

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Mike Bandelin
Diamond Peak Ski Resort Manager

SUBJECT: Review, discuss, and possibly approve a maintenance agreement with Lake Tahoe Basin Management Unit, U.S. Department of Agriculture Forest Service and the District within District Property APN: 126-010-60 (Diamond Peak) for the purpose of improvements and maintenance to the Incline Flume Trail – USFS managed trail system

DISTRICT STRATEGIC PLAN: Long Range Principle #5 Assets and Infrastructure

DATE: June 11, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

1. Approve a Maintenance Agreement to Lake Tahoe Basin Management Unit - U.S. Department of Agriculture Forest Service within District Property APN: 126-010-60 (Diamond Peak) for the purpose of improvements and maintenance to the Incline Flume Trail – USFS managed trail system.
2. Authorize Staff to execute the maintenance agreement documents upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure - The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility service and recreation activities.

III. BACKGROUND

The US Forest Service Lake Tahoe Basin Management Unit (LTBMU) is requesting the District enter into a maintenance agreement for the purpose of providing maintenance and improvements to the Incline Flume Trail within the Diamond Peak Ski Resort. The Incline Flume Trail is at an approximate elevation of 7,600 ft. and is accessed from the Mount Rose Highway and continues to Tunnel Creek Road. The trail passes through the Diamond Peak Ski resort crossing the five upper mountain ski trails.

The purpose of the agreement is to set forth the general terms and conditions, acceptable to both parties for the cooperative planning, survey, design, construction, improvement, and maintenance of National Forest System Trails as described in the attached agreement. Maintenance and improvements on the Incline Flume Trail through Diamond Peak shall be the responsibility of the LTBMU. Maintenance work which may affect the operation of Diamond Peak managed roads and ski trails must be planned, designed and conducted in coordination with the Districts designated representative.

The Incline Flume Trail Project is a true community project of the Incline Village area, with broad support from the entire Tahoe Regional Community.

A small group of Incline residents began to meet in 2012 and later formed Friends of Incline Trails (FIT). They explored options and feasibility to authorize, rehabilitate and maintain a generally existing and well used trail along the historic Incline North Flume. Over the years, this group coordinated with the US Forest Service, Nevada State Parks, Diamond Peak Ski Area and the Ponderosa Ranch to make the Incline Flume Trail official and enable much needed trail improvements to happen.

Two other phases have followed: In 2016, Ponderosa Ranch LLC donated 18.6 critical acres to the Nevada Land Trust (NLT) for further transfer to the USFS. This finalized the trail routing and initiated the archeological, biological and botanical studies of the project corridor and the Land Management agency's approval of class level and management standards for the Trail along with the commencement of the NEPA environmental review and public involvement processes. The project also required the reconstruction/rehabilitation of the existing unsustainable section of trail on the NLT parcel to meet USFS required standards prior to USFS takeover.

Ponderosa Ranch provided the expense of two land surveys, parcel documentation, archeological surveys and reports required for transfer,

stabilization of the critical bull wheel heritage site, and provided logistical support to study and design teams.

The Incline Tahoe Foundation, Tahoe Fund, USFS LTBMU, Nevada Department of Wildlife, Diamond Peak Ski Resort and numerous other individuals and organizations supported FIT through the NEPA (environmental and heritage studies) and the approval requirements. The Tahoe Area Mountain Bike Association (TAMBA) as well as the Tahoe Rim Trail Association (TRTA) also supported FIT with experienced volunteer crew leaders, equipment, trained volunteer crews, trail construction and specialized training to redesign, realign, and upgrade the trail in the NLT parcel and to close and restore illegal trails that damaged the environment and facilitated damage to key heritage sites.

During the public scoping phase, the project was presented to Incline Village General Improvement District Board of Trustees at the December 14, 2016 public meeting. The Board of Trustees approved the District's support of the Lake Tahoe Basin Management Units led efforts to upgrade, operate, and maintain the Incline Flume Trail.

