee has been paid, such payment entitles the owner to certain uses and rates at certain District-owned recreation facilities, excluding the Beaches and Boat Launch. This is defined more fully in Title \_\_\_\_\_ of the Code. [District Ordinance #7].
      4. When the applicable Beach Fee has been paid, such payment entitles the owner to certain uses and rates at the District-owned Beaches and Boat Launch. This is defined more fully in Title \_\_\_\_\_ of the Code [District Ordinance #7.]
   7. Flow Chart of Policy 16.1.1
      1. [insert flow charter here]

Source: Recreation Roll Policy 16.1.0

* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

## Investments

1. The District will properly manage the risk in its portfolios to achieve investment objectives and comply with investment constraints.
2. The use of diversification in the District’s portfolio is an important strategy for managing risk. Diversification strategies will consider the following:
   1. Carefully and clearly defining what the objectives mean for safety, liquidity, and return to the District.
   2. Preparing a cash flow projection to determine liquidity needs and the level and distribution of risk that is appropriate for the portfolio.
   3. Considering political climate, stakeholders’ view toward risk, and risk tolerances.
   4. Ensuring liquidity to meet ongoing obligations by investing a portion of the portfolio in readily available funds, such as Local Government Investment Pools (LGIPs), money market funds, or overnight repurchase agreements.
   5. Establishing limits on positions in specific securities to protect against default risk.
   6. Limiting investments in securities that have higher credit and/or market risks.
   7. Defining parameters for maturity/duration ranges.
   8. Establishing a targeted risk profile for the portfolio based on investment objectives and constraints, risk tolerances, liquidity requirements and the current risk/reward characteristics of the market.
3. The District will consider the following when using LGIPs:
   1. The District will confirm LGIPs are eligible investments under governing law and the District’s Investment Management Policy.
   2. The District will fully understand the investment objectives, legal structure and operating procedures of the investment pool before placing any money in the pool. When evaluating an LGIP, the District obtains the pool’s offering statement, investment policy, and audited financial statements.
   3. Particular attention must be paid to the investment objectives of a pool to determine whether a pool seeks to maintain a constant Net Asset Value (NAV) of $1.00 or could have a fluctuating NAV. This information is essential in order to determine which pools are appropriate for liquidity strategies (constant NAV) and which ones are only appropriate for longer-term strategies (fluctuating NAV).
   4. The pool’s list of eligible securities should be reviewed to determine compliance with the District’s Investment Management Policy. Portfolio maturity restrictions and diversification policies should be evaluated to determine potential market and credit risks.
   5. Portfolio pricing practices should be evaluated.
   6. Custodial policies should be reviewed.
   7. The qualifications and experience of the portfolio manager, management team and/or investment adviser should be evaluated.
   8. The earnings performance history should be studied and reviewed relative to other investment alternatives. On constant NAV LGIP funds, the current yield of the portfolio can be compared with competitive institutional money market funds, or overnight repurchase agreement rates.
4. The District shall invest public funds in a manner which provides the highest investment return consistent with the need for safety and liquidity, while meeting its routine and non-routine cash flow requirements and complying with all federal, state and local statutes and regulations governing the investment of public funds.
   1. SCOPE. This practice shall apply to all financial assets under the District's control or in its custody as accounted for in the District's financial accounting records and reported in its periodic financial statements. These funds include financial assets held in the following fiscal entities:

**Fund Type** **District Fund Name**

General General Fund

Enterprise Utility Fund

Community Services Fund

Capital Improvement

Internal Service Fleet and Maintenance Fund

Workers Compensation Fund

Special Assessment

Debt Service

Special Revenue

All other funds, unless specifically excluded from this practice by Board of Trustees resolution.

* 1. PRUDENCE. The District intends to utilize standards established by the Uniform Prudent Investors Act. The Act has been adopted by the State of Nevada. The standard of care; portfolio strategy; risk and return objectives from the Act consider:
     1. The District shall invest and manage its assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the District. In satisfying this standard, the District shall exercise reasonable care, skill, and caution.
     2. The District's investment and management decisions respecting individual assets must be evaluated not in isolation but in the context of the District's portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the District's purposes.
     3. Among circumstances that the District shall consider in investing and managing its assets are such of the following as are relevant:
        1. general economic conditions;
        2. the possible effect of inflation or deflation;
        3. the expected tax consequences of investment decisions or strategies;
        4. the role that each investment or course of action plays within the overall investment portfolio
        5. the expected total return from income and the appreciation of capital;
        6. other resources of the District needs for liquidity, regularity of income, and preservation or appreciation of capital; and
        7. an asset's special relationship or special value, if any, to the purposes of the District
     4. The District shall make a reasonable effort to verify facts relevant to the investment and management of its assets.
     5. The District may invest in any kind of property or type of investment consistent with the standards of this Practice.
  2. FINANCIAL OBJECTIVES AND CONSTRAINTS. The District's primary investment objective is to obtain the maximum investment return in light of the following constraints:
     1. Safety. Safety of principal is the foremost constraint of the District's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
     2. Risk. To minimize the risk associated with any one security, diversification is required to ensure that the potential (or actual) losses on individual securities do not exceed the total return generated from the remainder of the portfolio.
     3. Liquidity. The District's portfolio shall remain sufficiently liquid - in terms of cash and near-term maturities of non-cash assets - to enable it to meet all operating requirements, and near term capital investment requirements, which are planned or which might be reasonably anticipated.
     4. Cash Flow Requirements. The size and composition (maturity, security type, etc.) of the District's portfolio(s) shall be determined so as to provide funds to meet the District's projected cash consumption requirements, over time.
     5. Statutes and Regulations. At all times, the District's investments shall be restricted to those specifically identified within NRS 355.170, as amended from time to time, and any other statutes or regulations which may be promulgated by the State of Nevada or the United States Government.
  3. DELEGATION OF AUTHORITY. Authority to manage the District's investment program is derived from the NRS Chapter 355.175, wherein the District's governing body may appoint an Investment Officer to handle the day-to-day administration of the program.
     1. The Board of Trustees hereby expressly delegate Investment Officer responsibilities to the Director of Finance or to the General Manager in the Director's absence.
     2. This Code Section further requires that the Investment Officer shall establish written procedures for the operation of the program, consistent with this and other provisions of this investment policy.
     3. Such procedures shall include explicit delegation of authority to persons responsible for executing investment transactions, if other than the Investment Officer.
     4. No person shall engage in an investment transaction except as provided within this practice or the written procedures.
     5. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials or third-party agents who assist in the investment program.
  4. PORTFOLIO MANAGEMENT. The Investment Officer or their designee will routinely and continuously monitor the financial markets, the performance of the District's portfolio securities and competing securities instruments and adjust the District's portfolio, so as to accomplish the aforementioned investment objectives.
     1. This portfolio management function may, subject to the District's Board of Trustees approval, be contracted out to one or more professional investment managers, knowledgeable in the markets, investment instruments and the District's unique constraints and investment needs. The investment manager(s) shall exercise discretion in its (their) decision-making with respect to portfolio transactions to the extent allowed within the constraints of this policy, unless specifically restricted in writing by the Board of Trustees
     2. Additionally, with respect to decisions which adversely impact the short-term performance of District portfolios, as in the instance where individual securities are liquidated at a loss in order to reposition the portfolio to maximize anticipated future returns, managers must first obtain the Investment Officer's concurrence prior to executing transactions which will result in losses which exceed 5% of an individual security's value or which will exceed, when aggregated, 2% of the value of the overall portfolio under management.
  5. ETHICS AND CONFLICTS OF INTEREST. Officers, employees and agents involved in the investment process shall refrain from personal business activity that could conflict, or might appear to conflict, with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. All such individuals or firms shall disclose any material financial interests in financial institutions that conduct business with the District, and they shall further disclose any large personal financial/investment positions, if any, that could be related to the performance of the District's portfolio. Officers, employees and agents shall subordinate their personal investment transactions to those of the District's, particularly with regard to the timing of purchases and sales.
  6. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. The Investment Officer will maintain a list of financial institutions authorized to provide investment services. Additionally, a list of competent security broker/dealers shall be maintained. These may be primary dealers or regional dealers who qualify under Securities and Exchange Commission (SEC) Rule 15C3-1, Uniform Net Capital Rule.
     1. No public deposit shall be made except in a qualified public depository as established under NRS 356.
     2. All financial institutions and broker/dealers who wish to become qualified for investment transactions must supply the Investment Officer with the following information, in order to demonstrate their economic viability: audited financial statements, proof of National Association of Securities Dealers certification, proof of state registration and certification of understanding and professed adherence to this Investment Management Practice in executing transactions.
     3. The District will, at its option, establish relationships with one or more institutions or broker/dealers and its Investment Officer shall, at least annually, review the financial condition, registrations/certifications status and general performance of selected institutions or broker/dealers.
  7. AUTHORIZED INVESTMENTS. The instruments which the District is authorized to hold are prescribed in NRS 355.170, as revised from time to time.
  8. COLLATERALIZATION. Collateralization will be required on deposit-type securities - e.g., certificates of deposit and repurchase agreements - for deposits which exceed the insured limits of the securities under Federal Deposit Insurance Corporation (FDIC), Federal Saving and Loan Insurance Corporation (FSLIC), or other, successor federal deposit insurance program. Collateral will be limited to obligations of the United States and the State of Nevada and must, at all times, have a fair market value equal to or greater than the fair market value of the collateralized deposits. All other securities shall be collateralized by the actual security held in safekeeping by the appointed custodian.
  9. SAFEKEEPING AND CUSTODY. All securities purchased by or on behalf of the District, excepting securities subject to repurchase by the seller, and all securities pledged as collateral pursuant to section 9.0, above, must be physically held by the District or its appointed custodian meeting the requirements of NRS 355.172, who shall hold the securities in trust for the District.
     1. Securities subject to repurchase by the seller may, in lieu of the requirement for possession, be evidenced by a fully perfected, first-priority security interest in those securities, held and acknowledged by the third party custodian.
     2. Securities so purchased must, at the time of purchase by the District, have a fair market value equal to or greater than the repurchase price of the securities.
  10. DIVERSIFICATION. The District will diversify its portfolio by security type, maturity and issuing institution. Asset allocation guidelines, as deemed necessary from time to time, shall be prescribed by the District's Board of Trustees. Such asset allocation guidelines (maximum maturities) will be in writing and will become an integral part of this policy.
  11. MAXIMUM MATURITIES. To the extent possible, the maturities of securities held within District portfolios shall be closely matched to the District's cash flow requirements for 1) day-to­ day operations, 2) planned capital projects, 3) unknown future contingencies, and known or stated reserves in no event shall the District hold securities with maturities which exceed ten years, this being the maximum maturity allowed the District under NRS 355.170. Investments will be allocated to maturities that match the stated needs for which the District has established the Fund or account.
  12. INTERNAL CONTROL. The Investment Officer shall establish a system of written internal controls which shall be reviewed for adequacy, annually, by the District's external auditors. The controls shall be designed to prevent loss of public funds arising from fraud or abuse, employee error, misrepresentation by third parties, or imprudent actions by officers, employees or agents of the District.
  13. PERFORMANCE BENCHMARK STANDARDS. Theoretically, the District's investment portfolio would have a simple average maturity of less than five years. As a practical matter, the average maturity of the portfolio will vary as economic conditions change and will be dependent upon market factors and the actual investment strategy selected. Accordingly, for purposes of measuring and comparing returns among investments, the performance of District portfolio(s) shall be measured against the 1 year or less, 1-3 year, 1-5 year, and 1-10 year U.S. Government Treasury Indices.
  14. REPORTING. The Investment Officer shall prepare a quarterly report of investment activity that will be made available to the Board of Trustees within thirty days of the close of the calendar quarter.
      1. The report will include sufficient content to indicate how the District's investments are being managed to meet the objectives of safety, risk, liquidity, cash flow and regulations.
      2. The report shall contain a measure of the portfolio's return for the quarter, and when annualized shall compare its actual performance with the aforementioned benchmarks.
      3. At least once annually, and not later than sixty days after the close of the fiscal year, the Investment Officer shall present a comprehensive report summarizing the investment program's performance during the preceding twelve month period.
      4. This report shall contain, at a minimum, the same information required in the quarterly reports but, also, shall indicate areas of concern with respect to policy and strategy matters and shall recommend appropriate corrective action.
      5. Additionally, at least quarterly, the Investment Officer shall prepare a projection of cash flows for the succeeding five year investment period.
      6. Estimates for the first two years of the investment period shall be on a quarterly basis, while estimates for the remaining periods may be on an annual basis. This cash flow projection shall serve as the basis for adjustments to asset allocations among and between the investment maturities.
  15. INVESTMENT POLICY ADOPTION. This investment policy shall be adopted by motion of the District's Board of Trustees. It shall be reviewed at least annually and any modifications made hereto must be approved by the District's Board of Trustees.

Sources:

* Use of Local Government Investment Pools Policy 10.1.0
* Investment Management Policy 11.1.0
* Investment Management Practice 2.11.0
* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Practices_762016.pdf>

