

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Mike Bandelin  
Interim District General Manager

**SUBJECT:** Review, discuss and possibly direct the Interim General Manager and District Counsel to negotiate an amendment of the Site License Agreement with NV Energy, for the License Agreement to seek an alternate location for Helicopter Operations

**DATE:** November 8, 2023

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### **I. RECOMMENDATION**

That the Board of Trustees makes a motion to direct the Interim General Manager and District Counsel to negotiate an amendment of the Site License Agreement with NV Energy to provide for an alternate location for the Helicopter Operations not at Diamond Peak

### **II. BACKGROUND**

Incline Village General Improvement District entered into a License Agreement with NV Energy on June 16, 2023. The site license agreement includes NV Energy contractors using ground space for staging of trucks and equipment at Diamond Peak. The site agreement also allows the use of the school yard ski trail for helicopter operations including landing timber fuels removed from the vicinity of power lines. Helicopter operations also included transporting of NV Energy replacement power line equipment.

District Staff (Interim General Manager) has been communicating and responding to concerns of the helicopter operations from the ski area neighbors of the Bitterbrush homeowners association as well as concerned residents of the complex. The Bitterbrush residences are located adjacent to and in very close proximity to the School yard ski trail where helicopter operations were conducted.

Staff brings this Item before the Board of Trustees to receive formal direction to engage and negotiate with NV Energy an amendment to the Site License Agreement between the District and NV Energy.

### **III. BUSINESS IMPACT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

### **IV. ATTACHMENT**

Site License Agreement with NV Energy and IVGID

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SITE USE LICENSE AGREEMENT  
WITH NV ENERGY**

**1. PARTIES AND DATE.**

This Parking License Agreement (“Agreement”) is entered into as of June 20, 2023 by and between the Incline Village General Improvement District (“IVGID”) and Sierra Pacific Power, a Nevada corporation d/b/a NV Energy, Inc., a Nevada corporation (“Licensee”). All parties are at times referred to collectively as “Parties” and individually as “Party” herein.

**2. RECITALS.**

2.1 IVGID owns certain real property commonly known as the Diamond Peak Ski Resort generally located at 1210 Ski Way, Incline Village, NV (“Diamond Peak”). Diamond Peak includes a certain area adjacent to the Diamond Peak parking lot which is depicted in Exhibit A, attached hereto and incorporated by this reference (“License Area”).

2.2 Licensee wishes to utilize the License Area for employee and contractor parking and materials storage, refueling trucks, helicopter use including landing zone, refueling and material transport. IVGID is willing to grant to Licensee the right to use the License Area, under the terms and conditions set forth herein.

**3. TERMS.**

3.1 Recitals. The above recitals are hereby incorporated into the Agreement by reference.

3.2 License. IVGID hereby grants to Licensee a license in, on, across, and over the License Area, for the purpose of permitting employee and contractor parking and construction materials storage and staging by Licensee’s employees and contractors. Licensee may not store or use any hazardous materials as defined by applicable law in the License Area.

3.3 Term & Termination.

3.3.1 Term. This Agreement shall remain in effect from June 20, 2023 through October 14, 2027 (the “Term”). Licensee may only use the License Area from May 1 through October 14 of each year of the Term.

3.3.2 Termination of License. Either Party may terminate this Agreement with ninety (90) days written notice to the other Party. Upon termination of the Agreement, Licensee shall surrender the License Area in substantially the same condition as when received, including removing any dust or debris from its use of the License Area.

3.4 License Fee. In exchange for the license and other rights granted by this Agreement, Licensee shall pay IVGID \$1,000.00 per week (“License Fee”) during the months of actual use during the Term, which shall run from May 1 through October 14. The License Fee shall be prorated for any partial use. The License Fee shall be paid on or by the first of each month or first day of use during each partial month during this Agreement.

