

# KINGSBURY GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES MEETING NOTICE AGENDA TUESDAY, OCTOBER 21, 2025

A meeting of the Kingsbury General Improvement District Board of Trustees shall be held Tuesday October 21, 2025, 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), 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: <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>

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/meetings/81189611035/invitations?signature=r5YD8s LJ5p5PENBvFG1gcwWXwqDgNOPJXmkhcOWK-To

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.
- **6. Approval of Minutes: For Possible Action:** Approval of the minutes for the Board of Trustees meeting August 27, 2025, September 16, 2025, September 23, 2025, and September 30, 2025.

#### **NEW BUSINESS**

- 7. For Discussion and Possible Action: Approve list of Claims, September 2025
- **8. For Discussion and Possible Action:** 510 Laurel Lane Easement Request and Related Alternatives
- 9. Discussion and Possible Action: Reappointment of Trustee Sara Nelson to The Board of Trustees for The Douglas County Lake Tahoe Sewer Authority (DCLTSA)
- **10. For Discussion and Possible Action:** Amendment to Trustee Compensation Policy Attendance and Duty-based Compensation
- **11.For Discussion and Possible Action:** Shared Vehicle Storage Facility with Tahoe Douglas Fire Protection District (TDFPD) Site Evaluation and Next Steps

#### **ACTION WILL NOT BE TAKEN ON ANY REPORTS OR CORRESPONDENCE:**

- 1. Board Member Reports
- 2. Engineering Report
- 3. Management Report
- 4. Attorney Report
- 5. Correspondence
- 6. Long Range Calendar
- 7. Announcements and Final Public Comment
- 8. For Possible Action; Adjournment



#### Kingsbury General Improvement District Board of Trustees

Sandy Parks, Chair Ed Johns, Vice Chair Cindy Trigg, Secretary/Treasurer Greg Felton, Trustee Sara Nelson, Trustee

#### **MEETING MINUTES**

MEETING OF THE KGID BOARD OF TRUSTEES SPECIAL MEETING AWARD OF SNOW REMOVAL CONTRACT HELD AT 160 PINE RIDGE DR. STATELINE, NV ON AUGUST 27, 2025

<u>CALL TO ORDER</u> - The meeting was called to order at the Kingsbury General Improvement District office located at 160 Pine Ridge, Stateline, Nevada at 1:01 p.m.

#### PLEDGE OF ALLEGIANCE

<u>ROLL CALL</u> – In person attendees were Trustees Parks, Johns, Trigg, Nelson and Felton. Also, present were General Manager Dornbrook, Utility Operations Superintendent Joe Esenarro, and General Counsel Chuck Zumpft. Public attendees included Sara and Jaime Lopez, Kathy Odom, Robert Hererra, Mike Paulson, Charlena Manchester, Jason Torres, Douglas Mathews, Diane Banning, Cory Lobato, Ben Tomson, and Larry Schussel. On Zoom: Clint with Colbre, Paul Korbani and Jeff Enzo. Note: There may have been public attendees that did not use the sign-in sheet or identify themselves on Zoom.

**PUBLIC COMMENT** – There were no public comments.

APPROVAL OF AGENDA - There were no questions regarding the agenda.

<u>M-08/27/2025-1</u> – Trustee Johns moved to approve the agenda. The motion was seconded by Trustee Trigg and unanimously passed.

#### **NEW BUSINESS FOR POSSIBLE ACTION:**

# CONSIDERATION AND POSSIBLE AWARD OF SNOW REMOVAL CONTRACT

The Kingsbury General Improvement District (District) received three proposals to their Request for Proposal (RFP) for the 2025–2028 Snow Removal Contract. All proposals were due for submission to the District by August 21, 2025. The following firms submitted proposals for review by the Kingsbury Board of Trustees:

- Manchester Enterprises, Inc.
- Colbre Grading and Paving of Nevada, Inc.
- Lopez Snow Removal

Prior to the Board's review and discussion, a presentation was given featuring a slide show that highlighted each contractor's available equipment, resources, and operational capacity.

# Review of Proposal - Colbre Grading and Paving of Nevada, Inc.

The Board began its review with the proposal submitted by Colbre Grading and Paving of Nevada, Inc. Trustees identified several deficiencies in the submission, including:

Incomplete RFP documentation.

- Highest overall cost among the submissions.
- Limited experience in the Tahoe Basin.
- All listed equipment identified as rented rather than owned.
- Failure to provide required insurance information.
- Lack of detail regarding company qualifications and available personnel.

Following the review, General Manager Dornbrook recommended that further consideration be narrowed to the proposals from Manchester Enterprises, Inc. and Lopez Snow Removal, citing the insufficient information provided in Colbre's submission.

#### Review of Proposal - Lopez Snow Removal

During the Board's review of the proposal submitted by Lopez Snow Removal, the following comments and observations were made:

<u>Trustee Nelson</u> expressed that she was impressed with the thoroughness of the proposal. However, she raised concerns about the company's limited experience managing snow removal operations across large service areas, such as the District's.

<u>Trustee Felton</u> noted that the proposal was well-prepared and easy to read but expressed concern regarding the size and equipment fleet and plans for equipment storage. He also commended the use of technology, including cameras and machine-tracking systems.

Trustee Trigg stated that the RFP was clear, comprehensive, and addressed all her questions.

<u>Trustee Parks</u> agreed that the proposal was well-organized and clearly presented.

<u>Trustee Johns</u> raised concerns regarding the number of employees, flat-rate pricing structure, and limited road maintenance experience.

<u>General Manager Dornbrook</u> remarked that he was impressed by the overall quality of the proposal and the equipment, specifically noting that all plow blades were equipped with gates or wings, which could help reduce berm formation.

<u>Concerns</u>: Concerns discussed by the Board included the location for equipment storage, quantity and size of equipment, insurance coverage within Nevada, and the fact that the company does not have a contractor's license under the Nevada State Contractors Board. Trustee Parks also referenced the fiscal responsibility of the District, expressing concern that selecting Lopez could result in an excess balance in the snow fund at the end of the season. General Manager Dornbrook reiterated concerns regarding staffing levels and the lack of prior experience serving the District.

Response from Lopez: Lopez Snow Removal provided clarification regarding their proposal and addressed the concerns raised by the Board. They explained that their flat-rate pricing structure includes snow removal around hydrants and should be viewed as a long-term investment, even though profit margins may be limited. Lopez stated that larger equipment would be designated specifically for the Kingsbury General Improvement District (KGID) and that additional resources would be made available if needed. Lopez also noted that two tracking systems are utilized—some features integrated into newer equipment—to promote accountability and operational efficiency. The company emphasized that communication and integrity are core values of its operations. Lopez highlighted that their crew is employed year-round, providing both stability and readiness for the winter season. They cited a strong record of positive client experiences and affirmed that KGID would be their primary client, ensuring that the District's needs receive top priority.

#### Manchester:

<u>Trustee Nelson</u> expressed that the most significant advantage for Manchester is their long-standing relationship with the District, having provided services since 1979.

<u>Trustee Felton</u> noted that the RFP response submitted by Manchester was difficult to follow.

<u>Trustee Trigg</u> mentioned that we do have a lot of history with Manchester and that history does count, she also expressed concerns with the way Manchester submitted the RFP.

<u>Trustee Johns</u> echoed similar comments, reinforcing the observations made by others.

<u>Trustee Parks</u> agreed that the RFP was disorganized, with numerous cross-outs, and supported the decision to remove Manchester's response from consideration due to its lack of clarity.

General Manager Dornbrook was impressed by the number of emails he received from constituents in support of Manchester. He added that it would be irresponsible to disregard the opinions of District stakeholders when evaluating the proposals. He also agreed that the primary focus of snow removal operations should be that of public health and safety concerns, not customer convenience or overall cost of such services.

Concerns: The proposal submitted by Manchester did not include any information regarding claims or litigation history, nor did it provide details about employee qualifications aside from a reference to Flipper Manchester. The proposal also set a minimum contract value of \$500,000.00 per year, which raised concerns about what the maximum costs could ultimately be. Johns expressed particular concern that several pieces of information specifically requested in the RFP were not provided, and he questioned how the minimum annual cost reached such a high level. Parks noted that the

proposal included charges for snow removal around fire hydrants but failed to specify the labor costs associated with shoveling hydrants.

#### Response from Manchester:

Manchester apologized for the condition of the RFP, acknowledging that it was confusing to review, and clarified that, in the past, fire hydrant clearing had been listed separately in the contract at a rate of \$100 per hydrant. Under the current proposal, however, hydrant clearing is included within the overall scope of work and will not be charged separately in the future.

#### **PUBLIC COMMENT:**

Kathy Odom: Award shouldn't be based on the popularity of Manchester, the condition of their equipment and how old it is concerns her.

**Mr. Paulson**: Questioned where they are going to store the sand, stating one sand truck will not be sufficient. Lopez has no backup plows in case they hit a vault sitting above grade in a District roadway.

**Ben Johnson**: Speaking upon behalf of Tahoe Douglas Fire Protection District, voiced his concern of clear roadways and clear hydrants for the safety of our residents and visitors stating the risk associated with lack of EMS access. "Lopez could do a great job but there's no history demonstrated, which is terrifying and unpredictable." His hope is that the District can settle past differences with Manchester.

**Cory Labato:** Stated he delivers mail at 5:30 am and sees Manchester plowing at 3:00am and questioned if Lopez has sufficient crew to start that early in the morning. The postal service experienced issues with Lopez snow removal who plows the parking lot where he works in Roundhill, it's required to be plowed by 5:00 am and that doesn't always happen, also the salt that they use is deteriorating the concrete.

**Jodie Nelson:** Reviewed past budgets to review historical snow removal costs. She states that a flat rate is a poor business model and bad business practice for the district. She further noted that this is not a sustainable business practice.

Paul Korbani: A resident of Tina Court, noted that his driveway is above the Summit Village overflow parking lot where Lopez stages their equipment. His experience with Lopez has been stellar as they have very good people working with them.

**Jeff Enzo:** A resident on Andria and Sunflower Circle for 20 years, rates the quality of service provided over the years at a 10, and that Manchester does an incredible job.

General Counsel Chuck Zumpft advised the Board that the agenda item presented three different options for consideration. He cautioned against pursuing the second option, which involved negotiating directly with the proposers, and recommended that the Board avoid this approach. Of the three options, Zumpft indicated that the first was the safest and most appropriate course of action. He further encouraged Board members to complete the ranking of the RFP submissions, noting that this ranking serves as the proper basis for determining the award.

#### Final Comments:

**Johns**: Expressed concerns regarding both proposals. Lopez was found lacking in experience and equipment, raising doubts about their ability to perform and ensure the District's safety. Manchester's response to the RFP was unsatisfactory, as was their \$500,000 minimum requirement. Johns was not inclined to support award to either proposal. He added that he could never support Lopez based on his fear of them not being able to perform and for the safety of the District.

**Felton**: From a cost perspective, he stated that he is much more comfortable with Lopez. He also favored Lopez in terms of the quality of equipment. However, he noted that Manchester has the advantage when it comes to the overall amount of equipment available. With respect to personnel, he observed that Manchester employs more people but also has more jobs to manage. He added that if the District were willing to accept some degree of risk, awarding the contract to Lopez would provide them with the opportunity to gain valuable experience. He acknowledged that there are both pros and cons to each proposal but emphasized that he was not comfortable with Manchester's RFP submission, particularly due to the presence of crossed-out clauses within their response.

**Trigg**: Noted that because Manchester has historically been the provider for the District, there is a tendency for the company to act as though it owns the job and, at times, does not demonstrate the level of respect expected toward the District. She emphasized that the Board should seek a company that is eager to work for the District and committed to serving its needs.

**Nelson**: Expressed that the Board should become more knowledgeable about the RFP process before making a final decision. She stated that she could not support selecting Lopez due to concerns with personnel, equipment, and overall lack of experience, and was not comfortable choosing a new company to provide snow removal services. She noted that

her scoring input was limited, as she is not a snow removal professional and lacks the technical expertise to evaluate proposals thoroughly, emphasizing that Board members are not subject-matter experts and that the snow removal committee and staff should have conducted the evaluations and presented recommendations. Nelson concluded that public health and safety concerns weighed heavily in her decision not to support Lopez.

Parks: Noted that while it is a risk not to choose a company with which the District has 40 years of experience, Lopez cannot gain experience without being given the opportunity. She emphasized the need for a fresh start and stated that, from a fiscal perspective, it was in the District's and Board's best interest to support Lopez. Parks also reiterated her frustration with Manchester's poor response to the RFP.

Dornbrook: Expressed concern regarding the selection of a contractor who lacks snow removal experience within the District. He cautioned that either an "epic" winter or even a normal winter could result in multiple operational failures under such circumstances, and this significant risk outweighs any potential benefit.

Additionally, he emphasized the significant volume of customer feedback he had personally received, indicating strong support for Manchester. He recommended that this customer sentiment be carefully considered as part of the contractor selection process. He reiterated his belief that public health and safety should be the foremost criterion for award.

Larry Schussel: Expressed his understanding of the RFP to the Board.

General Counsel Chuck Zumpft: Stated that the Board must either evaluate the bids currently under consideration and decide today, or alternatively, allow staff to revise the RFP and repost for new submissions.

M-08/27/2025-2 - A motion was made by Trigg, seconded by Felton, that the board accept the RFP from Lopez snow removal based on the criteria evaluations and the proposed matrix evaluations.

Yeas: Trigg, Felton, Parks 3 Nays: Nelson, Johns 2

Motion Passed

#### ADJOURNMENT

#### M-8/27/25-3

Meeting adjourned at 4:20 p.m.

	Respectfully submitted,
Attest:	Sandy Parks, Chair
Cindy Trigg, Secretary	



#### Kingsbury General Improvement District Board of Trustees

Sandy Parks, Chair Ed Johns, Vice Chair Cindy Trigg, Secretary/Treasurer Greg Felton, Trustee Sara Nelson, Trustee

# MEETING MINUTES MEETING OF THE KGID BOARD OF TRUSTEES HELD AT 160 PINE RIDGE DR. STATELINE, NV ON SEPTEMBER 16, 2025

<u>CALL TO ORDER</u> - The meeting was called to order at the Kingsbury General Improvement District office located at 160 Pine Ridge, Stateline, Nevada at 5:02 p.m.

#### PLEDGE OF ALLEGIANCE

ROLL CALL — In person attendance were Trustees Johns, Trigg, Nelson and Felton. Also, present was General Manager Dornbrook, Interim Utility Operations Superintendent Byran Moss, Admin. & H.R. Supervisor Judy Brewer, Accountant II Brandy Johns and General Counsel Chuck Zumpft. Trustee Parks was absent. Public attendees included presenter Courtney Walker along with public attendees: Bob Keller, Chris Anderson, Wade Fiske, Bill Downey, Carole Downey, Don Stanley, Sue Stoll, Barbara Berner, Mary Kinion, Rhiannon Simpson, Laura Montiel, Larry Bowland, Steve Raubeck, Cory Labato, Nate Jensen, Karen Garretson, Mike Bennett, Rodney Vonahsen, Taylor Cole, Erika Nelson, Chris Larson, Sarah Hancock, Charles Hancock, Andrew Deptro, Katy Doom, Doug Mathews, Elfie Klement, AnnMarie Rose, Phil Olivieri, Jason Torres, Don Ester, Flipper Manchester, Marilyn Spencer, Patti Page, Matt Van Dyne, Pat Miller, Tony Garcia, Patty Nusby, Jessica Grime, Sunny Cassidy, Matt Grime, Chelsea Bibb, Brendan Packer, Peter Greil, Nancy Cornell, Clyde Cornell, Ross Huber, Mark White, Janeen White and Sam Sellers. On Zoom were: Summit Village, Rubio Aguilar, Paul, Chris, John Edelen, Michelle Pardori, Don's iPad, Susan Cuhuli and Nancy. Note: There may have been public attendees that did not use the sign-in sheet or identify themselves on Zoom.

PUBLIC COMMENT - Bob Keller voiced his concern as to why the roads lines in the District aren't being painted.

### PUBLIC COMMENT REGARDING SNOW REMOVAL CONTRACT -

<u>Jessica Grime</u> – Concerns regarding Lopez's not being able to meet demands.

Charlie Hancock - Clarified that KGID isn't responsible for plowing Kingsbury Grade.

Bill Downey - Believes Board is being irrational for choosing Lopez snow removal.

Patti Page - Believes Manchester was the only qualified bid that received.

Mary Kinion - Questions how much of Manchester's equipment works, they are old and polluting our streets.

Michelle Pandori – Commended the community who showed up at the meeting today. Pleaded with the board to choose Manchester.

<u>Pat Miller</u> – Concerned about a disabled family member not being able to get emergency help due to the streets not being plowed. Pat would like the Board to reconsider the contract with Lopez and choose Manchester.

<u>Tony Garcia</u> – Moved out of Tahoe after 36 years, worked with Manchester in the past and the machines are outdated. Lopez is fully capable of doing a good job for the District.

Matt Grimes – Would like the Board to reconsider giving the contract to Lopez.

Chris Anderson - Thoroughly satisfied with Manchester.

Marilyn Spencer – The Board took an oath to represent the best interest of all the residence in the district. Asked the board to put bias aside and give the contract to Manchester.

Rodney Vonahasn – Employees of Manchester have 80 years of combined experience, just between four employees and have cleaned up procedures since he has come onboard.

Rosie Labato – Disagrees with statements oil on the ground from Manchester, voting not to save money and go with experience instead.

All were invited back to a protest hearing that was scheduled for Tuesday 9/23/25 at 9:00 a.m.

<u>APPROVAL OF AGENDA</u> – Agenda #11 (For Discussion and Possible Action: Snow Removal Contract-Lopez Snow Removal) was removed from the agenda due to the protest filing.

M-09/16/2025-1 - Motion by Trigg, seconded by Nelson, and unanimously passed to approve the agenda.

APPROVAL OF MINUTES - The minutes of the August 19, 2025, and Special Board Meeting August 27, 2025.

<u>M-09/16/2025-2</u> – Motion by Trigg, seconded by Nelson, and unanimously passed to approve the minutes for August 19, 2025.

<u>M-09/16/2025-3</u> – Motion by Trigg, seconded by Nelson, to approve the minutes of the August 27, 2025 meeting. The motion did not pass unanimously. The minutes will be revised and brought back for approval at the October 21, 2025 board meeting.

#### **NEW BUSINESS FOR POSSIBLE ACTION:**

#### TMDL Water Quality Program Overview and the KGID-Douglas County Partnership presented by Courtney Walker

Courtney Walker provided an overview of the Lake Tahoe Total Maximum Daily Load (TMDL) Program, explaining its focus on reducing fine sediment particle loads to improve Lake Tahoe's water quality. She clarified that Douglas County administers the TMDL program on behalf of KGID and emphasized the importance of maintaining partnerships to meet compliance goals. The methods used to measure and track sediment reduction, including road assessments, street sweeping operations, and highlighted upcoming projects such as the Lower Kingsbury area-wide treatment of runoff.

### DOWL Market Street Lift Station Preliminary Engineering Report (PER) Task Order #71

The board approved a task order for \$85,000.00 to conduct a preliminary engineering report for the Market Street Lift Station, focusing on gathering existing data and evaluating alternatives. It was decided to proceed with the baseline study without the contingent tasks that would have added significant costs for environmental and funding compliance. The board also discussed the potential costs of rebuilding the station, estimated at \$10-15 million dollars, and the need to assess the current emergency gravity feed system as part of the study.

<u>M-09/16/2025-4</u> – Motion by Felton and unanimously passed to approve Task order #71 at a cost of \$85,000.00 to conduct a preliminary engineering report for the Market Street Lift Station.

#### Approve list of Claims, August/September 2025

The board reviewed the list of claims for August and September 2025.

<u>M-09/16/2025-5</u>— Motion by Trigg, seconded by Felton and unanimously passed to approve the List of Claims dated August 18, 2025 — September 10, 2025, beginning check number 65611 through 65711 in the amount of \$1,507,979.96.