## CAPITAL ASSETS

1. The best source of relevant information on the estimated useful lives of the District’s capital assets comes from its own past experience with similar assets.
2. In situations where the documentation of the District’s own past experience, for a given type of capital asset, is not adequate for this purpose, the District will consider the experience of other governments, professionally determined specifications, and private-sector enterprises.
3. The District will make whatever adjustments are needed to estimated useful lives that were obtained from others to ensure that such estimates are appropriate to its own particular circumstances.
4. It is especially important to consider the potential effect of each of the following factors when depending on the experience of others:
   1. Quality. Similar assets may differ substantially in quality, and hence in their useful lives, because of differences in materials, design and workmanship.
   2. Application. The useful life of a given type of capital asset may vary significantly depending upon its intended use.
   3. Environment. Environmental conditions in the Tahoe Basin include climate and regulatory sources. Conditions can be defined by the Tahoe Regional Planning Agency, the United States Forest Service Basin Management Unit and the North Lake Tahoe Fire Protection District. The service life of some capital assets used in connection with highly regulated activities could be affected by these agencies codes or best management practices.
   4. Life Cycle Considerations. The vast majority of the District’s capital assets are used in conjunction with programming activities. Useful lives reflect the amount of utilization that will be consumed by an operating period and could affect the care and condition needed for services rendered by those venues. The District should also consider the possibility of varying useful lives for components of larger assets, both for capitalization and to reflect the appropriate life cycle maintenance interval for such components.
   5. Maintenance. The potential effect of each of the factors just described may be mitigated or exacerbated as a consequence of the District’s evaluation of capital asset care and condition, as well as the approach to maintenance and replacement policy. Once established, estimated useful lives for major categories of capital assets should be periodically compared with the District’s actual experience and appropriate adjustments should be made to reflect this experience.
5. The District will consider the following guidelines in establishing capitalization thresholds:
   1. Potentially capitalizable items should only be capitalized if they have an estimated useful life of greater than two years following the date of acquisition or placed into service.
   2. Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets.
   3. In no case will the District establish a capitalization threshold of less than $5,000 for any individual item.
   4. In establishing capitalization thresholds, when the District is a recipient of Federal awards, then Federal requirements that prevent the use of capitalization thresholds in excess of certain specified maximum amounts for purposes of Federal reimbursement will prevail.
   5. Capitalization of buildings and infrastructure should consider the use of componentization as a way to reflect the varying life cycle considerations of mechanical, structural elements, and wear items that may require different cycles of maintenance and replacement from the main asset being capitalized. The significance of such componentization takes precedent over the $5,000 threshold, and thus smaller amounts may be listed to facilitate proper asset management.
6. The District will prepare and adopt comprehensive multi-year capital plans to ensure effective management of capital assets.
   1. A prudent multi-year capital plan identifies and prioritizes expected needs based on a community’s strategic plan, establishes project scope and cost, details estimated amounts of funding from various sources, and projects future operating and maintenance costs.
   2. The capital plan should cover a period of at least five years, preferably ten or more.
   3. Identify needs. The first step in the District’s capital planning is identifying needs. The District has a commitment to the maintenance of its existing infrastructure. The District’s Multi-Year Capital Plan will use information including development projections, strategic plans, comprehensive plans, facility master plans, regional plans, and citizen input processes to identify present and future service needs that require capital infrastructure or equipment. In this process, attention will be given to:
      1. Capital assets that require repair, maintenance, or replacement that, if not addressed, will result in higher costs in future years.
      2. Infrastructure improvements needed to support new development or redevelopment.
      3. Projects with revenue-generating potential.
      4. Improvements that support economic development.
      5. Changes in policy or community needs.
   4. Determine costs. The full extent of project costs should be determined when developing the multi-year capital plan. Cost issues to consider include the following:
      1. The scope and timing of a planned project should be well defined in the early stages of the planning process.
      2. The District should identify and use the most appropriate approaches, including outside assistance, when estimating project costs and potential revenues.
      3. For projects programmed beyond the first year of the plan, the District should consider cost projections based on anticipated inflation.
      4. The ongoing operating costs associated with each project should be quantified, and the sources of funding for those costs should be identified.
      5. A clear estimate of all major components required to implement a project should be outlined, including land acquisition needs, pre-design, design, and construction or acquisition, contingency and post-construction costs.
      6. Recognize the non-financial impacts of the project (e.g., environmental) on the community.
   5. Prioritize capital requests. The District continually faces extensive capital needs and limited financial resources. Therefore, prioritizing capital project requests is a critical step in the capital plan preparation process. When evaluating projects the District will:
      1. Categorize each submittal under Project Types:
         1. Major Projects. A non-recurring project with scope and management complexity with a project budget greater than $1,000,000 and a 25-year minimum asset life.
            1. New Initiatives − A project that creates a new amenity or significantly expands an existing facility with new programming, operations or capacities.
            2. Existing Facilities − A project that maintains, renews, and re- invests in existing facilities without significantly adding new programming, operations or capacities.
         2. Capital Improvement. A non-recurring project with some scope and management complexity with a project budget generally less than $1,000,000.
            1. New Initiatives
            2. Existing Facilities
         3. Capital Maintenance. A generally recurring project at an existing facility with limited scope and management complexity and a project budget less than $1,000,000.
         4. Rolling Stock. On-going projects for the replacement of vehicles, heavy and light duty wheeled and tracked machinery, tractors, mowers, trailers, etc.
         5. Equipment & Software. On-going replacement of non-rolling stock and non- building system equipment (kitchen, ski rental, uniforms, furniture, service-ware, etc.), information technology hardware and software.
      2. Prioritize Projects under these criteria:
         1. Priority 1 are projects that address Existing Facilities or replace existing assets via Capital Maintenance, Rolling Stock, or Equipment & Software projects that have reached or are near the end of useful life and are necessary to meet existing programming, operations, or capacities that the community wants, needs and uses.
         2. Priority 2 are New Initiative projects that address existing facilities and assets that have reached or are near the end of useful life in order to expand existing programming, operations, or capacities to meet the community’s wants, needs and uses.
         3. Priority 3 are New Initiative projects that create new amenities that are wanted by the community and will be funded by new sources.
         4. Priority 4 are New Initiative projects that create new amenities that are wanted by the community and will be funded by existing sources.
      3. Ongoing consideration of Project Types and Prioritization by District Staff will consider:
         1. Reflect the relationship of project submittals to financial and governing policies, plans, and studies.
         2. Allow venues to provide a prioritization recommendation.
         3. Incorporate input and participation from major stakeholders and the general public.
         4. The condition assessment of existing assets as it relates to asset life-cycle, industry best practices, manufacturer’s guidelines, safety, and the aesthetic character of the facility.
         5. Adhere to legal and regulatory requirements and/or mandates.
         6. Anticipate the operations and operating budget impacts resulting from capital projects.
         7. Apply analytical techniques, as appropriate, for evaluating potential projects (e.g., return on service, payback period, cost-benefit analysis, cash flow modeling).
         8. Re-evaluate capital projects approved in previous multi- year capital plans.
         9. The availability of outside funding (e.g. grants, direct community contribution, in-kind contribution, public private partnership) to support completion of a capital project.
      4. Develop financing strategies. The District recognizes the importance of establishing a viable financing approach for supporting the multi-year capital plan. Financing strategies should align with expected project requirements while sustaining the financial health of the District. The capital financing plan should:
         1. Anticipate expected revenue and expenditure trends, including their relationship to multi-year financial plans.
         2. Prepare a flow of resources projection of the amount and timing of the capital financing and expenditure
         3. Continue compliance with all established financial policies.
         4. Recognize appropriate legal constraints.
         5. Consider and estimate funding amounts from all appropriate funding alternatives.
         6. Ensure reliability and stability of identified funding sources.
         7. Evaluate the affordability of the financing strategy, including the impact on debt ratios, taxpayers, ratepayers, and others.
7. The capitalization threshold for all asset classes shall be identified during the budget process each fiscal year by the Finance and Accounting staff and approved by the Board of Trustees as part of the adoption of the annual Debt Management Policy, including the Five Year Capital Improvement Plan and its statement on minimum level of expenditure.
   1. The capitalization threshold per item shall be:
      1. ASSET CLASS: Equipment
         1. MINIMUM COST $5,000.00
      2. ASSET CLASS: Structures and Land Improvements
         1. MINIMUM COST: $10,000.00
   2. In addition to cost, all of the following criteria shall also be used:
      1. The normal useful life of the item is three or more years.
      2. The item has an acquisition cost (including freight and installation) of at least the amounts listed above in each asset class.
      3. The item will not be substantially reduced in value by immediate use.
      4. In case of repair or refurbishment that will be capitalized, the outlay will substantially prolong the life on an existing fixed asset or increase its productivity significantly, rather than merely returning the asset to a functioning unit or making repairs of a routine nature.
      5. The capitalization threshold is applied to individual items rather than to groups of similar items (e.g. desks and tables).
      6. The utilization of componentization of assets under the project, to provide a more appropriate management of an assets care, condition and associate maintenance or replacement, takes precedent over the stated thresholds under section 1.1.
   3. All fixed assets acquired either as operating or capital expenditures will be identified as IVGID property and recorded. Such items represent a value to the operations that have an ongoing usefulness to justify safeguarding them from loss or abuse. The items should be expected to be in service at least two years and can be readily assigned to a function or activity as responsible for its care and condition.

Sources:

* Establishing the Estimated Useful Lives of Capital Assets Policy 8.1.0
* Establishing Appropriate Capitalization Threshold for Capital Assets Policy 9.1.0
* Multi-Year Capital Planning Policy 12.1.0
* Capitalization of Fixed Assets Practice 2.9.0
* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Practices_762016.pdf>

## Debt Management

1. The District shall adopt comprehensive written debt management practices and they will be reviewed annually in conjunction with the budget process and revised as necessary.
2. Debt Limits. The Practice will define specific limits or acceptable ranges for each type of debt. Limits are generally set for legal, public policy, and financial reasons.
   1. Legal limits may be determined by:
      1. State constitution or law.
      2. Local resolution or ordinance, or covenant.
   2. Public Policy limits can include:
      1. Purposes for which debt proceeds may be used or prohibited.
      2. Types of debt that may be issued or prohibited.
      3. Relationship to and integration with the Multi-Year Capital Planning.
      4. Policy goals related to economic development, capital improvement financings, tax increment financing, and public-private partnerships.
   3. Financial limits generally reflect public policy or other financial resource constraints, such as reduced use of a particular type of debt due to changing financial conditions. Appropriate debt limits can positively impact bond ratings, if the District demonstrates adherence to such policies over time. Debt limits will be stated as follows:
   4. Direct Debt can be measured or limited by the following ratios:
      1. Debt per capita,
      2. Debt to taxable property value
      3. General Obligation debt service payments as a percentage of governmental fund type revenues or expenditures.
   5. Revenue Debt levels are often limited by debt service coverage ratios or credit rating impacts contained in bond covenants.
   6. Short-Term Debt Issuance should describe the specific purposes and circumstances under which it can be used, as well as limitations in term or size of borrowing.
3. Debt Structuring Practices. The Practice will include specifics regarding the debt structuring practices for each type of bond, including:
   1. Maximum term stated in absolute terms or based on the useful life of the asset(s);
   2. Average maturity;
   3. Debt service pattern such as equal payments or equal principal amortization;
   4. Use of optional redemption features that reflect market conditions and/or needs of the government;
   5. Use of variable or fixed-rate debt, credit enhancements, short-term debt, and limitations as to when each can be used;
   6. Other structuring practices should be considered such as capitalized interest, deferral of principal and/or other internal credit support including general obligation pledges.
4. Debt Issuance Practices. The Practice will provide guidance regarding the issuance process, which may differ for each type of debt. These practices include:
   1. Criteria for determining the sale method (competitive, negotiated, placement) and investment of proceeds,
   2. Criteria for issuance of advance refunding and current refunding bonds,
   3. Selection and use of professional service providers,
   4. Use of comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing results, and
   5. Use of credit ratings, minimum bond ratings, determination of the number of ratings, and selection of rating services.
5. Debt Management Practices. The Practice will provide guidance for ongoing administrative activities including:
   1. Investment of bond proceeds,
   2. Primary and secondary market disclosure practices, including annual certifications as required,
   3. Arbitrage rebate monitoring and filing,
   4. Federal and state law compliance practices, and
   5. Market and investor relations efforts.
6. To ensure that debt principal and interest payments are made on a timely and cost effective basis, the District will manage debt service as follows:
   1. The District will ensure that all parties responsible for making debt service payments fulfill their fiduciary and operational responsibilities. The negotiation of contract terms should serve the District, the trustee/fiscal agent/paying agent and the bondholders and include:
      1. requirements for timely payment of all funds on the due date;
      2. full utilization of funds by the District until the due date;
      3. requirement for use of electronic fund transfer throughout the payment process; and
      4. requirements that all parties execute transactions in the most cost efficient and effective manner.
   2. The District will ensure that appropriate contractual terms and internal procedures are in place. The District will negotiate terms allowing for full investment of funds by the District until the payment due date by utilizing electronic fund transfer.
   3. The District will require that trustees/fiscal agents/paying agents invoice the District for debt service payments a minimum of 30 days prior to the due date.
   4. The District will use electronic fund transfer to assure transfer to the trustee/fiscal agent/paying agent on the payment date. If payment must be made by check, the District will ensure paying the check no more than five (5) days prior to the payment date through a guaranteed delivery service.
   5. The District will ensure that all parties to the transaction (internal and external) are kept informed of the procedures established.
7. To ensure that debt, through the issuance of bonds or other long term indebtedness, is limited to appropriate levels, the District will manage outstanding bonds and installment purchase obligations through a measure of affordability as follows:
   1. The District will ensure that all bonded indebtedness is analyzed and validated by comparing the consequences of the debt issuance against the District’s Debt Coverage Ratio. Debt issued for non- utility purposes must remain within a Debt Coverage Ratio of at least 1.5 times. Debt issued for utility purposes must remain within a Debt Coverage Ratio of 1.75 times.
      1. Under this Code section, “utility” purposes are those related to only water and sewer functions.
      2. The Debt Service Coverage Ratio will be determined by dividing the operating or other available revenues less operating expenses other than depreciation and interest by the annual principal and interest payments.
      3. The ratio will be stated in the number of times the net revenue covers the annual debt service.
      4. The process of analysis and validation will consider the projected amounts for each year the issue will be outstanding. An acceptable result will include meeting the standard on average over the life of the issue in question. However, the coverage ratio in any one year cannot go below 1.0.
   2. The District will consider issuing a bond for any non-“utility” project or group of projects, when that totals more than $2,500,000 and can be repaid within 10 years of issuance. The District will consider issuing a bond for a period longer than 10 years when it is necessary for the economic feasibility of the project.
   3. The District will consider issuing a bond for any “utility” project or group of projects, when that totals more than $2,500,000 and can be repaid within 20 years of the completion of the project acquisition or construction. The additional time allowed is in recognition of that maturity under the Nevada State Revolving Fund Loan Program. Shorter maturities are preferred whenever feasible.
   4. The effective limitation on the total of bonds outstanding at a given point of time is expected to be a function of the feasibility in the marketplace for a proposed issue, combined with the District existing Bond Rating, the financial projections of the District and the ability to sell bonds within the projected parameters.
   5. Consideration of the use of installment purchase obligations will be conducted according to NRS. This form of financing is also referred to as municipal leasing, can be considered for a project or group of projects when that totals more than $250,000 and can be repaid within 10 years of issuance (in effect requiring the obligation to comply with Medium Term Financing guidelines).
   6. This Code Section is expected to be reviewed and updated from time to time to validate the coverage ratio and the dollar and maturity limits used to establish acceptance for issuance of bonded indebtedness. That review should occur in conjunction with the adoption of the Debt Management Policy.

Sources:

* Debt Management and Limits Policy 14.1.0
* Debt Service Payment Settlement Practice 14.2.0
* Debt Issuance Limitations Practice 14.2.1
* **Click here to review in original form:** 
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Practices_762016.pdf>

*APPENDIX*

*INDEBTEDNESS REPORT*

*DEPARTMENT OF TAXATION* Guidance for medium term bonds

## Reports [reserved]

## Penalties and Interest Charges on Delinquent Accounts and Collection Thereof

1. NRS 318.197 provides that the Board of Trustees may establish:
   1. a basic penalty for the nonpayment of charges within the time and in the manner prescribed by it.
   2. a penalty per month for nonpayment of the charges and basic penalty.
   3. the method for collecting the charges for any service in accordance with this section.
2. The District shall pursue diligent efforts in collecting charges for services.
3. The District shall charge a basic penalty of 10% for the nonpayment of charges throughout the District.
4. In addition to the basic penalty in Section (3) of this Code Section, a 1.5% penalty per month for nonpayment of the charges and basic penalty.
5. The basic penalty and additional penalty identified in Section (3) and (4) of this Code Section shall become effective in accordance with the following schedule:
   1. that the basic penalty be added when the charges are 30 days delinquent;
   2. that the additional penalty be added when the charges are 60 days delinquent;
   3. that the charges constitute a perpetual lien on and against the property served; and
   4. such notice of lien shall be served when the charges are 70 days delinquent.

Source: Resolution No. 1538 A Resolution Establishing Penalty and Interest Charges on Delinquent Accounts and Collection Thereof; click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

## Audits

1. The District is committed to be proactive, informed, and providing the highest form of financial accountability to its parcel owners. Achieving this goal requires clear rules and procedures for making decisions and their impact on financial results. As required by NRS 354.624, each local government shall provide for an annual independent audit of all of its financial statements.
2. The independent auditor reports directly to the Audit Committee as established under Section 2.01.17(1).

Source: Audit Committee Policy 15.1.0; click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>

### Appendix: Current Annual Budget

### Appendix: Current Audit

### Appendix: NRS Chapter 354 “The Local Government Budget and Finance Act”

# CHAPTER 5.02 ACQUISITION, DISPOSITION & ENCUMBRANCE OF REAL & PERSONAL PROPERTY

## Real Property

1. [RESERVED]
2. [RESERVED]
3. Rough draft of possible Code language for Non-Operational Land Holdings. The District will properly manage the risk and responsibilities in its portfolios of Non-Operational Land Holdings to achieve investment and service objectives. The future planned use of the parcels of land under the District’s ownership is an important strategy for availability of service as a government. That includes the consideration of making designated properties available for use for recreation opportunities for generations to come. The District will:
   1. Carefully and clearly define what the objectives are for acquisition, holding (for recreation purposes) or reselling (for returning properties to the tax or facility fee roll) of non-operational land parcels. Non-operating parcels are generally not incorporated into an IVGID venue or its structures or improvements.
   2. Maintain a projection for costs to carry ownership into the future.
   3. Considering the political climate and stakeholders’ view toward accumulation of parcels for any stated purpose.
   4. Consider the opportunity costs to not acting upon land acquisition or by claiming tax delinquent parcels when the possibility exists.
   5. Consider limits on the amount invested, or the quantity of properties acquired for resale, or for the return to the tax or facility fee rolls based on marketability and best use of public funds.
   6. Consider the legal compliance aspects of acquiring tax forfeit properties and the possibility of honoring a redemption period before the District can act.
   7. Establish that parcels acquired for recreation purposes, as defined by their deed, will not be considered available for resale except to another governmental agency.
   8. Establish that resale of parcels will not be offered in a manner that conflicts with free market listings of similarly situated properties by way of price or terms.
   9. Include an analysis of the inventory and class of coverage, as defined by the Tahoe Regional Planning Agency, held by the District and whether it should be placed with the State of Nevada for sale.
   10. Periodically report on the Non-Operational Land Holdings and coverage inventory to maintain an awareness of the extent and purpose of these District assets.
4. COVERAGE?