3.5 Pavement Degradation Fee. IVGID shall, at its own expense, provide Licensee with a pavement assessment prior to Licensee occupying the site (“First Pavement Assessment”). Within 15 days of the end of each construction season, for the duration of this Agreement, IVGID shall, at its own expense, provide Licensee with an updated pavement assessment (“Subsequent Pavement Assessment”) that determines the level of pavement degradation that occurred during the Term, ordinary wear and tear excepted, and the reasonable estimate associated with repair of the pavement to the original quality, ordinary wear and tear excepted, as established by the First Pavement Assessment. Within 45 days of receipt of each Subsequent Pavement Assessment, Licensee shall pay to IVGID an amount totaling 50% of the estimated pavement restoration cost set forth in said Subsequent Pavement Assessment for the area which is generally depicted in **Exhibit B**, attached hereto and incorporated by this reference.

3.6 Public Notification. Licensee shall follow all applicable laws pertaining to public notification. Licensee shall specifically provide written notice of its anticipated activities each year to residents in the following residential areas: Bitterbrush I (Tahoe Chaparral), Bitterbrush II, Tyrolian Village (Upper), and Tyrolian Village (Lower). Licensee shall be responsible for responding to any and all public inquiries that result from their activities as set forth in this Agreement.

3.7 Notification of Helicopter Flight Schedule. Prior to occupying the License Area each year, Licensee shall provide to IVGID and the residential areas named in 3.6 a Helicopter Flight Schedule for that construction season or when the schedule becomes available.

3.8 Indemnification. To the full extent permitted by law, Licensee shall indemnify, defend (with counsel acceptable to IVGID) and hold IVGID, its officials, officers, employees, contractors, volunteers and agents free and harmless from and against any and all losses, claims, damages, or injuries to the License Area caused by or arising out of Licensee’s use of the Parking Area or this Agreement, expressly including, but not limited to, any storage or use of hazardous materials. Licensee shall be responsible for conducting, at its own expense, any clean-up and associated remediation that results from a release, escape, seepage, leakage, discharge, or migration, at or from the License Area, of any hazardous materials, whether or not such condition was known or unknown to Licensee. At the conclusion of the Term of this Agreement, Licensee shall be responsible for removing any stored materials, hazardous or otherwise, from the License Area, and returning the License Area to its original condition as of the commencement date of the Agreement. Notwithstanding anything to the contrary contained in this Section 3.8,

Licensee shall have no obligation to indemnify IVGID to the extent of any losses, claims, damages or injuries that may arise out of the gross negligence or willful misconduct of IVGID.

3.9 Insurance. Licensee shall maintain in full force and effect during its use of the License Area during the effective months of the Term: (a) commercial general liability insurance in the amount of \$3,000,000 per occurrence; and (b) property damage insurance in the amount of \$3,000,000. Licensee may satisfy these requirements partially or wholly through self-insurance and will provide IVGID with a letter to that effect. Such insurance shall name IVGID as an additional insured, shall be primary with respect to any insurance or self-insurance programs maintained by IVGID, and shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to IVGID. Proof of IVGID being named as an additional insured must be included as part of the submission of proof of insurance, which may include providing a statement to that effect in any letter of self-insurance. Licensee shall not commence use of the License Area until it has provided evidence satisfactory to IVGID that it has secured all insurance required under this section.

3.10 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

3.11 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.13 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

**IVGID:** Incline Village General Improvement District  
Attn: District Clerk  
893 Southwood Boulevard  
Incline Village, Nevada 89451


**LICENSEE:** NV Energy  
Land Resources  
Attn: Manager  
6100 Neil Rd., MS S4B20  
Reno, NV 89511

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at the applicable address.

3.14 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

SIERRA PACIFIC POWER COMPANY,  
a Nevada corporation d/b/a NV Energy

  
\_\_\_\_\_  
(Signature)

William Kruger  
Manager, Land Resources

061923  
\_\_\_\_\_  
Date

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT


Brad B.  
Underwood  
\_\_\_\_\_  
(Signature)

Digitally signed by Brad B.  
Underwood  
Date: 2023.06.20 16:12:26 -07'00'

Brad B. Underwood  
Director of Public Works

\_\_\_\_\_  
Date

**Reviewed as to Form:**

  
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Joshua Nelson  
District General Counsel