In the spring of 2017, The Incline Flume Trail Project was awarded a \$131,000 Nevada Recreational Trails Program grant to be administered through The Tahoe Fund. This covered 2018 USFS professional crews blasting a new tread through a zone where a previous land slide had completely destroyed the old flume prism, the land transfer costs for the NLT to USFS parcel, and interpretive and directional signage. Volunteers reconstructed and upgraded the remaining miles of trail during the summers of 2017 and 2018, with documentation for 239 volunteers logging 2071 hours valued at \$48,910 (exceeding the required grant match).

In late summer of 2018 the trail work was completed giving mountain bikers and hikers improved access to the Incline Flume Trail between Mount Rose Highway and Tunnel Creek Trail.

IV. FINANCIAL IMPACT AND BUDGET

Within the agreement, section Four, the language is designed to provide a mechanism for future maintenance if both parties agree to do so at some point during the life of the agreement. The agreement does not commit or imply either party to provide funding at any point, the clause is included simply as a potential pathway for future funding exchange if both parties decide to pursue that option. The Forest Service and the District do not anticipate that either party would pursue

a future funding exchange under this agreement as there is no foreseeable need on this section of the Incline Flume Trail.

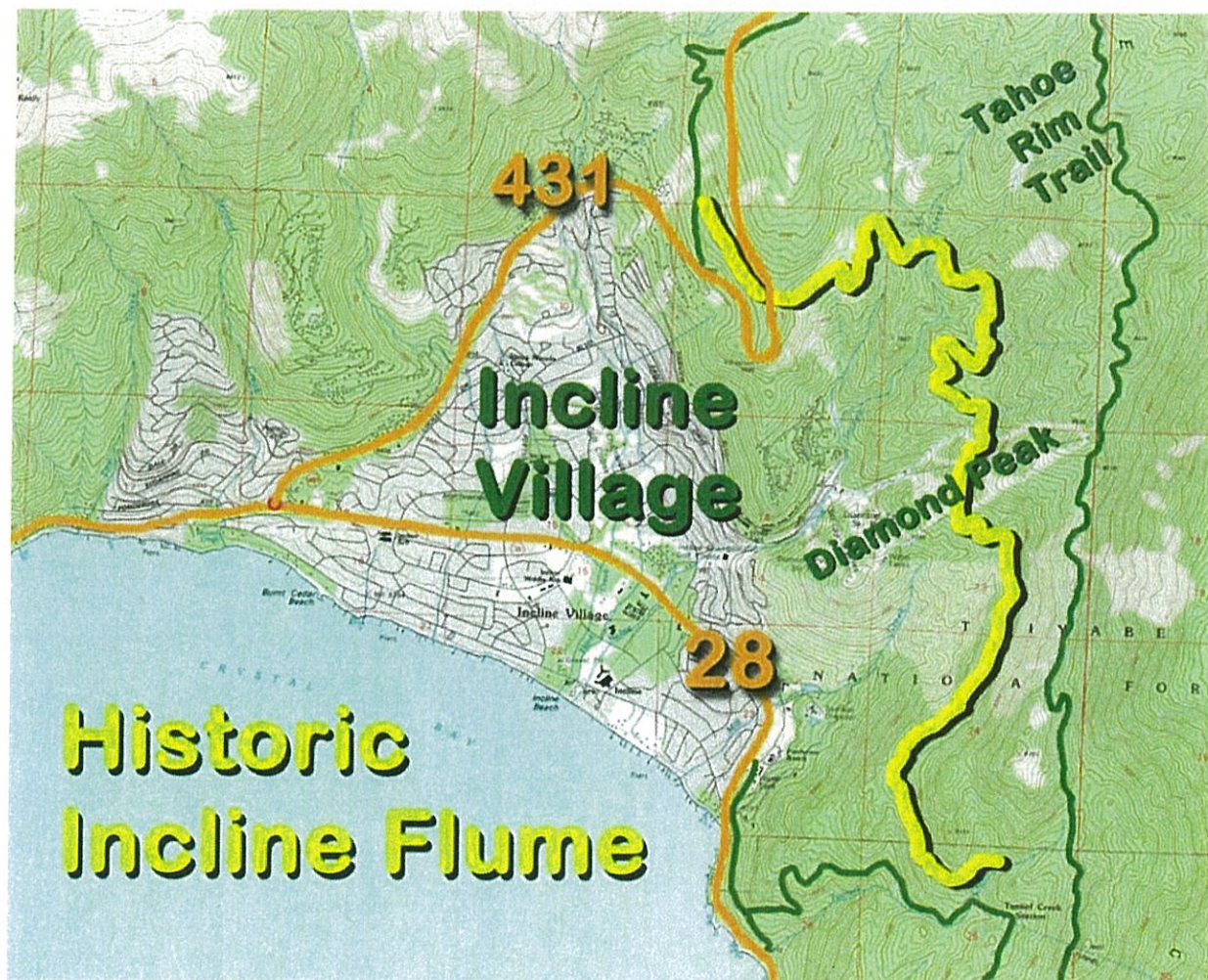
ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies to facilitate providing services to the community.