#### Receive and Review Financial Statements, Quarterly - April/May/June, 2025

The board discussed financial statements, questioning whether they were generating more than legally required reports for the Board. Reviewed cash positions and deposit accounts, considering a sweeping fund option.

<u>M-09/16/2025-6</u>— Motion by Felton, seconded by Nelson and unanimously passed to accept and approve the Financial Statements covering the quarter of April, May and June 2025.

# <u>Health Savings Accounts (HSA) of Employees based upon by the Public Employees' benefits program (PEBP) for fiscal year 2025/2026</u>

The Board discussed why it is requested by the staff to maintain the current contribution for the exempt employees HSA and revisit again in June 2026, which will give the staff more time to collect data including comparing different types of insurance.

<u>M-09/16/2025-7</u>— Motion by Trigg, seconded by Nelson to approve the HSA maintaining contributions to the Public Employees' Benefits Program (PEBP) for the purpose of funding Health Savings Accounts (HSAs) for exempt employees enrolled in the high-deductible health plan, at the same funding level as the previous fiscal year. (Motion was rescinded)

<u>M-09/16/2025-8</u> – Motion by Trigg, seconded by Felton and unanimously passed to approve the HSA maximum approved by IRS (less \$900.00 provided by Public Employees Benefit Program and less \$1000.00 to make it more comparable to the union benefits) for fiscal year 2025/2026.

**BOARD REPORTS** – South Tahoe Public Utilities District is having an open house on 9/24/25 from 4-6 p.m.

MANAGEMENT REPORTS – Announced that Joe Esenarro's last day was September 12, 2025. Kudos was given to Bryan Moss for stepping up and filling in the role of the interim position of the Utility Operations Superintendent. Dornbrook would like to explore the watermain intertie between Kingsbury and Roundhill, which may be very beneficial to improve fire protection for both entities. A milestone celebration honoring Brandy Johns for her 20 years of service at KGID will be held on September 18, 2025.

<u>ATTORNEY REPORT</u> – The Legislature recently enacted important updates to the Open Meeting Law. Under the revised provisions, public bodies—such as the KGID Board—with three or more Trustees in attendance may now meet privately with legal counsel to discuss certain legal matters, even when litigation is not pending or anticipated. This amendment provides greater flexibility for boards to obtain timely legal advice while maintaining full compliance with the Open Meeting Law.

#### <u>ADJOURNMENT</u>

<u>M-9/16/2025-9</u> – Motion to adjourn at 7:47 p.m.

	Respectfully submitted,
	Sandy Parks, Chair
Attest:	
Cindy Trigg. Secretary	



#### Kingsbury General Improvement District Board of Trustees

Sandy Parks, Chair Ed Johns, Vice Chair Cindy Trigg, Secretary/Treasurer Greg Felton, Trustee Sara Nelson, Trustee

#### **MEETING MINUTES**

MEETING OF THE KGID BOARD OF TRUSTEES
PROTEST HEARING OF AWARD OF SNOW REMOVAL CONTRACT
HELD AT 160 PINE RIDGE DR. STATELINE, NV ON SEPTEMBER 23, 2025

<u>CALL TO ORDER</u> - The meeting was called to order at the Kingsbury General Improvement District office located at 160 Pine Ridge, Stateline, Nevada at 9:01 a.m.

#### PLEDGE OF ALLEGIANCE

ROLL CALL — In person attendance were Trustees Johns, Trigg, Nelson and Felton. Trustee Parks attended via Zoom. Also, present: General Manager Derek Dornbrook, Interim Utility Operations Superintendent Byran Moss, Admin. & H.R. Supervisor Judy Brewer, and General Counsel Zumpft. Public attendees included: Mary Kinion, Sara Lopez, Kathy Odom, Doug Mathews, Marilyn Spencer, Pat Miller, Lynette Stoudt, Mike Paulson, Jason Torres, Chris Anderson, Rosie Labato, Ginny Cook, Dan Orr, Charles Manchester, Charlena Manchester, Rodney Vonahsen, Sharon Conniff, Matthew Clarice, John Edelen, Wade Fikse, Dave Eshe, Dave Steward, Brendin Packer, Chelsea Bibs, Hailey Roake, James Gothcla, Bob Keller, Jaime Lopez, Tony Garcia, Stephanie Layman, Bryce Cranch, David Folt, Patty Page, Sharon Conify. Note: There may have been public attendees that did not use the sign-in sheet or identify themselves on Zoom.

#### **PUBLIC COMMENT**-

Lynette Studt - Opposed protest of award of the snow removal contract.

Patty Page – Believes the vote was biased and personally vindictive for the Board to award Lopez the contract.

Paul Corbani – Expressed his support for the Board choosing Lopez Snow Removal.

<u>Dave Eshe</u> – Worked as a snow removal operator for 23 years in Tahoe (17 years for F&B). Manchester Takes pride in plowing our streets with experience and knowledge.

<u>John Nelson</u> – Nothing but great experience with F&B keeping our streets safe and clear. Believes the Board shouldn't exchange saving money for safety.

<u>Bryce Cranch</u> – Enjoyed the relationship with F&B over the years and appreciates how they're quick to respond to emergencies.

<u>Tony Garcia</u> – Here to support Lopez. "The new is here." Worked for both F&B and Lopez and feels there's no concern for communicating with each other or the public when it comes to Lopez.

<u>Dave Steward</u> – Always felt fortunate how F&B clears the roads so that he can travel all hours of the night due to his business.

<u>Chris Anderson</u> – F&B has more machines than Lopez has employees. It doesn't make sense that the Board would try to replace something that is working.

<u>Stephanie Layman</u> – F&B is always out snow plowing 24 hours a day when needed. Feeling stressed that we are contracting with another snow removal company.

<u>Mike Paulson</u> – Has been snow plowing for 50 years at the top of Kingsbury. Believes taking forty years of experience and living through a learning curve with Lopez sounds unsafe.

<u>Marilyn Spencer</u> – Based on the proposals submitted by Lopez, they are not equipped in any way, shape, or form to do this job. Feels it isn't the responsibility of ratepayers to provide a forum for Lopez to gain the experience they need to perform this job.

Bob Keller - Expressed concern about unequal treatment, which is clearly against the law. Stated that allowing Lopez to

use the yard for other contracts uses District assets to support services for people other than Stateline residents.

<u>Pat Miller</u> – Read a letter written by Julie Trewig, who has personal experiences with Lopez Snow Removal. She referred customers to Lopez, who overpromised and underperformed. Feels a new vote should be taken.

#### **BOARD COMMENT -**

<u>Felton</u> – Stated that he is not making a statement either for or against any of the applicants. He explained that he felt compelled to clarify that while some believe the difference in bid value is approximately \$20,000, that figure is not accurate. Felton noted that F&B's proposal includes rate increases of approximately 30–40 percent or more, which is a significant factor when compared to the \$480,000 proposal submitted by Lopez Snow Removal.

<u>Nelson</u> – Noted that this process has been a lot and that the decision should have been presented as a staff recommendation rather than a Board decision. The speaker expressed that the Board members are not experts in snow removal and should rely on staff expertise when making such determinations.

<u>Triggs</u> – Shared her feelings about the snow removal around fire hydrants between the fire department and Kingsbury GID. The decision has never been about money vs. safety. Has concerns about getting medical attention with the ice berms that were left in her driveway. She explained she has never been biased about experience not counting.

<u>Parks</u> – Stated that she has been misrepresented and expressed agreement with Trustee Felton regarding his position on pricing. She acknowledged that F&B has more experience and equipment without a doubt but emphasized that all factors must be considered to make the best decision for the District, including the need to be fiscally responsible.

<u>Johns</u> – Safety is of the utmost concern for the Board and the District as a whole. There is a provision in the contract (Item XI) that addresses poor performance. If either contractor fails to perform, the Board will not accept that and will take appropriate remedies to ensure the District remains safe.

#### **APPROVAL OF AGENDA -**

M-09/23/2025-1 - Motion by Nelson, seconded by Trigg, and unanimously passed to approve the agenda.

#### **NEW BUSINESS FOR POSSIBLE ACTION:**

Manchester Enterprises Inc. Protest Hearing of Award of Snow Removal Contract to Lopez Snow Removal
The District's current snow removal contract expires on September 30, 2025. To secure a new agreement, the District
issued a request for proposals (RFP) on July 28, 2025. Three timely and responsive proposals were received respectively
from Manchester Enterprises Inc., Lopez Snow Removal, and Colbre Grading and Paving. Proposals were opened on
August 21, 2025, and evaluated by the Board during a special meeting held on August 27, 2025. Following discussion,
and evaluation the Board voted 3-2 to award the contract to Lopez Snow Removal. Manchester Enterprises Inc. issued a
Notice of Protest of Contract Award for RFP on September 11, 2025.

**Protest 1.** It was noted that the evaluation criteria were not applied as stated in the solicitation, as evidenced by the purchasing agency's waiver of Criteria No. 1 – Relevant Experience and Performance Record, as outlined in the proposal matrix. Charlena stated that, according to the evaluation results, Manchester scored higher than Lopez in the overall scoring. Lopez received 337 points, while Manchester received 362 points. Based on averages, Lopez scored 67.4% and Manchester scored 72.4%, which was clearly in Manchester's favor according to the evaluation. Ben Johnson, speaking on behalf of the Tahoe Douglas Fire Protection District, referred to Exhibit 9 and expressed concern that Kingsbury GID is assuming risk associated with potential lack of EMS access. He acknowledged that Lopez may do a great job, but emphasized that there is no demonstrated performance history, which he described as concerning and unpredictable.

<u>Lopez</u> addressed that this protest is to merely reopen the merits. Lopez acknowledged that Manchester may disagree with the scores, but the scores are already made.

<u>Manchester</u> referred to exhibit 12 (Page 33 of packet) and referred to notes taken from the previous meeting that reflected individual opinions as to why the District needs to stay with Manchester.

<u>Counsel</u> mentioned that the hearing today is to raise the protest made by Manchester on the contract award. The Board's duty is to consider the protest. In his opinion, if no motions are made and no action is taken, then the protest fails.

<u>Felton</u> – It was noted that the RFP section relating to experience specified that bidders must have a demonstrated history of providing similar services for public agencies and in comparable environments. It was clarified that the statement of the only way to gain experience on Andria Drive is to plow Andria Drive, was not intended to suggest that the District would

hire a contractor with no snow plowing experience and give them such experience within the District. The reference was specifically to experience within the District's area and comparable areas.

Additional comments were made to address points raised by Manchester to ensure all parties were aligned. It was explained that there were several evaluation criteria, and each of the five Board members independently ranked all applicants on a scale of 0 to 5—with 0 indicating "not rated" due to lack of qualification or missing information, and 5 indicating that expectations were widely exceeded.

Each Board member scored all three candidates independently, and the final votes reflected those individual evaluations. He noted that the Board members voted consistently with how they had ranked the applicants using the established criteria. He further stated that there was no inconsistency with applicable regulations, as Spencer had raised earlier.

<u>Parks</u> – Agrees with Felton that evaluations were done fairly. Doesn't feel any bias is occurring and thinks they did a fine job in selecting Lopez.

<u>Nelson</u> – Everyone voted based on how they completed their evaluation criteria. In the basis of if was based on how we filled out the criteria then yes, I agree that the averages were different but as Greg noted everyone voted based on how they judged.

<u>Trigg</u> – Agrees with Felton. The evaluations were performed individually, there was a cohesive conversation following the evaluations, and the Board did the best job possible. The Board rose to the occasion and the job was done properly. Some may not like the outcome, but she believes as acted appropriately.

<u>Johns</u> – I really have no comment on this section other than state that the protestant asserts that the evaluation criteria was not properly applied. This is the protest before us and there are two possibilities that can be done 1) to hold the protest and 2) to reject the protest.

M-09/23/2025-2 - Motion by Trigg, seconded by Felton, and unanimously passed to reject Protest One.

**Protest 2.** The purchasing agency failed to follow the guidelines of (NRS 332.065 c (3). Regarding experience of the bidder; it was stated by certain Board members "if we don't give the experience, then how will they get it". (NRS332.065 e). Regarding (NRS 332.065) for the best interest of the public, the roads to be plowed and sanded are publicly owned and operated roads. The public needs these roads to be cleared of snow and sanded so that they can safely utilize them to drive around. Snow removal is therefore necessary to keep publicly owned or operated property in a "safe and continuously usable condition" for which they have been designed. Unless an exception applies, the snow removal is considered public work because it constitutes "maintenance" (Department of Industrial Relations Public Works Case No. 2019-016 Snow Removal). Is there enough time to properly train a new company on 22 miles of public road?

Counsel's interpretation of Protest 2: raises two distinct points: 1) to follow the guidelines (NRS 332.065 c (3). Protestant refers to the experience of the bidder and past performance which in counsel's opinion is a repeat of protest #1 and further in his opinion that given the vote on protest #1 that no action on this part of the Protest 2 is appropriate as it was just resolved. 2) Protest 2 protestant claims that this is a public works contract. Protestant relies on the California administrative ruling that concludes that contracts that maintain public works are themselves public works unless a contractor's license is required.

<u>Manchester</u> – The required contractor's license has been included in the snow removal contract for the last forty-two years because contractors are held to a higher standard and believes that's why it's been required. Charlena continued to read the (NRS 332.065 c (3). Charlena explained that in her RFP she was provided with the old contract because she was told to reference that at the August 7, 2025, meeting so, that's how she did it by putting in comments, new wording etc. because that is what she was told to do in the August 7<sup>th</sup> meeting. Since it was already ruled out Protest #1, she guesses that is all she has to say to that.

Lopez – Feels this is trying to reopen a procedure that we were very meticulous about putting into place during the RFP process. Several things that were noted were: 1) Specifically on the evaluation criteria on the section that Counsel read from that the statute was applied directly during a previous board meeting. As far as the public works, the protest is an inaccurate reading of the statute (NRS 338) regarding the public works. It's evident by a long history of not having prevailing wage, doesn't meet the definition of public works, that's why we said on record and there hasn't been any statutory structure that would support that this would be public works. 2) A contractor's license is not required for this, not only is it not required it doesn't make it a policy. The purpose of a contractor's license is to have certain credibility while you're doing contracting work and to hold contractors to a set of standards that they would have to meet. There is no outline of standards for snow removal, and that's why it doesn't apply as it's an apple to oranges kind of comparison. I don't believe the interpretation of the existing contract supports the requirement that the Nevada license requires, maybe that was required in the past under those interpretations. In either case under protest 2 (A&B) there is no merit to overturn

what the Board has decided for this item.

<u>Manchester</u> – Lopez just stated that you require a higher standard from a contractor as opposed to a basic snow removal person. It's felt that that clause has always been in the contract, and it was in the one that Kingsbury GID provided to her that she would be having to agree to. It was mentioned that she requested the contract that she would be using and was sent the old contract and that is why she provided it in her RFP. It may have been messy, and I may have done a bad job, but it had everything in there including exceptions, rates, everything we needed. We were told to bid rates, Manchester's was lower than Lopez, but Lopez went with a whole weird contract.

Parks - I respect the law and our Counsel's opinion, I trust Counsel and whatever he says, and that's my decision.

<u>Felton</u> – This case that was recited here is California law, this is Nevada. In Nevada we work with the State Contractors Board which our Counsel reached out to and specifically asked if a contractor's license was required to perform snow plowing and the answer was "No, snowplowing doesn't require a contractor's license." So, when we look at the clause on page 46 of the packet (Contractor and Business Licenses) There is nothing stating that you need a contractor's license.

Nelson – Her only comment would be that she gets that it's not in the RFP and that it doesn't require a contractor's license. Do I feel it should require a contractor's license just based on someone that works in the public sector? Yes, but I don't get to make those decisions.

<u>Trigg</u> –I was unaware that we had given Manchester their old contract to do the RFP and again the RFP was provided and that one of the reasons why I found it somewhat disturbing to try and figure out where they were answering on the designated RFP. I think this Board did its best, not only to follow the law, but to evaluate the RFP's that we received for review.

<u>Johns</u> – I believe that this should require a contractor's license, however I'm going to refer to Counsel, I'm not an attorney and he is, and he stated that "It does not require a contractor's license".

<u>M-09/23/2025-3</u> – Motion by Trigg, seconded by Felton, and unanimously passed to reject Protest Two.

**Protest 3.** Vague and ambiguous RFP, the RFP did not mention the need to store salt and sanding materials nor the sanding requirements, it did not include or mention clearing of bus routes, or the liability issue of why the fire hydrants need to be cleared within 24 hours.

<u>Counsel's interpretation of Protest 3</u> - In law the word "vague" means imprecise, not sharply outlined, indistinct or uncertain. The word is vague when an informed reader cannot confirm what it means. In contrast "ambiguous" means susceptible to more than one meaning, uncertainty in meaning in the context of being unable to determine which of multiple potential meanings is intended by the speaker.

Manchester – It was said that Lopez argues (NRS 333) however, (NRS 333) does not apply to this, it is in (NRS 332) which governs purchasing by local governments while (NRS 333) applies to purchasing by state. The two chapters are separate in the state. The old contract was provided when Manchester asked for a copy of what the contract would be regarding the RFP. The fire hydrant issue that had been an issue was nonexistent. There are 286 hydrants that are considered pursuant to (NRS 332.045) "Advertisement of contract, publication contents". A) Advertisement must state nature of character or object of the contract. B) Plans and specifications are part of the contract where plans and specifications may have been seen. To touch on the matter is the improper exchange of the contract. These hydrants and specifications should have been mentioned in the RFP. Manpower required to provide this amount of work after a storm is extremely relevant. RPFs should have clear language regarding the hydrants and use the Zephyr Fire Crew if needed. RFP has no reference to an ordinance of Kingsbury GID snow removal operations and procedures, and no reference to the snow removal budget. This is vague. Lopez stated in a prior meeting, which bidders had the opportunity to clarify the board meeting questions regarding our RFP, both Manchester and Lopez snow removal attended. There are some three hundred fire hydrants virtually all on private land, hydrants are connected to a water system owned by Kingsbury GID. You cannot have an unlicensed contractor go onto private property. There's a MOU stating how hydrants need to be cleared, there is no reference to this MOU in the RFP. On public record Kingsbury GID states that the Ops Yard is available for any winning contractor. If Kingsbury GID doesn't state what resources will be available to the winning contractor, then why did they state they will provide maps identifying snow removal routes, primary sanding routes and secondary sanding routes and road markers and snow stakes at their expense, contractor will assist in determining placement.

<u>Counsel's comment</u> - It has been raised a couple of times that the protestant requested of the District several times, what they requested I'm unsure, but they received the old contract. There are multiple ways for a public entity to pursue a contract: 1) A request for bids. The governing body has developed its contract entirely and it's ready to be signed. 2) In the request for proposal, this body described what it thought made it and believes what made it. Whoever wants to make

proposals gets to design their proposal including how the contract is going to be implemented and how the tasks described are going to be performed. With that design, the governing body can't have a pre-prepared contract ready to sign.

<u>Lopez</u> - stated that the RFP was very clear. There's no basis to come now and unravel all of that, as you had the opportunity to ask questions.

Manchester – At the end of the first Board meeting, Lopez stated that all the snow removal for the hydrants would be extra and that was in their hourly rates. Manchester stated that all the snow removal for the hydrants was included in the hourly rates of our equipment. How can one design a proposal without all the details like how many hydrants need to be cleared?

