



**KINGSBURY GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES
MEETING NOTICE
AGENDA
SPECIAL MEETING
SNOW REMOVAL CONTRACT ACTIONS
WEDNESDAY, JANUARY 7, 2026**

A meeting of the Kingsbury General Improvement District Board of Trustees shall be held Wednesday, January 7, 2026 at the District office (160 Pine Ridge Drive, Stateline, NV, 89449), commencing at 5:00 p.m. The agenda and supporting material are available on the District website www.kgid.org under News & Notices. Copies of this agenda were posted 3 business days prior to the meeting at: The District Office, Stateline Post Office, Zephyr Cove Post Office, and Douglas County Lake Tahoe Administration Building.

Electronic copies of the agenda and supporting materials are also available at the following website: • State of Nevada Public Notices website: <https://notice.nv.gov/>

Remote attendance is welcomed. To offer public comment prior to the meeting, individuals may submit comments using the drop box located at the district office entrance, or email to the District Secretary.

- To provide public comment or attend the meeting by phone, **(669) 900-9128** - ID code **775-588-3548** passcode **5883548**. Although the phone line accommodates multiple callers, should you receive a busy signal, please call back.
- Public comment is limited to three minutes and occurs at the beginning and end of the meeting and invited during the Board's consideration of each action item, as well as before action is taken.

Join the meeting using the link below via Zoom:

<https://us02web.zoom.us/j/7755883548?pwd=UnF2YzBxb05Ya0pjWjRCNUNEMUFVZz09&omn=84196021065>

Meeting ID: 775 588 3548 Passcode: 5883548

MISSION STATEMENT

As a team, our employees and the Board of Trustees provide water and sewer service, maintain roads and drainage systems for the benefit of our customers using modern business systems in an efficient courteous, and accountable manner which surpass standards set for public health, safety, and the environment.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the district by calling 775-588-3548 at least one day in advance of the meeting.

ALL MATTERS ON THE BOARD AGENDA ARE SCHEDULED WITH POSSIBLE BOARD ACTION

AGENDA

5:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment**

This is the public's opportunity to speak on any topic pertinent to the District and not listed on this agenda. Public comments will also be invited during the Board's consideration of each action item, and before action is taken. Please limit your comments to three minutes. Nevada Open Meeting Law (NRS 241.034) prohibits action on items not listed on the agenda.

5. **Approval of Agenda: For Possible Action:** Items on the agenda may be taken out of order; two or more agenda items may be combined for consideration; and items may be removed from the agenda or discussion relating thereto delayed at any time.

NEW BUSINESS

6. **For Discussion and Possible Action:** Ratification of Mutual Termination Agreement with Lopez Home Enterprises, LLC (dba Lopez Snow Removal)
7. **For Discussion and Possible Action:** Approval of Snow Removal Contract with Manchester Ent. Inc.
8. **Announcements and Final Public Comment**
9. **For Possible Action:** Adjournment

KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #6

TITLE: RATIFICATION OF MUTUAL TERMINATION AGREEMENT WITH LOPEZ HOME ENTERPRISES, LLC (DBA LOPEZ SNOW REMOVAL)

MEETING DATE: January 7, 2026

PREPARED BY: Derek Dornbrook, General Manager

RECOMMENDED ACTION:

Consider ratification of the Mutual Termination Agreement with Lopez Home Enterprises, LLC, d/b/a Lopez Snow Removal, subject to final negotiation, legal review, and Board approval of the final written agreement, and provide direction to the General Manager regarding further revisions and execution.

BACKGROUND:

The District entered into a three-year snow removal services contract with Lopez Home Enterprises, LLC, d/b/a Lopez Snow Removal, effective September 30, 2025. The parties have since agreed, in principle, to pursue a mutual termination of the contract. This item is presented for Board consideration of the proposed termination agreement. Subsequent to staff's preparation of the draft agreement, Lopez Home Enterprises submitted proposed revisions for Board review and discussion.

INCLUDED:

- A. Draft Mutual Termination Agreement
- B. Proposed Revisions from Lopez Home Enterprises, LLC

FUND IMPACTED BY THE ABOVE ACTION:

- | | |
|---|---|
| <input type="checkbox"/> All Funds | <input type="checkbox"/> Not a Budget Item |
| <input type="checkbox"/> Water Fund | <input type="checkbox"/> Sewer Fund |
| <input type="checkbox"/> General Fund | <input checked="" type="checkbox"/> Snow Removal Fund |
| <input type="checkbox"/> Not Budgeted for | <input type="checkbox"/> Emergency Spending |



AGREEMENT

This Agreement is entered into and is effective this _____ day of January, 2026, by and between the Kingsbury General Improvement District (District), a political subdivision of the State of Nevada, and Lopez Home Enterprises LLC, dba Lopez Snow Removal, a Nevada limited liability company (Contractor), and is based upon the following facts and circumstances:

RECITALS

Whereas, District and Contractor entered into that certain Snow Removal Contract (SRC) on 30 September 2025 following a competitive award process; and

Whereas, both parties have partly performed their obligations under the SRC; and

Whereas, the term of the SRC was to be 1 October 2025 through 30 September 2028; and

Whereas, Contractor has performed no out-of-scope work for which it is entitled to compensation from District under the SRC; and

Whereas, on January 7, 2026, the District's board of trustees considered and approved this Agreement during a duly noticed meeting of the board, which Contractor was invited to attend; and

Whereas, District and Contractor each agree that the best interests of the District, the residents of the District and of Contractor would be served by the immediate termination of the SRC.

Now, therefor, the parties do hereby agree as follows:

WITNESSETH

1. The foregoing recitals are hereby incorporated as though set forth in full at this point.

2. Effective upon the complete execution of this Agreement the SRC shall be fully terminated, and each party's rights and obligations as set forth therein shall terminate, except as set forth herein. The Effective date is shown above; the Termination date and the Effective date shall be the same date.
3. Pursuant to informal interim agreement, Contractor's last day of work for District under the SRC was December 31, 2025.
4. District has paid Contractor all amounts to which Contractor is entitled under the SRC. Contractor agrees and confirms that District's financial obligations to Contractor under the SRC are satisfied.
5. Contractor shall remain responsible for any damages caused to District or other public or private property prior to the Termination date and shall indemnify, defend and hold District harmless therefrom. This provision shall survive the termination of the SRC.
6. As of the Termination date, neither party is aware of any damage to any property, public or private, caused by Contractor under the SRC. District shall have through and including July 31st, 2026, to identify any such damage and to make demand to Contractor therefore. Any damage discovered after the termination date that is reasonably attributable to snow removal activities performed by Contractor prior to the termination date shall be deemed damage caused by Contractor for purposes of this Agreement, regardless of when such damage is discovered.
7. District shall release all bonds posted by Contractor in District's favor. Contractor shall provide any forms or items necessary to allow District to do so.
8. Contractor shall remove any and all equipment, parts, materials and other personal property from District's operations yard or other District locations within ten (10) days of the Termination date. Any items remaining upon District property shall thereafter be deemed abandoned by Contractor.
9. District and Contractor both agree that with termination of the SRC neither party has any existing or continuing obligations to the other except as provided herein. Neither party will claim, assert, file or prosecute any action or claim against the other for damages of any type of kind which they may have otherwise had under the terms of the SRC except as provided herein.
10. The District hereby releases Contractor from any and all claims, demands, actions, or causes of action, whether sounding in contract, tort, or otherwise, known or unknown, which the District has or may have arising out of or relating to the Snow Removal Contract, except as expressly provided in this Agreement, including but not

limited to Contractor's obligations under Sections 5 and 6 of this Agreement. Nothing in this Section shall be construed to require the District to defend or indemnify Contractor.

