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JOINT USE AGREEMENT

This Joint Use Agreement (the "Agreement") is made and entered into by and between High Sierra Fellowship, a Nevada non-profit corporation, hereinafter referred to as "HSF" and the Town of Gardnerville, a political subdivision of the State of Nevada, hereinafter referred to as "Town."

RECITALS

WHEREAS, The Town owns and manages several park facilities for the use of its residents including the park known as Heritage Park and the open space known as the Mountain View Nature Park (Douglas County Parcel Nos. 1320-32-614-002, 1320-33-402-010, 1320-33-402-011, 1320-33-402-089, 1320-33-310-005, 1320-33-310-002, and 1320-33-301-006) hereinafter referred to as the "Park Parcels"; and

WHEREAS, HSF owns the parcel located at 1250 ~~Gliman~~ Gilman Ave. Gardnerville, NV 89410 (Douglas County Parcel No. 1320-33-310-004) hereafter referred to as the "Church Parcel", on which parcel HSF operates a church which serves the residents of Gardnerville and the Carson Valley area at large; and

WHEREAS, the Park Parcels are immediately adjacent to and generally surround the Church Parcel; and

WHEREAS, limited public parking exists on the Park Parcels to accommodate individuals attending special events held or authorized by the Town on the parcels; and

WHEREAS, the Church Parcel includes a private parking lot for the use of HSF and its parishioners; and

WHEREAS, from time to time, HSF and its parishioners utilize the Park Parcels for special events and group activities sponsored by HSF;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Agreement by this reference.
2. Use of HSF parking lot for Town special events. HSF agrees that it will allow individuals attending special events held on the Heritage Park Parcels to park in the dirt lot and unimproved parking lot located on the Church Parcel subject to the following conditions:

- a. The use of the parking lot excludes any special event held on a Sunday or on days when the Church holds its own special events or services including, without limitation, Good Friday, Easter, Christmas Eve, and Christmas Day. Any person or organization using the parking lot shall provide HSF with a minimum of 14 days notice and a certificate of insurance identifying HSF as an additional insured party under the policy.
- b. HSF reserves the right to revoke, without warning or notice, the parking permissions granted herein to any individual or group of individuals who, in HSF's sole discretion, are engaging in any form of disruptive or unruly behavior, illegal activities, littering on or otherwise causing damage to the Church Parcel, or otherwise interfering with the HSF's or its parishioner's use and enjoyment of the property. HSF also reserves the right to withhold or revoke the parking permissions granted herein to any individual or group opposed to HSF or its mission.
- c. Any person parking on the Church Parcel does so at their own risk and HSF makes no warranty respecting the fitness or maintenance of the parking lots and assumes no liability for any damage or loss to any persons (including, without limitation, personal injury) or property resulting from their use of the parking lots.

Whenever the Town issues a permit to any individual or organization authorizing the use of the Park Parcels for a special event, it shall provide the individual or organization a written copy of the foregoing conditions.

3. Use by HSF of Park Parcels for group or special events. The Town agrees to waive any fees or other charges for the use of the Park Parcels by HSF for any group activity or special event. Prior to using the Park parcels for a group activity or special event, HSF shall follow all Town policies related to the scheduling of group activities or special events and while using the Park Parcels shall comply with all Town policies and County ordinances governing the use of parks facilities. Any event expected to draw more than 500 people must comply with all Douglas County Code requirements for the issuance of an Outdoor Festival Permit.
4. Term. This agreement shall have an initial term of one (1) year from the date of approval of the agreement by the Town board, however either party may terminate this agreement, with or without cause, upon 30 days written notice to the other party. Upon mutual agreement of the parties, this agreement may be renewed for successive terms of any duration subject to the terms and conditions contained herein.
5. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.
6. Governing Law and Venue. This Agreement shall be governed, interpreted and

construed by, through and under the laws of the State of Nevada in the district court of Douglas County, Nevada.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties represent that they have reviewed the forgoing JOINT USE AGREEMENT and agree to be bound by the terms and conditions contained therein.

HIGH SIERRA FELLOWSHIP

By:

Richard B. Lamay, President

TOWN OF GARDNERVILLE

The Gardnerville Town Board, Nevada, at their publicly noticed meeting held on the 1st day of June, 2021, approved the foregoing JOINT USE AGREEMENT and authorized its Chairman to record her signature for the execution of this Agreement in accordance with the action taken.