Counsel's View of Protest 3 — The governing body is free to craft their solicitation as seems proper. The process used by Kingsbury GID included the opportunity for proposers to seek clarification along the way. The solicitation was for snow removal. This protest is from a provider who has performed snow removal for decades and has applied sand and salt every year. Kingsbury GID's solicitations, second bullet of section C, reflects sanding, deicing and anti-icing requirements. If sand and salt cannot be applied, unless they are stored somewhere, it is probably impractical. Sand and salt can be delivered as needed, which is up to the contractor. Who's to say this is up to the contractor because solicitation appears neither vague nor ambiguous at this point, especially given that the contractor is put on notice from the expectation or needs for sand and salt. The failure to mention bus routes was a decision in its crafting. Kingsbury GID is the master of its solicitation. Requirement that hydrants must be cleared within 24 hours is an expressed element of Kingsbury GID solicitation. Kingsbury GID is allowed to craft its solicitation as it deems appropriate. Why Kingsbury GID requires a particular component as solicited is irrelevant and is neither vague nor ambiguous and is not a basis for a protest.

Parks - No comment, agrees with Mr. Felton.

Felton - I saw this protest as having three specific items and I believe Counsel just covered them. One said it didn't specifically call out the need to store salt or sand, I think if you're going to use salt and sand you either must store it or have it delivered on the spot, so I didn't feel there was any obligation for us to cover that and felt it was self-apparent. The second thing was clearing bus routes. Bus routes are roads, and the roads must be kept clear so I'm not sure why we would call it the bus routes. We're not calling out the need to clear roads for the pilot who must get to city or the pregnant mom that needs to get to the hospital. They're all roads that need to be kept clear. The final item is why we didn't explain why the fire hydrants need to be kept clear. We went through this entire process over the last year. It's clear that Kingsbury GID has an obligation to keep them clear. Would have thought that Manchester was aware of this as well. But, in the end, I don't think there's any obligation for us to explain anything. This is our list of requirements, and we are not duty bound to explain it to anyone. I would like to comment on one thing that came up there at the end, that I was surprised by. I thought, and someone can correct me if I'm wrong, after looking at the current contract he believes Lopez has agreed with reads "Preventing berms from forming at hydrants and getting back and clearing those berms" is part of their contract and is within the \$480,000 per season. The only thing that is explicitly exempted from that is something we presented in our RFP, is that they're not responsible for naturally falling snow. If a foot of snow falls, they don't need to be pushing snow around hydrants making a bigger problem or else they will need to go back and fix it. It's my understanding that it's within the fixed fee.

Nelson – When it comes to the vague portion, because we had the Board go over the RFP, I think the Request for Proposal should have gone above and beyond asking for every single little thing that we need as a District since we as the Board are not experts. When I read the request for proposals, I thought okay great, they need to perform the de-icing, but I didn't know the extent on how to store the salt. I would love to have that in the proposals so that I can understand that a little better. For me, I would say there are some aspects that I don't agree with, for example the fire hydrants as we don't have to explain the fire hydrants. When it comes to certain aspects of the RFP, because this Board was doing it and we are not experts in this field, I feel like this should have gone above and beyond with all the requirements we would have needed so that we could have made a better effort to understand. We did our job with what was given to us, but what was given to us wasn't everything that we needed for the safety of our community.

<u>Trigg</u> – Like Sara said "We are not the experts" however, I think that our RFP was not vague or ambiguous and that was one of the problems I had in reviewing, again I don't want to go back to it, but this seems to be a part of what the protest is. Again, we didn't get an RPF that we sent out from Manchester, we got a proposal from them that had certain things crossed out, some of them being snow removal. Can't find the one page that they crossed out and on another page spot they said "to be determined" that had to do with snow removal which was one of our highest concerns for the fire hydrants. With that, I don't believe we were being vague and ambiguous, it was sent out equally to everybody.

Johns - I was on the committee that drafted the RFP. Along the same lines as Sara, I'm no expert in snow removal. Had

I read the original contract and what we required for snow removal, the RFP would have been incredibly different, so I do believe it was vague and ambiguous in my opinion and I'm the guy that drafted it. The committee was me, Dornbrook and Parks.

<u>Dornbrook</u> – I took Sara's comments at that Board meeting to heart quite a bit. As I was one of the authors of the RPF, I do need to refer to legal counsel. I think there is room for discussion on this subject more than the prior two items. Because of Sara's comments at that Board meeting, I felt compelled to give more of an opinion than I may have necessarily given as a staff member on my knowledge and expertise of snow removal and the safety and health component of it. I do echo Johns' thought that perhaps being one of the main authors of the RFP, I wish I would have added more detail.

M-09/23/2025-4 - Motion by Nelson to uphold the protest that the RFP was vague and/or ambiguous, seconded by Johns.

Yeas: Nelson and Johns 2
Nays: Parks, Trigg, and Felton 3
Motion Failed

<u>M-09/23/2025-5</u>— Motion by Felton to find that the protest was neither vague and/or ambiguous and reject the protest, seconded by Trigg.

Yeas: Felton, Trigg, and Parks 3
Nays: Johns, and Nelson 2
Motion Passed

Break: Reconvened at 11:30 a.m.

**Protest 4.** Bias or Unequal Treatment. In no place does the RFP state Kingsbury GID would provide yard space for equipment or sand storage to the winning bidder or that it was an option to have storage space with Kingsbury GID, during the Board meeting it was mentioned that it was offered to Lopez Snow Removal.

Manchester – Under the contract that you guys provided, as the one that would be, used (XXIVV Staging yard Material Storage), contractor must provide its own equipment staging and material storage area at Stateline. NV or within two miles of the District's boundaries. District approves site and contractor operates and maintains the yard in compliance with the state and federal laws. It was not on the RFP that the yard was available. Kingsbury GID is not using the yard because they must get an ingress/egress allowance from the Department of Transportation, which is a lot of money. They used to offer it in the contract about fifteen years ago when they first purchased the property, but then when they found out the DOT needed those egresses. Lopez proposed to park in Summit Village and they proposed to use some of the Op's Yard. It just seems that it was not offered to everyone, so that's unfair. The minutes of August 27th showed Trustees stating concerns where the vehicles are stored (exhibit 9). We're also concerned with (exhibit 13a), (Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio not to exceed 1 part salt and 3 parts type D at contractor's cost.) Contractor should provide covered storage for the sand/salt mixture and maintain moisture content at less that 2%. Alternatively. District, at its discretion, may provide and store mixed sand/salt for contractor's use with appropriate notice. So, by giving Lopez permission to use the yard, you are not offering it to anyone else, that is public procurement processes of a legal entity that undermines the principles of fairness to competition. We've procured 500 tons of sand and salt for the District and usually three quarters of the way we run out. Some service providers are not available for a couple of weeks if we have a huge snowstorm.

Lopez — This is based on the claim that there is bias and unfair treatment. As you all know, in the RFP there wasn't a requirement stating that you had to have a yard in any specific area. It came up in multiple discussions and previous Board meetings. This is a standard practice for Kingsbury GID to allow for this. It is stated on record that this is our only place and there have been a lot of mistakes regarding our intended use of that yard for other contracted jobs, and it's not. We have communicated that it's only for this contract and it's really for the benefit of the residents to have it nearby. I would just note that if we were to acquire a three-acre yard at the top of Kingsbury as the only requirement you would be effectively biased against any other contractor that would ever want to try and bid here. This is part of the reason why Kingsbury GID offers these alternatives to keep it a fair place for other contractors that don't have the historical yard. So, do we have a three-acre yard at the top of Kingsbury "No", but do we have other options? "Yes" and you guys have already evaluated it and found that it's sufficient to satisfy what we need to do to meet the scope of the RFP.

Manchester - It's discrimination to not offer it to everyone.

<u>Counsel's comments on Protest 4</u> – All proposers received the same solicitation. Kingsbury GID can craft solicitations as it desires, and it includes omitting opportunities such as the use of District resources in the execution of the contract.

Proposers are equally free to make the proposals as they believe most advantageous. If the proposer decides to include some use of Kingsbury GID property or assets it makes that proposal at its own risk of rejection. Any proposer could have made the same proposal. It is Counsel's opinion that Kingsbury GID's failure to address use of District facilities and solicitations, as well as its agreement to allow use of those facilities, does not evidence bias or unequal treatment.

<u>Parks</u> – It's not in the facts that we didn't offer it to anybody; Lopez didn't ask for it. They had storage in other places, so I'm not sure we showed bias because they never asked for it. We said a lot of our contractors can use our storage yard. Parks asked Counsel what the definition of bias and Counsel answered; treating different similarly situated entities differently for no apparent reason.

Felton – I thought that the yard was discussed in a public meeting pre-RFP. There was discussion about where you are going to keep your stuff. They had a couple of sites for their own stuff already and I thought that came up as an alternative. I would also point out that even Counsel has already indicated that any copy of the old contract is perhaps an interesting reference, but it's not binding in this situation. Exhibit 13 in the Manchester binder, page 34-35 says "the District at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice". I think Counsel said, correct me if I'm wrong, that the RFP refers to the current Professional Services Agreement and the need to comply. What it says is "The selected vendor must enter into Kingsbury GID's professional services agreement". My understanding of Kingsbury GID's Professional Services Agreement is the contract to be established with the vendor, is that not, right? The answer was unanswered. Another question was, if two different entities were treated differently but it had no negative impact, what would that be considered. Counsel believes that it would be considered - no harm no fowl.

Nelson – On the protest of bias or unequal treatment, that it did not state or was not told that they could use the yard for equipment storage or anything, I would have to agree, they are correct. I did have to ask Lopez, where are you guys going to be located and they said, "We were told we could use your yard". It was not said to Manchester or Colbre who was down in Gardnerville who had an astronomic number, who knows maybe that number would have come down if they would have known they could store things at our facility. So, when it comes to this claim that we offered it to one and not to all, I would have to agree. In these types of processes if there are going to be resources provided they need to be offered to everybody.

Johns — I wholeheartedly agree with Sara's comments; it could have changed the other bidders' amounts, Colbre thinking they may have had to bring their equipment up all the way from the valley. It's also my opinion that it is in the contract, which is referred to in our RFP, that the Professional Services Agreement was made part of the RFP, and we requested that if you didn't agree with something you were to cross it out and provide alternative language. Lopez's RFP specifically states that they raise no concern with our Professional Services Agreement. So, that requirement, to have that storage facility, has become part of that RFP and feel it is unfair to not have offered that to the other two competitors. Manchester obviously has a yard, Colbre didn't and that could have affected their price had they known that they could use our yard. In the RFP, it states that the current contract is part of the RFP. Besides that, the fact that it wasn't offered to Colbre alone is grounds for bias.

<u>Trigg</u> — It sounds like there were questions asked by both entities and they were answered by different people. One company's concern was not the same as the other company's concern. I remember when we were putting this together before the RFP went out. People who answered those questions had the opportunity to discuss this in an open meeting. Lopez asked a question that was not answered by the Board, it was answered by Esenarro. I believe the Board was extremely concerned about getting the RFP right. I think one company asked a question and got an answer; another company asked a different question and got an answer. I don't think there was any bias or any attempt to decrease one's chances and decrease the other chances. We went about this in the best way and fair way that we could with our RFP.

<u>M-09/23/2025-6</u> – Motion by Nelson, seconded by Johns to uphold the Protest 4 for bias and unfair treatment, that the RFP did not state that Kingbury GID will provide storage space.

Yeas: Nelson and Johns

2

Nays: Parks, Trigg, and Felton

Motion Failed

M-09/23/2025-7- Motion by Felton, seconded by Trigg to reject Protest 4.

Yeas: Felton, Trigg, and Parks

3

Nays: Johns, and Nelson

2

Motion Passed

<u>For Discussion and Possible Action:</u> Award of Snow Removal Contract. This item shall not be entertained if the Board of Trustees sustains any protest considered during the prior agenda item.

<u>M-09/23/2025-8</u>— Motion by Johns, seconded by Trigg, and unanimously passed to table the award of the snow removal contract to a later meeting.

#### **FINAL PUBLIC COMMENT -**

Patty Page – Noted that neither of the proposals were completed per the RFP. Charlena, yours, was construed as messy. There were a lot of things missing, I noticed ten things that I spoke with Dornbrook about. The RFP didn't include staging at the residence expense for Lopez storing their property which is shared between Nevada and California contracts. I don't know why we're doing that, we paid for it, it's our property, we paid for it through our rates. I also don't understand how you approve or awarded a contract that wasn't even written. You were going based on a previously written contract that specifically states that they must provide their own property for staging all their equipment and materials. That is in Charlena's contract. I respect all your opinions and your votes. I'm glad that you have tabled this.

<u>Manchester</u> – Regarding the use of the Ops Yard, Flipper and I have discussed for a couple of years, since 2023 when NDOT shut down the roads, that it would have been nice to have a couple loaders stored up towards the top of the grade because accidents between our yard and the top have delayed us 2-3 hours at a time due to major accidents. We have guys that live in Summit Village and down the mountain that could access them in that case.

<u>Sara Lopez</u> – We just wanted to thank the Board for engaged conversations. You are very thorough and meticulous. We're ready to go, we're preparing and know we are an extension of the District. We will be serving everybody with integrity, professionalism and capital execution.

<u>Bob Keller</u> – Tramway has had construction for the last 5 months that is painfully slow. They are going on an average of 4 inches an hour. They are not efficient. I'm an engineer and we would prep, stage etc. with 10–12-hour windows.

#### <u>ADJOURNMENT</u>

The Protest Hearing adjourned at 12:32 p.m.

#### M-9/23/2025-9

3	
Respectfully submitted,	Attest:
Sandy Parks, Chair	Cindy Trigg, Secretary



#### Kingsbury General Improvement District Board of Trustees

Sandy Parks, Chair Ed Johns, Vice Chair Cindy Trigg, Secretary/Treasurer Greg Felton, Trustee Sara Nelson. Trustee

# MEETING MINUTES MEETING OF THE KGID BOARD OF TRUSTEES AWARD OF SNOW REMOVAL CONTRACT HELD AT 160 PINE RIDGE DR. STATELINE, NV ON TUESDAY SEPTEMBER 30, 2025

<u>CALL TO ORDER</u> - The meeting was called to order at the Kingsbury General Improvement District office located at 160 Pine Ridge, Stateline, Nevada at 8:03 a.m.

#### PLEDGE OF ALLEGIANCE

ROLL CALL – In person attendance were Trustees Parks, Johns, Nelson, Trustee Felton attended via Zoom. Trustee Trigg initially attended via Zoom at the beginning of the meeting, then attended in person for a period, then left the meeting to join by Zoom again. Also, there was present General Manager Dornbrook, Interim Utility Operations Superintendent Byran Moss, Admin. & H.R. Supervisor Judy Brewer. General Counsel Chuck Zumpft attended via Zoom and left the meeting returning later. Public attendees inclueded: Lynette Stoudt, Mike Paulson, Jason Torres, Marilyn Spencer, Jaime Lopez, Sara Lopez, Tony Garcia, Cory Labato, Carl Bachholz, Flipper Manchester, Charlena Manchester, Rodney Vonahsen. Public attendees on Zoom included: Jodie Nelson, Tahoe Chamber, C. Bibb, Summit Village, Paul Corbani, Rdira, Chris Larson, Rubio-Aguilar, Sharon Conniff, Matt, Candace Michelle, Susan Cutuli, Jenell. Note: There may have been public attendees that did not use the sign-in sheet or identify themselves on Zoom.

#### **PUBLIC COMMENT** –

<u>Jodie Nelson</u> – Raised concerns about the time of the meeting, suggesting it was inconvenient for community participation.

<u>Janet Murphy</u> – A former legislative advisor, expressed deep concern about safety and ethics in the District's operations, emphasizing the need for thorough investigation of contractors and their backgrounds. She also highlighted the importance of listening to constituents and taking their comments into account.

<u>Michelle Koluson</u> – Gave kudos to Manchester, noting the way they keep the roads clear is amazing.

<u>Cory Labato</u> – Works at Zephyr Post Office and emphasized how the Board is not listening to the public as they have hired the Board to speak for them. Seventy-five to eighty percent of the people here are in favor of Manchester and you

still aren't listening.

<u>Jessica Grime</u> – Emphasized that the RFP process may not have adequately reflected community needs, potentially putting residents and emergency services at risk.

Rodney Vonahsen – Listed several concerns and raised questions about Lopez's operational capabilities and preparedness for winter conditions.

Rae Dira – Long time South Lake Tahoe resident who cares for people who live here, stated that she is saddened that the Board is not listening to the people who voted them into office.

Marilyn Spencer – Would like to reiterate what Cory Labato said about the Board not listening to the people of this community. You're not taking safety into consideration, and you don't understand that despite the overwhelming response that Manchester has received regarding keeping their contract, the Board is not listening.

Paul Corbani - Expressed his support for the Board choosing Lopez Snow Removal.

<u>Dan Orr</u> – Why is the Board taking such an enormous risk? It's a huge gamble. What's on the table is the safety of everyone in this community.

Charles Manchester - Has been in Tahoe for 62 years. His grandfather started the water company for Kingsbury Grade.

We're the first responders. If we don't get the roads plowed quickly and safely, the fire department and sheriffs aren't able to help the community. That's why I dedicated myself and still will to this community.

Rosie Labato – Would really like the Board to listen to them regarding their safety. Manchester has experience and knowledge. She's tired of the board not listening and not voting the right way.

<u>Jodie Nelson</u> – Wanted to note that she thinks it concerning that there is no legal counsel currently present for such a contentious issue, and she hopes that we have the proper counsel as far as the legalities to all of this or you should reschedule your meeting for a time when you do.

<u>Cory Labato</u> – Can't believe that we would go against the Fire Chief who has supported Manchester and you're still not listening to the safety for the first responders. Why aren't you listening to the Fire Chief?

#### APPROVAL OF AGENDA -

M-09/30/2025-1 - Motion by Nelson, seconded by Trigg, and unanimously passed to approve the agenda.

#### **NEW BUSINESS FOR POSSIBLE ACTION:**

#### Approval of Snow Removal Contract with Lopez Snow Removal

The District's current snow removal contract expires on September 30<sup>th</sup>, 2025. To secure a new agreement, the District issued a Request for Proposals (RFP) on July 28, 2025. The RFP was advertised in local newspapers, posted on the District's website, and distributed to potential proposers. Three timely and responsive proposals were received respectively from Manchester Enterprises Inc., Lopez Snow Removal, and Colbre Grading and Paving. Proposals were opened on August 21, 2025, and evaluation the Board voted 3-2 award the contract to Lopez Snow Removal.

Yeas: Parks, Trigg, and Felton Nayes: Johns and Nelson

Manchester Enterprises Inc. issued a Notice of Protest of Contract Award for RFP on September 11, 2025. A Protest hearing was held on September 23, 2025, during which the Board considered all four protest claims. Each was rejected by vote, and the Board directed staff to proceed with contract negotiations with Lopez Snow Removal.

Dornbrook said that in Appendix A (Section XXIV) Staging Yard and Materials Storage, that the following language has changed. If the Nevada Department of Transportation (NDOT) determines that changes to the entrance/exit (ingress/egress) of the District's operation yard are required. The contractor **may not use the operations yard until such changes are made or NDOT provides a waiver**.

The focus was on reviewing equipment requirements for the snow removal contract. Lopez confirmed they have secured all necessary equipment, meeting the required specifications. Lopez noted that some equipment orders cannot be finalized until the contract is signed. The discussion revealed some confusion about equipment specifications and tonnage capacities, which Lopez clarified during the meeting. The Board discussed concerns about the October 10<sup>th</sup> deadline, with a suggestion from Felton to extend it to three weeks due to delays. The contract requires proof of purchase by October 10<sup>th</sup> and equipment readiness by October 30<sup>th</sup>, though there was agreement that some flexibility could be allowed.

#### **PUBLIC COMMENT --**

Rodney Vonahsen – Believes Lopez's equipment is to small and dangerous and will not perform for what they need.

Mike Paulson – Questioned if the Summit Village equipment is being split in two to service both the Village and Kingsbury GID.

<u>Unknown</u> – In terms of the contract deadline. If you have until the 24th to receive the equipment, you can't train people on equipment that you don't have. This is a big concern for safety in my opinion.

Marilyn Spencer - Stated that Lopez can't train people on equipment by using the lake.

Cory Labato - His one concern is where and how are they going to store the sand and salt without it getting wet.