11. Upon execution of this Agreement, District and Contractor, on their own behalf, and on behalf of their grantees, agents, representatives, heirs, devisees, trustees, assigns, assignors, attorneys, and or any other entities in which the Parties have an interest (collectively, the "Releasing Parties"), hereby agree to and do release and forever discharge the other Party and their past and present agents, attorneys, successors, heirs, and predecessors and successors in interest, (collectively, the "Released Parties") from all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys' fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever, whether known or unknown, whether presently existing or arising in the future, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory, or of any other jurisdiction, foreign or domestic, whether in law or in equity, which the Releasing Parties had or may claim to have against any of them. The Releasing Parties hereby acknowledge and agree that, except as to the obligations, terms and conditions expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to the Releasing Parties, in connection with or relating to the Released Claims or otherwise.
12. This Agreement has been crafted primarily by District's legal counsel. Contractor has had meaningful opportunity to review this Agreement prior to execution and has had the assistance of its own legal counsel. The parties agree that their joint preparation effort shall preclude any claim that this Agreement should be interpreted against the drafting party.
13. In the event of any disputes regarding this Agreement, the parties agree to first attempt to resolve such disputes through mediation, and if mediation is unsuccessful, to file and pursue such disputes exclusively in the Ninth Judicial District Court in Douglas County, Nevada, for resolution.
14. Each party shall remain solely responsible for its own costs and expenses related to this Agreement, including but not limited to attorney's fees. In the event of any

dispute related to this Agreement, the prevailing party will be entitled to receive, through court award, its reasonable attorney's fees, costs and litigation expenses.

15. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected.

Kingsbury General Improvement District

Lopez Home Enterprises LLC,
dba Lopez Snow Removal

By: _____
Derek Dornbrook, General Manager

By: _____
Jaime Lopez, Managing Member

ATTEST:

By: _____
District Clerk



AGREEMENT

This Agreement is entered into and is effective this ____ day of January, 2026, by and between the Kingsbury General Improvement District (District), a political subdivision of the State of Nevada, and Lopez Home Enterprises LLC, dba Lopez Snow Removal, a Nevada limited liability company (Contractor), and is based upon the following facts and circumstances:

RECITALS

Whereas, District and Contractor entered into that certain Snow Removal Contract (SRC) on 30 September 2025 following a competitive award process; and

Whereas, both parties have partly performed their obligations under the SRC; and

Whereas, the term of the SRC was to be 1 October 2025 through 30 September 2028;and

Whereas, Contractor has performed no out-of-scope work for which it is entitled to compensation from District under the SRC; and

Whereas, on January 7, 2026, the District's board of trustees considered and approved this Agreement during a duly noticed meeting of the board, which Contractor was invited to attend; and

Whereas, District and Contractor each agree that the best interests of the District, the residents of the District and of Contractor would be served by the immediate termination of the SRC.

Now, therefor, the parties do hereby agree as follows:

WITNESSETH

1. The foregoing recitals are hereby incorporated as though set forth in full at this point.

2. Effective upon the complete execution of this Agreement the SRC shall be fully terminated, and each party's rights and obligations as set forth therein shall terminate, except as set forth herein. The Effective date is shown above; the Termination date and the Effective date shall be the same date.
3. Pursuant to informal interim agreement, Contractor's last day of work for District under the SRC was December 31, 2025.
4. District has paid Contractor all amounts to which Contractor is entitled under the SRC. Contractor agrees and confirms that District's financial obligations to Contractor under the SRC are satisfied. The Contractor does not owe District any refund or any payment for any costs incurred by District.
5. Contractor shall remain responsible for any-property damages caused to District or other public or private property prior to the ~~Termination-date~~December 31, 2025 and shall indemnify, defend and hold District harmless therefrom. This provision shall survive the termination of the SRC.
6. As of the Termination date, neither party is aware of any damage to any property, public or private, caused by Contractor under the SRC. District shall have through and including ~~July-January 23~~January 21st, 2026, to identify any such damage and to make demand to Contractor therefore. Any damage discovered after the termination date up to and including January 21, 2026 that is reasonably attributable to snow removal activities performed by Contractor prior to ~~the termination-date~~December 31, 2025 shall be deemed damage caused by Contractor for purposes of this Agreement. ~~regardless of when such damage is discovered.~~
7. District shall release all bonds posted by Contractor in District's favor. Contractor shall provide any forms or items necessary to allow District to do so.
8. Contractor shall remove any and all equipment, parts, materials and other personal property from District's operations yard or other District locations within ten (10) days of the Termination date. Any items remaining upon District property shall thereafter be deemed abandoned by Contractor.
9. District and Contractor both agree that with termination of the SRC neither party has any existing or continuing obligations to the other except as provided herein. Neither party will claim, assert, file or prosecute any action or claim against the other for damages of any type of kind which they may have otherwise had under the terms of the SRC except as provided herein.
10. The District hereby releases Contractor from any and all claims, demands, actions, or causes of action, whether sounding in contract, tort, or otherwise, known or unknown, which the District has or may have arising out of or relating to the Snow Removal Contract, except as expressly provided in this Agreement, including but not

limited to Contractor's obligations under Sections 5 and 6 of this Agreement. Nothing in this Section shall be construed to require the District to defend or indemnify Contractor.

11. Upon execution of this Agreement, District and Contractor, on their own behalf, and on behalf of their grantees, agents, representatives, heirs, devisees, trustees, assigns, assignors, attorneys, and or any other entities in which the Parties have an interest (collectively, the "Releasing Parties"), hereby agree to and do release and forever discharge the other Party and their past and present agents, attorneys, successors, heirs, and predecessors and successors in interest, (collectively, the "Released Parties") from all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys' fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever, whether known or unknown, whether presently existing or arising in the future, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory, or of any other jurisdiction, foreign or domestic, whether in law or in equity, which the Releasing Parties had or may claim to have against any of them. The Releasing Parties hereby acknowledge and agree that, except as to the obligations, terms and conditions expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to the Releasing Parties, in connection with or relating to the Released Claims or otherwise.
12. This Agreement has been crafted primarily by District's legal counsel. Contractor has had meaningful opportunity to review this Agreement prior to execution ~~and has had the assistance of its own legal counsel. The parties agree that their joint preparation effort shall preclude any claim that this Agreement should be interpreted against the drafting party.~~
13. In the event of any disputes regarding this Agreement, the parties agree to first attempt to resolve such disputes through mediation, and if mediation is unsuccessful, to file and pursue such disputes exclusively in the Ninth Judicial District Court in Douglas County, Nevada, for resolution.
14. Each party shall remain solely responsible for its own costs and expenses related to this Agreement, including but not limited to attorney's fees. In the event of any

dispute related to this Agreement, the prevailing party will be entitled to receive, through court award, its reasonable attorney's fees, costs and litigation expenses.

15. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected.

Kingsbury General Improvement District

Lopez Home Enterprises LLC,
dba Lopez Snow Removal

By: _____
Derek Dornbrook, General Manager

By: _____
Jaime Lopez, Managing Member

ATTEST:

By: _____
District Clerk

KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #7

TITLE: APPROVAL OF SNOW REMOVAL CONTRACT WITH MANCHESTER ENT. INC.

MEETING DATE: January 7, 2026

PREPARED BY: Derek Dornbrook, General Manager

RECOMMENDED ACTION:

Approve the snow removal services contract with Manchester Enterprises, Inc., for the specified term, subject to review and approval by District legal counsel and incorporation of any revisions directed by the Board, and authorize the General Manager to execute the agreement and related documents upon completion of legal review.

BACKGROUND:

In order to ensure continuity of snow removal services following the mutual termination of the prior contract, the District has negotiated a proposed snow removal services agreement with Manchester Enterprises, Inc. This item is presented for Board consideration of approval of the contract.

INCLUDED:

- A. Snow Removal Services Contract – Manchester Enterprises, Inc. (District Draft with Proposed Revisions)
- B. Manchester Letter Regarding 2022-2025 (3) Year Snow Removal Contract
- C. 2022 Equipment Hourly Contract Rates
- D. Memorandum of Understanding between KGID and TDFPD
- E. Snow Removal Costs and Average Past 10 Years Worksheet

FUND IMPACTED BY THE ABOVE ACTION:

- | | |
|---|---|
| <input type="checkbox"/> All Funds | <input type="checkbox"/> Not a Budget Item |
| <input type="checkbox"/> Water Fund | <input type="checkbox"/> Sewer Fund |
| <input type="checkbox"/> General Fund | <input checked="" type="checkbox"/> Snow Removal Fund |
| <input type="checkbox"/> Not Budgeted for | <input type="checkbox"/> Emergency Spending |



KINGSBURY GENERAL IMPROVEMENT DISTRICT

SNOW REMOVAL CONTRACT

Term: January 7, 2026, to September 30, 2028

THIS CONTRACT is entered into this _ day of _____ 2026, by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as "District" and Manchester Ent. Inc. hereinafter referred to as "Contractor".

This agreement is made with reference to the following facts which are deemed a material part of this contract:

RECITALS

The District is organized pursuant to N.R.S. Chapter 318 and has powers to maintain certain public roads within its boundaries, including the removal of snow.

The District, after public notice by advertisement for Request For Proposals (RFPs) for snow removal and review of said Proposals at a duly noticed public meeting, accepted the Proposal of Contractor, as in the best interest of the District.

Contractor's Proposal is attached as Exhibit "B".

NOW THEREFORE, IT IS AGREED by and between the Contractor and the District as follows:

I. Scope of Work and Contract

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the District directs Contractor to plow, as set forth in the General Conditions and Specifications, **Exhibit "A"**; Contractor's Proposal, **Exhibit "B"** hereof, dated August 29, 2025; Contractor's Qualification Statement, **Exhibit "C"**; and District Map, **Exhibit "D"** each attached hereto and incorporated herein by reference. All exhibits are an integral part of this Contract. In the event of any inconsistency between the provisions of **Exhibit "A"** and **Exhibit "B"**, the provision of **Exhibit "A"** shall control.

II. Time of Performance

This Contract shall become effective on January 7, 2026, and shall continue through September 30, 2028, a term of **three (3)** years. Upon Contractor's satisfactory performance this contract may be extended **annually** thereafter, upon mutual consent and continued performance.

III. Payments

Payments shall be made to the Contractor for said work performed at the time and in the manner provided in the General Conditions and Specifications.

IV. Independent Contractor

It is understood and agreed by and between the parties hereto that the Contractor shall perform this Contract as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Contract be in any way construed to constitute the Contractor, or any of the Contractor's employees or agents, as the agent, employee or representative of the District.

V. Contractor's Representations

In order to induce District to enter into the Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and is familiar with and is satisfied as to the General, Local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
5. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. Due to a due to a natural snowfall event that occurred prior to mobilization and the execution of this Contract, the Contractor was unable to fully inspect or observe existing Site conditions. As a result, certain pre-existing Site conditions or concealed conditions may not have been visible or reasonably discoverable at the time of inspection. Although Contractor is familiar with work Site, Contractor further acknowledges that a previous Contractor performed work at the Site before the Contractor's engagement. The Contractor expressly disclaims responsibility for any defects, damage, delays or performance impacts arising from concealed conditions or the acts or omissions of prior Contractors. Notwithstanding the foregoing, the Contractor shall be responsible for any new accidents or damage directly caused by Contractor's operations and reported by the Contractor to the District from the date of the execution of this Contract forward.

VI. Indemnification and Hold Harmless

The Contractor assumes all Liability and agrees to indemnify, protect and hold the District harmless from all liability and expense on account of claims, suits and costs growing out of

or connected with operations by the Contractor and the Contractor's employees and agents under this Contract; provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Any and all provisions of this Contract by which the Contractor agrees to indemnify and hold the District harmless shall be construed to apply under all working conditions and to all stationary or mobile locations where work is to be performed regardless of the hazards and dangers to persons or property, whether disclosed or undisclosed.

The Contractor shall indemnify and hold the District harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment or decree and any expenses connected therewith, including reasonable attorney's fees for or on account of the violation of any statute, ordinance, building code or regulations, or for any property damages, or for personal injury or death to any person, including contractors, employees or agents, which may arise from the work or operations of Contractor under this Contract.

Contractor is limited to the extent of Contractor's negligence notwithstanding anything to the contrary in the Agreement.

VII. Compliance with Laws

The Contractor agrees to observe and promptly comply with, at the Contractor's own expense, all present, amended, and future applicable federal, state and local laws, ordinances, rules and regulations, including safety and hazardous materials laws and regulations of any governing authority, and including any applicable licensing requirements and regulations for the payment of sales and use taxes on equipment, materials and supplies necessary to perform under this Contract.

VIII. Right of Inspection

District reserves the right, with prior arrangement, to inspect the equipment and materials the Contractor uses for snow removal and de-icing under this Contract. District inspection does not imply compliance with environmental, DOT or other regulations pertinent to this activity.

IX. Assignment

Neither this Contract nor any interest therein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties without the express written approval of the District. Contractor may not subcontract any portion of this Contract or its obligation without the District's prior written consent.