V. COMMENTS

The Incline Flume Trail has been repaired and upgraded to National Quality Standards and adopted into US Forest Service managed trail system, this agreement has been created to formally guide the cooperation of trail maintenance access and planning between US Forest Service and the Incline Village General Improvement District.

Trail Location Photo



Incline Flume Map

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Trail Sign



December 15, 2016

United States Forest Service (USFS)
Lake Tahoe Basin Management Unit (LTBMU)
35 College Drive
South Lake Tahoe, California 96150

Transmitted via e-mail
jmquinn.fs.fed.us and
by USPS

Attention of Jacob Quinn
Trails Engineer

Subject: Incline Flume Trail - Letter of Support

Dear Mr. Quinn,

We have reviewed the Lake Tahoe Basin Management Unit (LTBMU) proposed action for adopting and repairing the Incline Flume Trail from Old Mount Rose Highway to Lake Tahoe Nevada State Park and concur with the proposed action.

This trail will traverse both Incline Village General Improvement District owned and United States Forest Service special use permit lands within the Diamond Peak Ski Area. In fact, we have included the proposed Incline Flume Trail in the recently approved Diamond Peak Master Plan as an integral link in our Phase 1A trail system.

The Incline Village General Improvement District supports the LTBMU led efforts to upgrade, operate, and maintain the Incline Flume Trail.

Sincerely,

Kendra Wong

Kendra Wong
Chairwoman
IVGID Board of Trustees

**LAKE TAHOE BASIN MANAGEMENT UNIT
MAINTENANCE AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AND
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Parties to Agreement: This agreement, made and entered into this the 19th day of June, 2019, by and between the Forest Service, and the Incline Village General Improvement District (IVGID), hereinafter called the "cooperator."

Purpose of Agreement: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of specific National Forest System Trails as described in this agreement.

1. Intent to Cooperate. It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads, trails and ski runs under use by the cooperator or the Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads, trails and ski runs.
 - b. Agree on the identification of facilities and segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads/trails/ski runs identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads/trails/ski runs identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road/trail/ski runs under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
2. Identification of Roads/Trails/Ski Runs. A list of roads/trails and segments of roads/trails/ski runs which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the cooperator and Forest Service, by adding or removing roads/trails or road/trail/ski run segments, or by altering the description of a road/trail or road/trail/ski run segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. Maintenance Plans. At the annual meeting provided for in item 6, plans for maintaining the roads/trails listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the cooperator or Forest Service for each road/trail or segment of road/trail/ski run listed in Schedule A.

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To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads/trails/ski runs, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road/trail/ski run service.

Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. Project Agreements. When improvement of a road/trail listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road/trail or a road/trail/ski run segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.
- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
 - b. The project agreement shall include the following elements:
 - (1) Identification of road/trail or road/trail/ski run segment to be improved or constructed.
 - (2) Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 - (3) Schedule of construction or improvement work and designation of the party or parties to perform the work.
 - (4) Estimates of cost of improvement or construction.
 - (5) Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
 - c. If funds are provided by the cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the cooperator after completion of the work performed or upon agreement of the Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the Forest

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Service shall submit to the cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the cooperator to the project unless changed by a modification of the project agreement.