## Personal Property [RESERVED]

## Leases

1. State Guidance letter 16-004 concerning, “GASB standards on Lease Accounting; Requirements for Reporting Installment-purchase Agreements; and Types of Installment-purchase Agreements and Medium Term Obligations Subject to Approval by the Department of Taxation,” is hereby incorporated by reference as the District’s policy and procedure regarding leasing.
2. [RESERVED]
3. [RESERVED]

## Easements

1. Easements Across Property Owned by IVGID.
   1. The process should be initiated by a letter request of the property owner, detailing the following:
      1. Complete legal description of the easement, accompanied by a plat map with a sketch of the easement. If public utilities are located within or to the easement, or , in the opinion of the General Manager, other property characteristics make a survey desirable, a certified survey shall also be furnished by the property owners.
      2. Description of the applicant's property to be benefited, together with a plat map.
      3. Specific reasons for the request.
      4. Whether the easement will be exclusive or non- exclusive.
      5. Estimate of the market value of the easement.
   2. The letter application must be accompanied by a non-refundable application fee in the amount of One Hundred Dollars ($100.00) to cover the administrative processing cost. The applicant also must agree to reimburse IVGID for the District's out-of-pocket expenses for surveys, title research and attorney fees in relation to the easement.
   3. Written notice of the District’s intention to consider a request for easement must be given to owners of property within three hundred (300) feet of the affected District property at least thirty (30) days prior to the date the request will be considered.
   4. The District staff will evaluate each request on a case- by-case basis to make a recommendation to the General Manager. All costs of any survey, engineering, or improvements to the easement shall be borne by the applicant.
   5. If the requested easement requires improvements, plans for the improvements shall be attached to the easement application and a performance bond must be provided upon execution of the easement document to ensure completion. If the easement requires maintenance, a covenant must be included in the easement document binding applicant and his successors to perform such maintenance.
   6. The easement document will provide for insurance, maintenance and other items that may be recommended by staff based on a case-by-case review.
   7. Once executed, the easement document will be recorded by the property owner and a copy of the recorded document furnished to IVGID.
   8. The granting of any easement will be completely discretionary with the District General Manager. District General Manager actions shall not constitute a precedent.
   9. In general, the District General Manager will not grant an easement that may interfere with the present or future operations of the District.
   10. In considering an application for easement, the District General Manager shall consider the property owner's need for the easement, impact upon District operations, future plans for the property, the degree to which the easement restricts future use of the property, environmental matters, safety matters, impact upon adjacent properties and the surrounding neighborhood, and other matters the District General Manager deems pertinent and appropriate.
   11. If there is a benefit to the District because of easement improvements or other mitigation measures, the staff and District General Manager will consider this in setting a price for the easement. The price set for the easement will also be determined in relation to the value added to the property as well as any detriment to the District.
   12. The District General Manager may require an appraisal of any proposed easement, if in his judgement the market value of the easement is not clear and the easement may be sufficiently valuable to warrant the expense of an appraisal. If an appraisal is required by IVGID, all expenses pertaining thereto shall be paid for by the property owner.
   13. If improvements within the easement require permits from any local, regional, state or federal agency, or if the easement is associated with any project which otherwise requires such permits, and all such permits have not been obtained, the easement shall expire in one year or at other such time stated in the easement, if all such permits are not obtained by such time by the property owner.
2. Relinquishment and Acquisition of Utility Easements and Encroachment Agreements
   1. The District is engaged in providing utility services within its service areas, under the authority vested in it by NRS 318.116(10) and (14) and Washoe County Ordinance No. 97 (As Amended May 20, 1961); and,
   2. The District is the Owner and holder of certain perpetual easement(s) and right(s) of way over and through the lands within IVGID's jurisdictional boundaries; and,
   3. A number of the sewer and water mains, pipelines and other utility facilities are fully outside of or partially outside of the above-described IVGID easements; and,
   4. Numerous instances of landowner caused improvements exist within the rights of way, easements and line locations which obstruct or, with the passage of time, will obstruct IVGID's ability to service of maintain its sewer and water mains; that a vast majority of said improvements are of a landscaping nature including, but not limited to, fencing, patios, rock gardens and planting areas; that it is expected that these owner caused encroachments would add substantially to the cost of maintenance if IVGID were to be responsible for same; and,
   5. It is necessary and appropriate for IVGID to enter into encroachment agreements with land owners wherein the costs associated with removal and replacement of encroaching improvements are borne by the landowner thereby minimizing costs that would inevitably be borne by all District users; and,
   6. It is necessary and appropriate for IVGID to abandon portions of some of the existing easements, and, in some cases, all portions thereof, or to realign or re- establish the existing easement(s) on the same parcel or parcels under a common ownership; and,
   7. Pursuant to NRS 318.160, which governs IVGID'S acquisition, disposal and transfer of real property, including easements and rights-of-way, the IVGID Board of Trustees wish to authorize IVGID's Director of Public Works to negotiate the complete or partial abandonment/relinquishment of existing easement(s) and rights-of-way or encroachment agreement items, in consideration of IVGID's obtaining of entirely new or partially new easement or right-of-way routes or agreements by landowners, such authority to include said Director's right, on behalf of IVGID, to sign and execute such abandonment/ acquisition and encroachment agreements, subject to the Board's right to question and object to same, as provided for here under. The sample Encroachment Agreement and the sample Quitclaim Deed, same to be utilized in these transactions are attached hereto and incorporated herein by reference thereto.
   8. Any such transactions shall be subject to any IVGID Trustee's right to request Board of Trustees review, consideration and possible reconsideration of any such proposed abandonment/acquisition or encroachment agreement.
   9. It is anticipated that all or substantially all of said easement negotiations and relocations will be made without the exchange of monetary or other legal consideration from IVGID beyond that which is inherently a part of the exchange of the relinquished easement(s) and the new or modified one(s).
   10. Any exchanges that may require any additional legal consideration, beyond Two Thousand Dollars ($2,000.00), are subject to the Board of Trustees prior approval.
   11. Under NRS 318.160 this Board of Trustees has the authority to acquire, transfer and dispose of real property, including easements.
   12. IVGID utility improvements upon servient properties owned by IVGID utility users are actually located partially outside of, with a number entirely outside of their respective easements; that IVGID correspondingly determines that it is in IVGID's best interest to abandon/relinquish any such existing easements which are no longer necessary or useful in IVGID's utility operations or for future expansion of IVGID utility systems.
   13. The foregoing action is both necessary and appropriate to allow the effective negotiation by IVGID with the same property owners whose property is subject to the existing easements as well as the sought-after new or modified easements that do contain existing utility improvements or will contain such, or which are otherwise for the operation and maintenance of IVGID utility systems.
   14. Due to this Board of Trustees already burdened calendar/agenda, which burden is expected to increase even without the routine consideration of matters such as these, and for purposes of economics and expediency in general, this Board of Trustees conditionally delegates its authority to enter into the abandonment and acquisition of utility easements and execution of encroachment agreements, to IVGID's Director of Public Works so that the Director may negotiate with the respective property owner(s) and consummate said agreements, subject to the provisions hereunder. Any such proposed agreement shall be subject to the right of any Trustee to request Board of Trustees review of and possible reconsideration of the appropriateness or propriety of the proposed agreement. Such reconsideration shall include the right of this Board of Trustees to confirm or modify the proposed Agreement in whole or in part.
   15. A summary of any such referenced deed or agreement, as the case may be, showing the nature of the proposed transaction, with the salient facts, shall be furnished to each Trustee, at least ten (10) days prior to the Director of Public Works’ execution of same, so that each Trustee will have the opportunity to place the question of the appropriateness or propriety of such agreement on a regular Board of Trustees meeting agenda, such agendizing to comply with the prescriptions of NRS 241. Absent any such request, the Director of Public Works shall then have the right to execute any documents essential to the consummation of the transaction.
   16. Amongst other appropriate provisions, any such agreement(s) shall require that the respective User/Property Owner shall indemnify and hold harmless IVGID and its directors, officers and employees from and against any and all actions, causes of action or suits, costs, claims, demands, expense, loss or liability for any injury to or death of any persons, or damage to any property, including IVGIDs, User's or any third party, arising out of or in any way connected with the common use or occupancy of the said right(s) of way, easement(s)/location(s).
   17. Any such agreements shall, amongst other things, further provide that the benefits and burdens of the Agreement(s) run with the land.
   18. Notwithstanding anything herein contained to the contrary, it is further resolved that any proposed exchanges and proposed agreements that involve an exchange of pecuniary or other legal consideration, in an amount exceeding Two Thousand Dollars ($2,000.00), which additional consideration is potentially payable by IVGID, shall be first reviewed by this Board of Trustees as a condition precedent to their being executed.

Sources:

* Policy Resolution No. 103 (Resolution 1475) Establishing a Policy for the Granting of Easement Across District Property
* Policy Resolution No. 129 (Resolution No. 1632) Relinquishment and Acquisition of Utility Easements and Encroachment Agreements
* Click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

## Liens [reserved]

## Use of IVGID Facilities

1. Use Of District Facilities By Qualified Local Non-Profit, Volunteer Organization, National Organization With A Local Chapter, Or Activity Based In Or Benefitting Incline Village/Crystal Bay, North Tahoe Region, Government Agency, Or A Local School, That Administers And Conducts The Activity Themselves.

* 1. The District shall receive and review requests for activities at its facilities by local non-profit, volunteer organization, national organization with a local chapter, or activity based in or benefitting Incline Village/Crystal Bay, North Tahoe Region, government agency, or a local school, that administers and conducts the activity themselves.
  2. This Code section will provide staff with guidance when administering a consistent policy throughout IVGID.
  3. Activities that fit within the following criteria set forth in this Code Section will be allowed, upon approval by the appropriate level of management up to and including the Board of Trustees.
  4. POLICY AND PROCEDURE STEP 1 APPLICABLE TO ALL ACTIVITIES
     1. The sponsor must be a qualified local non-profit, volunteer organization, national organization with a local chapter, or activity (as outlined later in this document) based in or benefitting Incline Village/Crystal Bay, North Tahoe Region, government agency, or a local school, that administers and conducts the activity themselves.
     2. Request will be considered on a first-come, first-served basis and use of District facilities will be evaluated on a venue by venue basis balancing capacity and the resident’s needs as the key criteria. All requests will be made to the applicable District Venue Manager.
     3. The activity must not be for commercial or personal gain with the exception that business collaboration results in advertisements and its benefit to business.
     4. The activity must be overseen by the sponsoring organization and a lead individual identified to handle details up and through the day of the event. This person must be someone who is in attendance at all times the day of the event.
     5. IVGID will have no responsibility for the administration of the event or for the funds collected by the activity.
     6. When applicable, the sponsor must provide insurance, list IVGID as an additional insured (when applicable) and any other paperwork required by the District Risk Manager.
     7. The sponsor of the activity will agree to indemnify and hold the District harmless from any claims arising out of the activity.
     8. The profits derived from the activity must materially benefit the community of Incline Village/Crystal Bay, and be used within the North Tahoe Basin for the length of their useful life.
     9. A signed contract and applicable paperwork are to be executed not less than thirty (30) days prior to the event. If the event is cancelled within 30 days of the event, the deposit may be forfeited.
     10. Qualified, non-profit, volunteer organization or activity requests are to be ranked and evaluated in accordance with the Internal Revenue Service (IRS) Code as follows:
         1. IRS Code 501(c) (3), tax-exempt organizations. The organization description must fit one of the following: Charitable, religious, educational, scientific, literary, and testing for Public Safety, foster national or international amateur sports, or prevention of cruelty to children or animals.
         2. Other tax-exempt IRS Code 501 (c) organizations, such as Civic Leagues, Social Welfare Organizations, Labor, Agricultural, and Horticultural organization, Business Leagues, Veterans’ Organization, and Chamber of Commerce.
     11. In all cases, an IRS letter of determination is to be provided to the District (or on file with the District) as documentation of status. The letter of determination shall be provided at the time of request.
     12. All events, as a minimum, will be charged a $50 Administrative charge which is to cover the required paperwork, etc.
     13. The attached application is required for each event and is herewith incorporated and made effective as of July 1, 2013.
     14. During the budget cycle, the Board of Trustees approves the District’s Key Rates which include the rack rate for each District venue. This is the guiding document for each District Venue Manager to make their discounting decision, using yield management, for each event/venue.
     15. Within sixty (60) days of the conclusion of the activity, the sponsoring organization must submit a financial statement to the District Venue Manager, giving details of income and expenses for the activity and expected contributions to the beneficiary(ies). If sponsor does not provide an activity financial statement within the stated timeframes, they will not be allowed to hold another activity at District facilities for one year.
  5. POLICY AND PROCEDURE STEP 2 REQUIREMENTS FOR EACH OF THE DISTRICT VENUES
     1. GOLF VENUES. The sponsor must apply in advance, in writing, to the District Venue Manager.
        1. The following is to be included in the request:
           1. Details of the activity (including, but not limited to, proposed date of activity, proposed venue, etc.)
           2. Projected finances and how funds are to be distributed
           3. Beneficiary of the event (who is it and where do they reside)
           4. Geographical area served
           5. IRS Letter of Determination
        2. Availability of Golf Courses
           1. Golf activities: It is strongly recommended that charity tournaments be held prior to June 15 and after September 15 on the Championship Course.
           2. Golf activities: It is strongly recommended that charity tournaments be held prior to July 1 and after September 15 on the Mountain Course.
           3. Should a charity tournament desire a date before or after those listed in a. or b. above, it is the representative’s responsibility to discuss their desire with the District Venue Manager who will make the determination.
        3. Charges To Use Each Golf Course
           1. Golf activities will be charged on the Championship Golf Course as determined during the annual budget process.
           2. The Mountain Golf Course will be offered as determined during the annual budget process.
        4. Event organizers shall be encouraged to plan golf activities on Mondays through Thursdays in the afternoon.
        5. If the activity is cancelled ninety (90) days prior to the scheduled activity, the group will forfeit their deposit fee.
     2. CHATEAU AND ASPEN GROVE VENUES
        1. The following shall apply in addition to Policy and Procedure Step 1. listed above. The full rack rate prices in place is the basis for the non-profit discounting as outlined below for high season and low season (Blackout dates apply to high season dates).The Chateau and Aspen Grove Facilities, discounts to non-profits will be set each year during the budget process.
        2. At the discretion of the Chateau and Aspen Grove sales team, with the approval of the Sales Manager and/or the Director of Finance greater discounting or a further advanced reservation can occur if the following conditions exist:
           1. The date being requested is unsold; and
           2. the likelihood of selling the date is quickly diminishing; and
           3. the activity will engage in other District ancillary revenue producing areas such as catering and golf outings during the activity.
        3. High and Low season and Midweek dates are defined as follows:
           1. High Season dates are May through October and December

Mid-week (Monday through Thursday) may be reserved up to 3 months prior to the requested date

Friday and Sunday may be reserved up to 2 months prior to the requested date

* + - * 1. Low Season dates January through April and November

Mid-week (Monday through Thursday) may be reserved up to 6 months prior to the requested date

Friday, Sunday and Holidays may be reserved up to 2 months prior to the requested date

* + - * 1. Blackout Dates are High Season dates Friday through Sunday that are charged at the full rack rate. Discounting may be available at the discretion of the District General Manager
        2. Saturdays and Holidays may be made available at the discretion of the District General Manager.
    1. DIAMOND PEAK SKI RESORT (EXCLUDING SNOWFLAKE LODGE)
       1. The following shall apply in addition to the Policy and Procedure Step 1. listed above.
       2. The use of Diamond Peak Ski Resort for activities will be at the discretion of the Venue Manager.
       3. The time of the year, capacity and the availability of Diamond Peak resort and its facilities will be factors for consideration for discounting.
       4. Snowflake Lodge, whose use is already limited by a Tahoe Regional Planning Agency use permit, is excluded from this resolution.
    2. PARKS AND RECREATION VENUES (EXCLUDING BEACHES)
       1. The following shall apply in addition to the Policy and Procedure Step 1. listed above.
       2. The use of Parks, Recreation Center, and Tennis Courts for activities will be at the discretion of the Venue Manager.
       3. The time of the year, capacity and availability of recreational facilities will be factors for consideration for discounting.
    3. ALL BEACHES
       1. All of the beaches within IVGID have restricted access and are available for the exclusive use of the Incline Village property owners. On a case by case basis, uses of the beaches by a qualified, non-profit, volunteer organization or activity based in Incline Village will be directed, for possible consideration, to the District Venue Manager.
  1. APPENDIX: Application

1. Access to District Property and the Use of District Facilities for Expression.
   1. The District owns real property and facilities that it uses to fulfill its special purposes, and those uses by the District take precedence over any other activity or use.
   2. The District recognizes that public expression, speech and assembly is a fundamental right. The District must, however, balance the exercise of that fundamental right with its significant interests to:
      1. satisfy its special purposes;
      2. assure orderly conduct;
      3. protect the rights of persons authorized to use District real property and facilities to the unique recreational experiences provided by the natural environment of such real property and facilities;
      4. protect and preserve the unique environment on which the various District properties and facilities reside;
      5. reasonably provide an opportunity for access to the District community for expression; and,
      6. reasonably protect persons entitled to use District real property and facilities from activities or practices which would make them involuntary audiences, or which are inappropriate to the purpose and enjoyment of a specific real property and facility.
   3. The District designates public forum areas within its real property and facilities, and encourages any individual or group to use such designated public forum areas for the exercise of expression, speech and assembly, in accordance with this Policy.
   4. The District will not further regulate such exercise except as consistent with applicable law.
   5. In order to preserve the peace, however, and to promote the significant interests of the District, including those listed above, the District may make reasonable, lawful rules and regulations with respect to the time, place and manner of any use of its real property and facilities for purposes of expression, speech and assembly.
   6. DESIGNATION OF PUBLIC FORUM AREAS
      1. The District designates as public forum areas the following:
         1. General Areas of Real Property
            1. the parking lots,
            2. the walkways within and adjacent to the parking lots, and
            3. the sidewalks adjacent to any public entrance to any building open to the public, located on such listed real properties and facilities.
            4. A copy of this Code Section and related Appendix material shall be available at each such real property and facility, and shall also be available at the District Administrative Office.
         2. Facilities, Fields, and Venues
            1. Administration Building
            2. Recreation Center
            3. Tennis Complex
            4. Chateau
            5. Diamond Peak
            6. Preston Field
            7. Mountain Golf Course
            8. Burnt Cedar Beach
            9. Incline Beach
            10. Ski Beach
            11. Aspen Grove—Village Green
            12. Skateboard Park
            13. Bike Park
      2. The designated public forum areas as described above for the real properties and facilities are areas where all persons may exercise the activities of expression, speech and assembly, to the extent permitted by law and this Code Section and any other rules and regulations which the District may adopt.
      3. Such activities must be consistent with the maintenance and operation of District real properties and facilities, and must not interfere with the intended use of such facilities, or with parking, the flow of vehicular traffic, and ingress to and egress from the property and all buildings and facilities. Such activities must not create an imminent health or safety hazard or result in a violation of the privacy or rights of others.
      4. The location and size of the designated public forum areas constitutes an appropriate balance of the significant interests of the District with the recognized right of expression, speech and assembly.
      5. While it is the District's intention to assure use of the designated public forum areas for each real property and facility for the purpose of expression, speech and assembly, some of the real properties and facilities may have existing practical limitations.
      6. The District may make additional reasonable rules and regulations for the use of each real property and facility as it determines to be necessary.
   7. BOARDROOM. The Boardroom at the District Administrative Office is also available for expression, speech and assembly consistent with the provisions of NRS 241.020(3).
   8. NON-PUBLIC FORUM AREAS. The portions of the District real properties and facilities listed in Subsection (f) and not designated in this Policy as a public forum area, and all other District real properties and facilities where public access may be limited or restricted are deemed to be and are designated as "non- public forum areas," including but not limited to:
      1. Public Works Building
      2. Water Treatment Plant
      3. Wastewater Treatment Plant
      4. Wetlands Effluent Disposal Facility
      5. Sewer Pumping Station
      6. Water Pumping Stations
      7. Spooner Effluent Pumping Station
      8. Water Storage Reservoirs and Tanks
      9. Parks Storage Building
      10. Overflow Parking Lot
   9. MAPS. See Appendix
2. NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT LOCAL PERSONS, EVENTS, OR HISTORY
   1. The District may receive requests from its citizens to name and/or dedicate facilities and/or place plaques, markers, or other items indicating acknowledgement, tribute, or remembrance which will be long-term symbols for all to see.
   2. The District has a relationship with the Incline-Tahoe Parks and Recreation Vision Foundation, Inc. (the Foundation) who (A) wishes to support IVGID’s Community Services Fund and has the opportunity to accomplish more than public funding allows, (B) the private nature of the Foundation also provides the added advantage of dedicated donor services, (C) IVGID wishes to benefit from the fundraising activities of the Foundation, and (D) promote a positive relationship with their Staff, Board of Directors and volunteers. ITF will bring projects forward to District staff and once the fit is determined to be appropriate, all parties will work to draft a Project Agreement. All Project Agreements must be approved by the Board of Trustees in an open, noticed, and public meeting. All Project Agreements will include a naming menu for approval.
   3. POLICY AND PROCEDURE APPLICABLE TO ALL ACTIVITIES
      1. A detailed resume and justification, including background, and any historical information as to the relevance and benefit to the District or local area shall be submitted. Names submitted for individual (living or dead) should be those who have contributed greatly to the community and shall be in accordance with NRS 338.200 which reads as follows:

NRS 338.200 Prohibition against naming public building or structure after current member of governing body. No public building or other public structure, other than a street or road, may be named after a person who is at the time a member of the governing body which has jurisdiction or control over the building or structure or which is responsible for it. (Added to NRS by 1981, 1337)

* + 1. Funding, if applicable, shall be done solely through the Incline-Tahoe Parks and Recreation Vision Foundation, Inc. with approval by IVGID as to the suitable location and/or facility.
    2. All requests shall be consistent with the Values, Mission, Goals, and Strategic Plans of the Incline Village General Improvement District.
    3. All requests shall be consistent with District design practices, fit within the existing context, and require no special maintenance or long-term replacement costs.
    4. The District shall not be responsible for the repair or replacement of donated items and reserves the right to remove at a later date should it become necessary for District operations.
    5. All requests, if possible, should have geographic, topographic, historical, or individual significance, generally recognized and known throughout the area and where consideration involves geographical, topographical, or historical connotations, help should be solicited from historical societies, or other groups or entities having knowledge of the area.
    6. All existing and in situs markers, placards, monuments, acknowledgements and memorializations within the District are deemed to be approved and the District shall not be responsible for the repair or replacement of these items, and reserves the right to remove at a later date should it become necessary for District operations.
    7. While the District reserves the right to remove at a later date should it become necessary for District operations, all requests should be reviewed within the context of a long-term improvement on IVGID lands.
    8. All requests will be reviewed with any known family members, and their concurrence or objection shall be considered in the approval process. Only one request per individual will be considered for placement/installation.
    9. Any requests in memorial of an individual will not be considered earlier than one year from their passing in an effort to respect the grieving period of the family members and community.
  1. POLICY AND PROCEDURE FOR ROTARY BENCHES
     1. The District has enjoyed a long and respectful relationship with the Rotary Club and has been able to work successfully with them to enhance our community through their bench program.
     2. The District intends to continue its relationship with the Rotary Club and document how the process works.
     3. Below are the steps for the process of requesting a bench through the Rotary Club:
        1. Contact IVGID or the Rotary Club
        2. Submit application and pay applicable fees to Rotary
        3. Rotary coordinates with IVGID to determine site availability and need
        4. Installation shall be coordinated with IVGID based on weather, site conditions, and available staff.
  2. POLICY AND PROCEDURE FOR BRASS/BRASS-LIKE PLACARDS AT CRYSTAL RIDGE AT DIAMOND PEAK
     1. The District has a long tradition of honoring skiers who have played a significant role at Diamond Peak Ski Resort and who have passed, by placing a small brass/brass-like placard on a rock located near Crystal Ridge.
     2. These placards have been placed at the request of the family and done at no cost to the requester.
     3. It is the desire to continue this practice.
     4. Below are the steps for the process of requesting a small brass/brass-like placard through the Diamond Peak Ski Resort General Manager:
        1. Send an e-mail or contact the Diamond Peak General Manager with a detailed resume and justification at least thirty (30) days prior to the next scheduled Board of Trustee meeting, however sixty (60) days is preferable for full consideration.
        2. Once the review is completed by the Diamond Peak General Manager and that placard is scheduled for a particular Board of Trustees meeting, Staff will place an advertisement, no smaller than one quarter of the page, in the display section of the local newspaper to make the public aware of this potential recognition.
        3. The General Business item will be placed on the Board of Trustees agenda at the start of the meeting with a detailed agenda description. This item will be open to public comment by anyone desiring to comment on the item and that public comment will be governed by the public comment instructions on said agenda.
        4. Placement of a placard must be adopted by the Board of Trustees in the form of a resolution.
  3. POLICY AND PROCEDURE FOR PLACARDS OF HISTORICAL MERIT
     1. A detailed resume and justification, including background, description of preferred placard as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.
     2. Once the review is completed by the General Manager and that placard is scheduled for a particular Board of Trustees meeting, Staff will place an advertisement, no smaller than one quarter of the page, in the display section of the local newspaper to make the public aware of this potential recognition.
     3. The General Business item will be placed on the Board of Trustees agenda at the start of the meeting with a detailed agenda description. This item will be open to public comment by anyone desiring to comment on the item and that public comment will be governed by the public comment instructions on said agenda.
     4. Placement of a placard of historical merit must be adopted by the Board of Trustees in the form of a resolution.
  4. POLICY AND PROCEDURE FOR NAMING OF IVGID FACILITIES
     1. Currently, Incline Village General Improvement District (IVGID) has two of its facilities, Anne Vorderbruggen Administration Building and Preston Field, named for community members who contributed significantly to the District.
     2. In order to have a facility named the following process will be followed:
        1. A detailed resume and justification, including background, description of preferred name, and historical information as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.
        2. Once the review is completed by the General Manager and that request for naming is scheduled for a particular Board of Trustees meeting, that meeting will be noticed as a public meeting, and two public meetings will be held to consider the dedication.
        3. The decision to name an IVGID facility must be adopted by the Board of Trustees in the form of a resolution.
  5. POLICY AND PROCEDURE FOR ALL OTHER FORMS OF COMMEMORATION AND/OR RECOGNITION
     1. A description of the alternative form of commemoration and/or recognition shall be submitted and drawings or similar provided to convey a full understanding of the proposed concept.
     2. A detailed resume and justification, including background, description of preferred name, and historical information as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.
     3. Once the review is completed by the General Manager and the request is scheduled for a particular Board of Trustees meeting, that meeting will be noticed as a public meeting, and two public meetings will be held to consider the dedication.
     4. The request must be adopted by the Board of Trustees in the form of a resolution.

Sources:

* **Policy Resolution No. 132** (Resolution No. 1701) Fundraising/Donation Activities at IVGD Facilities
* **Policy Resolution No. 136** (Resolution No. (not required)Policy concerning access to District Property and the Use of District Facilities for Expression
* **Policy Resolution No. 138** (Resolution No. 1849) Naming/Dedication of IVGID Facilities and Acknowledging Important Local Persons, Events or History
* **Click here to review in original form:** [**https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID\_Policy\_and\_Procedure\_Resolutions.pdf**](https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf)

# CHAPTER 5.03 PURCHASING & PECURMENT

### Appendix: NRS Chapter 332 “Local Government Purchasing Act”

# CHAPTER 5.04 PUBLIC WORKS PROJECTS

### Appendix: NRS Chapter 338

TITLE 6 Solid Waste

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Ordinance 1 – Solid Waste  
As Adopted on December 14, 2016 3

## ARTICLE 1 - GENERAL PROVISIONS

### 1.1 Declaration

It is declared to be the policy of Incline Village General Improvement District (the “District”) to regulate the collection, transportation, and disposal of solid waste in a manner that is consistent with the Nevada Revised Statutes, Chapters 318, 277, 439, 444, 444A, and 549, Washoe County Ordinance No. 97, and Washoe County District Board of Health Solid Waste Regulations, that will:

1. 1.1.A  Protect the public health and welfare;
2. 1.1.B  Prevent water, air, and land pollution;
3. 1.1.C  Prevent the spread of disease and the creation of nuisances;
4. 1.1.D  Prevent unlawful dumping and disposal of solid waste;
5. 1.1.E  Enhance the beauty and quality of the environment;
6. 1.1.F  Conserve natural resources; and
7. 1.1.G  Provide for such other activities as may be required to carry out the District’s solid waste goals and objectives.

### 1.2 Short Title

This Ordinance may be cited as "Incline Village General Improvement District Solid Waste Ordinance” and is hereinafter referred to as “Ordinance."

### 1.3 Findings

The District finds that:

1. 1.3.A  The public health, safety, and welfare of all the citizens of the Incline Village General Improvement District requires that the accumulation, collection, removal, and disposal of Garbage and any other Rubbish from lands, buildings, premises, apartments, hotels, and other premises with the District must be handled in a manner for the greatest good and the least possible inconvenience to the District and the homeowners, residents and visitors the District serves.
2. 1.3.B  It is in the best interest of the District and the community it serves to develop and implement an organized and efficient system for the storage, collection, and transportation of solid waste.
3. 1.3.C  The optimal method of disposing of the solid waste generated by all land owners, residents and visitors within the District involves transporting such solid waste to a State of Nevada and Washoe County approved landfill outside of the Tahoe Basin and/or recycling materials as the District develops programs to recycle.
4. 1.3.D  The District’s Solid Waste Ordinance is in place to ensure Public safety and the safety of our wildlife. One of our most valuable natural resources is our wildlife. Bears, coyotes, deer and other animals roam our neighborhoods looking for food, especially when their natural food supply becomes limited. In order to reduce human/wildlife interaction and protect wildlife from being harmed or destroyed, it is extremely important that we never feed wild animals, either intentionally or through improperly-stored garbage. When wildlife has access to trash, it brings them closer to our homes and businesses, creating a potentially dangerous situation for animals and people.

### 1.4 Purposes

The purposes of this Ordinance are to:

1.4.A Establish standards for the operation of a sanitary waste collection, transportation, and disposal system within the exterior boundaries of the District.

1.4.B Provide for the regulation of the storage, collection, transportation and disposal of solid waste, to protect the safety, health and welfare of the residents and visitors to the District.

1.4.C Continue the development of technical and administrative systems to implement this Ordinance and other environmental protection ordinances and programs to be established by the District and other agencies.

1.4.D Integrate solid waste management into an overall environmental protection system so as to protect the District’s soil, water, air, plants, animals, residents and visitors.

### 1.5 Policy

It shall be the policy of the Incline Village General Improvement District to carry out the solid waste management program efficiently and in a financially responsible and self- sufficient manner. It shall also be the policy of the District to proactively work with property owners and residents to enforce this Ordinance. This Ordinance shall be interpreted in light of the findings, purposes and policies provided.

### 1.6 Severability

If any portion of this Ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

### 1.7 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.

## ARTICLE 2 - DEFINITIONS

### 2.1 Agent

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

### 2.2  Bear Shed

Wildlife resistant enclosure that is constructed of metal, concrete, or masonry, has a secure door for access, is affixed to the ground, and is resistant to wildlife, including bears. A bear shed is primarily used in residential applications and typically holds 1, 2 or 3 containers.

### 2.3  Bin

Receptacle for solid waste or other materials provided by the Collector, having a capacity of three (3), four (4), or six (6) cubic yards and that has a tight-fitting, attached metal lid which can be locked, and is designed to be dumped mechanically into a front-loading or rear-loading collection vehicle.

### 2.4  Biohazardous Waste

Biohazardous Waste (See Washoe County District Board of Health Regulations (DBHR))

### 2.5  Board

The Board of Trustees of the District.

### 2.6  Cart

Industry standard, wheeled container of approximate thirty-two (32), sixty-four (64), or ninety-six (96) gallon capacity provided by Collector to customers for collection of solid waste or recyclables.

### 2.7  Clean-Up

The removal and collection of solid waste, including overturned or vandalized waste containers and accumulation.

### 2.8  Collector

Any person or firm to whom a contract shall have been let by the District to collect and transport solid waste in the District.

### 2.9  Commercial

Means all non-Residential facilities, businesses, institutions, governmental agencies, and similar facilities, including, but not limited to, offices, factories, retail or wholesale stores, warehouses, industrial facilities, schools, hotels, motels, and public accommodation facilities.

### 2.10  ConstructionandDemolitionWaste

Solid waste of a non-putrescible material, generated from the demolition, construction, or remodel of building structures, waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such wastes include, but are not limited to, bricks, concrete, other masonry materials, soil, rock, lumber, road spoils, rebar, paving materials, and tree stumps.

### 2.11  Container

Carts, bins, compactors, and drop boxes or other containers provided by Collector for use to provide the services.

### 2.12  County

The County of Washoe, Nevada.

### 2.13  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 multi- 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.

### 2.14  DirectorofPublicWorks

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

### 2.15  District

The Incline Village General Improvement District (IVGID).

### 2.16  Enhanced Wildlife Resistant Cart

A wheeled container of approximate sixty-four (64) or ninety-six (96) gallon capacity that has been reinforced with steel and equipped with a locking mechanism that prevents access to the containers by wildlife.

### 2.17  Enhanced Wildlife Resistant Bin

The various types of bins that have been reinforced with higher grade steel, self-closing lids and locking mechanisms that prevent access to the containers by wildlife.

### 2.18  Franchise Agreement

The Solid Waste Franchise Agreement between the District and the Collector.

### 2.19  Garbage

Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to:

2.19.A  Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;

2.19.B  Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection, and/or beverage;

2.19.C  Any component used in the preparation or manufacture of matter intended for animal or human consumption; and

2.19.D  Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

2.19.E  The mixing, addition, or commingling of garbage with other waste matter exclusive of Group 1 wastes (as determined by Regulations of the Washoe County District Board of Health governing Solid Waste management), renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

2.19.F  The mixing, addition, or commingling of recyclable materials with other waste matter (as determined by Regulations of the Washoe County District Board of Health governing Solid Waste management), renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

### 2.20  General Manager

Is the General Manager of the District.

### 2.21  Hazardous Waste

Wastes that are defined as hazardous wastes or any other radioactive, volatile, corrosive, flammable, explosive, biohazardous, or toxic waste, substance or material, as defined by or listed or characterized under applicable federal, state, or local laws or regulations, including, but not limited to the Washoe County Board of Health Regulations § 010.324; NRS 459.400 to 459.600, inclusive; the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq.

### 2.22  Hearings Panel

This panel will include the General Manager and two (2) members of the Board.

### 2.23  Home-Generated Sharps Waste

Sharps, as defined in Washoe County Board of Health Regulation § 010.652, which are generated from private residences and handled in accordance with applicable law

### 2.24  Multi-Family Residential

Means all multiple dwelling buildings including, but not limited to, duplexes, apartments, condominiums, cooperatives, mobile homes and trailer parks, and any other buildings or business containing multiple dwelling units, which building is not a single family residential dwelling.

### 2.25  Person

Any human being or individual; any association or business entity; any firm, company or partnership; any private, public and municipal corporation; districts and political subdivisions; any governmental entity or governmental agency.

### 2.26  Recyclable Materials

Materials designated by Collector which may include, but are not limited to, paper, cardboard, chipboard, glass containers, plastics (1-7), steel cans and aluminum cans.

### 2.27  Residential

The regular residential dwelling units of individuals and/or families, whether owned, rented, or leased, including, but not limited to single-family homes, multi-family dwellings, mobile homes, apartment complexes, condominiums, or similar dwelling places, but excluding hotels, motels, campgrounds, and similar temporary premises.

### 2.28  Rubbish

Shall be any non-putrescible solid waste, exclusive of those un-sanitized materials that have been in contact with garbage. These wastes include but are not limited to ashes, paper, cardboard, wood, glass, crockery, plastics, and yard waste. Rubbish mixed with garbage is garbage.

### 2.29  Single-Family Residential

Means a residential dwelling unit consisting of a single-family home.

### 2.30  SolidWaste

Has the meaning ascribed to it in NRS 444.490 which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include “hazardous” waste as that term is defined by NRS 459.400 to 459.600, inclusive.

### 2.31  Source Separated Recyclables

Recyclables that have been segregated from other solid wastes at the point of generation and placed into designated individual containers.

### 2.32  Wildlife Resistant Enclosure

A wildlife resistant enclosure shall be an enclosed structure, made of metal, wood, stone, brick, concrete or equivalently sturdy material, consisting of four (4) sides, a secure door and a roof or cover. The door shall have a latching device of sufficient design and strength to prevent access by wildlife, especially bears. Gaps between walls, roof and doors should prevent access by wildlife. These wildlife resistant enclosures hold carts or containers. Wildlife resistant enclosures shall meet design standards of the Collector and require approval by the District and the Collector prior to construction. A bear shed typically meets the requirements of a wildlife resistant enclosure.