X. Dispute Resolution

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under this Contract, the parties shall first engage in mediation, initiated by the written request of any party. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Douglas County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation,

and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs.

XI. Attorney Fees

In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

XII. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to the District:

Derek Dornbrook, General Manager or
Judy Brewer, Admin. & H.R. Supervisor
Kingsbury General Improvement District
160 Pine Ridge Drive
Post Office Box 2220
Stateline, Nevada 89449

If to the Contractor:

Charlena Manchester,
Manchester Enterprises, INC
Post Office Box 2275
Stateline, Nevada 89449

XIII. Severability

The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected or impaired thereby.

XIV. Integration

This Contract with exhibits incorporated and part thereof, **Exhibit "A"** - General Conditions & Specification; **Exhibit "B"** - Contractor's Proposal; **Exhibit "C"** - Contractor's Qualification Statement and **Exhibit "D"** - District Map contains and constitutes the entire contract by and between the parties hereto and supersedes any and all prior written or oral agreements, express or implied, involving that which is the subject matter of this Contract.

IN WITNESS WHEREOF

District has caused this Contract to be executed by its officers, duly authorized, and Contractor has subscribed same this _____ day of January, _____

KINGSBURY GENERAL IMPROVEMENT DISTRICT

BY _____

Derek Dornbrook, General Manager

ATTEST:

BY _____

MANCHESTER ENTERPRISES, INC

BY _____

CHARLENA MANCHESTER, Secretary and Treasurer of
Manchester Enterprises, Inc

EXHIBIT "A"

GENERAL CONDITIONS AND SPECIFICATIONS FOR THE KINGSBURY GENERAL IMPROVEMENT DISTRICT CONTRACT FOR SNOW REMOVAL

I. SCOPE OF WORK:

The work to be done under this Contract consists of performing snow plowing of streets, the application of de-icing and/or anti-icing materials to streets, the removal of snow from in front of and around fire hydrants and related tasks. Plow operations are **considered** deficient and unacceptable if they result in **priority** fire hydrants being inaccessible by first responders. Contractor will refrain from plowing berms in front of or on top of hydrants to the best of their ability. The need for snow removal varies depending on hydrant riser height. Rather than clear snow removal after a set number of inches of snowfall, removal shall be required only when snowfall, berms, or cutter discharge begins to hinder access or operation of the hydrant. **District understands that during Storm Events, it is inconceivable to ensure that all hydrants will be fully accessible, but Contractor assures District that to the best of the Contractor's ability it will minimize snow accumulation in front of hydrants. Contractor assures District that priority first responder ready hydrant access will commence and be completed with 48 hours of a storm event. Secondary hydrants will be completed after the priority hydrants have been cleared.** Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All **additional** required natural snowfall removal from hydrants shall **commence** within 24 hours of notification **from the District, as approved by District staff and to be billed on a time and material basis. Contractor's operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around such at contractor's expense.** Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work.

II. LOCATION OF WORK:

The work shall be accomplished on streets maintained by the District within its boundaries. Kingsbury Grade, State Route 207, is maintained by the Nevada Department of Transportation and is not a part of this Contract. At the direction of District, some private roads within the District may be plowed under provisions of this Contract to allow District to access its service infrastructure.

Contractor and Contractor's operators are responsible for familiarizing themselves with District's roads and adjacent properties, including all hazards. District will provide, install and maintain road markers and snow stakes at its expense. Contractor will assist District as

requested in determining where markers should be placed to protect property and operators. Contractor, to the best of their ability and knowledge, will advise District of missing or damaged markers throughout the term of this Contract. The District will have the final determination of placement of markers, however, Contractor shall not be responsible for any and all damages caused by impact if the District failed to properly mark agreed upon markers pursuant to local and National Fire Code or were advised by Contractor in a prior determination of missing markers and/or failed to install said markers.

III. PREVAILING WAGES AND CONTRACT:

Prevailing wages are not required under this Contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish annually a Performance Bond and a Payment Bond, each in the amount of \$300,000, for the term of this Contract. Such bonds shall be in a form approved by the District and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339.

After Contractor has satisfactorily performed snow removal for the District for two (2) or more consecutive years, the District may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on **June 1**. Retention will be held during each contract year for which bonds are not provided.

V. LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of each, shall be appropriately licensed to perform all work under this Contract. The Contractor shall hold and maintain, throughout the term of this Agreement, a valid and current **State of Nevada contractor's license**, in good standing, issued by the Nevada State Contractors Board, as required to perform the services contemplated under this Agreement, and shall comply with all applicable local, state, and federal laws and regulations governing its work for the District.

If circumstances arise during performance of this Contract that require services outside the Contractor's licensing authority, the Contractor shall immediately notify the District so that the District may arrange for performance of such services, in which case the District shall coordinate and supervise the work. The Contractor shall ensure that all persons operating equipment under this Contract are properly trained and licensed, as applicable, for the equipment they operate and the tasks they perform.

VI. SUBCONTRACTORS:

Except with prior written authorization of the District, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the District.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible for the superintendence of the work and for its safety and progress. The District shall notify the Contractor's authorized representatives when, in the opinion of the District, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows the District to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise District of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS

The District will furnish the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Secondary sanding routes shall be sanded only at the direction of the District. It is the District's goal to balance safety of the traveling public, expense and environmental concerns of the snow plowing activity on its roadways by minimizing unnecessary sanding efforts. However, public safety is the dominant factor.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the District in writing and specifically detail any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. DISTRICT'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, District may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the rates specified by this Contract incurred by District, whether resulting from District's efforts or those of a third party.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform effective snow removal, provide adequate quality sand and salt or perform de-icing to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the District, or otherwise be guilty of a substantial or material breach or violation of any provisions of this Contract, then the District may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the District terminates the Contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the rates specified by this Contract for the balance of the Contract term.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

NRS 332.065, Subsection 3. states "If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the Contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may re-award the Contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Re-awarding the Contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract." District may elect to exercise this right in the event of Contractor's uncured default.

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the District as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any District approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide District certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the District. In case of the breach of any provision of this Article, the District, at its option, may take out and maintain at the expense of the Contractor such insurance as the District may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. Comprehensive General Liability Insurance: The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury, sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract.

Included in such insurance will be contractual coverage sufficiently broad to ensure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the District and each of its officers, agents, and employees.

B. Workers' Compensation Insurance: The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein, and on an annual basis thereafter, furnish to the District a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. Automobile Liability: The Contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XVIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the District and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract; **provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Contractor is limited to the extent of Contractor's negligence not withstanding anything to the contrary in the contract.**

XIV. PRESERVATION OF PROPERTY:

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, fire hydrants, trees, shrubbery, fences, signs, mailboxes, driveways, survey marks and monuments, buildings and structures, the District's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's negligent operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "District's property". When delineation is damaged beyond repair **by contractor** and new delineation has to be installed, the cost of the delineation will be the Contractor's

responsibility.