- d. If funds are provided by the Forest Service for work to be performed by the cooperator the arrangements shall be set forth in the project agreement. Payments to the cooperator shall be made as provided for in the project agreement. If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. General Concept for Responsibilities involving a FS managed trail and those other road/trail/ski run segments which directly affect it. This document is primarily focused on the management of the Incline Flume Trail (IFT), but shall also apply to any FS managed trail listed or added to Schedule A. The IFT is a Forest Service managed multi-user, non-motorized recreational trail, which crosses IVGID (Diamond Peak) property, including crossing five ski cleared ski runs and several ski area maintenance roads. Diamond Peak also has a recreational trails plan of its own, which includes integration and use of the IFT. Since any maintenance, construction, or other significant activities on the trails/roads/ski runs in the IFT corridor or its vicinity will likely affect all facilities, cooperation and joint planning are a necessity.

- a. In general, maintenance and improvements on the Incline Flume Trail (or other FS managed trails) through Diamond Peak shall be the responsibility of the US Forest Service Lake Tahoe Basin Management Unit (LTBMU). Any work which may affect the safety, sustainability, or operation of Diamond Peak managed roads/trails/ski runs must be planned, designed, and conducted in coordination with the cooperator's designated representative.
- b. In general, maintenance and improvements on Diamond Peak managed roads/trails/ski runs shall be the responsibility of the cooperator. Any work which may affect the safety, sustainability, or operation of the Incline Flume (or other FS managed) Trail must be planned, designed, and conducted in coordination with the LTBMU.
- c. In cases where a project or projects involve work positive to both FS and cooperator facilities, efficient cooperation is recommended. The parties to this agreement may provide formal or informal assistance as available to each other to efficiently execute the spirit of this agreement, in accordance with the parameters outlined herein.

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- d. The cooperator shall provide LTBMU or its partner organizations with coordinated free access through Diamond Peak areas for support of FS managed trails.
 - e. The Forest Service shall coordinate with the cooperator prior to permitting major events on FS managed trails through Diamond Peak areas.
 - f. The cooperator shall coordinate with the LTBMU prior to scheduling major non-ski season events which affect any FS managed trail.
6. Annual Meeting and Continuing Consultation. The cooperator and Forest Service, including any relevant partner organizations, shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads/trails/ski runs on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads/trails by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Lake Tahoe Basin Management Unit for the Forest Service, and General Manager Diamond Peak Ski Resort (or designee) for the cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. Modification and Termination
- a. This agreement may be modified by mutual consent.
 - b. This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads/trails or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.
8. Miscellaneous
- a. It is understood that any default by a permittee or other authorized road/trail/ski run user creates no liability on the part of the Forest Service.
 - b. Nothing herein contained shall be constructed to obligate the Forest Service or the cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.

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- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.

- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

FOREST SERVICE
DEPARTMENT OF AGRICULTURE

(Signature)
By: Steven J. Pinkerton
District General Manager
Date: June 19, 2019

By _____
(Forest Supervisor) Date

Mailing Address:
Incline Village General Improvement
District (IVGID)
893 Southwood Blvd.
Incline Village, NV 89451

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SCHEDULE A
TO LTBMU/IVGID MAINTENANCE AGREEMENT
(Incline Flume Trail Project)
27 August 2018

LTBMU MANAGED TRAILS

Incline Flume Trail

DIAMOND PEAK FACILITIES
AFFECTING THE TRAIL CORRIDOR

Trail Segments

Road Segments

Crystal Ridge
The Great Flume

Ski Run Segments

Crystal Ridge/Lakeview
Battleborn
Diamondback
Lightning
The Great Flume

Chair Lifts

Just above Ridge
Under Crystal Express