Charles Manchester - Questioned how much salt and sand they are planning on storing.

<u>Cory Labato</u> – How many other accounts does Lopez have and how are we gong to be prioritized as Kingsbury GID? <u>Janet Murphy</u> – Has a deep concern about the RFP, should have put the RFP back out to bid. Public Safety is number one.

<u>Jodie Nelson</u> – Wanted to make a point that in the contract it talks about utilizing the Operations Yard. Years ago, we tried to change the scope of the Operations Yard and NDOT required a deceleration lane for something other than storage, which is what we are using it for now. Kingsbury GID needs to make sure that NDOT doesn't have any input into this now.

Alan Lorenz – After the RFP went out, and if it wasn't sufficient, then how would Lopez score so high on your matrix?

<u>Dornbrook</u> - Manchester has very good points regarding fuel, power outages, salt storage etc. His biggest concern is the ingress/egress at the storage yard. This is a very difficult situation as you all know. I will vow that Lopez is successful, and the community is safe. There will be a plan B.

Johns - What is plan B?

<u>Dornbrook</u> – I don't want to discuss my plan B in this meeting as this a contract award meeting. I've been formulating one, but nothing is official yet.

<u>Felton</u> – The community has made it very clear the value and respect for Manchester. I would like to believe that if this doesn't work for Lopez, it's a huge opportunity for Manchester to show them we couldn't do it without them.

M-09/30/2025-2 - Motion by Felton, seconded by Trigg to accept the three-year contract for Lopez Snow Removal.

Yeas: Parks, Trigg, and Felton 3
Nayes: Johns and Nelson 2

#### **Motion Passed**

The Board voted 3-2 to award the snow removal contract to Lopez, with the contract starting October 1st and requiring proof of purchase by October 10th and all equipment on site by October 30th, also adopting clarified language regarding NDOT and the Operations Yard. Following the vote, there was discussion about the need for a Plan B if the contract with Lopez does not work out. Dornbrook mentioned he's working on contingency plans.

<u>Janet Murphy</u> – This is an awkward position for the Lopez folks because I know early on, they were being solicited by the previous General Manager. Back in the day there wasn't anybody stepping on each other's toes. No one would go into other people's territories.

<u>Jodie Nelson</u> – I wanted to comment on the fact that one of your Trustees is acting so unprofessional. Cindy Trigg yelling at the board and the public storming out of the meeting is ridiculous and you should probably have some additional training for that. The fact that she constantly speaks under her breath during the meeting when she's there. She's constantly interrupting people is unprofessional, and it should be addressed.

Johns - There is a recall process.

#### ADJOURNMENT

#### M-9/30/2025-4

Meeting adjourned at 10:10 a.m.	
Respectfully submitted,	Attest:
Sandy Parks, Chair	Cindy Trigg, Secretary

#### KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #7

#### TITLE: APPROVAL OF LIST OF CLAIMS

For Discussion and Possible Action. Review and approve the monthly claims which were paid by the district from September 12th to October 16, 2025

MEETING DATE: 21 October 2025

PREPARED BY: Derek Dornbrook, General Manager

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Trustees review and approve the list of claims for September 12<sup>th</sup> to October 16, 2025, from check number 65712 to 65788 for a total of \$1,170,090.54.

#### **BACKGROUND INFORMATION:**

Each month the district is billed from vendors for a variety of goods and services which are necessary and appropriate for the district operations and administration. In exercising fiduciary duties, these are reviewed and approved monthly by the Board of Trustees.

#### **INCLUDED:**

• List of Claims for September 12, 2025, through October 16, 2025

#### Fund impacted by above action:

(X) All Funds	() Not a Budget Item
() Water Fund	() Sewer Fund
() General Fund	() Snow Removal Fund
() Not Budgeted for	() Emergency Spending

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65712	9/16/2025	GREGORY FELTON	Employee: FELTON; Pay Date: 9/16/2025	739.12
65713	9/16/2025	EDWARD J. JOHNS	Employee: JOHNSE; Pay Date: 9/16/2025	739.12
65714	9/16/2025	SANDRA D. PARKS	Employee: PARKS; Pay Date: 9/16/2025	689.12
65715	9/16/2025	SARA NELSON	Employee: SNELSO; Pay Date: 9/16/2025	739.12
65716	9/16/2025	CYNTHIA M. TRIGG	Employee: TRIGG; Pay Date: 9/16/2025	739.12
65717	9/16/2025	AFLAC	ACCT. FA935 LIFE INSURANCE DORNBROOK, EDWARDS, JOHNS, MOSS,	605.55
65718	9/16/2025	AIRGAS USA, LLC	RENT LIQUID IND LG 190-300 LT NITRO	957.03
65719	9/16/2025	ASPEN DEVELOPERS CORP	PAY APPLICATION 8 #30113 TRAMWAY & TINA WATERLINE	0.00
65720	9/16/2025	DOWL, LLC	ENGINEERING SERVICES 2025 ROAD REHAB/REPLACEMENT PROJECT	41,184.50
	9/16/2025	DOWL, LLC	GENERAL SERVICES	2,805.25
65720 65721	9/16/2025	MICHAEL EDWARDS JR.	REIMBURSE AMAZON RECIEPT RUBBER WORK BOOTS	132.54
65722	9/16/2025	EMPLOYERS ASSURANCE CO.	WORKERS COMPENSATION INSTALLMENT 04 10/01/25	1,123.00
65723	9/16/2025	FLYERS ENERGY LLC	FUEL REGULAR 215 GAL DIESEL 321 GAL	2,281.63
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-150-0119-103174-5 EASY	51.11
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-150-0120-092376-5 DCLTSA	51.11
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-586-8471-100215-5 STATION 1	175.11
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-1065-022924-5 160 PINERIDGE	218.59
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-2401-060791-5 PALISADES	41.96
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-2410-111700-5 EASY	99.06
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-2419-091195-5 PALISADES	99.06
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-2705-024476-5 TERRACE VIEW	330.92
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-4482-052798-5 MARKET	53.08
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-7495-061182-5 MARKET	43.56
65724	9/16/2025	FRONTIER COMMUNICATIONS	775-588-8311-081082-5 GALAXY	58.68
65725 65725	9/16/2025 9/16/2025	KINGSBURY AUTOMOTIVE & SUPPLY KINGSBURY AUTOMOTIVE & SUPPLY	PURPLE POWER 400Z SWEEPER 2.5DEF	5.79 16.99
				Page:

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65726	9/16/2025	KONICA MINOLTA PREMIER FINANCE	ACCT. 3691777720 KONICA LEASE 9/1 TO 9/30/25	399.60
65727	9/16/2025	LINDE GAS & EQUIPMENT INC.	INDUSTRIAL ACETYLENE IND HIGH PRESSURE	212.50
65728	9/16/2025	MINDEN LAWYERS, LLC	LEGAL FEES HYDRANT FLOOD CLAIMS	2,913.50
65729	9/16/2025	NEVADA LEAGUE OF CITIES	FY26 ANNUAL MEMBERSHIP DUES	0.00
65730	9/16/2025	OWEN EQUIPMENT	RETURNED 8IN DEBRIS HOSE	(1,751.68)
65730	9/16/2025	OWEN EQUIPMENT	VACTOR DEBRIS HOSE 8X6 QTY 2	1,751.68
65730	9/16/2025	OWEN EQUIPMENT	VACTOR PARTS DEBRIS HOSE, HOSE END WELD, ELBOW WELDMENT, NOZ	6,772.71
65731	9/16/2025	QUADIENT LEASING USA, INC.	ACCT. 1218695 POSTAGE METER RENT & ONLINE-RATE MAINTENANCE	102.00
65732	9/16/2025	ROTORK CONTROLS INC	STATION 1 VALVE ACTUATOR	2,299.30
65733	9/16/2025	ROUND HILL GENERAL IMPR DIST	COMMERCIAL CONSUMPTION DORLA CT. 7/31 TO 8/29/25	1,648.20
65734	9/16/2025	SGS SILVER STATE LABORATORIES	COLIFORMS-P/A & COLIFORMS-QT	324.00
65735	9/16/2025	SHRED-IT	SHRED	37.00
65736	9/16/2025	SOUTHWEST GAS CORPORATION	298 KINGSBURY CIR	32.46
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000322763 3 BUCHANAN RD PUMP	35.59
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000561117 698 KINGSBURY GRADE	36.37
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000561180 5 KIMBERLY BROOKE LN PUMP	34.80
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000561274 4 ANDRIA DR (384) PUMP	36.37
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000561387 2 TERRACE VIEW DR PUMP	35.59
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000799713 160 PINE RIDGE DR 1	61.59
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000799717 298 KINGSBURY CIR UP	32.46
65736	9/16/2025	SOUTHWEST GAS CORPORATION	910000799718 298 KINGSBURY CIR DOWN	38.77
65737	9/16/2025	PUBLIC EMPLOYEES BENEFIT PROG	ACCT. 360 MEDICAL INSURANCE BREWER, DORNBROOK, ESENARRO, BYR	6,097.97
65737	9/16/2025	PUBLIC EMPLOYEES BENEFIT PROG	ACCT. 841 MEDICAL INSURANCE MCKAY, RUNTZEL, VOSBURG	1,253.53

Date: 10/16/25 03:42:38 PM Page: 2

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65738	9/16/2025	TAHOENOW VENTURES LLC	PARTIAL REFUND PERMIT 2022-12 155 SIERRA COLINA SERVICE CHAR	2,574.00
65738	9/16/2025	TAHOENOW VENTURES LLC	PARTIAL REFUND PERMIT 2022-13 157 SIERRA COLINA SERVICE CHAR	2,394.00
65738	9/16/2025	TAHOENOW VENTURES LLC	PARTIAL REFUND PERMIT 2022-4 154 SIERRA COLINA SERVICE CHARG	1,808.00
65738	9/16/2025	TAHOENOW VENTURES LLC	PARTIAL REFUND PERMIT 2022-7 156 SIERRA COLINA SERVICE CHARG	1,808.00
65739	9/16/2025	VERIZON WIRELESS	MONTHLY GPS SERVICES MEI SNOW REMOVAL EQUIPMENT 8/2025	227.40
65740	9/19/2025	JUDITH BREWER	Employee: BREWER; Pay Date: 9/19/2025	2,306.75
65741	9/19/2025	DERREK DORNBROOK	Employee: DORNBR; Pay Date: 9/19/2025	3,832.47
65742	9/19/2025	MICHAEL E. EDWARDS, JR	Employee: EDWARD; Pay Date: 9/19/2025	2,199.11
65743	9/19/2025	JOSEPH ESENARRO	Employee: ESENAR; Pay Date: 9/19/2025	3,547.30
65744	9/19/2025	BRANDY JOHNS	Employee: JOHNS; Pay Date: 9/19/2025	2,051.66
65745	9/19/2025	SHANE T. MORTENSEN	Employee: MORTEN; Pay Date: 9/19/2025	3,336.82
65746	9/19/2025	BYRAN D. MOSS	Employee: MOSS; Pay Date: 9/19/2025	2,827.99
6574 <b>7</b>	9/19/2025	JEFF M. SIMAS	Employee: SIMAS; Pay Date: 9/19/2025	1,609.34
65748	9/19/2025	LEIGH C. STANTON	Employee: STANTO; Pay Date: 9/19/2025	1,451.23
65749	9/19/2025	JEFF T. WOOD	Employee: WOOD; Pay Date: 9/19/2025	1,756.41
65750	9/19/2025	JUDITH BREWER	Employee: BREWER; Pay Date: 9/19/2025	7,187.40
65751	9/19/2025	JOSEPH ESENARRO	Employee: ESENAR; Pay Date: 9/19/2025	2,644.20
65752	9/22/2025	PUBLIC EMPLOYEES	EMPLOYEE AND EMPLOYERS PERS CONTRIBUTION 9/25	28,994.68
65753	9/16/2025	ASPEN DEVELOPERS CORP	PAY APPLICATION 8 #30113 TRAMWAY & TINA WATERLINE	281,608.59
65754	9/29/2025	AIRGAS USA, LLC	NITROGEN LIQFG 265LTRS 350 PSI	542.62
65755	9/29/2025	AT & T MOBILITY	ACCT. 287301170124 CELL PHONES	621.11
65756	9/29/2025	CHARTER COMMUNICATIONS	ACCT. 8411100140031448 169 TERRACE VIEW	150.00
65756	9/29/2025	CHARTER COMMUNICATIONS	ACCT. 8411100140098488 97 BEACH CLUB DR	160.00

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65756	9/29/2025	CHARTER COMMUNICATIONS	ACCT. 8411100140191184 160 PINERIDGE DR	154.99
65757	9/29/2025	DOWL, LLC	ENGINEERING SERVICES 2024 WATERLINE IMPROVEMENT 8/25	49,369.25
65758	9/29/2025	HOMESERVE USA	LOSS & LINE INSURANCE 7/2025	1,535.80
65758	9/29/2025	HOMESERVE USA	LOSS & LINE INSURANCE 8/25	1,538.80
65759	9/29/2025	STATIONARY ENGINEERS LOCAL 39	LOCAL 39 EMPLOYEES HEALTH/LIVE PREMIUMS 11/2025	17,885.00
65759	9/29/2025	STATIONARY ENGINEERS LOCAL 39	PIERSON MEDICAL INSURANCE PAID IN ERROR 8/2025	(2,555.00)
65760	9/29/2025	IUOE STATIONARY ENGINEERS LO39	EMPLOYEE UNON DUES 10/2025	567.33
65761 <b>65762</b>	9/29/2025 <b>VOI</b>	MICHAEL HOHL AUTOMOTIVE NV ENERGY	TRUCK #1929 PLOW SOLENOID PUMP	46.71
65763	9/29/2025	NV ENERGY	1000044046907329692 399 EUGENE DR	960.20
65763	9/29/2025	NV ENERGY	1000044046907329692 KINGSBURY GRADE UNIT F1	19.46
65763	9/29/2025	NV ENERGY	1000044086803270814 801 KINGSBURY GRADE UNIT LIGHTS	33.79
65763	9/29/2025	NV ENERGY	1000044086803294236 160 PINERIDGE DR UNIT LIGHTS	11.26
65763	9/29/2025	NV ENERGY	1000044086803297452 298 KINGSBURY GRADE APT ADOWN	62.86
65763	9/29/2025	NV ENERGY	1000044086803297460 298 KINGSBURY GRADE APT B-UP	260.95
65763	9/29/2025	NV ENERGY	1000044086803297478 298 KINGSBURY GRADE APT CDOWN	58.27
65763	9/29/2025	NV ENERGY	1000044086803297486 298 KIGNSBURY GRADE APT DDOWN	70.13
65763	9/29/2025	NV ENERGY	1000044086803297718 403 KIMBERLY BROOKE LN	286.30
65763	9/29/2025	NV ENERGY	1000044086803301502 504 LAUREL LN UNIT PMPSTA	36.64
65763	9/29/2025	NV ENERGY	1000044086803301940 EASY ST UNIT N/T134	39.22
65763	9/29/2025	NV ENERGY	1000044086803305073 KINGSBURY GRADE UNIT PMPPLS	44.80

Date: 10/16/25 03:42:38 PM

Page: 4

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65763	9/29/2025	NV ENERGY	1000044086803320205 KINGSBURY GRADE UNIT PMPHS2	4,279.88
65763	9/29/2025	NV ENERGY	1000044086803320221 314 ANDRIA WAY UNIT BRADBU	1,862.55
65763	9/29/2025	NV ENERGY	1000044086803320239 698 KINGSBURY GRADE UNIT NTFRS	1,662.78
65763	9/29/2025	NV ENERGY	1000044086803320247 176 BUCHANAN RD UNIT PMPHS3	2,866.88
65763	9/29/2025	NV ENERGY	1000044086804621577 801 KINGSBURY GRADE UNIT B	39.38
65763	9/29/2025	NV ENERGY	1000044086805221187 180 LAKE PKWY UNIT PUMP	788.12
65763	9/29/2025	NV ENERGY	1000044086807006297 97 BEACH CLUB DR	9,680.93
65763	9/29/2025	NV ENERGY	1000044086808604306 160 PINERIDGE DR	180.15
65763	9/29/2025	NV ENERGY	1000044087003270836 801 KINGSBURY GRADE	36.64
65763	9/29/2025	NV ENERGY	1000044771003320176 KINGSBURY GRADE UNIT DISPMP	904.13
65763	9/29/2025	NV ENERGY	100044086803274204 GALAXY LN PUMP	73.32
65764	9/29/2025	SIERRA NEVADA CONSTRUCTION	2025 ROAD REHABILITATION PROJECT PAY 2 8/2025	547,720.60
65765	9/29/2025	SOUTH TAHOE REFUSE	ACCT. 10-41521 5 160 PINERIDGE/298 KINGSBURY COMM BIN 8/25	482.16
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENETION SEWER PUMP STATION MAINTENANCE 9/2025	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE 10/2024	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE 11/2024	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE 12/24	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE 4/25	854.98

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE 6/2025	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE CONTRACT 1/2025	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCE FEB 2025	854.98
65766	9/29/2025	SUMMIT PLUMBING LLC	RETENTION SEWER PUMP STATION MAINTENANCT 05/2025	854.97
65767	9/29/2025	TAHOE BASIN CONTAINER	ACCT. 50-6791 3 801 KINGSBURY GRADE BEAR PROOF RENT 8/25	30.00
65768	10/3/2025	JUDITH BREWER	Employee: BREWER; Pay Date: 10/3/2025	2,306.75
65769	10/3/2025	DERREK DORNBROOK	Employee: DORNBR; Pay Date: 10/3/2025	3,859.19
65770	10/3/2025	MICHAEL E. EDWARDS, JR	Employee: EDWARD; Pay Date: 10/3/2025	2,898.69
65771	10/3/2025	BRANDY JOHNS	Employee: JOHNS; Pay Date: 10/3/2025	2,127.83
65772	10/3/2025	MICHELLE M. MCCOY	Employee: MCCOY; Pay Date: 10/3/2025	1,629.55
65773	10/3/2025	SHANE T. MORTENSEN	Employee: MORTEN; Pay Date: 10/3/2025	3,132.13
65774	10/3/2025	BYRAN D. MOSS	Employee: MOSS; Pay Date: 10/3/2025	3,183.68
65775	10/3/2025	JEFF M. SIMAS	Employee: SIMAS; Pay Date: 10/3/2025	1,658.62
65776	10/3/2025	LEIGH C. STANTON	Employee: STANTO; Pay Date: 10/3/2025	1,516.50
65777	10/3/2025	JEFF T. WOOD	Employee: WOOD; Pay Date: 10/3/2025	1,830.84
	10/6/2025	DERREK DORNBROOK	REIMBERSE BLUE DOG PIZZA LUNCHEON RECOGNTION 20 MILE STONE	246.83
65778	10/6/2025	DERREK DORNBROOK	REIMBURSE LAKE TAHOE MSSGE AWARD RECOG MILSTONE 20 YR OF SER	150.00
65779	10/6/2025	EMPLOYER LYNX, INC.	BACKGROUND SCREENING WATER OPERATOR TIM ROBERTS	160.00
65780	10/6/2025	BEATRIZ HERNANDEZ	160 PINERIDGE FOUR CLEANINGS SEPT. 2025	2,000.00
65781	10/6/2025	LOPEZ HOME ENTERPRISES LLC	SNOW REMOVAL SERVICES 10% OF CONTRACT 10/2025	48,000.00
65782	10/6/2025	JOSEPH MOREIRA MURDACH	REFUND PERMIT 2023-3 184 MEADOW LN	1,287.00
65783	10/6/2025	PYE-BARKER FIRE & SAFETY	VARIOUS STATION ALARM MONITORING 10/01 TO 12/31/25	2,062.02