On or before September 1, of each contract year, the Contractor shall notify District, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its operators or damage to its equipment. District will repair, eliminate or mitigate such hazards upon adequate notice. If District fails to repair, eliminate, or mitigate such hazards and causes injury to Contractor's operators or damage to Contractor's equipment, then District, at its own expense, will be responsible for such repairs and injuries in their entirety.

XV. ACCIDENTS:

The Contractor shall promptly report in writing to the District all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the District by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim. "Promptly report" is defined as within one business day.

XVI MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the District of the proposed substitutions. No substitutions may be made without prior written approval of the District.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked, and quantities and costs of materials for de-icing and fuel. All records shall be available to District during regular business hours upon reasonable prior notice.

XVIII. CONSIDERATION AND PAYMENT:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance of its employees.

For its services, Contractor shall be paid an Annual Minimum Payment Guarantee of Five Hundred Thousand Dollars and no cents (\$500,000.00) per plow season contracted with District beginning with the 2025-2026 Season; continuing with the 2026-2027 plow season; and the 2027-2028 plow season, then an option to extend annually thereafter, upon mutual consent and continued performance. Each season the annual extension is exercised, the same guarantee will apply to each additional plow season.

ECONOMIC PRICE ADJUSTMENT. Proposed pricing shall remain firm for the first twelve months following the Effective Date of Agreement. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter during the initial three- year term, and any extension, the Contractor may request an annual

price adjustment of up to three (3%) on its Hourly Rates, to reflect the increases in the cost of providing services, including but not limited to labor, fuel, equipment, materials, insurance, qualified staff, and regulatory compliance. Any request for adjustment must be submitted in writing to the District no less than sixty (60) days prior to the applicable anniversary date and must include reasonable supporting documentation. All requested adjustments are subject to review and written approval by District's Board of Trustees or its authorized designee, in accordance with District policies and applicable Nevada law. No adjustment shall be effective unless approved in writing by the District. Approved adjustments shall apply prospectively only and shall not exceed the stated annual percentage cap.

~~The annual flat rate contract amount is "all inclusive," meaning that no other fees or charges of any type or kind will be demanded by Contractor for services under this Contract, or paid by District unless agreed upon in writing or otherwise provided for herein. Efforts and matters included in the flat rate include, by way of example and not limitation, any and all equipment necessary to properly complete the Contractor's duties hereunder, labor, insurance, permits, disposal, storage, hauling, sand, salt, brine, subscriptions, recordkeeping and reporting.~~

Contractor may submit invoices as soon as possible after a snow event, and at least once monthly by the 10th of the month for work performed the previous month. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for snow removal, sanding and checking roads to determine if plowing /sanding is needed and shall be made for each load or partial load of sand/salt mix applied to roads. Partial hours shall be documented and paid for (1/4) hour increments. In support of billing Contractor shall supply time records showing date, operator name, general location of plowing and sanding, equipment used, hours of work, a measurement of sand/salt used and fuel invoices if a surcharge is included in the invoice.

Payment shall be made to contractor within fifteen days of receipt of an invoice, subject to verification by District of work performed.

De-icing or anti-icing materials, including salt/sand mix shall be paid for as used by the Contractor for the benefits of the district and shall be billed at Contractor's documented cost for materials, hauling, mixing, loading, and storage. Records of total quantities and areas of application must be provided to the District with each pay request.

~~Contractor shall maintain records of all its work, materials, labor and expenses utilized in the performance of this Contract and will share same with District each and every month for informational and statistical purposes.~~

It is reasonably foreseeable that Contractor may be called upon by District to perform additional work for District's benefit which falls outside the scope of work identified in this Contract. Such services shall only be performed pursuant to a written direction by District and acceptance by Contractor. In such cases the following payment protocols will be observed and followed by the parties.

For out-of-scope work, Contractor may submit invoices immediately after the work is performed. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for the out-of-scope tasks. Partial hours shall be documented and paid for in (1/ 4) quarter hour increments. In support of each billing, Contractor shall supply time records showing date, driver's name, general location of work performed, nature of the work performed, equipment used, hours of work, a measurement of materials used, if any, and fuel invoices if a fuel surcharge is permitted.

Payment shall be made to Contractor within fifteen days of receipt of an out-of-scope invoice, subject to verification by District of work performed.

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Claims filed or reasonable evidence indicating probable filing of claims.
2. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
3. Failure of the Contractor to repair damage to private property or in right-of-way.
4. Failure to maintain or repair required equipment to meet performance requirements.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties on snow removal or sanding shall be directed to District first, which will notify all potential claims to the Contractor in order for the Contractor to do their due diligence of inspection. District to provide determination as to whether claim is valid or not valid to Contractor.

Operators shall not enter into discussions with the public, and shall instead refer such persons to the District's designated representative.

District and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the District representative of such impeding vehicles.

XX. ANNUAL MINIMUM PAYMENT GUARANTEE:

Unless this Contract is terminated as set forth herein, the District will guarantee an Annual Minimum payment of Five Hundred Thousand Dollars and no cents (\$500,000.) On October 1 of each contract year, District will advance to Contractor the sum of Fifty Thousand Dollars and no cents, due at the beginning of each plow season on October 1st. The balance due on the Annual minimum guarantee will be paid in (5) five monthly payments of Ninety Thousand Dollars and no cents (\$90,000.00) due during the months of November through March. Contract extensions will be considered as an extension of the third year of the contract. Alternative payment details negotiable with the District.

XXI. SNOW REMOVAL AND DE-ICING PROCEDURES:

A: PROCEDURES

Contractor shall perform snow removal and sanding on designated streets maintained by the District and on private roads within District boundaries that are designated by the District.

1. Unless District notifies Contractor otherwise, plowing operations shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of North Benjamin and Kingsbury Grade. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the District.
2. Contractor shall ensure school bus routes are free of snow and apply de-icing materials prior to the normal travel time of school buses and, when conditions permit, by 7 a.m. if the snow is at or over three (3) inches deep.
3. De-icing ("sanding") shall be done on streets designated by the District before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. District shall designate Primary and Secondary Sanding Routes. Secondary sanding routes shall only be sanded with approval of the District Representative or designate. Areas not identified as Primary or Secondary shall only be sanded at the direction of the District Representative or designate. District reserves the right to reduce or expand the routes based on operational requirements.
 - b. Type "D" Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.
 - c. The District shall designate the application rate, width and symmetry of

sand application.