**EXHIBIT "A"**

**APPROXIMATE GRAPHICAL DEPICTION OF  
THE LICENSE AREA**

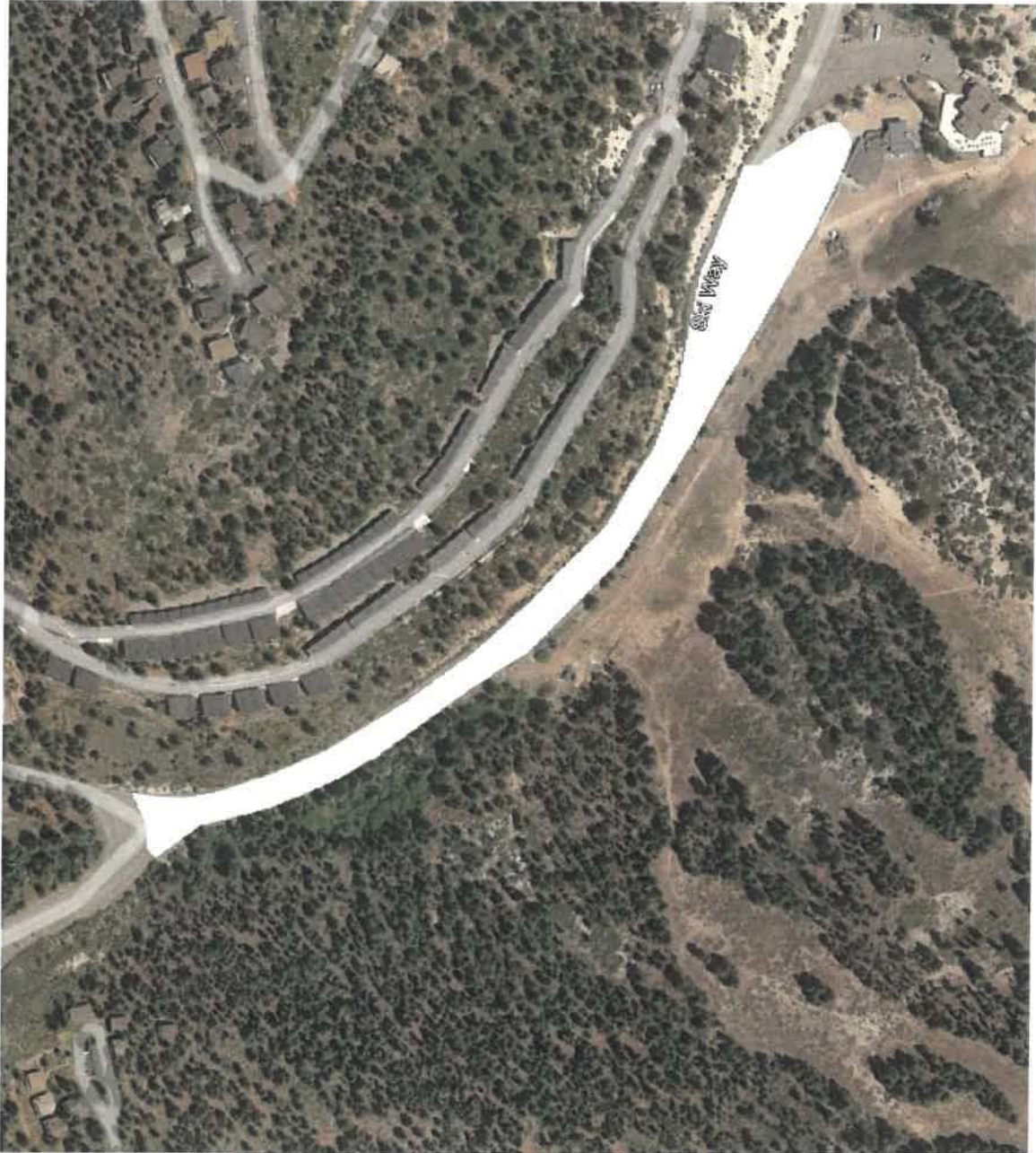


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**EXHIBIT "B"**

**APPROXIMATE GRAPHICAL DEPICTION OF  
THE PAVEMENT DEGRADATION AREA**



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