### 2.33  YardDebris

Material generated from plants, including branches or small trees (2” or less in diameter), bushes, pine needles, and grass clippings or similar material on residential or commercial premises, except bulky waste.

## ARTICLE 3 - SOLID WASTE RULES

### 3.1 Mandatory Garbage Service

Garbage and other rubbish collection service will be provided by Collector, and it shall be mandatory for all owners, occupants, or persons in possession, charge, or control of all places and premises in the District where garbage and other rubbish is created, accumulated, or produced to subscribe to and use the Collector's collection service, except as provided herein. Mandatory garbage service shall not be less frequent than every seven (7) days (See Washoe County District Board of Health Regulations (DBHR) Section 040, Section 050).

### 3.2 Dumping or Burying

No person shall dump, place, or bury in any lot, land, street, or alley within the District any garbage or rubbish or any other deleterious or offensive substance under any circumstances whatsoever, nor shall any person dump, place, or bury within the District any solid waste without first having obtained a permit from the District, Washoe County District Board of Health and the Tahoe Regional Planning Agency to do so.

### 3.3 Burning

3.3.A  No solid waste or other deleterious or offensive substance shall be burned in the open air within the District without having first obtained a permit to do so from the Washoe County District Board of Health, the North Lake Tahoe Fire Protection District, and any other governmental body or agency responsible for fire protection and having jurisdiction to issue same.

3.3.B  Any such burning pursuant to permit shall be done in accordance with any and all applicable Federal, State, County, District, or other local laws, ordinances, rules and/or regulations.

### 3.4 Accumulation of Solid Waste

3.4.A  No person owning or occupying any building, lot, or premises within the District shall allow any solid waste or other deleterious or offensive substance to accumulate or remain in or upon said building, lot, or premises, except for the purpose of allowing its collection by Collector within an approved container.

3.4.B  In the event of a spill of solid waste on any premises outside the building and that spill is unsightly, offensive, or potentially unhealthful, the District or its Contractor will perform clean-up and removal, with charges and penalties assessed per this Ordinance. The District may also order additional pick-up by Collector.

### 3.5 Inspections

The District shall perform inspections on all utility and residential construction within the District to assure compliance with this Ordinance. All existing residential, commercial and industrial establishments are subject to inspection for proper operation of waste containers, dumpsters, enclosures and etc. Inspection of existing devices shall be scheduled in accordance with District policy with the property owner or property agent.

3.5.A  The District or its contractor shall have the right to perform inspections of dumpsters for compliance with this Ordinance at all times or to respond to notification of potential violations of this Ordinance.

3.5.B  The District or its contractor shall have the right to inspect the residential solid waste route for compliance with this Ordinance at all times or to respond to notification of potential violations of this Ordinance.

3.5.C  Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel or its Contractor to enter or have access to premises or facilities in accordance with this Article, the District may forthwith give written notice of its intent to suspend water, sewer and trash service to such user. Such notice shall be given in accordance with Article 6, Discontinuance of Service. Suspension based on these sections shall be treated as a suspension for refusal of access under said Article 3.

### 3.6 Franchise Agreement

District is hereby authorized and empowered, through its Board, to enter into a contract (“Franchise Agreement”), exclusive or otherwise, with any person (“Collector”) for the right and privilege of collecting solid waste within the District, upon such terms and conditions, consistent with this Ordinance, as the Board may deem for the best interests of the District, which contract shall reference and incorporate this Ordinance.

3.6.A  Solid Waste: Any such contract shall provide that the Collector shall collect, transport and dispose of all garbage and rubbish at the rates established in the contract; that the Collector shall be responsible for the collection, transportation, and disposal of said solid waste at such place or places as may be available, and by such means or methods as are approved for such collection, transportation, and disposal, pursuant to this Ordinance and all ordinances, rules or regulations of County, the Tahoe Regional Planning Agency, the State of Nevada, or other governmental agency having jurisdiction over said waste disposal and disposal practices, holding District harmless from any responsibility, liability, or damages from the collection, transportation, and disposal operation, and that the Collector shall pay to the District that amount at such times as are determined by the Board.

3.6.B  Service: The Collector shall provide not less than weekly service to each owner, resident, or tenant within the District upon a regularly scheduled basis, and shall collect all solid waste as often as may be required by the District or any owner, resident, or tenant.

3.6.C  Suspension: Service to any owner, resident, or tenant may be suspended for nonpayment of the rates established in the contract between the Collector and District. Prior to suspension of such service, Collector shall notify District, in writing, of the date of suspension and the reason therefore. Minimum service charges will continue throughout duration of suspension.

3.6.D  Discontinuance of Service: A customer may only discontinue service provided for in this Ordinance contingent upon the other services of the District (water and sewer) being similarly discontinued, and the water meter removed, and the premises vacated, as more fully described in the Ordinance.

3.6.E  Recycling: The District shall provide for a recycling program within the Franchise Agreement. Such a program shall provide for collection of recyclable materials at curbside, in designated containers, for both residential and commercial customers. The costs of the recycling program shall be included in the standard service rates, but additional charges also may be imposed.

### 3.7 Handling of Solid Waste

3.7.A  Prohibited methods of disposal. It is unlawful for any person to:

3.7.A.1  Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the town, any solid waste, hazardous waste or recyclables.

3.7.A.2  Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the public or private property or premises or into the waste container [of] any other person, business, or entity within the town, unless the waste container is designated for public use except as may be provided for in this chapter.

3.7.A.3  Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.

3.7.A.4  Allow solid waste and hazardous waste to accumulate upon the premises under his or her control in an amount which is detrimental to the public health or safety or which results in unsightly or unsanitary conditions.

3.7.A.5  Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables in any areas of the town not designated, authorized or licensed for deposit of these materials.

3.7.A.6  Identification of the owner of any solid waste which is disposed of in violation of this section creates a reasonable inference that the owner is the person who disposed of the solid waste. The fact that the disposal of the solid waste was not witnessed does not, in and of itself, preclude the identification of its owner.

3.7.B  Except as set forth herein, no person shall collect or transport solid waste within the District without first having entered into a contract (Franchise Agreement) with the District, or being within one of the categories as set forth below, or obtained a permit from the District to do so. No other person shall make or enter into any contract for the collection, transport, other removal, or disposal of solid waste within the District during the term of the Franchise Agreement, or of any extension or renewal thereof.

3.7.C  The categories of materials listed below may be collected and transported by persons other than the Collector, provided all licensing and permitting requirements are met:

3.7.C.1  C&D Waste; (Construction and Demolition)

3.7.C.2  Excluded solid waste; (per Franchise Agreement)

3.7.C.3

3.7.C.4

3.7.C.5

3.7.C.6 3.7.C.7

3.7.C.8

Yard debris removed from any premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;

Solid waste which is removed from any premises and personally transported by the person who generated the solid waste, provided that the solid waste being hauled is contained or covered to prevent spillage onto streets or highways. This exemption applies only to the occasional cleanup of the premises and shall not be a regular occurrence. This exemption does not apply if the person generating the solid waste hires any party other than Collector to haul the solid waste generated.

Solid waste and/or recyclables generated at the District’s own facilities which are collected and transported using the District’s own equipment and employees, including the collection, hauling, and disposal of bio- solids and sludge.

Source-separated recyclables that are donated or sold by the generator to youth, civic, charitable, or other nonprofit organizations.

Source-separated recyclables which are personally transported by the generator to one of the recycling centers maintained by the Collector or to any third party recycling center;

Source-separated recyclables generated by commercial customers that are placed in containers, contain at least 90% recyclables, collected through a private arrangement with the generator, and for which the generator is compensated at market rates, as determined by District, for the recyclables collected.

## ARTICLE 4 - WASTE CONTAINERS

### 4.1 Storage and Collection Rules

4.1.A Residential Containers - Residential customers shall utilize collector supplied cart for receiving and holding all solid waste and recycling generated by the customer until the time for collection and removal by Collector. Unless customer requests a different size container, Collector shall provide the customer with a 64-gallon cart. Notwithstanding the above, the Collector is not required to provide a cart to residential customers who store and properly secure their own container in a bear shed, provided however that such customer-supplied container shall not exceed 35 gallons in size or 50 pounds in weight. In addition, if requested by the customer or as directed by the District, Collector shall provide customers with an enhanced wildlife resistant cart. Customers who utilized an enhanced wildlife resistant cart prior to October 1, 2016 can continue to use their own cart and will pay a published rate for service. A bag is not a residential container for garbage. Appropriate bags shall only be used for the yard debris program. The default residential service includes one 64-gallon recycling cart.

Customers are responsible for the proper use of their containers. Any damage caused to the container beyond normal wear and tear is the responsibility of the customer. In the event the container needs to be replaced due to customer damage, costs will be charged to customer at published rates to replace the container by collector. Examples of such damage could be burning of the container, damage caused by impact with a car or other piece of equipment, etc.

4.1.B  Commercial Containers - Commercial customers shall utilize Collector supplied bin or enhanced wildlife resistant cart of types, sizes, and quantities of containers requested by the customer. However, if directed by the District or requested by the customer, Collector shall supply commercial customers with the type, size or quantity of enhanced wildlife resistant bin. Commercial customers who utilized an enhanced wildlife resistant bin prior to October 1, 2016 can continue to use their enhanced wildlife resistant bin and will pay a rate for service. The default commercial service includes one 96-gallon recycling cart.

4.1.C  Customers shall be required to have and utilize an appropriate structural space, enclosure, bear shed or wildlife resistant enclosure for storage of all containers between pick-up dates. Drop boxes are exempted.

4.1.C.1  The adequacy of structure shall be as determined by the Director of Public Works.

4.1.C.2  District approval of building permit applications shall be subject to this provision.

4.1.C.3  Upon request during transfer or sale of property, the District shall provide notice of compliance with this provision.

4.1.D  Persons placing containers outside their building or structural space for collection shall be responsible for locating the containers to avoid overturning or disturbance by animals, vehicular traffic, or vandalism. All containers and solid waste are the responsibility of the property owner until collected.

4.1.E  All solid waste generated by any person on any property must be disposed of in accordance with this Ordinance. No person shall place any solid waste on the property of another person to be picked up by the Collector.

### 4.2 Residential Service

4.2.A Standard residential collection shall be in approved containers, or bear sheds. All waste to be collected in the collector supplied container shall be placed at the customer’s curbside in a serviceable location no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 7:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the waste container free of garbage, trash, debris, and snow. The waste container shall be removed from curbside by end of day. Bear sheds are serviced in their location by Collector.

4.2.B The collection of recyclable materials shall occur weekly on the same day as garbage collection. All recyclable materials to be collected shall be in approved containers and shall be placed at the customer’s curbside no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 7:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the recycling container free of garbage, trash, debris, and snow. The recycling container shall be removed from curbside by end of day. Bear sheds are serviced in their location by Collector.

Yard Debris Collection. Customers shall annually receive 96 stickers to place on plastic bags containing yard debris that will be collected on the Customer’s collection day during a sixteen (16)-week period. Additional yard debris bags left out by customer that do not contain a sticker will be charged at published rates. Each sticker may be placed on one heavy-duty bag of any color (except blue), not exceeding 40 pounds in weight, and tied or knotted to prevent spillage of the bag’s contents.

Christmas Tree Recycling. Collector will offer one week of curbside Christmas tree pick-up to each residential customer annually and drop off at a District- designated location in the Franchise area.

### 4.3  Commercial Service

4.3.A  Standard commercial collection service shall require at least one (1) waste container, according to the service collection service selected by customer from the Collector’s rate sheets. All waste containers shall be placed in an accessibly designated space, no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 5:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the waste container free of garbage, trash debris, and snow.

4.3.B  The collection of recyclable materials shall occur based on the service selected by customer. All recyclable materials to be collected shall be placed in an accessibly designated space, no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 5:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the recycling container free of garbage, trash, debris, and snow.

4.3.C  Customers with commercial service will not be eligible for yard debris or Christmas Tree programs offered by Collector.

### 4.4  Multi-Family Residential Service

Multi-family residential customers may elect to have residential service or commercial service. Such election shall be made by the owner(s) of the property.

### 4.5  Dumpster Use, Location, and Enclosure

4.5.A  Each dumpster and its cover shall be kept clean, and the cover shall be and remain latched or locked except to place solid waste therein, or to empty or clean the same.

4.5.B  Each dumpster shall be screened or enclosed, in accordance with standards as approved by the Director of Public Works, and so placed and kept as not to be visible from any street, adjoining property, or public area at any time except after 5:00 a.m. on collection day when they are placed adjacent to the street for removing and emptying by the Collector.

4.5.C  After collection, dumpsters must be returned to their storage location. The District shall require compliance with these Ordinances as a condition of approval for any building permit requested for a customer’s property.

4.5.D  Dumpsters shall be covered and kept latched and locked to remain free from pests and vermin, including but not limited to dogs, bears, coyotes, and raccoons at all times.

4.5.D.1  Property manager, owner and/or occupant must schedule immediate collection of Solid Waste to avoid overfilled dumpsters or accumulation outside of dumpster.

4.5.D.2  Accumulation of waste matter outside a dumpster, even within dumpster enclosure, is a violation of this Ordinance.

4.5.E  Customers utilizing dumpsters will cooperate with the District for posting of public education and signage in and around dumpster locations.

### 4.6  Medical Waste Containers

4.6.A  Containers used for disposal of home-generated sharps waste, and all medical, dental, or veterinary specimens, samples or such wastes shall be locked and the contents disposed of in a manner as to preclude salvage, infection, or nuisance.

4.6.B  The residential customer shall use Collector-supplied containers or other approved containers for collection and disposal of home-generated sharps waste.

### 4.7  Service Identification

4.7.A  All properties to be served by the provisions of this Ordinance must display on the property where receptacles are to be serviced, the street number which will properly identify the property.

4.7.B  Such address numbers shall be in contrasting colors as approved by the Architectural Committee, and shall be in the manner required by Washoe County.

4.7.C All containers shall be identified to each owner or collection customer.

## ARTICLE 5 - BILLING AND COLLECTION

## 

### 5.1 Charges

5.1.A  Charges shall be collected from the owner, agent, or occupant of each property or premise within the District for the collection, removal, and disposal of solid waste, at the rates established in the Franchise Agreement, and fees shall be collected for Ordinance non-compliance as defined in this Ordinance and as may be changed according to the provisions of the Franchise Agreement and Ordinance.

5.1.B  For the purpose of establishing charges, each unit in a multi-family dwelling building having individual waste container service shall constitute a separate residential premise and customer.

5.1.C  All charges established for the collection, removal, and disposal of Solid Waste from residential premises shall be payable whether the premises are occupied or not, unless the premises are unoccupied and service has been discontinued as provided herein.

5.1.D  In the event customer makes use of a locking, bear shed box, it shall be located within twenty (20) feet of any roadway. It is the responsibility of customer to provide access to and keep the area to and from the street clear for Collector. In the event access is not provided or the Collector cannot get to the enclosure, Collector is not required to service the container and, instead shall bring the location to the attention of the District. These enclosures will be billed at the standard service rate. Enclosures placed further than twenty (20) feet from edge of roadway may be subject to a roll-out collection side yard service charge.

### 5.2  Rates for Unclassified Premises

In any case where the charge for collection, removal, and disposal of Solid Waste is not established in the agreement between the Collector and the District, such charge shall be determined by agreement between the Collector and the person for whom such service is performed; PROVIDED, however, that said person shall have the right to request the Board to make a determination of charges for any such service, and the Board's determination in such matter shall be final.

### 5.3  Roll-Out Collection Side Yard Service Charge

Side yard service shall be provided to disabled or frail elderly customers, free of charge that (1) are physically unable to move carts as verified by a doctor’s note or letter, and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving carts. Other customers desiring side yard service may be charged the fees for doing so as set forth in published rates.

### 5.4  Penalty for Late Payment

All charges and fees billed by the District or Collector shall become due and payable upon presentation. Payments not received by the last day of the billed cycle in which they are due 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 credited towards the oldest balances first, including penalties.

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 will be levied by the District or Collector, plus any additional charges imposed by the bank. Redemption of returned checks may be required to be by cash or equivalent. The customer must reimburse the District or Collector for any returned check/electronic funds transfer fees charged by a bank.

### 5.5  Billing

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

### 5.6  New Connections

Upon connection to the District’s water distribution system, the applicable refuse service charges shall begin on the first day of the next billing period following final inspection of the permitted project.

### 5.7  Disconnection

When requested by Customer, refuse service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Ordinance 2, Article 15 and Ordinance 4, Article 10.

### 5.8  Transfer of Ownership

Services are not discontinued upon transfer of ownership. The District will not prorate charges on account upon transfer of ownership. Title Company must notify the Collector of pending sale or transfer of a property. If notification is not received from the title company, the current property owner is liable for the previous charges on the account.

### 5.9  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.

### 5.10  Billing Time

Bills for refuse service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for excess refuse and Ordinance non-compliance are billed in arrears.

### 5.11  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.

### 5.12  Collection by Suit

As an alternative to any of the other procedures herein provided, Collector or 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. Charges may also be added to another monthly utility bill payable by the owner or occupant of the premises per Article 5.13 of this Ordinance.

### 5.13  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 and Ordinance non-compliance fees 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.