- d. The District shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - e. The District shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. Plow operations are ~~considered~~ deficient and unacceptable if they result in ~~priority~~ fire hydrants being inaccessible by first responders ~~within 48 hours of a storm event. District understands that during Storm Events, it is inconceivable to insure that all hydrants will be fully accessible, but Contractor assures District that to the best of the Contractor's ability it will minimize snow accumulation in front of hydrants. Contractor assures District that priority first responder ready hydrant access will commence within 48 hours after a storm event. Secondary hydrants will be completed after the priority hydrants have been cleared. Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders within a reasonable timeframe after a Snow Event. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access.~~
 5. Operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around said hydrants such that they are accessible by first responders. Contractor shall assume responsibility for any snowplow damage to said fire hydrants and shall indemnify and hold District harmless for damages to said hydrants or any claim resulting from Contractor removing snow from said fire hydrants. ~~District is responsible for clear hydrant marking compliant with local and National Fire Code. District, with input from Contractor, will endeavor to reliably mark hydrant locations.~~
 6. Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All required ~~additional~~ hydrant snow removal shall ~~commence~~ within 24 hours of notification, as determined by District staff. ~~Billing for additional hydrant natural snow removal will be billed on a time and material basis.~~
 7. A rotary snow blower shall be used in such areas as are designated by District, with District authorization prior to each use.
 8. District reserves the right to perform limited plowing (up 25% of the plowing work). If District plows, District shall coordinate its efforts with Contractor so that the work is not overlapped. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will plow, specific days and times that the District will take responsibility for plowing, and when the Contractor shall resume plowing and/or sanding responsibilities for those specific streets. Contractor shall not be liable for damage caused by District plowing efforts. District's supplemental plowing shall

not affect the Contractor's payment. District to immediately notify contractor as to any damages District or it's employees may cause due to District plowing.

District will perform anti-icing operations within specific areas of the District. District shall coordinate such efforts with Contractor. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will perform anti-icing operations, specific days and times that the District Work will be performed, and when the Contractor shall resume anti-icing responsibilities for those specific streets. Contractor shall not be liable for damages resulting from District's anti-icing operations. Contractor shall be responsible for the overall safety of the roads at all times and has complete authority to do what is necessary to protect that safety and provide for the liability this statement requires. Contractor is limited to the extent of Contractor's negligence not withstanding anything to the contrary in the contract.

9. When practical, loader and plow truck blades shall be turned away from driveways, intersections, and fire hydrants to reduce or eliminate berms. Intersection berms shall be cleared regularly during and immediately after a storm.

B: EXCESSIVE WINTER DE-ICING MATERIALS/ ABRASIVES USAGE

1. The District has determined the amount of winter de-icing materials/abrasives required to complete each route based on normal rate of application and even coverage.
2. Contractor shall utilize best efforts to comply with District's determinations as to amounts of products mentioned in the previous paragraph, and will avoid excessive application of de-icing materials and abrasives. This is necessary for Lake Tahoe clarity concerns.
3. Should the winter de-icing material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter de-icing materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the District and shall do the following:
 - a. Should the Contractor have a spare spreader; the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The District and Contractor shall agree on the time required to make the switch safely.
4. If the Contractor does not have a spare spreader, District may permit the Contractor to use the out of calibration spreader on the current winter event.
5. The out-of-calibration spreader shall be re-calibrated and available within twenty-four (24) hours or other District and Contractor agreed upon time frame.
6. The Contractor shall ensure that the actual volume of winter de-icing materials used is included in daily reports. This shall be reported in cubic yards.
7. Upon completion of an assigned route the Contractor shall return any unused winter de-icing materials to its place of origin and again shall ensure that the actual cubic yard volume of winter de-icing materials used is included on the daily reports.

8. The Contractor shall be aware that large or foreign objects may exist in the de-icing materials. The Contractor shall take such precautions to prevent damage to its equipment and public from such objects. District will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

A. MINIMUM EQUIPMENT REQUIRED.

Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of District and will be documented with an amendment to this Contract Other equipment and hourly rates (if applicable) may be listed (will not be included in determining the rate for bidding) but could be made available by the Contractor for use under this Contract as approved by the District. Minimum equipment required, when not available during a snow event may be

cause for a deduction of payment (at the rate specified in the bid) unless suitable substitution has been approved by the District.

1. **Five (5)** fully chained wheel loaders with 10 to 14-foot snow blades and/or plow with wings and a minimum of three **(5) five**-cubic yard buckets.
2. Two (2) large rotary snow blowers with minimal capacity each of 2500 tons per hour. And three (3) small rotary snow blowers with capacity of approximately 600 to 1000 tons per hour. Blowers may be loader-mounted.

Plowing/Sanding and Salting units as specified;

1. **Three (3)** Spreader trucks with 4x4 drive wheels chained with 3 cubic yard spreader box/ hopper.
2. One (1) Brining truck must have both pre-wetting and anti-icing capability and be equipped with a minimum liquid tank capacity of 300 gallons.
3. One (1) **Foreman** Support truck for fuel, chains, hoses and backup spreader. May include plow.

All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture.

Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. All must be suitable to be fitted with GPS sensors for spreader on/off protocol.

Any plow trucks will be fitted with prescribed vehicle tracking system modules. Contractor is responsible for use, maintenance, and security of these tracking units. The GPS unit is connected to the electronic wiring harness system of the vehicle. Detailed information on the current system being used can be found at <http://www.networkfleet.com> The District will pay the monthly monitoring charges. The District will allow the Contractor limited access to various functions within the software and to generate reports. Alternative tracking systems may be substituted upon agreement between District and Contractor.

Equipment not meeting the above requirements will be rejected. Within the provisions of this Contract and upon mutual agreement the Contractor may make equipment available to complete other District assignments which the Contractor is licensed and qualified to perform.

XXIII. DE-ICING AND ANTI-ICING MATERIALS:

- A. Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio not to exceed 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, District, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.
- B. District may seek to explore de-icing and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding/de-icing/anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. District reserves the right to bring the sanding component of the Contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to Contractor.
- C. QA/QC: Contractor shall allow the District to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

- A. Contractor must provide his own equipment staging and material storage area at Stateline, Nevada or at another nearby (within two miles of District boundaries) District-approved site. Contractor is required to operate and maintain the yard in compliance with applicable State and Federal laws.
- B. Contractor may use the District's Operations Yard to stage equipment and material. Contractor shall operate and maintain the yard consistent with all applicable laws and ordinances. Contractor's use of the District Operations Yard shall not interfere with District's use thereof.

XXV. DEFINITIONS:

- A. SANDING means the application of de-icing abrasives by pre-wetting a sand and salt mixture as it is applied during and after storm events.
- B. ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event.
- C. DE-ICING means Application of 23% salt brine and salt after a storm event.

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- A. Moisture content shall not be in excess of 5% of the weight of the material delivered.
- B. Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- C. The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

<u>SIEVE SIZE</u>	<u>PERCENTAGE PASSING</u>
#4	93%-100%

#8	40%-80%
#16	15%-60%
#SO	0%-20%

#100	0%-4%
#200	0% - 2.5%

"Percent Fines" means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (AASHTO) "Standard Method for Sieve Analysis of Fine and Coarse Aggregates," designation 136-84a or AASHTO Designation T27.

"Durability Index" means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

"Loss by Abrasion" means the percent loss of weight as determined by using AASHTO "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the Los Angeles Machine", Designation AASHTO T-96.