Date: 10/16/25 03:42:38 PM Page: 6

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number C	heck Date	Payee	Transaction Description	Check Amount
65784 65784 65784	10/6/2025 10/6/2025 10/6/2025	SGS SILVER STATE LABORATORIES SGS SILVER STATE LABORATORIES SGS SILVER STATE LABORATORIES	BROMATE COLIFORMS-QT FY24 WATERLINE TRAMWAY COLIFORMS-P/A SAMPLES	175.00 216.00 88.00
65784 65785	10/6/2025 10/6/2025	SGS SILVER STATE LABORATORIES SPRINGBROOK SOFTWARE COMPANY	LEAD COPPER DW  COMPUTER EXP/ACH & CC CHARGES SEPT 2025	100.00 1,748.00
65785	10/6/2025	SPRINGBROOK SOFTWARE COMPANY	SPRINGBROOK ADD-ONS PLANNING .50 HRS.	87.50
65785 65786 -65	10/6/2025 787 Va	SPRINGBROOK SOFTWARE COMPANY d US Bank Visa Reward:	SPRINGBROOK GL + AP	756.00
65788	10/6/2025	US BANK VISA REWARDS	BM COLE-PARMER STATION 1 UVT CUVETTE QUARTZ	286.93
65788	10/6/2025	US BANK VISA REWARDS	BM FROMM POWER SUPPLY FOR EDGEWOOD INTERTIE	346.26
65788	10/6/2025	US BANK VISA REWARDS	BM LOWES STATION 3&5 KEMTEK LIQUID CHLORINE QTY 8	111.84
65788	10/6/2025	US BANK VISA REWARDS	BM LOWES STATIONS 3&5 KETEK LIQUID CHLORINE QTY 8	111.84
65788	10/6/2025	US BANK VISA REWARDS	BM THE BOSWORTH CO TREATMENT PLANT PART TRANSFER PUMP	32.45
65788	10/6/2025	US BANK VISA REWARDS	JB APWA PUBLICATION WATER OPERATOR 45 DAY POSTING	375.00
65788	10/6/2025	US BANK VISA REWARDS	JB COSTCO BLUE DEF DIESEL FOR TUCKS	58.11
65788	10/6/2025	US BANK VISA REWARDS	JB GOVERNMENT JOBS PUBLICATION WATER OPERATOR	199.00
65788	10/6/2025	US BANK VISA REWARDS	JB INDEED UTILITY BILLING CORDINATOR PUBLICATION 8/31/25	101.86
65788	10/6/2025	US BANK VISA REWARDS	JB PORT OF SUBS BOARD MEETING 9/16/25	74.75
65788	10/6/2025	US BANK VISA REWARDS	JB SILVER FLUME NOTARY TRAINING 8/28/25	82.00
65788	10/6/2025	US BANK VISA REWARDS	JB SOUTHWEST AIRLINES FLIGHTS LEIGH & MICHELLE SPRINGBROOK C	463.92
65788	10/6/2025	US BANK VISA REWARDS	JB SPRINGBROOG CONFERENCE MCCOY & STANTON 10/28 TO 10/29/25	1,790.00
65788	10/6/2025	US BANK VISA REWARDS	JB SUMMIT PEST MGMT 160 PINERIDGE	87.77
65788	10/6/2025	US BANK VISA REWARDS	JB TAHOE BAGEL EMPLOYEE LUNCH PER BOARD CHAIR	88.70

Check/Voucher Register - LIST OF CLAIMS From 9/12/2025 Through 10/16/2025

Check Number	Check Date	Payee	Transaction Description	Check Amount
65788	10/6/2025	US BANK VISA REWARDS	JB UNITED STATES POSTAL SERVICE CERT MAIL MANCHESTOR	10.48
65788	10/6/2025	US BANK VISA REWARDS	JE ATLANTIS HOTEL FOR AWWA CONFERENCE 10/7 TO 10/9/25	147.77
65788	10/6/2025	US BANK VISA REWARDS	JE AWWA CONFERENCE 10/7 TO 10/9/25	495.00
65788	10/6/2025	US BANK VISA REWARDS	LS COSTCO BATTERIES 9V/D/C, BATH TISSUE, PAPER TOWELS, PAPER	200.81
65788	10/6/2025	US BANK VISA REWARDS	LS LEIGH VDARA HOTEL SPRINGBROOK CONFERENCE 10/27 - 10/29	214.29
65788	10/6/2025	US BANK VISA REWARDS	LS MICHELLE VDARA HOTEL SPRINGBROOK CONFERENCE 10/27 - 10/28	214.29
65788	10/6/2025	US BANK VISA REWARDS	LS STAPLES CASH REG/POS ROLLS, LENS CLEAINING WIPES, COPY PA	155.81
65788	10/6/2025	US BANK VISA REWARDS	LS STATION 2 INK 74XL	64.20
65788	10/6/2025	US BANK VISA REWARDS	LS XSTAMPER JUDY NOTARY STAMP	54.18
65788	10/6/2025	US BANK VISA REWARDS	ME EREPLACEMENT PARTS FOR PRESSURE WASHER	404.61
65788	10/6/2025	US BANK VISA REWARDS	ME EREPLACEMENTPART.COM FUEL NOZZLE FOR PRESURE WASHER	74.16
65788	10/6/2025	US BANK VISA REWARDS	ME EREPLACEMENTPARTS.COM REFUND SHIPPING FUEL NOZZLE	(15.99)
65788	10/6/2025	US BANK VISA REWARDS	SM HOTEL FOR CLA VAL CLASS 2/9 TO 2/13/25	415.89
65788	10/6/2025	US BANK VISA REWARDS	SM LOWES STATIONS 3&5 KEMTEK LIQUID CHLORINE QTY 8	91.84
65788	10/6/2025	US BANK VISA REWARDS	SM OFFICE DEPOT STATION 1 HP74 BLACK	43.69
65788	10/6/2025	US BANK VISA REWARDS	SM SAFEWAY STATION 1 DISTILLED WATER	19.96
65788	10/6/2025	US BANK VISA REWARDS	SM SOUTHWEST FLIGHT ROUND TRIP CLA VAL CLASS 2/9 TO 2/13/26	446.36
65788	10/6/2025	US BANK VISA REWARDS	TRUCK #2533 OREILLY POWER SOCKET	15.05
Report Total				1,170,090.54

# MISSING OR VOIDED CHECKS

D	ATE	CHECKS	PAYEE	MISSING/VOIDED_
09	9/29/25	65762	NV ENERGY	VOIDED
	, ,		US BANK VISA REWARDS	VOIDED
			US BANK VISA REWARDS	VOIDED

# KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #8

TITLE: 510 LAUREL LANE EASEMENT REQUEST AND RELATED ALTERNATIVES

**MEETING DATE: 21 October 2025** 

PREPARED BY: Derek Dornbrook, General Manager

#### **RECOMMENDED ACTION:**

Authorize staff and legal counsel to engage with the requesting parties regarding the following alternatives and return to the Board with terms for approval:

- 1. Replace and relocate Pump House and associated infrastructure, at the sole expense of the requesting parties and with full KGID oversight and approval (Exhibit #2).
- 2. Reroute water main and provide vault access (Exhibit #3).
- 3. Sale of the subject parcel (510 Laurel Lane) or a portion thereof to the requesting parties, subject to legal review, public notice, appraisal, and board discretion.

One or more of these alternatives may be pursued as directed by the Board following further analysis.

#### **BACKGROUND:**

In early 2025, KGID was contacted by Kemper Hendrick and Marika Weseloh, owners of APNs 1318-24-601-001 and 1318-24-601-002, regarding an easement request across KGID-owned land located at 510 Laurel Lane (APN 1318-24-710-001). The request is intended to secure residential access to their parcels, which currently lack legal access.

Initial outreach began on January 30, 2025, and correspondence continued through March 2025, including involvement from KGID staff, legal counsel Chuck Zumpft, and representatives from the requesting parties. The easement area was surveyed and includes approximately 1,196 square feet along the northerly line of Laurel Lane. A pump house site (currently out of service) is near or within the proposed easement corridor.

KGID's legal counsel advised that the requesting party is responsible for providing:

- A survey and preliminary title report-Provided
- Justification for the easement (including past access efforts)-Provided
- Draft deed language and related exhibits.
- An appraisal if required, and a \$2,000 deposit to cover KGID's legal and administrative review

The requesting parties have expressed a willingness to collaborate and explore alternatives that do not interfere with district operations or infrastructure.

#### **INCLUDED:**

- A. Exhibit #1 Existing Conditions submitted by Spencer Kaufman Project Manager
- B. Exhibits #2 & #3 Proposed Solutions submitted by Spencer Kaufman Project Manager
- C. Laurel Lane File

# Fund impacted by the above action:

() All Funds () Not a Budget Item

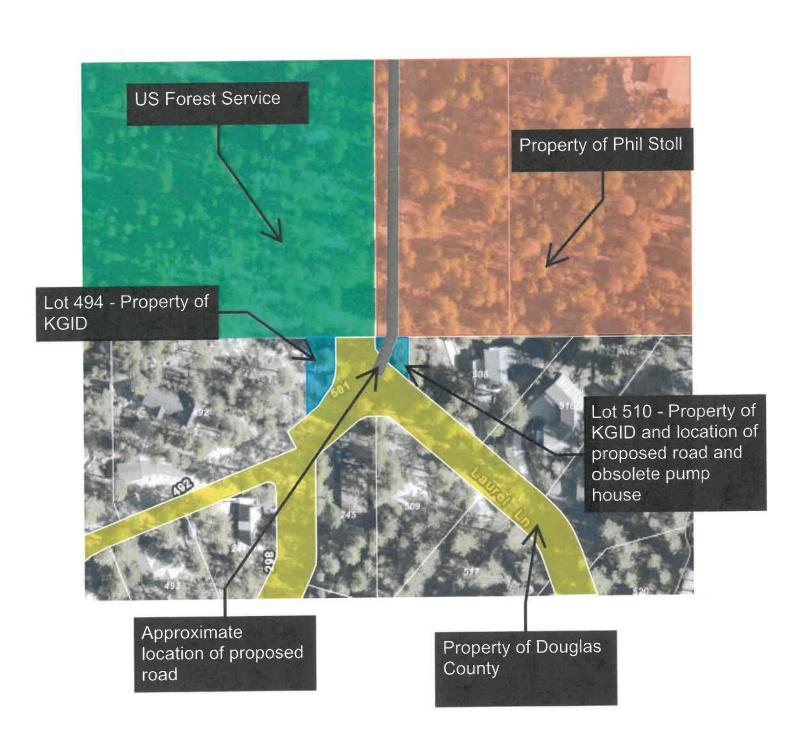
(X) Water Fund () Sewer Fund

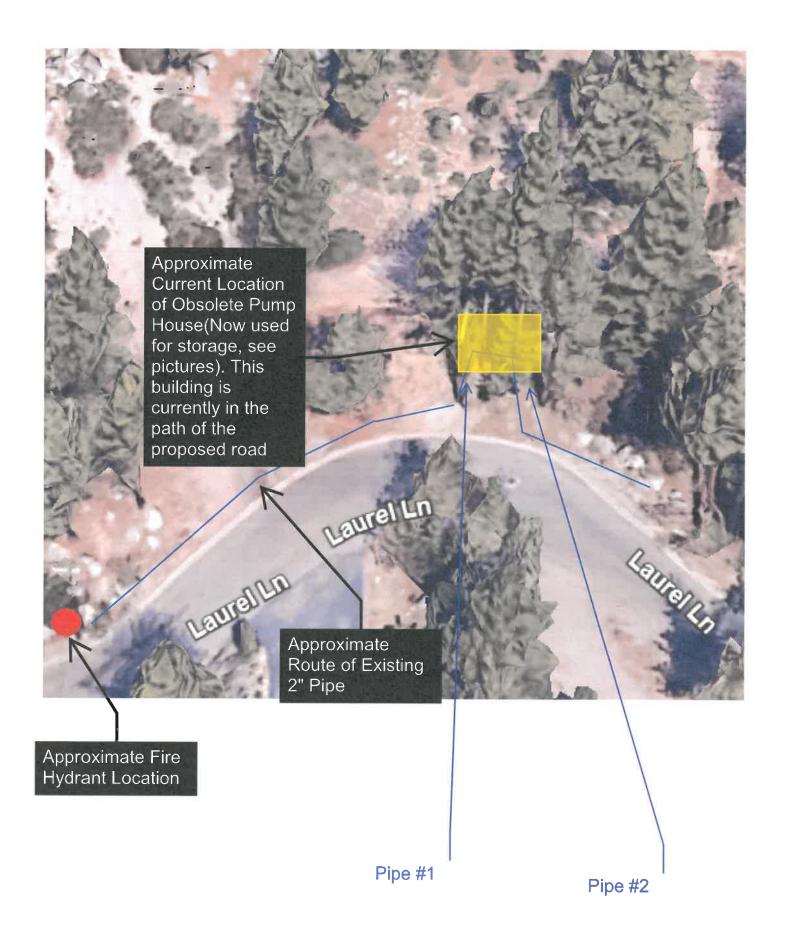
(X) General Fund () Snow Removal Fund

() Not Budgeted for () Emergency Spending

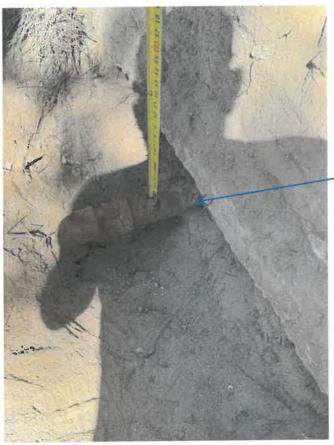
# **Exhibit #1: Existing Conditions**

See below markup showing property owners and property lines



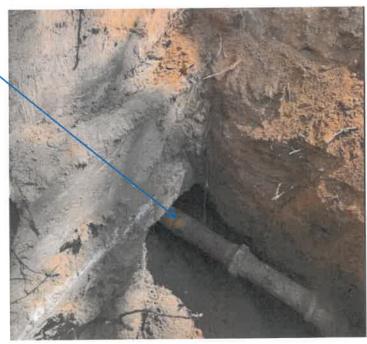


Expoloratory excavation was performed to find out what this building was used for after we reached out to KGID and Douglas County and neither were able to provide us information on what the building was used for. We found these two pipes, neither of which are connected to any pump equipment inside the building.

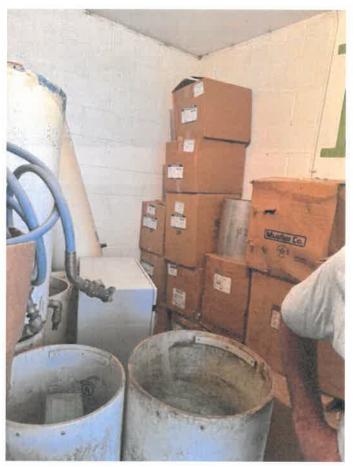


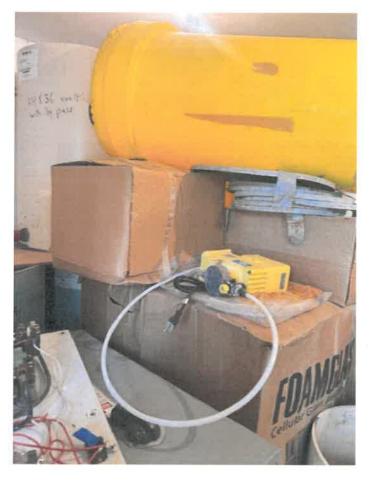
Pipe #1 from the fire hydrant side

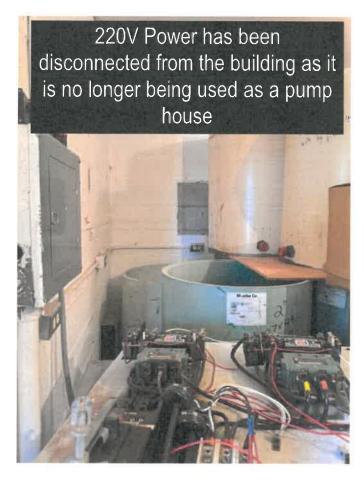
Pipe #2 goes back down the hill



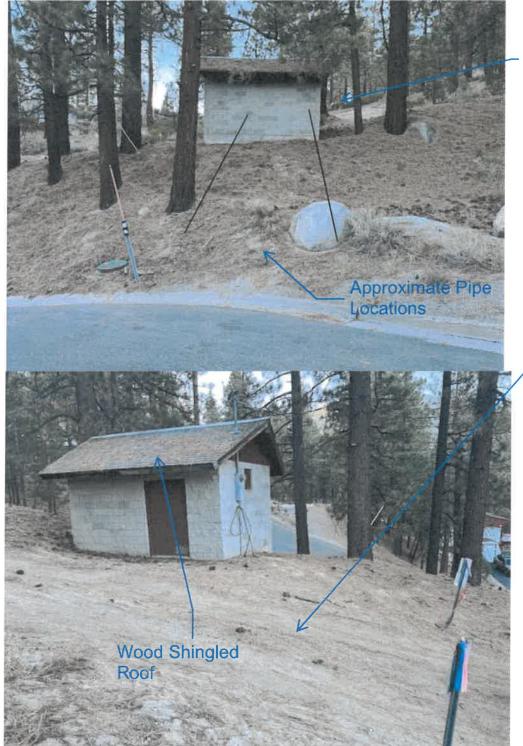








The building in its current capacity appears to be utilized exclusively as a storage building at this time, but the only access to the building is through a forest service road that is likely difficult to travel, especially during winter months, since it is not maintained by the county. Additionally, the wood roof on the existing structure poses a potential fire hazard.

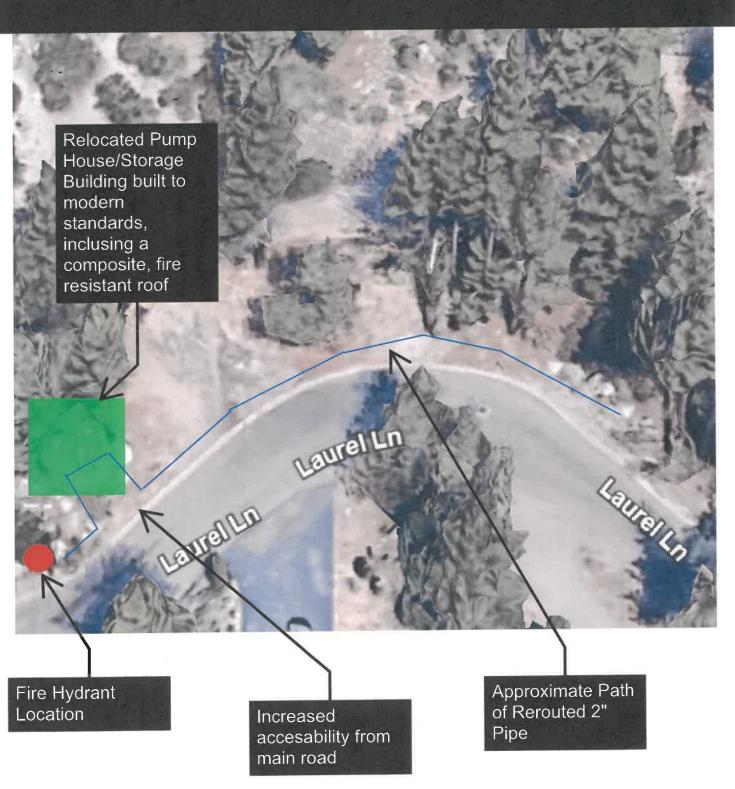


No access from paved road

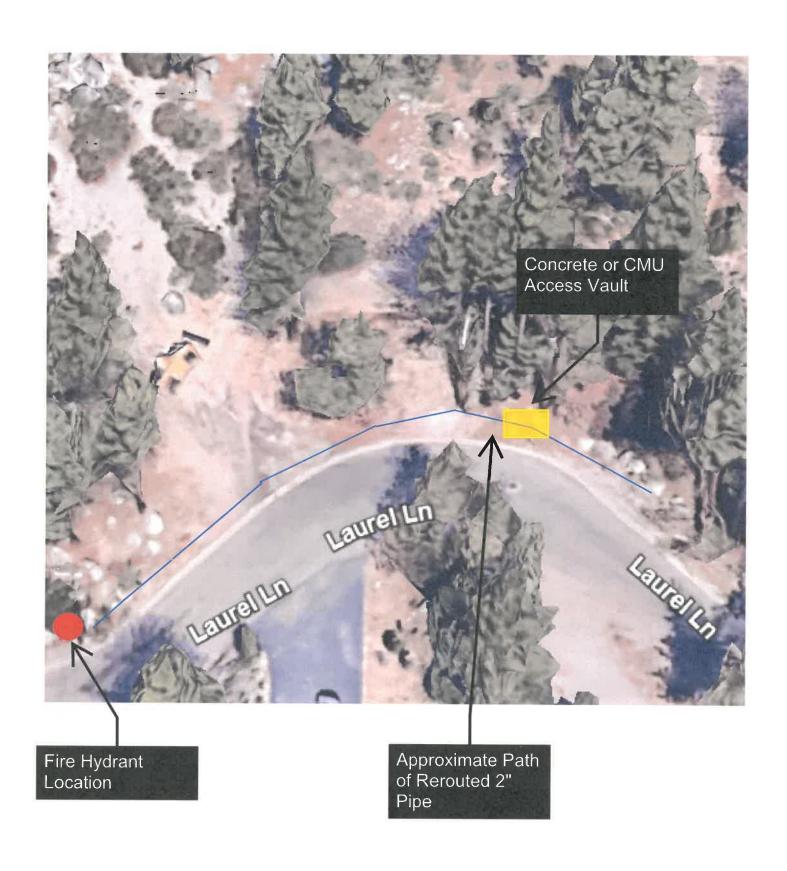
No access from paved road

# **Exhibit #2: PROPOSED SOLUTION - REPLACE PUMP HOUSE**

We can move the structure to a more accessible location off of the county maintained road, and reroute the pipes into the new pumhouse for future use if needed, and reroute the pipes to accommodate the proposed road.