### 5.14 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.”

## ARTICLE 6 - DISCONTINUANCE OF SERVICE

### 6.1 Customer's Request for Discontinuance of Service

A customer’s refuse service shall only be discontinued under a Washoe County demolition permit. All refuse 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.

### 6.2 For Nonpayment of Bills

A customer’s service may be suspended for non-payment of a bill for service furnished if the account becomes delinquent, provided the District or the Collector has given the customer at least five (5) days prior written notice of such intention.

6.2.A  During the discontinuance for non-payment, full monthly charges will apply.

6.2.B  Written notice postings may be billed a posting service charge.

### 6.3 Disconnection

Premises to which charges have become delinquent may be disconnected, and in the instance of refuse charges only being delinquent, water service may be disconnected.

### 6.4 Liability for Bills

Failure to receive bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the District or the Collector, 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.

### 6.5 For Noncompliance with Rules

The Collector or 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.

### 6.6 Refusal to Serve

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

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

6.6.A.2  If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers.

6.6.A.3  If the applicant fails to comply with any of the rules as approved by the Board of Trustees.

6.6.A.4  If, in the judgment of the District, the applicant's installation for utilizing the service is unsafe or of such nature that satisfactory service cannot be rendered.

6.6.B  Notification to customers. When an applicant is refused service under the provisions of this rule, the Collector or 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.

## ARTICLE 7 - ORDINANCE NON-COMPLIANCE

### 7.1 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 waste container, or permit the same to be done, in violation of this Ordinance.

7.1.A  All waste containers and solid waste are the responsibility of the property owner until collected. In the event of disturbance and spills, the District or its Contractor will perform an immediate clean-up, with charges and penalties assessed per this Ordinance. The District may also order additional pick-up by collector.

7.1.B  A residential service violation shall include but not be limited to:

7.1.B.1  Solid waste being placed at the curb on the wrong specified pick-up day or prior to 5:00 a.m. on the pick-up day.

7.1.B.2  Solid waste spilled on the property outside the building.

7.1.B.3  Solid waste placed at the curb for service on the pick-up day at the proper time but not properly contained within the container.

7.1.B.4  Loose or non-contained garbage placed next to the container.

7.1.B.5  Overflowingcontainer.

7.1.B.6  Garbage placed in bags next to the container at the curb.

7.1.B.7  Anything in the judgement of the Director of Public Works which constitutes a violation of the General Provisions of this Ordinance.

7.1.B.8  Yard debris which is properly bagged and identified with the Collector provided tag for the current year shall only be placed at the curb for pick- up during the annually designated 16-week timeframe for the yard debris program in accordance with the published procedures. All other times of placement at the curb are a violation.

7.1.C A Commercial Service Violation shall include but not be limited to:

7.1.C.1  An overfilled dumpster.

7.1.C.2  A dumpster not secured, dumpster not tightly closed and locked or latched (there shall be no gap between lid and bin).

7.1.C.3  Solid waste on top of or outside of dumpster.

7.1.C.4  Solid waste inside or outside of enclosure.

7.1.C.5  Enclosure doors not secured.

7.1.C.6  Solid waste spilled around the enclosure

7.1.C.7  Anything in the judgement of the Director of Public Works which constitutes a violation of the General Provisions of this Ordinance

### 7.2 Authorized Remedies for Non-Compliance

One or more of the following remedies are available to the District for failure of any person to comply with any provisions of this Ordinance:

7.2.A  Termination of utility service(s);

7.2.B  Assessment of fees established by the District.

7.2.B.1  Fees. 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.

7.2.B.2  Fees accrued from any non-compliance of this Ordinance shall be assessed as determined by the Director of Public Works and collected with other utility charges per Article 5 of this Ordinance

7.2.B.3  Fees may increase with each additional offense within a set time period as established by the Director of Public Works, i.e., assessed charges and penalties will accumulate per property.

7.2.B.4  A property will revert back to zero (0) offenses with a change in ownership of the property. New property owners shall be responsible for selecting their container and level of service with the Collector.

7.2.B.5  Fee Schedule for Non-Compliance:

|  |  |
| --- | --- |
| **Residential Waste Service Fee Schedule**  **for Non-Compliance with Ordinance Provisions** | |
| 1st Offense | Mandatory 64 or 96 gallons Enhanced  Wildlife Resistant Cart Service |
| 2nd Offense | page22image1196232048$100 to $999 |
| 3rd and Subsequent Offenses | $500 to $999 |
| * Fees are non-refundable except upon relief provided under appeal process or with installation of bear shed within 60 days of billed fee or mutually agreed upon time frame. * A Residential Service Violation shall include but not be limited to, solid waste being placed at the curb on the wrong specified pick-up day or prior to 5:00 a.m. on the pick-up day, solid waste spilled on the property or solid waste placed at the curb for service on the pick-up day at the proper time but not properly contained within the container. This can include loose garbage placed next to the container, an overflowing container and garbage placed in bags next to the container at the curb. | |

|  |  |
| --- | --- |
| Commercial Waste Service Fee Schedule for Non-Compliance with Ordinance Provisions | |
| 1st Offense | Up to $999 |
| 2nd and Subsequent Offenses | $500 to $999 |
| * Fees are non-refundable except upon relief provided under appeal process or with use of enhanced wildlife resistant dumpster within 60 days of billed fee or mutually agreed upon time frame. * A Commercial Service Violation shall include but not be limited to, an overflowing dumpster, dumpster not secured, dumpster not tightly closed and locked or latched (there shall be no gap between lid and bin), solid waste on top of or outside of dumpster, solid waste inside or outside of enclosure, enclosure doors not secured after service, or any solid waste spilled around the enclosure. Consideration may be given for a unique illegal dumping incident. Multiple requests for relief of violation from reported illegal dumping will not be considered. * An empty dumpster is not a violation if left unlatched. | |

7.2.C Assessment of late charges based upon regulations established by the District under Article 5 of this Ordinance;

7.2.D  Assessment of damages resulting from the person’s non-compliance;

7.2.E  Forfeiture of all or part of a deposit and any accumulated interest;

7.2.F  Seeking injunctive relief against any violator of this chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

7.2.G  Seeking damages from the person or entity in the Washoe County District Court; and/or

7.2.H  Referring violations that may involve criminal conduct to the Washoe County Sheriff.

### 7.3 Remedy Guidelines

The District shall use the following guidelines when considering the appropriate sanctions to be imposed in any given case:

7.3.A  Whether the sanction is required by this Ordinance or other applicable law, or whether imposition is discretionary;

7.3.B  The minimum sanction needed to effect compliance;

7.3.C  The harm to operation of the District if the sanction is not imposed;

7.3.D  The person’s past record of compliance or non-compliance, or good faith efforts to achieve compliance;

7.3.E  The harm to other persons or property if the sanction is not imposed; and

7.3.F  The effectiveness of similar sanctions in securing compliance in other cases.

### 7.4 Inspection

To maintain compliance with these Ordinances, the District or its Contractor shall have the right to perform all inspection, perform clean-ups and order additional waste collection pick-ups when deemed necessary by the Department of Public Works. Any charges for such additional pick-ups will be charged to the customer’s account.

### 7.5 Grievances

Any person aggrieved by a determination of the District to terminate service(s) or assess fees or penalties may file a written grievance with the Director of Public Works. However, determinations made by Collector referenced at Section 3.6 of this Ordinance, including but not limited to determinations regarding service rates and charges, shall not be grieveable.

7.5.A Time Period: The aggrieved person must file a written grievance with the Director of Public Works within sixty (60) days from the date of the action from which the grievance arises, which may be the date the aggrieved person receives the determination letter or other notification of a determination by the Director, or else the person’s right to grieve the matter is forfeited

7.5.B  Contents of Grievance: The written grievance must be addressed to the Director of Public Works and set forth the specific grounds for the grievance. The person shall submit all documentary evidence the person wants the Director to take into consideration.

7.5.C  Director Decision: The Director of Public Works shall issue a written decision on the grievance within fifteen (15) working days of receipt of the grievance. The written decision shall set forth a statement of facts leading up to the grievance and the grounds for the decision on the grievance.

7.5.D  Administrative Appeal: If the person is not satisfied with the Director of Public Works decision on the grievance, he may submit a written request for an administrative appeal to the Hearings Panel. The written request for an administrative appeal to the Hearings Panel must be submitted within thirty (30) calendar days from the date the person receives or should have received notice of the Director of Public Works decision.

7.5.E  Hearing Before Hearing Panel: The person may request an administrative hearing in his request for an administrative appeal. If the person requests a hearing, the Hearing Panel shall schedule the hearing within thirty (30) calendar days of the date of receiving the administration appeal request. The Hearings Panel shall send the person written notice of the time and location of the hearing. At the hearing, the person may present evidence, inspect the evidence of the District and be represented by legal counsel.

7.5.F  Finality of Decision: The decision of the Hearing Panel shall be final.

Source: IVGID Ordinance 1

Click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-public-works/Solid_Waste_Ordinance_1_Public_Hearing_Resolution_1840_signature_update.pdf>

TITLE 7 SEWER

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## **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**

* 1. **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.**
  2. **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.

|  |  |
| --- | --- |
| **Water**  **Service**  **Size**  1”  1.5”  2”  3”  4”  6”  8”  10” | **Capacity**  **Adjustment Factor**  **(CAF)**  1.67 3.33 5.33 10.00  16.67 33.33 53.33 76.65 |

### **2.11 Capital Improvement Charge**

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

### **2.12  Combined Sewer**

A sewer receiving both surface runoff and wastewater.

### **2.13  Communal Sewer**

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

### **2.14  Contractor**

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

### **2.15  County**

The County of Washoe, Nevada.

### **2.16  Customer**

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

### **2.17  Customer Building Sewer**

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

### **2.18  Date of Presentation**

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

### **2.19  Director of Public Works**

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

### **2.20  District**

The Incline Village General Improvement District (IVGID).

### **2.21  District Engineer**

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

### **2.22  Fixed Charge**

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

### **2.23  Fixture Unit**

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

### **2.24  General Manager**

The General Manager of the District.

### **2.25  Inspector**

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

### **2.26  Law**

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

### **2.27  Main Extension/Capacity Enhancement**

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

### **2.28  Metered Service**

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

### **2.29  Outside Sewer**

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

### **2.30  Owner**

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

### **2.31  Permanent Service**

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

### **2.32  Permit**

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

### **2.33  Person**

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

### **2.34  Premises**

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

### **2.35  Private Sewer**

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

### **2.36  Private Sewer Delivery System**

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

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

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

### **2.38  Sanitary Sewer**

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

### **2.39  Service Classifications**

Shall be defined as follows:

1. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.
2. **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.
3. **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.
4. **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).
5. **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.
6. **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 multiunit 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.

1. 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.
2. 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**

1. 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.
2. 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.
3. 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.
4. 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.

1. 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.
2. 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.

1. **Duties.**
2. 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.
3. 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.
4. 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.
5. **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.
6. **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.

1. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statues 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.
2. **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.

1. **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.
2. 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.
3. 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.
4. 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.
5. 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.
6. **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.
7. **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**

1. **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.

1. 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:

1. Applicant owns the premises for which service is requested.
2. Applicant makes the deposit prescribed in Article 6.09.
3. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.
4. 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.

1. **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 used service that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).
2. **Units Outside of District**. Persons desiring connection of property located outside the District to the sanitary sewer system of the District shall pay to the District a connection charge at the rate of one and one-half (1-½) times the charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
3. **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.
4. **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.

1. Extensions of collection lines and appurtenances to provide service to an Applicant will be made at Applicant's expense.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Acceptance criteria shall include, but not be limited to the following:

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,

1. Completion of the form established for the purpose intended for the extension of main lines,
2. Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,
3. Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,
4. Completion of all required testing to the satisfaction of the District, and
5. Completion of all appropriate legal documentation incidental to the transfer of ownership to the District;
6. All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.
7. District approval shall be based on compliance with all District ordinance rules, regulations and policies.
8. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

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

### **9.01 Permit Required**

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

### **9.02  Construction Requirements**

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

### **9.03  Size and Slope**

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

### **9.04  Separate Sewers**

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

### **9.05  Old Building Sewers**

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

### **9.06  Cleanouts**

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

### **9.07  Individual Sewage Pump Stations**

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

### **9.08  Service Connections**

1. 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.
2. 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.
3. Building sewers shall not be constructed prior to District verification of existing connection to public sewer.
4. 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.
5. 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.
6. 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**

1. 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.
2. Location: The location of all sewer connection points shall be approved by the District.
3. 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.
4. 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 Sewe**r

1. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.
2. 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.
3. 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:
4. Remodel or addition to a house, building or property served.
5. Installation or deletion of additional plumbing fixtures, building or property served.
6. Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
7. Repair or replacement of all or part of the building sewer or private sewer delivery system.
8. Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.
9. 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
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS and IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER SERVICE LINES. In the case of conflicting requirements, the District requirements shall prevail.

### **9.15  Modification of Time-Frame**

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

## **ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION**

### **10.01  Permit Required**

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

### **10.02  Plans, Profiles and Specifications Required**

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

### **10.03  Easements or Rights-of Way**

1. 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.
2. 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 Districtwide infrastructure.
3. Types of obstructions restricted within easement areas include:
4. 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.
5. 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.
6. All natural and constructed obstructions in aforementioned rights of way shall be subject to the provisions set forth herein.
7. 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**

1. 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.
2. 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.

* 1. **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.

* 1. **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.
  2. **Prohibitions:** The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor is prohibited**.**
  3. **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.

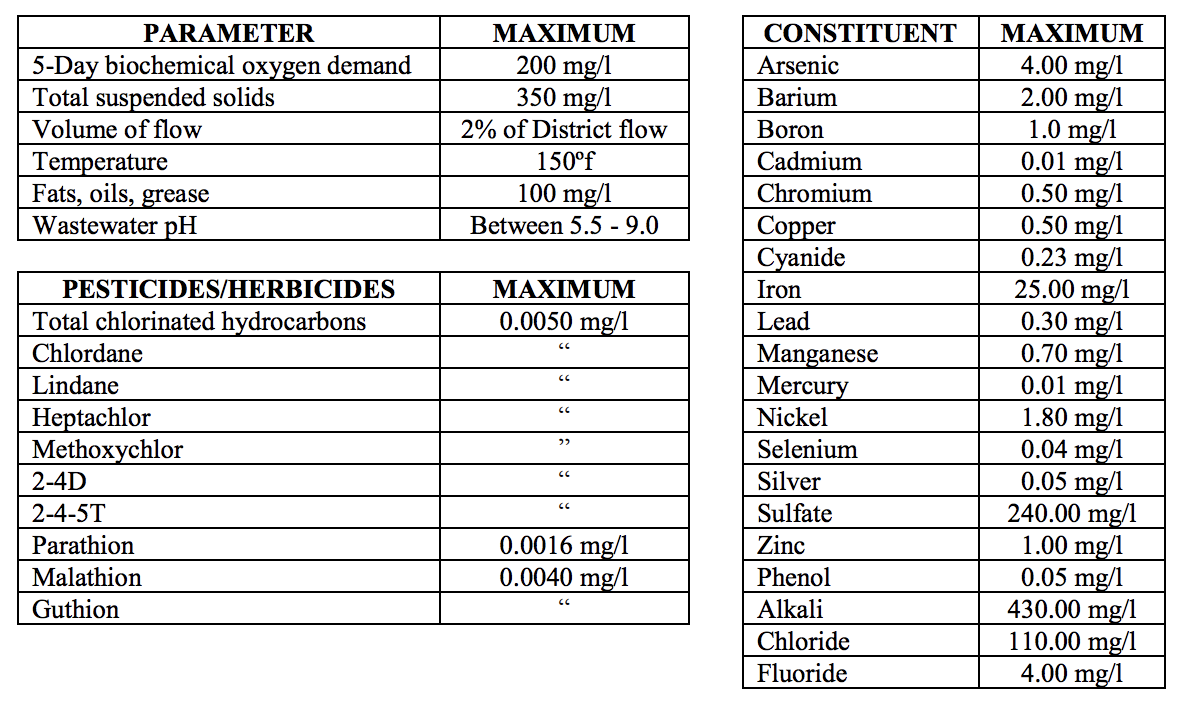
### **11.08  Types of Wastes Prohibited**

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:

* 1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
  2. 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.
  3. 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.
  4. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.
  5. 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.

1. 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.
2. Any noxious or malodorous gas or substance capable of creating a public nuisance.
3. Any septic tank sludge.
4. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolytic process).