Exhibit B
BID FORM

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT PROPOSAL**

The undersigned proposer declares that he/ she has examined the Information for Bidders, Snow Removal Contract, General Conditions & Specifications (Exhibit "A"), completed the Contractor's Qualification Statement (Exhibit "C") and examined the roadways shown on the District Map (Exhibit "D"). The undersigned has full and complete knowledge of the work specified; of the hazards existing in the work area; and the terms of the contract. Proposer agrees that if its bid is accepted as submitted herewith, he/ she will promptly enter into a contract with Kingsbury General Improvement District and will supply all equipment, labor and materials as offered in its proposal to the full compliance with the specifications. Upon satisfactory completion of all other elements of this proposal and ability to serve the District, the award will be determined based upon the most responsive and responsible proposal and the interests of the District.

All required documents must be signed and returned. Page two of *this* exhibit must be initialed by submitting official to be deemed complete.

PROPOSER'S INFORMATION:

COMPANY NAME _____

ADDRESS: _____

PHONE: _____ FAX: _____

Signature of Proposer

Date

Printed Name

Title

Location(s) of staging yard, fuel and materials storage area:

Kingsbury General Improvement District
Bid Form - Contract for Snow Removal
Page Two

Required Equipment Listing

<u>Item</u>	<u>Make</u>	<u>Size or Capacity</u>	<u>Rate per Hour</u>
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Large rotary snow blower			
Large rotary snow blower			
Small rotary snow blower			
Small rotary snow blower			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Support truck (1 ton) with blade			
TOTAL			

Additional equipment available to district

MANCHESTER ENT. INC.

PO BOX 2275, STATELINE, NV 89449 (775) 588-2842

June 9, 2025

KGID

PO Box 2220

Stateline, NV 89449

RE: 2022-2025 Seasonal (3) Year Snow Removal Contract

To Whom It may Concern:

With much regret due to rising inflation costs (Insurance, Fuel, & Labor), we need to either re-negotiate our seasonal contract guarantee option or not exercise our option of extending our current 2022-2025 Snow Removal Contract beyond the (3) original years.

We are open to a negotiation of altering the current guarantee but leaving the 2022 equipment hourly contract rates. The 2022 equipment rates are significantly lower than our standard 2025 rates. The reduced guarantee is not conducive for current inflation rates and MEI is now, currently, operating from a loss from last year's snow removal season.

We are letting you know now, as opposed to contract end, in order to allow time for KGID to request bids in time for new season. Please let me know which option KGID would be open to.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Charlena Manchester', is written over a light blue horizontal line.

Charlena Manchester

Owner

Exhibit B
BID FORM

KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT BIDDING
August 23, 2022 10:00 AM

The undersigned bidder declares that he has examined the Information for Bidders, Snow Removal Contract, General Conditions & Specifications (Exhibit "A"), completed the Contractor's Qualification Statement (Exhibit "C") and examined the roadways shown on the District Map (Exhibit "D") and has a full and complete knowledge of the work specified and the terms of the contract. Bidder agrees that if its bid is accepted as submitted herewith, he/she will enter into a contract with Kingsbury General Improvement District within fifteen days of Notice of Award and will supply all equipment, labor and materials as offered in this bid to the full compliance with the specifications. Upon satisfactory completion of all other elements of this proposal and ability to serve the district, the award will be determined based upon the total required equipment cost per hour.

All required documents must be signed and enclosed, also page two of this exhibit must be initialed by submitting official to be deemed complete.

BIDDER'S INFORMATION:

COMPANY NAME Manchester Ent Inc.

ADDRESS: 201 Manor Drive Stateline NV 89449

PHONE: 775 588 6089 FAX: 775 588 - 1627

NEVADA STATE CONTRACTOR LICENSE NO. 17085A CLASS A

LICENSE MONETARY LIMIT 550,000 (450,000 & 100,000)

Charlene Manchester
Signature of Bidder

8/21/2022
Date

Charlene Manchester
Printed Name

Sec / Treas
Title

Location(s) of staging yard, fuel and materials storage area:

270 Logging Road Lane
Stateline NV 89449

Kingsbury General Improvement District
 Bid Form - Contract for Snow Removal
 For Bid Opening August 23, 2022
 Page Two

Required Equipment Listing

Type	Make	Size or Capacity	Rate/ Hour
* Wheel loader	Hitachi	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader	Hitachi	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader (2)	Case 821	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader (2)	Case 721	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader	Hyundai	Snow Blade / 5 cyd	175 ⁰⁰
Large rotary snow blower	Idaho Norland	500 tons per hour	325 ⁰⁰
Large rotary snow blower	Meliga Loader Mount Snowblower	500 tons	325 ⁰⁰
Small rotary snow blower (3)	Bobcat Trackless	250 tons per hour	200 ⁰⁰
Small rotary snow blower	Unimog Snow Blower	500 tons per hour	250 ⁰⁰
Spreader/Snowplow Combination Truck	(3) Mack 6wht Trucks	7 cyd sand	150 ⁰⁰
Spreader/Snowplow Combination Truck	(2) Oshkosh 6wht Trucks	7 cyd sand	150 ⁰⁰
Spreader/Snowplow Combination Truck	(2) Int 6wht trucks	7 cyd sand	150 ⁰⁰
Support truck (1 ton) with blade	Dodge Mega Cab / Foreman		110 ⁰⁰
TOTAL			2535 ⁰⁰

Additional equipment available to district

Foreman to facilitate calls start to finish	110 ⁰⁰
(3) Case 580 L Backhoe Fully Chained	150 ⁰⁰
(2) Support Trucks	110 ⁰⁰
(1) 6wht Grader equipped with arm	175 ⁰⁰

Note: Prices slightly higher than before because fuel surcharge changed to each year/season

Page 2 of 2 complete - no additional notes - initials by submitter ()

* Total of (10) Loaders Available

MEMORANDUM OF UNDERSTANDING

AMONG

Kingsbury General Improvement District ("KGID")

AND

Tahoe Douglas Fire Protection District ("TDFPD")

This Memorandum of Understanding ("MOU") is made and entered into as of May ^{20 JUNE} 18, 2025, by and between KGID and TDFPD collectively referred to as the "Parties."

I. PURPOSE

The primary purpose of this MOU is to establish a cooperative framework between KGID and TDFPD for removing snowplow berms, cutter discharge, and natural snowfall, in front of, on top, or around fire hydrants, thus preventing access or operation of fire hydrants within KGID's responsibility area.

KGID and TDFPD seek to enhance efficiency, reduce costs, and improve service and safety for their community.

The Nevada State Fire Marshal is not bound by this MOU. Nothing in the MOU should be interpreted to limit any of the powers of the State Fire Marshal, nor does it preclude the State Fire Marshal from taking any action they deem appropriate.