# Exhibit #3: PROPOSED SOLUTION - REROUTE & PROVIDE VAULT ACCESS







## PRELIMINARY REPORT

Title Officer: Shon Morton

Title No.: ZC4041

**Escrow Officer: Jenny Lane** 

Escrow No.: ZC4041

Rate: Standard

Property Address: 510 Laurel Lane, Stateline, NV 89449

Effective Date: April 7, 2025 @ 7:30 AM

The form of policy or policies of title insurance contemplated by this report is:

Pre Only

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Singspury General Improvement District

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

In response to the application for a policy of title insurance referenced herein, **Old Republic National Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions form the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance is to be issued hereunder will be policy(s) of **Old Republic National Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Shon Morton

Senior Title Officer

Shon Morter

## **LEGAL DESCRIPTION**

### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

A portion of Lot 17 of Kingsbury Highlands Unit No. 2, recorded on December 26, 1961, as Document No. 19280, of Official Records, in the Northwest quarter of the Southeast quarter of Section 24, T. 13 N., R. 18 E., M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of Lot 17, Kingsbury Highlands Unit No. 2, as shown on that map recorded in File 19280, Records of Douglas County, State of Nevada; thence South 89°44'26" East, 42.00 feet; thence South 0°15'34" West, 51.80 feet to a point on the Northeasterly line of Laurel Lane; thence along Laurel Lane North 49°24'28" West, 33.50 feet; thence along a 41.08 foot radius curve to the right, through an angle of 49°20'04", a distance of 35.81 feet to the Point of Beginning.

APN: 1318-24-710-001

Document No. 76978 is hereby provided pursuant to NRS 111.312

Title No.: ZC4041

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- (a) Taxes or assessments that are shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices or such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may by asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, of adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown the by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- Real estate taxes or special assessments for the year(s): 2024-2025
   Pay current the Real Estate Taxes or Special Assessments for the year(s): 2024-2025
   Assessor's Parcel No.: 1318-24-710-001
   Total: 0.00 NO TAXES CHARGED TO THIS PARCEL
- 7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of Nevada Revised Statues.
- 8. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided by or the County of Douglas to said land by reason of being within the incorporated boundaries of Stateline, Nevada, which is subject to its city charter and mandatory rules and regulations.
- Any lien which may be levied by the Kingsbury General Improvement District by reason of said land lying within its boundaries.
- 10. Water rights, claims or title to water, whether or not disclosed by the public records.
- 11. Liens for delinquent garbage fees, if it is determined that the same has attached to said premises, pursuant to Nevada Revised Statutes Section 444.520.
- 12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
- 13. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
- 14. Rights of the public as to any portion of the land lying within the area commonly known as Laurel Lane.
- 15. Reservations as contained in a Deed, recorded March 30, 1959 in Book E1, Page 145, as Document No. <u>14193</u>, of Official Records.
- Easements for the purposes shown and rights incidental thereto as delineated or offered for dedication, on Tract Map for Kingsbury highlands Unit No. 2, recorded December 26, 1961, as Document No. 19280, of Official Records.
- Covenants, conditions, and restrictions, but omitting any covenants or restrictions if any, based upon, race, color, religion, sex, handicap, familial status or national origin, recorded February 6, 1962, in Book 10, Page 403, as Document No. 19511, of Official Records.

If applicable, any liens, charges and/or assessments payable to the current homeowner's association.

Title No.: ZC4041

18. A document entitled "Ordinance No. 458", recorded November 12, 1986, in Book 1186, Page 1061, as Document No. 144940, of Official Records.

- 19. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your escrow officer immediately for further review prior to closing.
- 20. Before issuing its policy of title insurance, this company will require evidence, satisfactory to the Company, that Corporation Name: Kingsbury General Improvement District
  - (a) is validly formed on the date when documents in this transaction are to be signed,
  - (b) is in good standing and authorized to do business in the State or Country, and
  - (c) has complied with the doing business laws of the State of Nevada.

## **END OF ITEMS**

Title No.: ZC4041

## NOTES

NOTE: There is located on said land a vacant lot, known as 510 Laurel Lane, Stateline, NV 89449

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment.

None

## ATTACHMENT ONE (continued)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE **EXCLUSIONS FROM COVERAGE** 

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- Any law, ordinance or governmental regulation (including but not (a) limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
  - created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is

afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
  - to timely record the instrument of transfer, or (a)
- of such recordation to impart notice to a purchaser for value or a (b) judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

## **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof:
- Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

## 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement (ii) erected on the Land;
  - (iii) the subdivision of land; or
  - environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.
    This Exclusion 1(a) does not modify or limit the coverage provided
  - under Covered Risk 5.
- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
- created, suffered, assumed, or agreed to by the Insured Claimant, not Known to the Company, not recorded in the Public Records at
- Date of Policy, but Known to the Insured Claimant and not disclosed in writing to

- the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
  - resulting in no loss or damage to the Insured Claimant,
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Coverad Risk 11, 13, or 14); or
- resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### ATTACHMENT ONE (continued) **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public

#### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

- Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

- Defects, liens, encumbrances, adverse claims, or other matters:
  - created, suffered, assumed or agreed to by the insured claimant; (a) not known to the Company, not recorded in the public records at Date
- of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - resulting in no loss or damage to the insured claimant, (c)
  - attaching or created subsequent to Date of Policy, or (4)
- resulting in loss or damage which would not have been sustained if (e) the insured claimant had paid value for the estate or interest insured by this
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
- (a) to timely record the instrument of transfer; or
  (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

## **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
- the character, dimensions, or location of any improvement erected on the Land;
  - the subdivision of land; or
  - environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations.
  - This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters

- created, suffered, assumed, or agreed to by the insured Claimant,
- not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
- attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- resulting in loss or damage that would not have been sustained if the (e) resulting in loss or damage that we Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a fraudulent conveyance or fraudulent transfer; or
- a preferential transfer for any reason not stated in Covered Risk 9 of (b) this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### ATTACHMENT ONE (continued)

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or the Land and that are not shown by the Public Records. not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) **EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - building a.
  - zoning b.
  - C. Land use
  - improvements on Land d.
  - Land division e,
  - environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- The fallure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- The right to take the Land by condemning it, unless:

- a. notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
- Risks:
- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
- Failure to pay value for Your Title.
- Lack of a right:
- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, elleys, or waterways that touch the Land.

  This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar <u>Limit of Liability</u>
Covered Risk 14	1.00% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18	1.00% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

## ATTACHMENT ONE (continued)

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
- Defects, liens, encumbrances, adverse claims or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant,

- (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which would not have been sustained if the insured Claimant had paid value for the insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
- 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
- Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
- 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
- 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the insured at:
  - (a) The time of the advance; or
- (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
- 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

## PRIVACY POLICY NOTICE

## **Purpose of Notice:**

Old Republic National Title Insurance Company and Signature Title Company LLC respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

## Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

Information we receive from you or your authorized representative on applications and forms, and in other communications to us;

Information about your transactions with us, our affiliated companies, or others; Information from consumer or other reporting agencies.

## Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

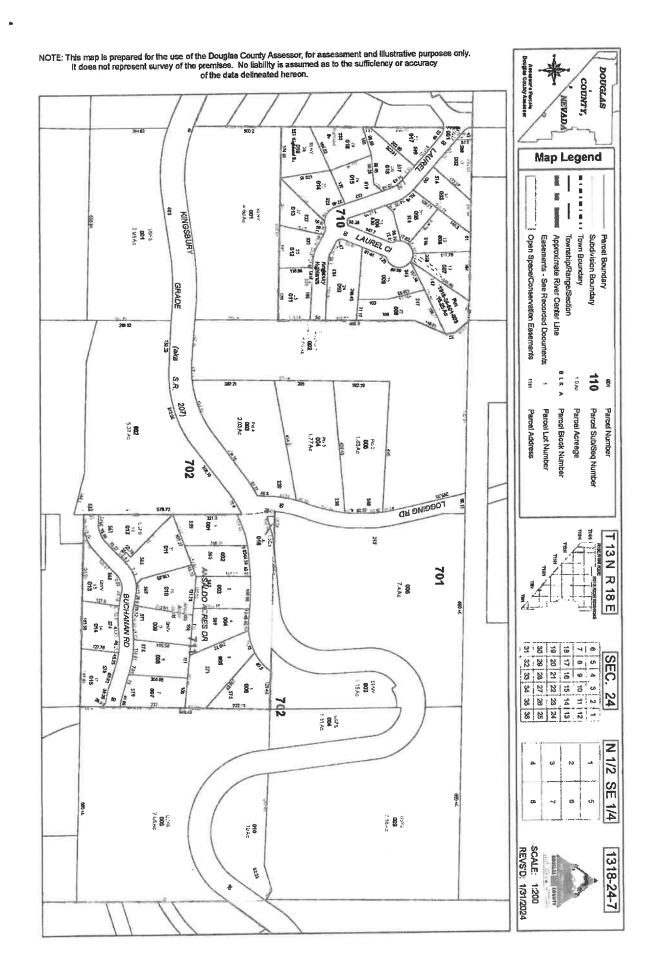
We do not share any personal information we collect from you with unrelated companies for their own use.

## Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

## Changes:

This notice may be revised in accordance with applicable privacy laws.



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DOUGLAS COUNTY NEVADA FILMS NO. CALIFORMA METRITUTE THE PROPERTY SERVICE POPULA CO. THE CASEMENTS ON THIS MAD HAVE BEEN CHECKED AND AMOROUGH SET THE CASEMENA (HTESTATE TELEPHONE CO. AND THE SERMA MACTIC FOREN CONDAIN. SUBSCRIPTO AND SHORM TO REPORT HE THILLESSON OF LOWER & STREET THE STREET PARTY CONTROL CONTROL OF THE STREET TO THE STREET OF THE STRE 95.00 pd THE DELTA RECORDS OF THE SECURITY RECORDS OF SOCIAL COURT RECORDS RECORDER'S CERTIFICATE WECESTED AND THE OWN STREET WAS CONTRACTED TO THE OWN WITH THE OWN OWNERS WITH THE OWNERS WAS THE OWNER WAS THE OW ANNOUS PORTES CONTROL TO SERVE OF STATES CONTROL TO SERVE OF SERVE Willia Britterson OF HIGHLANDS NO. 2 IS HEREBY Was York Street

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# EASEMENT DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Section 3, Township 13 North, Range 18 East, M.D.M., being a portion of that Parcel of land per that Quitclaim Deed, filed for record on December 17, 1974 as Document Number 76978, being more particularly described as follows:

Beginning at a Point along the Northerly Property Line of said Parcel, said Point bears South 89°24'48" East 9.00 feet from the Northwest corner of said Parcel,

thence along said Northerly Property Line South 89°24'48" East 30.00 feet; thence leaving said Northerly Property Line South 00°01'12" East 52.65 feet to the Northeasterly Line of Laurel Lane per the Official Plat Kingsbury Highlands Unit No. 2, filed for record on December 26, 1961 as Document Number 19280;

thence along said Northeasterly Line of Laurel Lane North 49°04'50" West 32.70 feet;

thence along a tangent curve concave to the Northeast, having a radius of 41.48 feet, an arc length of 35.82 feet and a central angle of 49°28'56", the chord of said curve bears North 24°20'24" West 34.72 feet;

thence leaving said Northeasterly Line of Laurel Lane along a non-tangent curve concave to the west, having a radius of 22.40 feet, an arc length of 7.22 feet and a central angle of 18°28'18", the chord of said curve bears North 09°09'07" East 7.19 feet;

thence North 00°01'12" West 17.40 feet to the Point of Beginning. Containing 1,196 square feet, more or less.

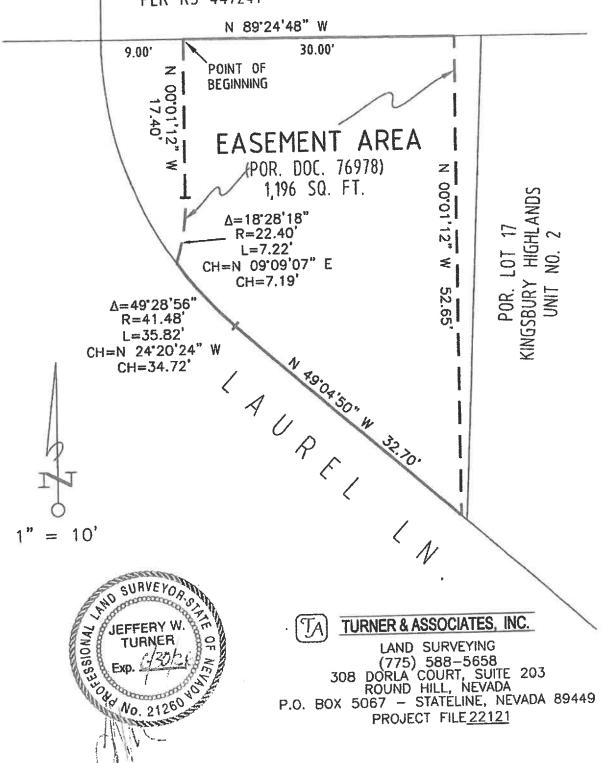
The Basis of Bearings for this description is that Record of Survey to Support a Boundary Line Adjustment for Timothy R. & Phil Stoll, filed for record on August 17, 1998 as Document Number 447241 To convert bearings to that of said Official Plat Kingsbury Highlands Unit No. 2, rotate all bearings stated above counterclockwise 00°19'38".

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.

Land Surveying, P.O. Box 5067, Stateline, NV 89449

"ADJUSTED A.P.N. 07:380:02" PER RS 447241 DATE 11JUL25 JOB No.22121
PROJECT EASEMENT EXHIBIT
BY SW PAGE 1 OF 1
510 LAUREL LN., DOUGLAS CO., NV
A.P.N. 1318-24-710-001



RETURN RECORDED DEED TO:

1625 State Route 88 Minden, NV 89423

APN: 1318-24-601-001 APN: 1318-24-601-002 APN: 1318-24-601-003

Mail Tax Bills To: P. O. Box 4884 Stateline, NV 89449

NRS 375.090 Transfer Tax Exemption No. 7

DOUGLAS COUNTY, NV Rec:\$35.00

Total:\$35.00

SULLIVAN LAW

2019-930744 06/21/2019 10:51 AM

Pgs=6



KAREN ELLISON, RECORDER

E07

## GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made this 5 day of \_\_\_\_\_\_\_, 2019, by and between PHIL ELLERY STOLL, grantor, and PHIL ELLERY STOLL, as trustee of THE STOLL FAMILY TRUST DATED FEBRUARY 5, 2015, grantee.

## WITNESSETH:

That the grantor, without consideration, do by these presents grant, bargain, transfer and sell to the grantee, and to their successors and assigns, any and all interest, without limitation, owned by grantor in that certain real property, with improvements located thereon, held by grantor, further including all mineral, oil, gas, timber, logging and water rights belonging or in any way appertaining to said real property, situate in, Douglas County, State of Nevada, commonly known as APN: 1318-24-601-001 and APN: 1318-24-601-002 and APN 1318-24-601-003, particularly described as follows:

SEE EXHIBIT "A" EXHIBIT "B" and EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anyway appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof;

TO HAVE AND TO HOLD, all and singular the premises, together with the appurtenances, unto the said grantee, and to her successors and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this conveyance, effective the day and year first above written.

Phil Stoll

STATE OF NEVADA

)ss.

COUNTY OF DOUGLAS

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Douglas
192875-5 LISA APPLE
My Appointment Expires September 8, 2021

# DESCRIPTION ADJUSTED A.P.N. 07-380-01

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at a point which bears North 00°08'01" East 656.42 feet from the Center 1/4 corner of said Section 24;

thence North 00°08'01" East 656.43 feet; thence South 89°41'31" East 165.90 feet; thence South 00°08'01" West 656.83 feet; thence North 89°33'09" West 165.90 feet to the Point of Beginning.

Containing 2,50 acres, more or less.

The Basis of Bearing for this description is referenced to that Record of Survey, filed as Document No. 238109.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner and Associates, Inc. P.O. Box 5067 Stateline, NV 89449

RONALD W. 17 TURNER 19 4/26/98

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DEDGLASS CO., NEVADA

'98 AUG 17 P4:04

0447238 BK0898PG3454 LINDA SLATER
SPAID KODEPUTY

## DESCRIPTION . ADJUSTED A.P.N. 07-380-02

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 13 North, Range 18 East M.D.M., more particularly described as follows:

Beginning at the Center 1/4 corner of said Section 24;

thence North 00°08'01" East 656.43 feet; thence South 89°33'09" East 165.90 feet; thence South 00°08'01" West 656.83 feet; thence North 89°24'48" West 165.90 feet to the Point of Beginning.

Containing 2.50 acres, more or less.

The Basis of Bearing for this description is referenced to that Record of Survey, filed as Documnet No. 238109.

Note:

Refer this description to your title company before incorporating into any legal document.

prepared by: Turner and Associates, Inc. P.O. Box 5067 Stateline, NV 89449

AND SURVEYOR

RONALD W. TURNER

No. 3519

26/98

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL REGORDS OF
DOUBLASS COLHEVADA.

198 AUG 17 P4:05

. .,

0447239

BK0898PG3453

LINDA SLATER .
RECORDER
PAID DEPUTY

# DESCRIPTION ADJUSTED A.P.N. 07-344-16

All that real property situate in the County of Douglas, State of Nevada, described as follows;

All that portion of Section 24, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at a point which bears South 89°24'48" East 165.90 feet from the center 1/4 corner of said Section 24;

thence North 00°08'01" East 1.313.66 feet,
thence South 89°41'31" East 489.84 feet,
thence South 00°06'20" West 1.316.04 feet,
thence South 89°24'48" East 3.16 feet,
thence South 40°38'18" East 60.25 feet,
thence South 63°05'59" West 276.08 feet,
thence North 33°34'31" East 243.62 feet,
thence North 89°24'54" West 426.10 feet to the Point of
Beginning.

Containing 15.25, acres more or less.

