



## **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**

**CALL TO ORDER** - 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.

Dave Eshe – 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.

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

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

Tony Garcia – 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.

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

Chris Anderson – 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.

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

Mike Paulson – 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.

Marilyn Spencer – 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.

Pat Miller – 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 -**

Felton – 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.

Nelson – 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.

Triggs – 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.

Parks – 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.

Johns – 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.

Lopez 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.

Manchester 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.

Counsel 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.

Felton – 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.

Parks – 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.

Nelson – 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.

Trigg – 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.

Johns – 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.

Manchester – 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.

Manchester – 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.

Felton – 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.

Trigg – 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.

Johns – 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".

**M-09/23/2025-3** – 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.

Counsel's interpretation of Protest 3 - 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. RFPs 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.

Counsel's comment - 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.

Lopez - 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.

Trigg – 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 RFP 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.

Dornbrook – I took Sara's comments at that Board meeting to heart quite a bit. As I was one of the authors of the RFP, 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  
**Nays:** Parks, Trigg, and Felton

2  
3  
Motion Failed

**M-09/23/2025-5**– 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  
**Nays:** Johns, and Nelson

3  
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 27<sup>th</sup> 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 than 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.

Counsel's comments on Protest 4 – 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.

Parks – 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.

Trigg – 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.

**M-09/23/2025-6** – 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.

<b>Yeas:</b> Nelson and Johns	2
<b>Nays:</b> Parks, Trigg, and Felton	3
Motion Failed	

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

<b>Yeas:</b> Felton, Trigg, and Parks	3
<b>Nays:</b> Johns, and Nelson	2
Motion Passed	

**For Discussion and Possible Action:** 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.

**M-09/23/2025-8**– 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.

Manchester – 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.

Sara Lopez – 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.

Bob Keller – 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.

**ADJOURNMENT**

**M-9/23/2025-9**

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

Respectfully submitted,

Attest:

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Sandy Parks, Chair

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Cindy Trigg, Secretary