II. SCOPE OF COOPERATION

The Parties agree to collaborate in the following areas:

- Area of Cooperation 1:** KGID and TDFPD agree, by mutual understanding, that KGID is responsible for all ongoing costs and duties associated with managing both natural snowfall and any snowplow berm and/or cutter discharge piled in front of, around, or on top of hydrants, in order to ensure clear access to hydrants within the statutory timeframe.
- Area of Cooperation 2:** TDFPD will inform KGID of priority hydrants which need to be cleared first.
- Area of Cooperation 3:** KGID recognizes that TDFPD has multiple other GIDs which face the same issue, and that although not required to do so, TDFPD will continue to provide assistance to

KGID to remove snow from hydrants, as able, in order to assist KGID in reducing costs to ratepayers and increasing community safety.

III. ROLES AND RESPONSIBILITIES

The Parties shall work collaboratively to fulfill the following roles and responsibilities:

A. Responsibilities of KGID:

1. KGID will work with and direct its snow removal contractor to refrain from plowing berms in front of or on top of hydrants to the best of their ability.
2. Avoiding the creation of berms which block hydrants may not be feasible during plowing. If so, KGID's snow removal contractor will return to those locations and will remove berms, cutter debris, and natural snowfall as required to clear the hydrant.
3. The need for snow removal varies depending on hydrant riser height. Rather than clear snow removal after a set number of inches of snowfall, removal shall be required only when snowfall, berms, or cutter discharge begins to hinder access or operation of the hydrant.

Hydrant riser heights will be primarily mapped by TDFPD with KGID to avoid unnecessary effort and expense. The need for snow removal is based on the size of the snow event coupled with ability to access the hydrant.

4. If Zephyr Crew is used, as provided below, the actual crew and administrative cost will be billed to KGID without markup. Zephyr Crew may not be available for snow removal, as snow removal is not their mission, nor is it funded for that purpose. Use of the Zephyr Crew is an event of last resort.
5. KGID will work with snow removal contractor to identify potential issues and ways to make berm avoidance easier for their operators and equipment. This may necessitate modification to existing equipment, new equipment, better or different hydrant marking, or may only require a change in practice.
6. KGID will endeavor to maintain reporting and compliance obligations by email or other immediate form of communication with TDFPD.

7. Upon the determination of a clear hydrant marking method compliant with local and National Fire Code, KGID will purchase the markers and place the markers at the hydrants as needed so that TDFPD may gain an unobstructed and clear view of each hydrant location and so that KGID is in compliance with code.

B. Responsibilities of TDFPD:

1. During and after snow storms, TDFPD may provide an on-duty engine crew free of charge to clear non-berm natural snowfall from hydrants, subject to staffing, scheduling and workload. KGID recognizes that because TDFPD's sole mission is fire prevention, emergency medical response, and fire response, TDFPD's assistance with snow removal may not always be available, and that assistance with snow removal may be limited due to calls or training. Additionally, KGID recognizes that TDFPD cannot add staffing or incur overtime for snow removal. However, TDFPD will work in good faith to provide a reasonable amount of assistance that does not interfere with TDFPD's primary mission or training for that mission. In the event that KGID needs additional help, KGID shall first contact third parties to do so, and then only if unsuccessful, contact TDFPD representatives to discuss use of the Zephyr Crew as an event of last resort. If the Zephyr Crew is used, the actual crew and administrative cost will be billed to KGID without markup.
2. TDFPD will share mapping and identification of priority hydrants with KGID. TDFPD will identify and share with KGID the priority of hydrant clearing to effectuate snow removal that begins with the highest priority and ends with the lowest priority.

Non-priority hydrants will be cleared only after priority hydrants are cleared, or in the case that it is more efficient to do so.

There is potential for a real-time online map showing cleared hydrants to first responders. KGID will provide real-time mapping if and only if the technology is obtained.

IV. FUNDING AND COST-SHARING

The Parties agree to share or allocate costs as follows, unless otherwise agreed to in a writing signed by the Parties' representatives:

1. KGID will bear the costs of maintenance of the hydrants.

2. KGID will bear the costs of the hydrant markers.
3. KGID will bear the cost of the snowplow contractors and other crews.
4. TDFPD will share mapping of Priority hydrants with KGID.
5. TDFPD may provide an on-duty engine crew, if available per section III(B) above, to clear non-berm natural snowfall from hydrants without charge to KGID.
6. TDFPD may provide the Zephyr crew, if available, and only as an event of last resort per section III(B) above, at the actual crew and administrative cost.

V. GOVERNANCE AND DECISION-MAKING

1. The Parties shall establish a Joint Committee composed of representatives from both Districts to oversee implementation and resolve disputes.
 - a. KGID representative shall be its General Manager.
 - b. TDFPD representative shall be the Fire Chief.
2. Decisions shall be made by consensus and other collaborative methods.
3. Meetings shall be held as necessary.
4. In the event that a disagreement between parties arises, snow removal shall not be delayed or interrupted during the time it takes to reach a consensus. KGID recognizes and agrees that it is still solely responsible for snow removal within the statutory timeframe.
5. If KGID acts in good faith and with diligent pursuit to resolve any disagreement that may arise relative to this MOU, TDFPD shall not pursue criminal penalties and/or civil sanctions against KGID, its employee(s) or its Trustee(s). This subsection shall survive and be binding on both parties in the event the MOU is terminated.

VI. DURATION AND TERMINATION

1. This MOU shall commence May ____ 2025 and remain in effect in perpetuity until and unless terminated in writing.
2. Any Party may terminate this MOU with 30 days' written notice to the other Parties.

VII. DISPUTE RESOLUTION

1. In the event of a dispute, the Parties agree to first attempt resolution through negotiation for mutual cooperation.
2. If negotiation fails, the Parties shall seek mediation.

VIII. GENERAL PROVISIONS

1. **Amendments** – This MOU may only be amended in writing and signed by authorized representatives of the Parties.
2. **Severability** – If any provision of this MOU is deemed invalid, the remainder shall continue in full force.
3. **Governing Law** – This MOU shall be governed by the laws of the State of Nevada.

IX. Consideration

In exchange for TDFPD entering into this Agreement, KGID shall dismiss with prejudice its Appeal in front of the Nevada Supreme Court, Case No. 90070.

X. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

KGID

By: 

Name: Derek T. Dandrea

Title: General Manager

Date: 6/18/25

TDFPD

By: 

Name: Scott Lindgren

Title: Fire Chief

Date: 6/26/25

Snow Removal Costs and Average Past 10 years

24/25	\$405,905
23/24	\$411,458
22/23	\$1,257,774
21/22	\$318,856
20/21	\$211,239
19/20	\$231,231
18/19	\$451,843
17/18	\$250,000
16/17	\$684,713
15/16	\$420,610
Total	\$4,643,629
Avg. yearly	\$464,362

24/25	\$405,905
23/24	\$411,458
22/23	
21/22	\$318,856
20/21	\$211,239
19/20	\$231,231
18/19	\$451,843
17/18	\$250,000
16/17	\$684,713
15/16	\$420,610
Total	\$3,385,855
Avg. yearly	\$376,206.11