### **11.09 Limitations on Wastewater Strength**

No person shall discharge wastewater containing constituents in excess of: 

### **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**

* 1. 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.
  2. 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 charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential service plus the administrative customer service account charge plus the variable charges in accordance with Exhibit A. Mixed used service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

### **14.16  Call-Out Service Charges**

A customer requesting District assistance with owner-related sewer issues (i.e., blockage or backup on owner’s sewer service line, sewer line tracing, etc.) may be charged for actual costs and labor and/or in accordance with Exhibit C. The 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**

1. 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.
2. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to 75% of the sewer consumption caused by the leak that exceeds the 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.
3. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
4. 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.
5. 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.
6. 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.
7. 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**

* 1. **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.
  2. **Other Than Regular Business Hours**. When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

### **15.10  Refusal to Serve**

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

conditions:

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

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

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

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

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

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

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

**EXHIBIT A  
Schedule of Sewer Service Charges**

Monthly sewer charges are the summation of the following components:

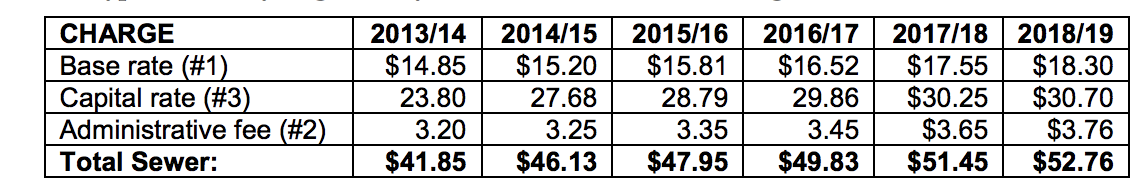
1. Fixed Charge = $18.30 X CAF (1) X number of units.
2. Administrative / Customer Service Account Charge = $3.76 per account.
3. Capital Improvement Charge = $30.70 X CAF (1) X number of units.
4. Variable Cost (2) = $3.10 per 1,000 gallons of water use.[billed as sewer use charges]

**(1) Capacity Adjustment Factor:**

**(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:**



**EXHIBIT B  
Schedule of Sewer Connection Charges According to Water Meter Service Size**

|  |  |  |  |
| --- | --- | --- | --- |
| **Water Service Size for Billing Purposes** | **Sewer Connection Charge** | **Sewer Retroactive Capital Improvement Charge** | **Sewer Charge Total** |
| **3⁄4 inch** | $3,080 | $1,850 | $4,930 |
| **1 inch** | $5,140 | page46image1225337632page46image1225339632  $3,090  page46image1225340928page46image1225341536 | page46image1225343792  $8,230  page46image1225344944 |
| **1 1⁄2 inch** | $10,240 | $6,150 | $16,390 |
| **2 inch** | $16,400 | page46image1225361184page46image1225364624  $9,850 | page46image1225366816  $26,250 |
| **3 inch** | $30,770 | page46image1225373312page46image1225375232  $18,480  page46image1225376608page46image1225377216 | page46image1225379472  $49,250  page46image1225380704 |
| **4 inch** | $51,290 | $30,810 | $82,100 |
| **6 inch** | $102,540 | page46image1225397008page46image1225399008  $61,590  page46image1225400320page46image1225400928 | page46image1225403184  $164,130  page46image1225404480 |
| **8 inch** | $164,070 | $98,550 | $262,620 |
| **10 inch** | $235,810 | page46image1206642816page46image1206651520  $141,650 | page46image1206763376  $377,460 |

**EXHIBIT C**

**Miscellaneous Fee Schedule**

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

Source: IVGID Ordinance 2

Click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_2_-_2015_-_Resolution_1833.pdf>

TITLE 8 WATER

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## **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 3⁄4” service.

|  |  |
| --- | --- |
| **Water**  **Service**  **Size**  1”  1.5”  2”  3”  4”  6”  8”  10” | **Capacity**  **Adjustment**  **Factor**  **(CAF)** 1.67 3.33 5.33 10.00 16.67 33.33 53.33  76.65 |

### **2.13 Capital Improvement Charge**

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

### **2.14  Contractor**

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

### **2.15  County**

The County of Washoe, Nevada.

### **2.16  Cross-Connection**

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

### **2.17  Customer**

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

### **2.18  Customer Service Line**

All piping between the house piping and the service connections.

### **2.19  Customer Service Valve**

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

### **2.20  Date of Presentation**

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

### **2.21  Director of Public Works**

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

### **2.22  District**

Incline Village General Improvement District (IVGID).

### **2.23  District Engineer**

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

### **2.24  Excess Water Charge**

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

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

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

* 1. **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.
  2. **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.
  3. **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).
  4. **Irrigation Service:** Service to Customers for agricultural, floricultural or horticultural use shall be billed as a commercial service.
  5. **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.
  6. **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.
  7. **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.

* 1. **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.

* 1. **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.
   1. **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**.**
   2. **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.

* 1. **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.
   1. **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:

* 1. **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.
  2. **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**.**
  3. **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.
  4. **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.
  5. **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.

* 1. **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)
  2. **Fire Protection**. There are no connection fees for fire protection.
  3. **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 (11⁄2) times the minimum charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.
  4. **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 3⁄4 inch unless a connection fee has been paid to the District for an upgrade.
  5. **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.
  6. **Inspection Fee**. Inspection fees shall be at rate as shown in Exhibit C.

### **5.19  Subdivisions**

* 1. **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.
  2. **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.
  3. **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.
  4. **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.
  5. **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.
  6. **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.
  7. **Connections.** The subdivider shall, at his cost, provide all connections to houses constructed by him, as herein provided.
  8. **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**

1. **Standards for Granting or Denial of Requests for "Will-Serve" Letters.**
2. 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.
3. 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.
4. **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.
5. **Procedure for Consideration of Requests for "Will-Serve" Letters.**
6. 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:
7. It shall identify by name, mailing address and telephone number the person requesting a "will-serve" letter from the District.
8. 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.
9. It shall state the existing zoning classification of the property and, if any zoning change is proposed, the proposed zoning classification of the property.
10. 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.
11. It shall disclose the anticipated starting and completion dates for the construction of the project.
12. **Standards for Granting or Denial of Applications for Connections.**
13. Applications for connections shall be considered by the District on a first-come, first- served basis without reservation. Except as otherwise expressly provided herein and in subparagraphs B through C of this Section, applications shall be entitled to priority based on the date the application is filed and all applicable District connection fees are paid; provided, however, that notwithstanding the foregoing or any other provision of this Ordinance No. 4, approval of an application shall continue to be effective only if the applicant commences construction within one hundred eighty (180) days unless the District grants an extension of time. Time extensions may be granted where the applicant shows the delay in commencement of construction has been caused by an occurrence beyond his control and which is not attributable to his fault or neglect. All applicants shall be required to complete construction within the time limit set forth in Article 5.15 of this Ordinance.
14. 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.
15. 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.
16. **Required Assignment of Water Rights.**
17. 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.
18. 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.
19. **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:

1. **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.
2. **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.
3. **Ruling.** The Board shall thereupon consider said application and report, and after such consideration, reject or approve it.
4. **District Lines.** All extensions thus provided for, in accordance with those regulations, shall be and remain the property of the District.
5. **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**

* 1. 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.
  2. 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**

1. 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.
2. 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**

* 1. The following Uniform Plumbing Code provisions are made a part of this ordinance.
  2. 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.
  3. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

### **7.18  Responsibility for Loss or Damage**

* 1. 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.
  2. 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.
  3. 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.
  4. 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.

1. 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**

* 1. 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.
  2. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the water Tier 1 and Tier 2 consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to 75% of the sewer consumption caused by the leak that exceeds the 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.
  3. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.
  4. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date. The maximum period of time allowable for relief is two (2) consecutive months of consumption.
  5. 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.
  6. 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.
  7. **.** 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**

* 1. **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.
  2. **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**

* 1. **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.
  2. **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**

* 1. **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.
   1. **Multi-Unit Residential Accounts.** The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential unit plus the administrative customer service account charge, plus variable and excess charges, plus defensible space charge in accordance with Exhibit A. Mixed use service that has been determined to be billed as residential will bebilled 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).
   2. **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.
   3. **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.

1. **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.
2. **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.
3. **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**

* 1. 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.
  2. 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:

* 1. **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.
  2. **Backflow Prevention.** The District reserves the right to require installation of an approved backflow prevention assembly.

### **12.09  Responsibility of Equipmen**t

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

## **ARTICLE 13 - TEMPORARY SERVICE**

### **13.01  Duration of Service**

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

### **13.02  Deposit**

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

### **13.03  Installation and Operation**

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

### **13.04  Responsibility for Meters and Installations**

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

### **13.05  Supply From Fire Hydrant**

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

### **13.06  Unauthorized Use of Hydrants**

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

### **13.07  Credit**

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

## **ARTICLE 14 - PUBLIC AND PRIVATE COMMUNAL WATER SYSTEM CONSTRUCTION**

### **14.01  Permit Required**

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

### **14.02  Plans, Profiles and Specifications Required**

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

### **14.03  Easements or Rights-of-Way**

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

### **14.04  Persons Authorized to Perform Work**

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

### **14.05  Compliance with Local Regulations**

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

### **14.06  Protection of Excavation**

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

### **14.07  Design and Construction Standard**

* 1. 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.
  2. Reproducible "Record" drawings, in PDF format, stamped and prepared by a Professional Engineer registered in the State of Nevada, showing the actual location of all mains, house connections, hydrants, valves and appurtenances, shall be filed with the District before final acceptance of the work.

### **14.08  Completion of Water System Required**

Before any acceptance of any water line by the District, the water line shall be tested and shall be complete in full compliance with all requirements of the 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**

1. **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.
2. **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.
3. **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.
4. **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**

1. **Approved.** Accepted by the Director of Public Works as meeting an applicable specification

contained in this ordinance, or as suitable for the proposed use.

1. **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.
2. **Backflow.** The reversal of normal flow of water caused by either back-pressure or back- siphoning.
3. **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.
      1. Foundation for Cross Connection Control and Hydraulic Research
      2. University of Southern California, Los Angeles, California
4. **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.
5. **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**.**
6. **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.
7. **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.
8. **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**.**
9. **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.
10. **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.
11. **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 protectagainst a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back- siphonage condition only.

### **16.03 Requirements**

1. **Policy.**
2. 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.
3. 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.
4. 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:
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. **Type of Backflow preventer.** The type of backflow preventer required shall depend upon the degree of hazard which exists as follows:
11. Where there is an auxiliary water supply, a minimum of a double check valve assembly will be required.
12. Where there is any pollution hazard, the public water system shall be protected with a minimum of an approved double check valve assembly.
13. 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.
14. 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.
15. **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.
16. **Inspections.**
17. 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.
18. 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.
19. 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.
20. **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.
21. **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.

1. **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.**
2. **Moderate Conservation**
3. All items under Limited Conservation.
4. 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.
5. Limit use of water from fire hydrants to actual fire fighting use.
6. Hand-washing of vehicles allowed only with hoses equipped with self-closing nozzles.
7. **Strict Conservation**
8. All items under Moderate Conservation.
9. No landscape or lawn irrigation under any circumstances.
10. No new lawn or landscape installation.
11. No wash-down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.
12. Impose an excess consumption charge of 300% of the existing rate per 1,000 gallons for water use in excess of the base rate.
13. **Circumstances Under Which Conservation May be Required**
14. 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:
15. Water scarcity condition exists or is likely to exist.
16. Failure of water production, storage or distribution system(s).
17. Demand for service in excess of the District's authorized water rights.
18. Order of any agency of the federal, state or local government having jurisdiction in such matters.
19. 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**

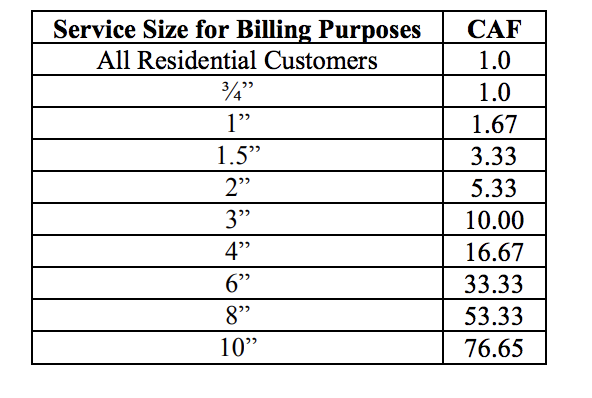
Before final approval of the work, or turn-on of the irrigation system, the landscape plan shall be complete in full compliance with all the requirements of the LANDSCAPING STANDARDS.

**EXHIBIT A  
Schedule of Water Service Charges**

Monthly water charges are the summation of the following components:

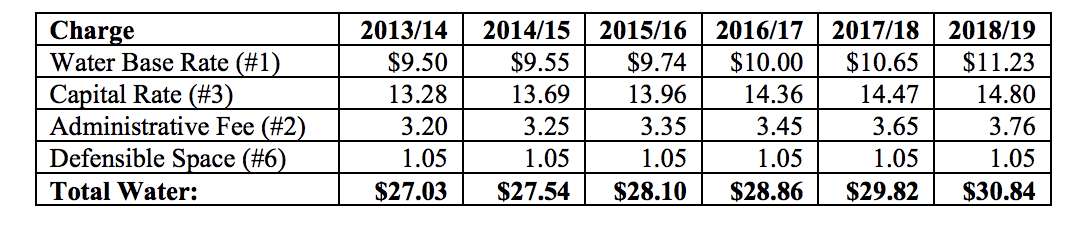
1. Fixed Charge = $11.23 X CAF (1) X number of units.
2. Administrative / Customer Service Account Charge = $3.76 per account.
3. Capital Improvement Charge = $14.80 X CAF (1) X number of units
4. Variable Cost = $1.50 per 1,000 gallons of water use. [billed as water use charges]
5. Excess water charge(2)
   1. First Tier: Additional Cost = $0.93 per 1,000 gallons for all water use greater than 20,000 gallons X CAF(1) X number of units, in addition to the Variable Cost (#4), above.
   2. Second Tier: Additional Cost = $1.30 per 1,000 gallons for all water use greater than 60,000 gallons X CAF(1) X number of units, in addition to Variable Cost (#4) and First Tier Cost (#6a), above.
6. Defensible Space Fee = $1.05 X number of units.
7. 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:**

****

**(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:**

*O*

**EXHIBIT B  
Schedule of Water Connection Charges**

**According to Water Meter Service Size**

|  |  |  |  |
| --- | --- | --- | --- |
| **Water Service Size for Billing Purposes** | **Water Connection Charge** | **Water Retroactive Capital Improvement Charge** | **Water Charge Total** |
| **3⁄4 inch** | $1,530 | $1,750 | $3,280 |
| **1 inch** | $2,560page48image1229274080 | $2,930page48image1229277568 | $5,490 |
| **1 1⁄2 inch** | $5,100 | $5,840 | $10,940 |
| **2 inch** | $8,170page48image1193493552 | $9,350page48image1193389776 | $17,520 |
| **3 inch** | $15,330 | $17,540 | $32,870 |
| **4 inch** | $25,560page48image1200166912 | $29,230page48image1200171456 | $54,790 |
| **6 inch** | $51,090 | $58,440 | $109,530 |
| **8 inch** | $81,750 | $93,510 | $175,260 |
| **10 inch** | $117,500 | $134,410 | $251,910 |

**EXHIBIT C**

**Miscellaneous Fee Schedule**

|  |  |
| --- | --- |
| Backflow Inspections | $60.00 each device, up to 1 hour. $60.00 each additional labor hour. Repair parts at cost. |
| Inspections | $85.00/hour |
| page49image1199900160  Plan Checkingpage49image1199903824 | $85.00/hour page49image1199907488 |
| Meter Charges | 1” Meter $330.00  1-1/2” Meter $500.00  2” Meter $610.00 |
| Service Calls | page49image1199923248$40.00 per half hour (half hour minimum) with equipment billed at cost. |
| Tampering with equipment | $100.00 minimum. Will include cost of repair or replacement of equipment, if required. |
| Water Waste Penalty | $100.00 |
| page49image1199952064Mainline Tapping if performed by IVGID  page49image1199957904 | Cost plus 15% |
| Temporary Service Meter Rental Charges | Hydrant Meter $1,000/deposit $40.00/mo.  1.5” Meter $100/deposit $20.00/mo  3/4” Meter $100/deposit $15.00/mo. |
| page49image1199980832Bulk Water for Construction page49image1199985760 | $1.50/1000 gallons |
| Violation of air-gap requirement on water truck or other equipment page49image1193540208 | $500.00 |
| Administrative charge for checks or electronic fund transfers not honored by bank | $25.00/each |
| Posting Service Charge | $20.00/each |

Source: IVGID Ordinance 4

Click here to review in original form: <https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_4_-_2015_-_Resolution_1834.pdf>

TITLE 9 BEACHES

[reserved to codify all regulations regarding to beach access]