The Basis of Bearing for theis description is referenced to that Record of Survey, filed as Document No. 238109.

Note:

Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner and Associates, Inc. Land Surveying P.O. Box 5067 Stateline, NV 89449

RONALD W. TURNER

FIRST AMERICAN TITLE CO.

IN OFFICIAL RECINOS OF
DOUGLAS 60. NEVADA

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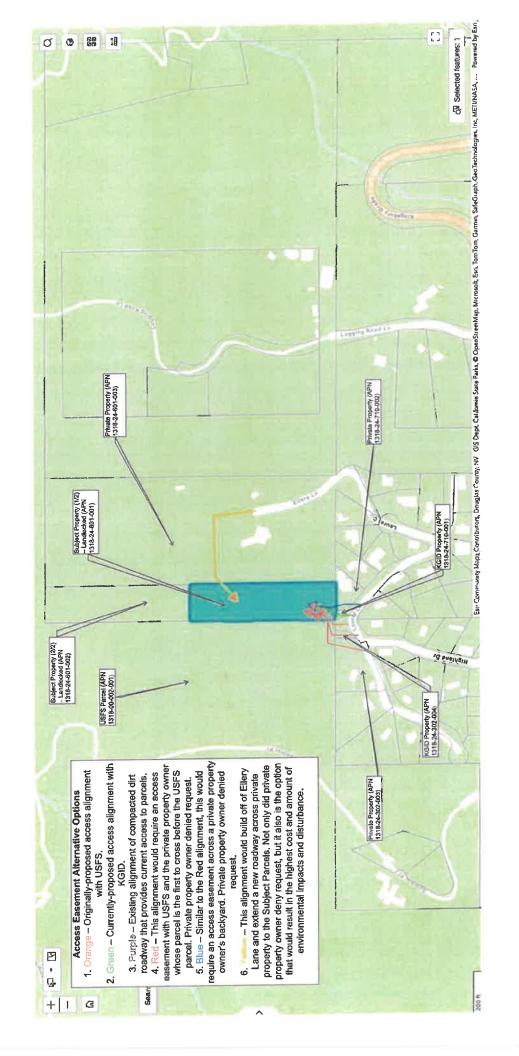
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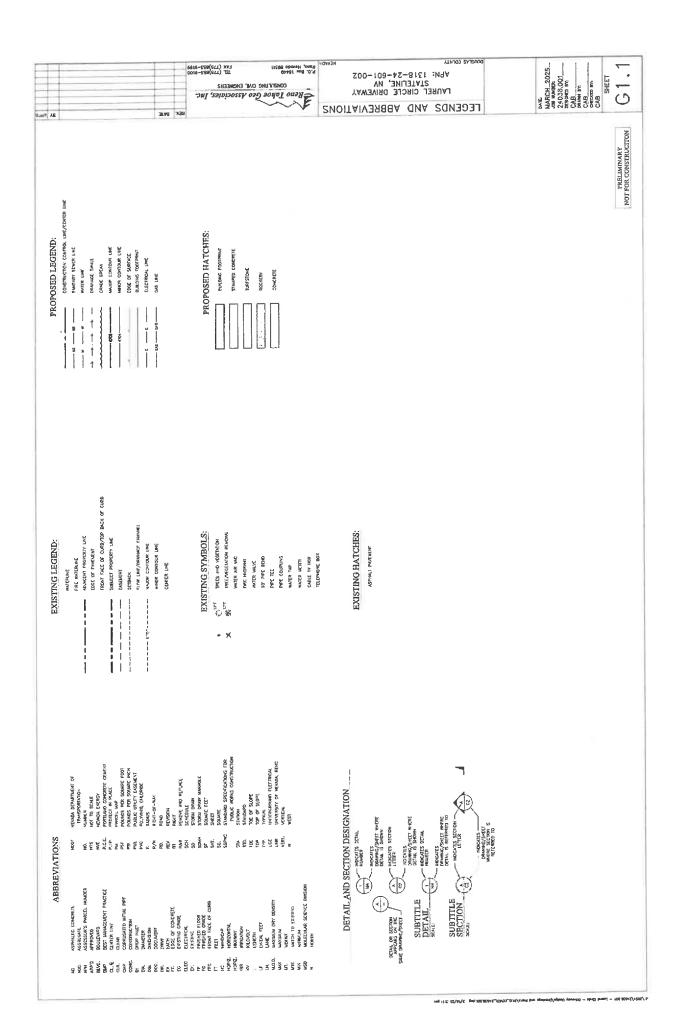
LINDA SLATER
RECORDER
PAID DEPUTY

## STATE OF NEVADA DECLARATION OF VALUE

1. Assessor's Parcel Number(s)	
(a) 1318-24-601-001	
(b) 1318-24-601-002	
(c) 1318-24-601-003	P77.
(d)	FOR RECORDERS OPTIONAL USE ONLY
	Decement/It
	Document/Instrument#: Book: Page:
	Book: Page: Date of Recording:
2. Type of Property:	Notes:
	Single Fam Res.
	2-4 Plex Plex Plex Plex
	Comm'l/Ind'l
	Mobile Home
1) Other	
3. Total Value/Sales Price of Prop	outre O BILL
	· ·
Deed in Lieu of Foreclosure On	ly (value of property) \$
Transfer Tax Value:	2
Real Property Transfer Tax Du	e: \$
4. If Exemption Claimed:	
a) Transfer Tax Exemption, per	NRS 375.090, Section: 7
b) Explain Reason for Exemption	To or from a trust without consideration
5. Partial Interest: Percentage bein	g transferred: 100%
documentation if called upon to substantia	the best of their information and belief, and can be supported by the the information provided herein. Furthermore, the disallowance of any to fadditional tax due, may result in a penalty of 10% of the tax due plus
Pursuant to NRS 375.030, the Buyer an	d Seller shall be jointly and severally Hable for any additional amount
Signature The Stoe	Capacity Grantor/Grantee
Signature VOIW TWOG	Capacity Grantor/Grantee
Signature	Capacity Grantor/Grantee
SELLER (GRANTOR) INFORMAT	TION BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name: Phil Stoll	Print Name: Phil Stoll, trustee
Address: P.O. Box 4884	Address P.O. Box 4884
City: Stateline State: NV Zip	
otate: 144 M	City. outono State: 14V Zip: 05445
COMPANY/PERSON REQUESTING (REQUIRED IF NOT THE SELLER OR BUY.	
Print Name: Gene M. Kaufmann	Escrow #: N/A
Address: Sullivan Law, 1625 Highy	
City: Minden	State: NV Zip: 89423







6616-628(277) JIT 6616-628(277) XAN Reno Johoe Geo Associates, Inc. CONZULING CIVIL ENGINEERS 37A0 .X3

LAUREL CIRCLE DRIVEWAY
APM: 1318-24-601-002

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PRELIMINARY NOT FOR CONSTRUCITON

COVER SHEET

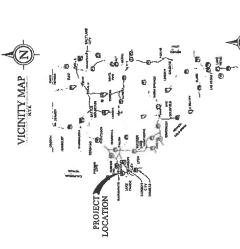
# DRIVEWAY IMPROVEMENT PLANS 0 LAUREI

KINGSBURY, DOUGLAS COUNTY, NEVADA PROJECT NUMBER: 24030,001



STOLL FAMILY TRUST PO BOX 4884 STATELINE, NEVADA 89449 PHONE: (530) 318-2094

OWNER:



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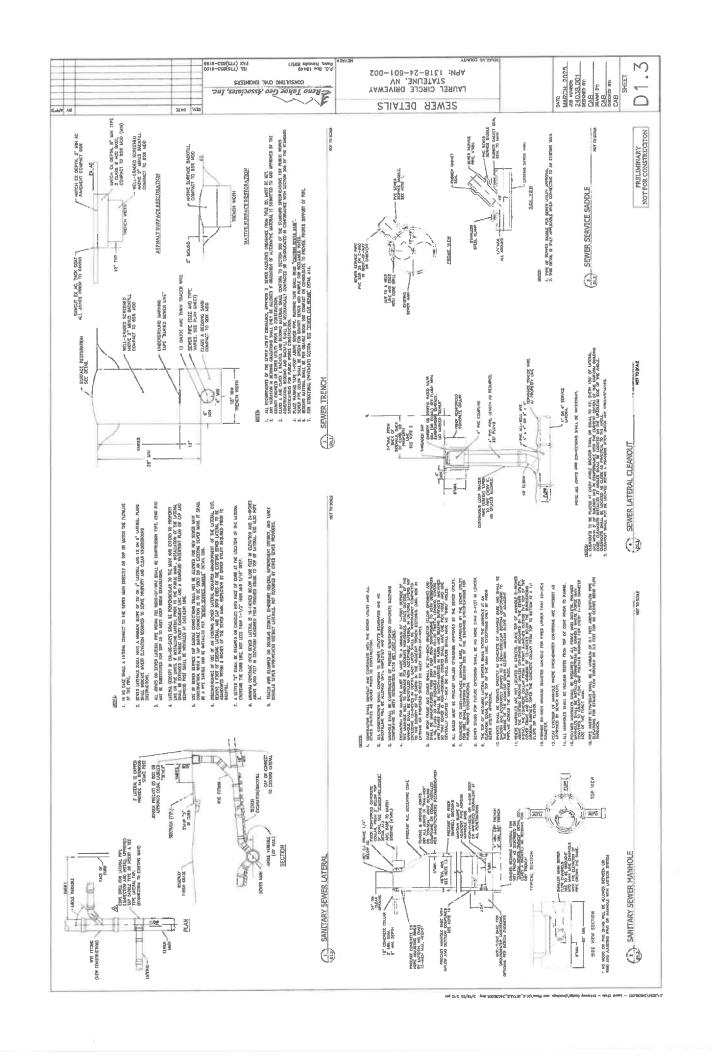
RENO TAHOE GEO ASSOCIATES, INC PO BOX 18449 RENO, NEVADA 89511 PHONE (TS) 583-9100 WEBSITE, www.RTGes.com

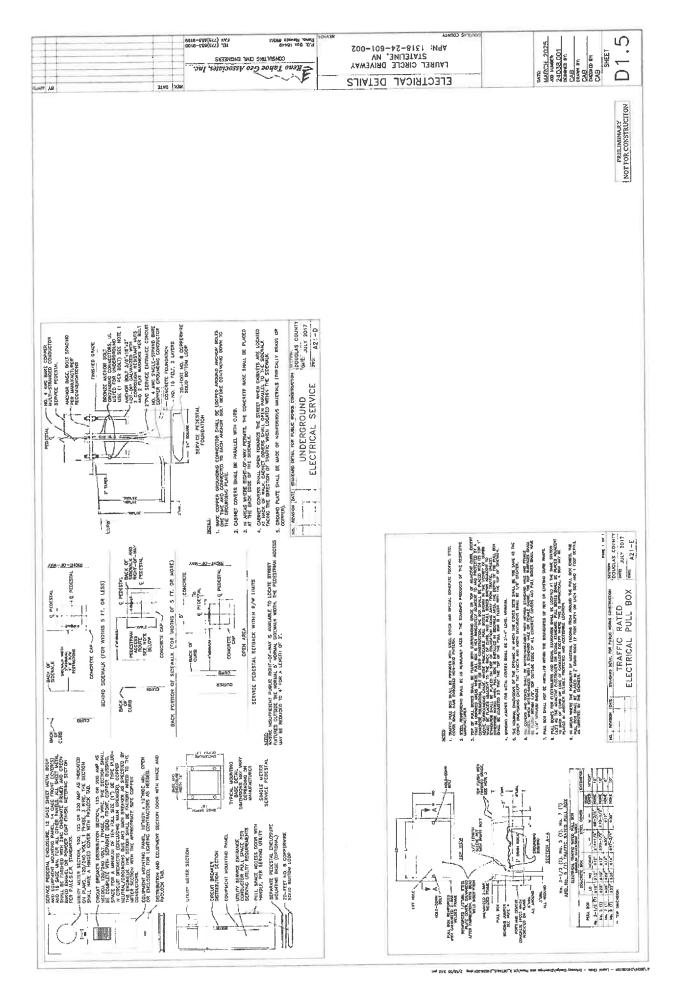
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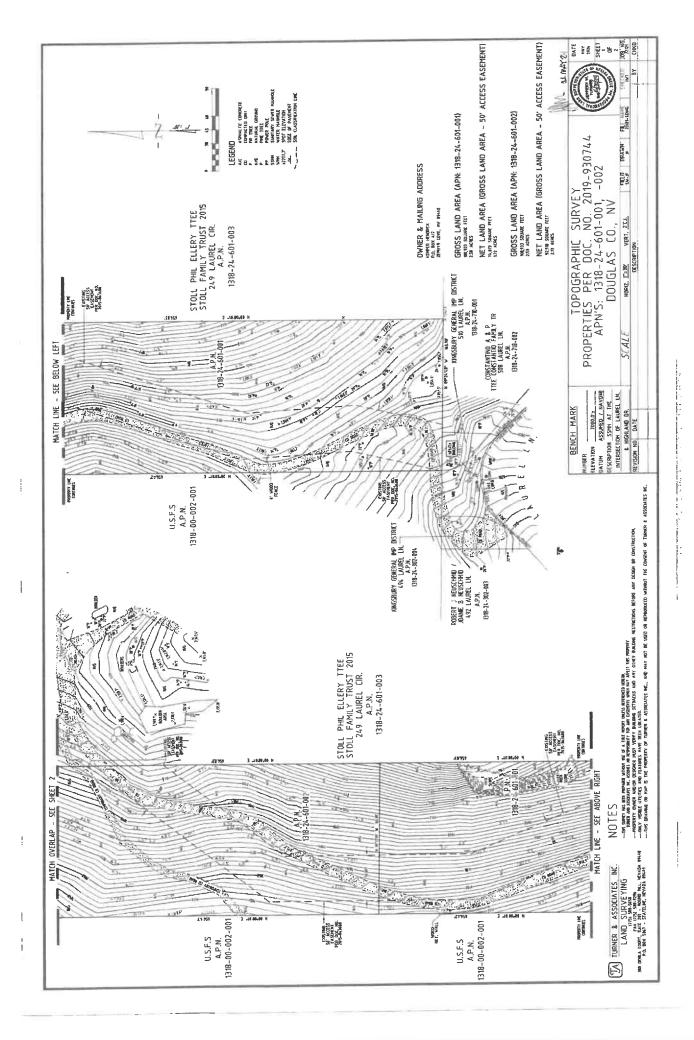
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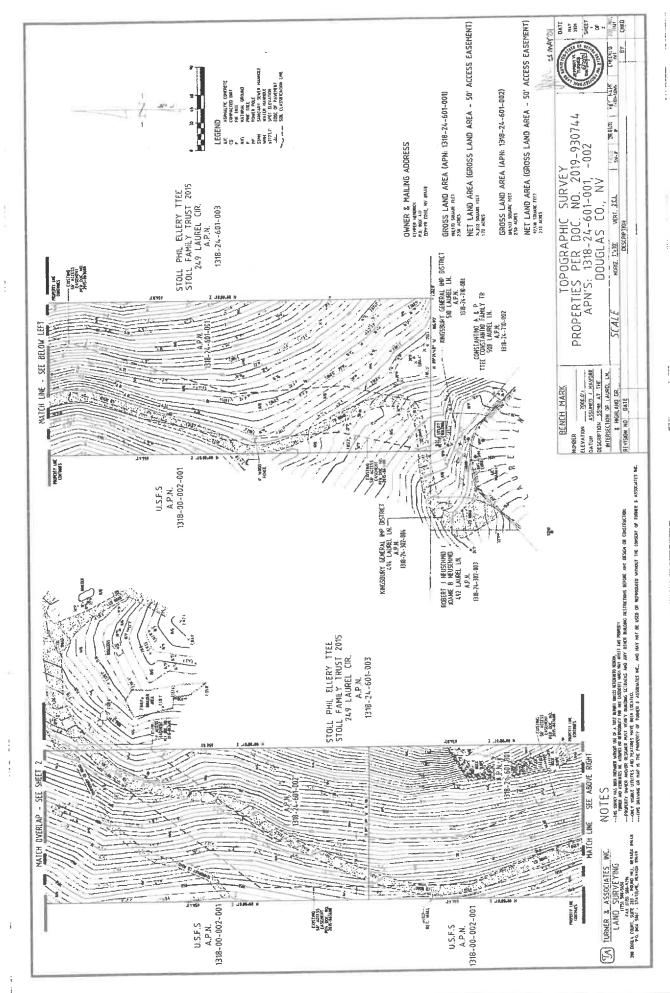
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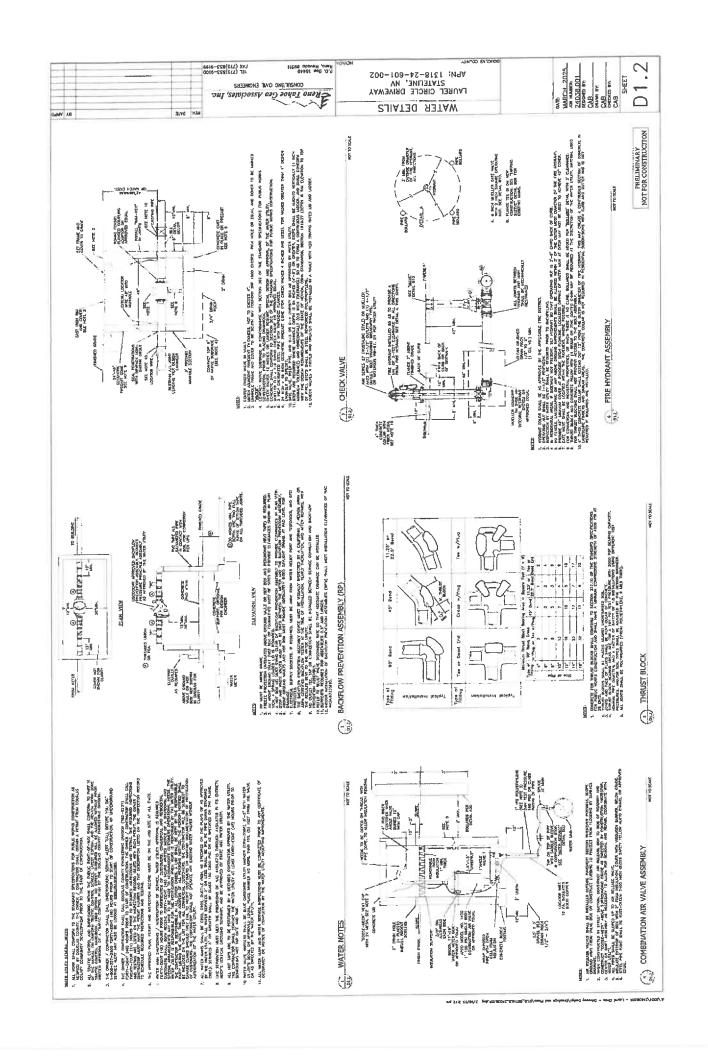