Mary Wenner, Chairman

ATTEST:

Erik Nilssen, Town Manager

APPROVED AS TO FORM BY:

David H. Rigdon, Town Attorney

APPLICABLE DOUGLAS COUNTY & NRS CODES

NRS 269.652 Annexation by town whose population is less than 25,000 in county whose population is less than 700,000: Commencement of proceedings to initiate. Proceedings to initiate any annexation authorized by [NRS 269.650](#) may be commenced by:

1. Petition of a majority of the taxpayers residing in the area to be annexed;
2. Recommendation of the county planning commission;
3. Resolution of the town board or the board of county commissioners,

↪ or by any combination thereof.

(Added to NRS by [1979, 279](#); A [1985, 710](#))

NRS 269.650 Annexation by town whose population is less than 25,000 in county whose population is less than 700,000: Ordinance; boundaries. In a county whose population is less than 700,000, those areas, including subdivisions, which are adjacent or contiguous to an unincorporated town whose population is less than 25,000, and which **require substantially all of the services described** in [NRS 269.575](#), may be annexed by the unincorporated town by ordinance adopted by the town board or the board of county commissioners. The ordinance must contain a provision requiring that the town boundary be surveyed, mapped, platted and so enlarged as to include the area to be annexed. Upon filing of the plat or map of the town, including the area annexed, it constitutes the legal boundary of the town.

(Added to NRS by [1979, 279](#); A [1979, 1333](#); [1989, 1916](#); [2011, 1168](#))

NRS 269.575 Town services.

1. Town services, any one of which or any combination of which may be supplied to the residents of a particular unincorporated town include, but need not be limited to:

- (a) Cemetery;
- (b) Dump stations and sites;
- (c) Fire protection; **NO**
- (d) Flood control and drainage; **NO**
- (e) Garbage collection; **NO (for us)**
- (f) Police; **NO**
- (g) Parks;
- (h) Recreation;
- (i) Sewage collection; **NO**
- (j) Streets; **NO**
- (k) Street lights; **NO**
- (l) Swimming pools; **NO**
- (m) Television translator;
- (n) Water distribution; and **NO**
- (o) Acquisition, maintenance and improvement of town property.

2. Each unincorporated town is limited to that service or those services whose supply provided the basis for the formation of the town, as adjusted from time to time pursuant to [NRS 269.570](#). (Added to NRS by [1975, 1347](#); A [1977, 1003](#); [1985, 2254](#).)

18.06.090 Annexation procedures

Those areas, including subdivisions which are adjacent or contiguous to the existing boundaries of the town of Gardnerville, and which are in need of being provided with the services enumerated in section 18.06.030 **may be annexed to the town** under the procedures set out in section 18.01.010. (Ord. 1567, 2020; Ord. 634, 1994 amended 18.06.110(E) which was repealed by Ord. 553. Similar language from Ord 553 is codified in 18.01.010; Ord. 553 §4, 1992; Ord. 476 §1, 1987) property provided the town advisory board presents any proposed acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property to the board of county commissioners for review and approval.

B. The services enumerated in this chapter are to be administered by a town advisory board. (Ord. 1567, 2020; Ord. 351 §4(part), 1980)

NRS 361.244 Classification of mobile or manufactured homes and factory-built housing as real property.

7. For the purposes of this section, “land which is owned” includes land for which the owner has a possessory interest resulting from a life estate, lease or contract for sale.

(Added to NRS by [1979, 823](#); A [1981, 1857](#); [1983, 191](#); [1987, 815](#); [1989, 170](#); [1993, 1184](#), [1575](#); [1995, 579](#); [1997, 1572](#); [1999, 3466](#); [2001, 1118, 1548](#); [2003, 21, 584](#); [2017, 3618](#))

18.06.080 Garbage and trash collection

A. Residential.

1. Mandatory garbage pickup is required for all residential areas within the boundaries of the town of Gardnerville. All annexed areas are required to have mandatory service. The record owner of a parcel of land within the boundaries of the town of Gardnerville shall be billed directly, every quarter, for the monthly garbage pickup rate for the parcel owned, and shall be solely responsible for the payment of the garbage pickup service charged. The record owner of a parcel of real property receiving garbage collection service will provide, in writing and signed by the record owner, a current address to which bills for garbage collection service will be sent. Until notified of a change of address, the town will send all bills to the last known mailing address of the record owner as shown on the records of the town. All residential properties, whether occupied or not, require trash service. If the residence is vacant and without electricity and water service, the resident may submit paperwork to the town to have the trash service halted during the time the other utilities are discontinued. Proof must be provided to the town showing the discontinuance of all other utility services.