# Chapter 9 GROUP USE OF BEACHES

1. It is the policy of the Incline Village General Improvement District (IVGID) that Incline Village beaches are primarily provided for the quiet enjoyment of individual property owners and their guests.
2. Unreserved Functions. Group functions may occur at the beaches,on an unreserved basis, provided such functions:
   1. do not interfere with the quiet enjoyment of the beaches by other guests;
   2. do not promote or solicit attendance at the function by persons who are not members of the group;
   3. do not sell admission to any person or charge any fee for food, beverage, entertainment, or other services;and
   4. complywithallrules,includingthosepertaining to admission.
3. ReservedFunctions. Anygroupfunction,which fails to meet all of the standards for an unreserved function, may only occur on a reserved basis.
4. Rules for reserved functions
   1. Applicability. This policy applies to all recreation facilities owned by IVGID which adjoin Lake Tahoe, with the exception of events sponsored by IVGID and any event held at the Burnt Cedar pool. Scheduling of the pool is subject to separate procedures.
   2. The number of reserved functions shall be limited to six (6) per calendar year, as follows:
      1. One function celebrating Independence Day.
      2. One function celebrating LaborDay.
      3. Peak Season Function
         1. "Peak Season" is from the Friday before Memorial Day through the Tuesday after Labor Day,inclusive.
         2. Peak Season Functions must be scheduled on a weekday (Monday through Friday) and must not occur within seven calendar days of Independence Day or four calendar days of Memorial Day or Labor Day.
      4. Shoulder Season Function
         1. "Shoulder Season" is the entire year, except the peak season.
      5. Off Season Functions. May occur on a weekday or weekend day.
      6. Each function shall be limited to one day in duration.
   3. The Parks and Recreation Director shall designate a community group to coordinate the Independence Day function, and a community group to coordinate the Labor Day function.
   4. Applications for the remaining four functions shall be submitted to the Parks and Recreation Director by February 1 of each year. Should more than four eligible functions apply in any year, the Parks and Recreation Director shall decide which functions receive approval for reservation, after seven calendar days notice to the IVGID Board of Trustees. Should more than four eligible functions apply in any year, no group shall participate in more than one function.
   5. Should more than four eligible functions apply in successive years, the Parks and Recreation Director shall attempt to rotate functions among different groups.
   6. Except for the Independence and Labor Day functions, no function or group shall be considered to have priority over another function or group, by reason of a prior history of holding the function, in earlier years.
   7. Should less than four functions receive reservations in any calendar year, then the Parks and Recreation Director may approve additional functions after February 1, on a first-come, first- served basis.
   8. All reserved group functions shall comply with the following rules:
      1. An application must be submitted to the IVGID Parks and Recreation Department office no later than ninety (90) days prior to the date of the requested event.
      2. The applicant must be an InclineVillage/CrystalBay group with a non-profit status recognized by the State of Nevada or the federal government.
      3. The event must be open to all eligible IVGID Recreation card holders or pass holders and their guests, and no one else (same rules as would apply on any other day that the gates are staffed).
      4. The proceeds of the event must be used for the benefit of the Incline Village/Crystal Bay community and its residents.
      5. A use fee of up to $300 will be charged for each day of use, to cover the cost of any additional personnel necessary to host a large event.
      6. Liability insurance coverage, in an amount and form determined appropriate by the IVGID Risk Manager, must be provided by the applicant, naming IVGID as an additional insured.
      7. Any and all food and beverage items brought onto the premises by the applicant will be sold or supplied at an area designated by the District, without interfering with the District's food and beverage operation.
      8. The applicant will provide two portable toilets and one 4-yard dumpster for every five hundred ( 5 0 0 ) participants.
      9. The District may require the applicant to provide additional personnel to work with the District's contracted security service to patrol the areas of use for crowd and traffic control.
      10. All proper licensing for the event is the responsibility of the applicant.
      11. All cleanup of the facility is the responsibility of the applicant and must be completed immediately after the or, in the case of a night event, it must be completed prior to 8:OO a.m. of the morning after the event.
      12. The event shall not unreasonably restrict or interfere with the right of guests not participating in group functions to use the beaches.
      13. The event shall comply with such additional precautions as may be determined appropriate by the Parks and Recreation Director.
5. ADMINISTRATION. The Parks and Recreation Director shall interpret, administer, and enforcethispolicy. The Parks and Recreation Director shall establish additional rules, consistent with the intent of this policy statement, which may apply to any or all events, as necessary to protect IVGID, the interests of individual beach guests, or any other lawful purpose.

Sources:

* IVGID Ordinance 7
* **Policy Resolution No. 120** (Resolution 1575) Group Use of Beaches
* **Click here to review in original form:**
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/rec_ordinance_7_1998.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>

TITLE 10 COMMUNITY SERVICES

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

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# ORDINANCE NO. 7

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

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

RECREATION PASS ORDINANCE

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

## ARTICLE I. GENERAL PROVISIONS

### 1. Short Title.

This ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."

1. 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. 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. Posting.

The adoption of this ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

## ARTICLE II. DEFINITIONS

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

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

6. Agent means the person designated by an owner to represent the owner in matters pertaining to the assignment of recreation privileges.

1. Assignment means the naming of persons to receive recreation privileges.
2. Beach Pass means a daily pass, good for one day only, sold by the District allowing

entry onto the District-owned beaches.

1. Board means the Board of Trustees of the Incline Village General improvement District.
2. Card Holder means the person who is in possession of a Recreation Punch Card.
3. Commercial Tenant means an individual or corporation who rents, or leases, a

commercial property for the purposes of conducting business or commercial activity.

1. Consanguinity means a blood relationship.
2. County means the County of Washoe, Nevada.
3. Director of Parks and Recreation means the person appointed as the department head

of the Parks and Recreation Department.

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

16. Family means a social unit consisting of people related to the property owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses. (See attached Exhibit A.)

17. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

18. Owner means any person owning fee title to the property, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.

19. Parcel means a single plot of land with or without a dwelling on it, or a single unit within a multi-unit residence as defined by the District Recreation Roll.

1. Pass Holder means an individual who has been issued a Recreation Pass.
2. Recreation means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, swimming pools, sports leagues, contests, events, classes, and special events.

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

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

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

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

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

## ARTICLE Ill. RECREATION PRIVILEGE ELIGIBILITY

27. Eligible Parcels. Each District parcel which is assessed a recreation fee, is eligible to

receive recreation privileges so long as the assessment on that parcel is current.

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

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

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

## ARTICLE IV. APPLICATION PROCEDURES

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

1. Proof of Ownership. Proof of ownership shall be made in one of the following forms:
   1. (a)  Written copy of legal deed of title.
   2. (b)  Confirmation of ownership by the District from the County Assessor's office.
   3. (c)  Confirmation of ownership by the District from a local title company.
2. Proof of Residence. Proof of residence shall be made in one, or more, of the following

forms:

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

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

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

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

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

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

## ARTICLE V. ASSIGNMENT OF PRIVILEGES

38. Assignment Procedures. Assignment of recreation privileges will be accepted when filed on the Assignment Form and when accompanied by an approved application, or when an approved application is already on file, and when signed by any owner listed on the application or any listed owner's designated agent. The assignment form must be filed with the District's Recreation office, in person, by fax, or by mail.

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

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

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

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

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

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

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

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

## ARTICLE VI. RECREATION PASS

46. A Recreation Pass, subject to the other conditions and restrictions of this recreation pass

ordinance, provides the pass holder:

a. free admission to all District-owned beaches; and

b. reduced season pass rates, at District-owned ski and tennis facilities; and

c. reduced daily rates at District-owned golf, ski and tennis facilities; and

d. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and

e. reduced daily rates at the District-owned Recreation Center; and

f. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and

g. watercraft launching access at the District-owned boat ramp, for a fee; and h. guest access to District-owned beaches for a fee; and

i. any other recreation privileges determined by the Board.

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

1. Pass Expiration. A Recreation Pass expires when:  
   a. the stated expiration date has been exceeded; or  
   b. the parcel changes ownership; or  
   c. the pass is withdrawn or reassigned to another individual by the owner or his agent; or d. payment of the District Recreation Fee is delinquent, or

e. the pass is voided pursuant to this ordinance.

1. Ability to Transfer. All Recreation Passes shall be issued for the sole use of the pass

holder and are non-transferable.

1. Responsibilities of Pass Holder. It is the responsibility of the pass holder to:

a. renew his pass on or before the expiration date shown on the pass;

b. report lost, stolen, or destroyed passes;

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

d. be responsible for the conduct of his/her guests and for any liability resulting from the guests' use of the District's facilities, or the guests' presence in, or at, the facilities.

1. Lost/Stolen Recreation Pass. A charge of $15.00 per pass will be assessed to replace

any Recreation Pass that is lost or stolen prior to its date of expiration.

52. Reassignment Fee. Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the parcel on which the pass is issued changes title; (b) the passholder is deceased; and (c) other circumstances that the Director of Parks & Recreation deems appropriate. In the event of a reassignment where the issued passes are not returned, there will be a charge of $15.00 per pass assessed to the parcel owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.

53. Ownership Transfer Fee. A charge of $25.00 per parcel will be assessed to the new owner of a parcel if the Recreation Passes issued on the parcel are not returned to the District when a property changes ownership.

## ARTICLE VII. RECREATION PUNCH CARD

54. A Recreation Punch Card provides the cardholder with a face value of recreation

privileges, determined by the Board, which may be applied toward:

a. the difference between the resident rate and the guest rate for daily beach access, daily boat and jet ski launching; and

b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and

c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.

55. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on May 1. All Recreation Punch Cards expire on the first April 30th following the date of issuance, regardless of when issued during the course of that year.

56. Transferability. Recreation Punch Cards are issued against the parcel and are transferable to anyone.

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

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

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

## ARTICLE VIII. GENERAL USE REQUIREMENTS

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

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

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

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

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

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

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

a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or

b. violation of any law or ordinance; or

c. disorderly and/or abusive behavior; or

d. excessive or improper use of alcohol and/or drugs; or

e. vandalism or any other form of property damage.

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

67. Disciplinary Procedures for Misconduct.

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

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

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

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

c. Suspension, Revocation, or Other Disposition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX. AMENDMENTS

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

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

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

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FAMILY TREE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| page16image1196405072  Relationship # | PROPERTY OWNER |  | Relationship # | page16image1203429568  SPOUSE OF PROPERTY OWNER |
| page16image1203382048  0 | OWNER/CO-OWNER | FIRST DEGREE | 00 | page16image1125129216  OWNER/CO-OWNER |
| 1 | MOTHER | 7 | MOTHER |
| 2 | MOTHER’S SPOUSE | 8 | MOTHER’S SPOUSE |
| 3 | FATHER | 9 | FATHER |
| 4 | FATHER’S SPOUSE | 10 | FATHER’S SPOUSE |
| 5 | CHILDREN | 11 | CHILDREN |
| 6 | CHILD’S SPOUSE | 12 | CHILD’S SPOUSE |
| 13 | GRANDMOTHER | SECOND DEGREE | 23 | GRANDMOTHER |
| 14 | GRANDMOTHER’S SPOUSE | 24 | GRANDMOTHER’S SPOUSE |
| 15 | GRANDFATHER | 25 | GRANDFATHER |
| 16 | GRANDFATHER’S SPOUSE | 26 | GRANDFATHER’S SPOUSE |
| 17 | GRANDCHILDREN | 27 | GRANDCHILDREN |
| 18 | GRANDCHILD’S SPOUSE | 28 | GRANDCHILD’S SPOUSE |
| 19 | SISTER | 29 | SISTER |
| 20 | SISTER’S SPOUSE | 30 | SISTER’S SPOUSE |
| 21 | BROTHER | 31 | BROTHER |
| 22 | BROTHER’S SPOUSE | 32 | BROTHER’S SPOUSE |

COMPLIMENTARY RECREATION PRIVILEGES

1. The purpose of this policy statement is to establish guidelines for providing access to IVGID recreation facilities and programs to certain persons without the customary charges that would apply to such access.
2. Policy. All persons which use an IVGID recreational facility or program for which a fee is charged shall pay that fee, unless exempted under this policy or other written policies.
3. Authoritv. The General Manager and department head in charge of each recreational facility or program shall have the authority to waive facility or program charges to a specific person or group of people, to the extent and only to the extent provided herein. The department head may delegate authority to waive fees to no more than two subordinates.
4. GeneralGuidelines. Persons exercising authority to waive fees under this policy statement are encouraged to use prudent discretion. The fact that a particular situation may qualify forawaiverdoesnotmeanthatawaivermustbegiven. This policy is intended to provide the outer boundaries for waiving fees, and persons acting under it may establish more restrictive guidelines or interpretations if circumstances warrant it or if they consider it wise to do so.
5. All waivers must be based upon a justifiable business reason as provided in this policy statement. Waivers are to be used sparingly, when necessary to further IVGID goals and to support communityprograms. Waivers are a form of expenditure of public resources and should be subjected to the same scrutiny as any other public expenditure. Except as permitted under written IVGID or departmental personnel policies, a personal or familial relationship is not sufficient grounds to waive a fee.
6. In borderline cases, the following rule applies: when in doubt, don't.
7. SpecificGuidelines. The following circumstances may be a justifiable business reason for waiving a fee:
   1. Fundraiser. Contribution of a recreational privilege or privileges to a fund-raising program or event sponsored by a local non-profit organization. This may also include contributing the use of a facility, other than a rental facility, for a fund-raising event.
   2. Professional Courtesv. Use of a facility or program by an employee or owner of another, similar recreational facility, or by a competitive athlete, under a mutual understanding or agreement or when it is general industry practice to waive fees for such persons. "General industry practice" is defined as at least half of similar facilities would also waive the fee under the same circumstances.
   3. Trade-Out. Exchange of recreational privileges for goods or services acquired by IVGID of equal or superior value. Such goods or services must be ones which IVGID would have purchased with cash, in the absence of the trade arrangement. All trade agreements must be in writing and executed by both parties.
   4. Promotion. Use of free recreational privileges to promote paid use of recreational facilities and programs by others. Examples of promotional use include familiarization tours, publicity events, and privileges provided to obtain media exposure. Promotional use may include provision of recreation privileges to media personnel or persons in a position to refer paid business to the recreational facility.
   5. Dignitarv. Occasional use of recreational facilities or programs by officials of other public agencies, representatives of entities with which IVGID conducts business, or in relation to a public ceremony or event.
   6. Records. All waivers of fees under this policy shall be in writing and shall be approved by a person having the authority to do so. Each waiver shall identify one of the qualifying categories listed in this policy and shall identify the number and dollar value of the privileges granted.
   7. Inter departmental use. This policy does not prohibit use of recreational privileges on an interdepartmental basis, provided that the use otherwise meets the terms of this policy. An example of interdepartmental use involves a trade-out under which ski privileges are traded in exchange for goods and services benefiting the utility department.
8. Pricing and Promotional Programs. This policy does not apply to pricing or promotional programs, that are not specific to a single person or small group of persons and are generally availabletothepublicorcategoriesofthepublic. These programs might include various forms of discounts, two-for-one offers, free admission on a special day, or other programs. Where such programs are offered, they are not considered a waiver of fees under this policy.
9. Refunds. This policy does not apply to there funding of fees when recreation privileges were paid for but not received, not fullyreceived,ornotdeliveredinanacceptablemanner. Where such refunds are provided, they are not considered a waiver of fees under this policy.
10. Other Policies. This policy does not modify or restrict the terms of other policies that may affect recreation privileges, including those pertaining to personnel, facility use, and other matters. This policy does not restrict the prerogative of the Board of Trustees to take action to provide recreational privileges beyond the scope of this policy, such as the granting of lifetime "gold card" privileges.

INCLINE VILLAGE IMPROVEMENT DISTRICT TEMPORARY DOG PARK AT VILLAGE GREEN RULES & REGULATIONS ENTER AT YOUR OWN RISK. THIS AREA IS NOT SUPERVISED. OWNERS ARE LEGALLY RESPONSIBLE FOR THEIR DOGS AT ALL TIMES. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ASSUMES NO RESPONSIBILITY OR LIABILITY FOR CONDUCT OF DOGS OR THEIR OWNERS.

1. The Village Green will be designated and open as a Dog Park during specific hours and days. Notice of such dates and times will be posted by Incline Village General Improvement District.
2. Dogs must be currently vaccinated against DHLPP and Rabies and must be legally licensed.
3. Current license, rabies and identification tags must be worn on the dog’s collar at all times.
4. Dogs must be spayed and neutered.
5. Owners/handlers must accompany dogs at all times in the dog park and keep dogs in their sight and under voice control. Please control excessive barking.
6. Owners/handlers are responsible for the behavior of their dogs and shall be responsible for any injuries or damages caused by their dogs.
7. Any dog showing aggression towards people or other dogs must be immediately leashed and removed from the dog park.
8. Dogs with a known history of aggressive or dangerous behavior are prohibited.
9. Owner/handler must carry a leash at all times and dogs must be leashed when entering and leaving the dog park.
10. Owners/handlers must pick up and properly dispose of their dog’s feces.
11. Please do not allow your dog to dig holes in the park. If your dog digs holes in violation of this rule, you are responsible to fill in any holes and/or make appropriate repairs to disturbed areas.

INCLINE VILLAGE IMPROVEMENT DISTRICT TEMPORARY DOG PARK AT VILLAGE GREEN RULES & REGULATIONS

1. Children must be accompanied at all times by a responsible adult. Children should be discouraged from approaching or playing with strange dogs.
2. No more than three (3) dogs per owner/handler are allowed in the Dog Park on any single visit.
3. Puppies using the dog park must be four (4) months of age or older.
4. No female dog “in heat” or “in season” is allowed in the park.
5. Sick dogs are not allowed. Owners/handlers of dogs with a known sickness or displaying sick behavior will be required to remove their dog.
6. No eating or smoking is allowed in the dog park. Cigarette butts and food wrappers are tempting and unhealthy for dogs.
7. While small, bite-sized training treats are permitted in the Dog Park, food in bowls, long-lasting chews, or glass containers are not allowed.
8. No animals other than dogs may be brought into the Dog Park.
9. Please call 9-1-1 in the event of an emergency.
10. Owners/handlers who fail to obey these rules and other park rules may be cited and/or be subject revocation of their electronic key card and denied access to the Dog Park.
11. Violations of Dog Park Rules are enforceable under 55.800 of the Washoe County Code.

Sources:

* IVGID Ordinance 7
* **Policy Resolution No. 127** (Resolution No. 1619)Complimentary Recreation Privileges
* **Policy Resolution No. 135** (Resolution No. 1760) Temporary Dog Park at Village Green
* **Golf Complimentary Privilege Policy** Board approved General Manager Job Description.
* **Click here to review in original form:**
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/rec_ordinance_7_1998.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf>
  + <https://www.yourtahoeplace.com/uploads/pdf-ivgid/1110A-General_Manager.pdf>