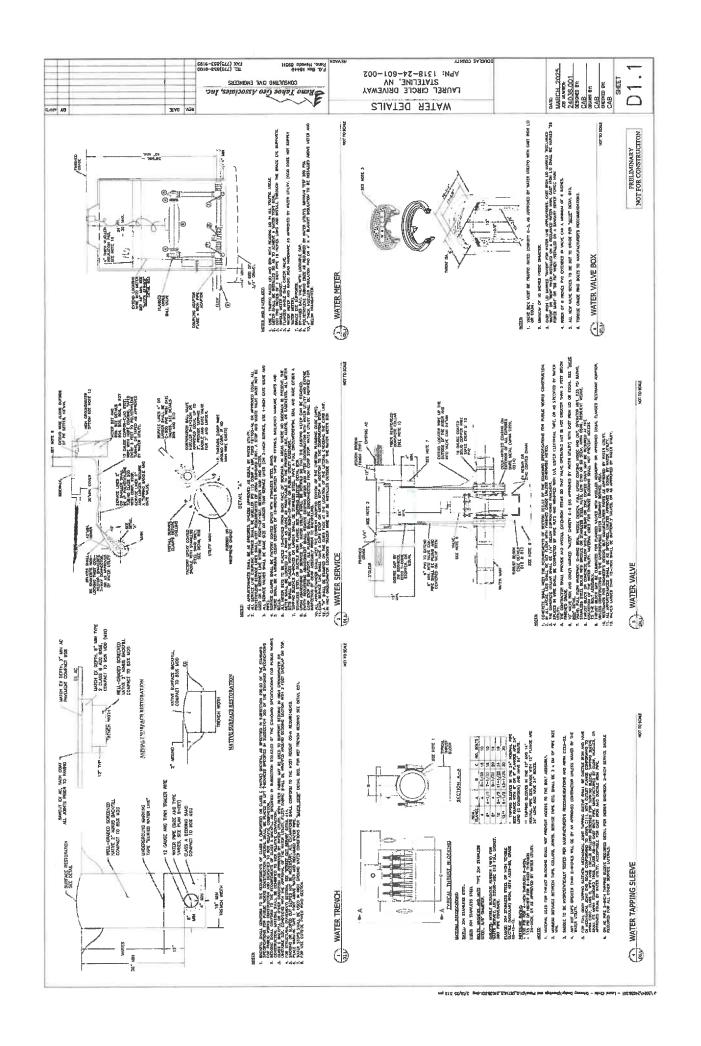


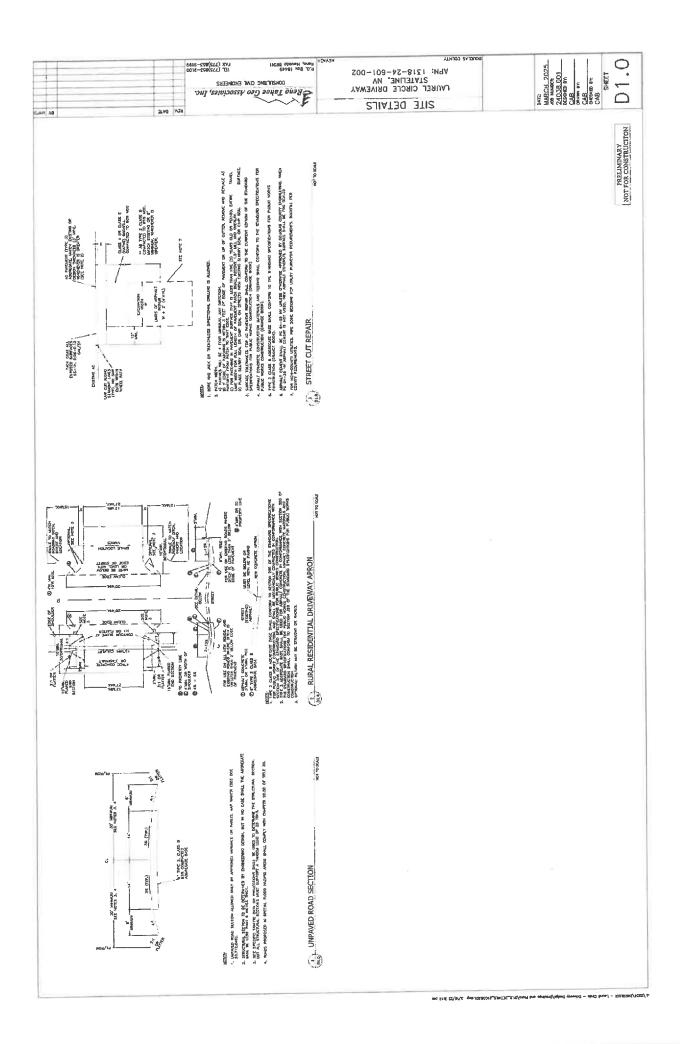


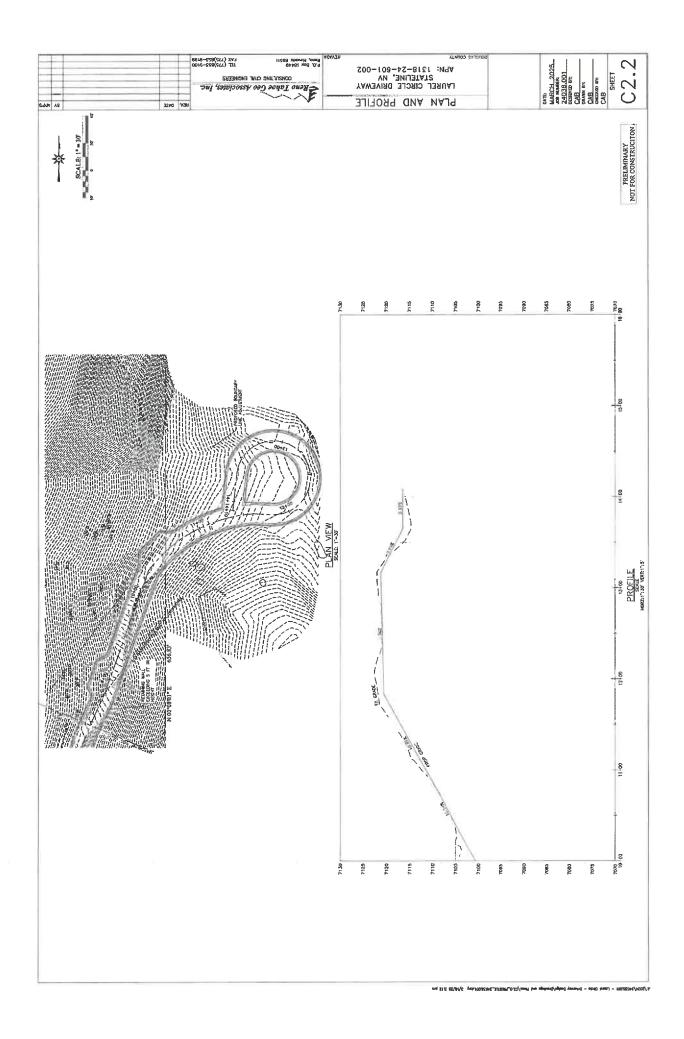
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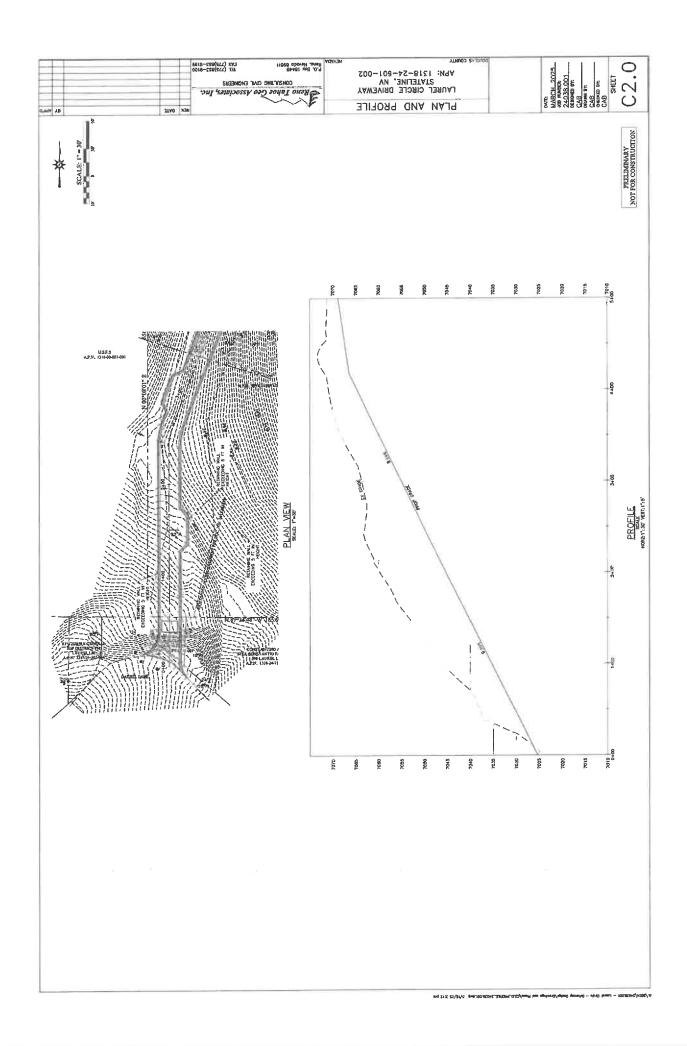
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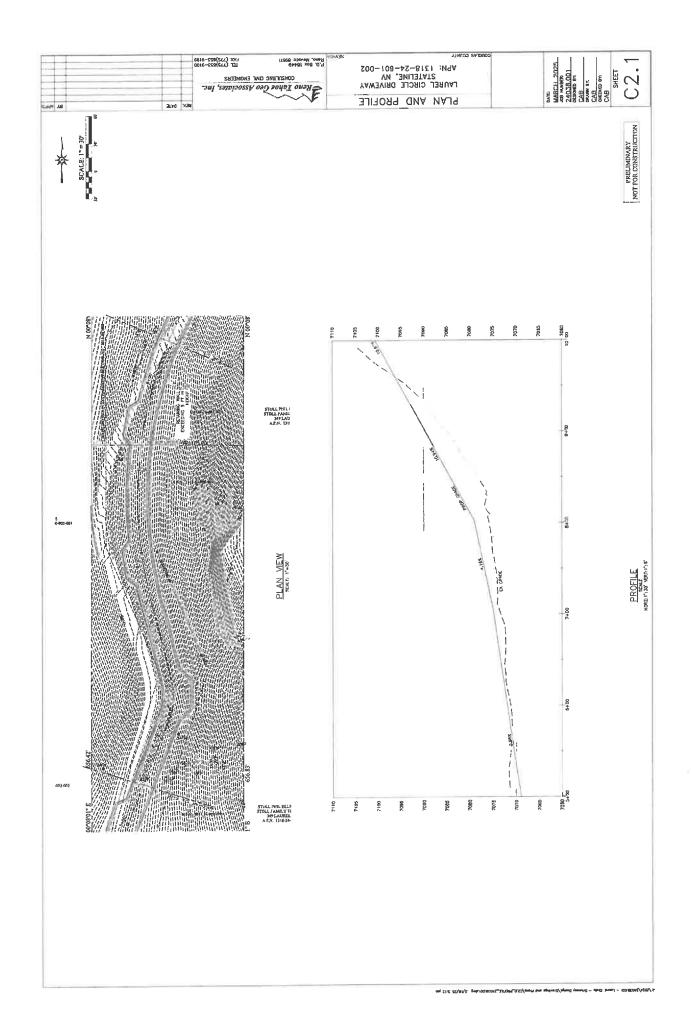


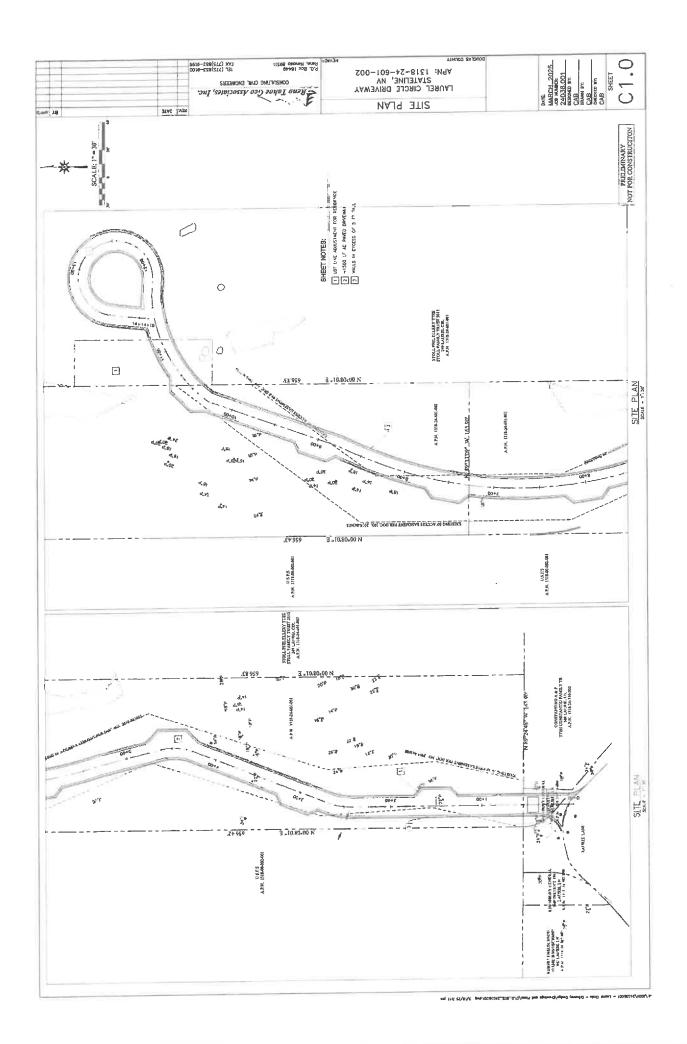












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### KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #9

TITLE: REAPPOINTMENT OF TRUSTEE SARA NELSON TO THE BOARD OF TRUSTEES FOR THE DOUGLAS COUNTY LAKE TAHOE SEWER AUTHORITY (DCLTSA)

MEETING DATE: 21 October 2025

PREPARED BY: General Manager, Derek Dornbrook

#### **RECOMMENDED ACTION:**

Reappoint Trustee Sara Nelson to represent KGID on the Douglas County Lake Tahoe Sewer Authority (DCLTSA) Board of Trustees for a 3-year term commencing October 21, 2025.

#### **BACKGROUND INFORMATION:**

The Douglas County Lake Tahoe Sewer Authority was established in June of 2017. The legislation included specifications relating to the role and term of Board members. Specifically in Section 26.

### Sec. 26. Board of trustees; membership; appointment; term; vacancy.

- 1. The Authority must be directed and governed by a Board of Trustees consisting of the following five trustees appointed pursuant to this section:
  - (a) One member of the Board of Trustees of the Kingsbury General Improvement District;
  - (b) One member of the Board of Trustees of the Round Hill Improvement District;
  - (c) One member of the Board of Trustees of the Tahoe-Douglas District;
  - (d) One member of the Board of County Commissioners of Douglas County; and
- (e) One person representing the business community within Stateline, Nevada, appointed by the other four trustees.
- 2. The Board of County Commissioners of Douglas County shall appoint a trustee from its membership for an initial term of 3 years.
- 3. The Boards of Trustees of the Kingsbury General Improvement District, the Round Hill Improvement District and the Tahoe-Douglas District shall each appoint a trustee from their respective memberships for an initial term of 2 years.
- 4. The representative of the business community within Stateline, Nevada, appointed by the other trustees pursuant to paragraph (e) of subsection 1 shall serve for an initial term of 1 year.
- 5. After the initial terms, each trustee who is appointed to the Board serves for a term of 3 years. A trustee may be reappointed.
- 6. If any position on the Board becomes vacant, including, without limitation, upon the trustee's loss of any of the qualifications required for his or her appointment, the appointing authority shall appoint a successor to fill the remainder of the unexpired term.

In September 2022, Kingsbury General Improvement District assigned Trustee Jodie Nelson to the role as their representative. The role became vacant in January of 2025, and Trustee Sara Nelson was appointed by the Board of Trustees to serve out the remainder of that term. While the designation is dependent upon the relationship to Kingsbury GID, the role or Trustee of the Douglas County Lake Tahoe Sewer Authority is on an independent basis and subject to compensation from that entity. The role of the board is similar to agencies organized under chapter 318 of the NRS. Generally, the DCLTSA Board meets once each month and attends other functions as appropriate.

The next meeting of DCLTSA Board of Trustees is on 22 October at 9:30 am. The new member will be seated for the October meeting.

As all members of the Kingsbury General Improvement District Board are well qualified to serve in this role, if two or more members of the board express an interest, it is recommended that a coin toss be used to determine an assignment.

<b>Fund</b>	impacted	by	the	above	action:
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() All Funds	(X) Not a Budget Item
() Water Fund	() Sewer Fund
() General Fund	() Snow Removal Fund
() Not Budgeted for	() Emergency Spending

#### KINGSBURY GENERAL IMPROVEMENT DISTRICT AGENDA ITEM #10

# TITLE: AMENDMENT TO TRUSTEE COMPENSATION POLICY — ATTENDANCE-AND DUTY-BASED COMPENSATION

**MEETING DATE: 21 October 2025** 

PREPARED BY: Derek Dornbrook, General Manager

#### **RECOMMENDED ACTION:**

Staff recommends that the Board amend the Trustee Compensation Policy to clarify that Trustees receive monthly compensation for (1) regular Board meetings they attend and (2) other authorized Board duties performed. No compensation is issued for any regular meeting a Trustee does not attend; however, monthly compensation may be issued when, during the period, the Trustee performs other authorized Board duties, such as attending committee meetings, meetings with partner agencies, required or approved training and compliance activities, Board-approved stakeholder engagement, or other related activities authorized by the Board, Board Chair, or General Manager.

#### **BACKGROUND:**

The current Board policy (adopted November 19, 2002) allows Trustees to receive a monthly fee even if they miss a regular monthly meeting, provided statutory conditions are met and absence limits are not exceeded

#### **INCLUDED:**

- A. Current Policy
- B. Resolution 2025-02

### Fund impacted by the above action:

() All Funds	(X) Not a Budget Item
() Water Fund	()Sewer Fund
() General Fund	() Snow Removal Fund
() Not Budgeted for	() Emergency Spending

# POLICY REGARDING THE PAYMENT OF TRUSTEE FEES ADOPTED NOVEMBER 19, 2002 BY THE KINGSBURY GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES

A trustee will receive a monthly trustee fee for each regular monthly meeting attended. A trustee will receive a monthly trustee fee for a missed regular monthly meeting as long as (s)he continues to meet all statutory conditions for holding the office and if (s)he is not absent for two (2) consecutive regular meetings or three (3) cumulative meetings in a calendar year.

Any trustee may request a waiver of the meeting attendance requirements for a period of up to six (6) months at a time for hardship. A waiver may be granted by the board if it finds that a hardship exists that prevents meeting attendance and if the Board determines that the trustee continues to contribute to the District despite being unable to attend meetings.

# KINGSBURY GENERAL IMPROVEMENT DISTRICT RESOLUTION 2025-02

### A RESOLUTION AMENDING THE TRUSTEE COMPENSATION POLICY

### 1. Amendment of Policy.

The Policy Regarding the Payment of Trustee Fees, adopted November 19, 2002, is hereby amended to read as follows:

- A. **Monthly Compensation:** A Trustee is eligible to receive monthly compensation when, during the month, the Trustee attends the regular monthly Board meeting; or performs other authorized Board duties as described in subsection C.
- B. **Non-Attendance:** No compensation is issued for any month in which a Trustee neither attends the regular monthly Board meeting nor performs other authorized Board duties.
- C. Other Authorized Board Duties: For purposes of this Policy, "authorized Board duties" include: (1) noticed committee meetings; (2) meetings with partner agencies relevant to District operations; (3) required or Board-approved training and compliance activities; (4) Board-approved stakeholder engagement; and (5) other related activities assigned or approved by the Board, Board Chair, or General Manager.
- D. **Equal Compensation & Compliance:** Compensation under this Policy shall be in the same amount for each Trustee, consistent with applicable law and any statutory limits, and administered in accordance with District procedures.

#### 2. Effective Date:

This Resolution shall take effect immediately upon adoption.

Trustee	Vote Aye/Nay/Absent
Sandy Parks, Chairman	
Ed Johns, Vice Chairman	
Cindy Trigg, Secretary/Treasurer	
Greg Felton, Trustee	
Sara Nelson, Trustee	<del></del> 2
APPROVED:	ATTEST:
Sandy Parks, Chairman KGID Board of Trustees	Derek Dornbrook, General Manager Kingsbury General Improvement District

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