2. Containers shall be provided to each customer by the Town of Gardnerville. Containers shall be a minimum of ninety (90) gallon capacity, semi-automated roll-out carts, and be equipped with a covering to enclose the container. Roll-out containers shall be blue for household solid waste or green for residential yard waste (as defined in Section E). Garbage and trash must be placed within the container, fully closed, and placed at the curbside by the customer. All garbage and trash must be placed completely within the container to be collected. No container will be emptied by the Town of Gardnerville unless it is presented at curbside, and completely closed. The front of the cart shall face the street and multiple containers will be separated by at least 18".

3. There is a maximum of one roll-out cart that will be provided for the standard quarterly rate as set by the board. One additional cart may be obtained on request for an additional fee. A residence that is also serving a commercial use may not use any additional containers without the prior written approval of the Town of Gardnerville.

4. Garbage collection will be made one time each week and pickup will be at the curb side in the front of the home or in areas served by alleys, to the rear of the home in the alley.

B. Commercial.

1. Mandatory pickup or service is required for all commercial entities within the town of Gardnerville. Exceptions to standard mandatory service for industrial wastes or other specialized wastes shall be determined by the town board. On request of the record property owner, the town will send a bill to a tenant. Irrespective of the party to whom bills are normally sent by the town, the obligation to pay for garbage collection service belongs to the record owner of the parcel of real property to which the town provides its garbage collection service. The record owner of a parcel of real property receiving garbage collection service will provide, in writing and duly signed by the record owner, a current address to which bills for garbage collection service will be sent. Until notified of a change of address, the town will send all bills to the last known mailing address of the record owner as shown on the records of the town.

2. The town will provide dumpsters which shall contain less than 6-cubic yards of waste for commercial customers. The town will own and maintain such dumpsters. Collection will be made a minimum of one time a month. Businesses requiring more than one pickup a month are on a mutually agreed upon route schedule. On a parcel of land with multiple building owners, the parcel owner will be billed for the service based on the number of units and amount of trash generated.

3. All dumpsters shall be placed within a refuse enclosure meeting the minimums outlined in the Town Standard Detail.

4. All dumpsters and garbage/trash areas shall be maintained in a clean and safe manner, including the removal of fallen leaves and windblown debris that tend to accumulate in the enclosure.

5. As necessary, snow shall be removed by the customer from in front of dumpsters and gates prior to 7:00 a.m. on the date of commercial service.

6. All new commercial customers using dumpsters must provide enclosures approved by the town as described in the town standard detail for size and orientation options. Existing commercial customers without town-approved enclosures must construct enclosures when the parcel of real property on which

the customer's business is located is the subject of rezoning, is granted a special use permit, is the subject of construction for which a building permit is required, or is sold or otherwise transferred to a new owner.

7. The town reserves the right to charge a fee not to exceed twice the normal collection rate for dumpsters that are excessively overloaded. Dumpsters are deemed excessively overloaded when the lid cannot come with 12 inches of closing. For the amount set forth in the town's currently applicable Schedule of Rates for Trash and Garbage Collection, upon request extra pickups will be made.

8. Commercial customers are responsible for the maintenance of refuse enclosures. Enclosures must be kept clean and sanitary. Excessive trash and garbage must not be allowed to accumulate in the enclosure area. Enclosures must not be used as storage areas or any purpose other than containing dumpsters.

9. When enclosures do not meet the above requirements, the dumpsters within or near them will not be dumped and the refuse in the vicinity will not be picked up by the town until the enclosure is cleaned and the customer calls the town office requesting a call back for inspection of the premises. Once the town's representative certifies that the customer's refuse enclosure meets the conditions of this regulation solid waste collection will resume. In such cases, a reasonable call-back fee will be charged. At the sole discretion of the Town Sanitation Specialist, the refuse enclosure may be cleaned by town staff and a fee not to exceed twice the refuse collection charge may be collected.

C. Rates.

1. The town board will establish collection rates by resolution for refuse collection customers or users. The rates will be in effect after public hearings for two consecutive months scheduled during the regular town board meetings. Rates shall be published and be available for public dissemination on request.

2. The town board may change the rates as required to meet the expenses and budget requirements of the trash enterprise fund.

3. All revenues shall be placed in the trash enterprise fund and used solely for indirect and direct costs related to the fund.

4. Except as provided in paragraph 1 of section A of this section, billing intervals and procedures shall be established by the town board at a regularly scheduled meeting.

D. The town board may make available to customers of the town's garbage collection service a program for the separation at the source of recyclable material from other solid waste originating from residential and commercial premises and public buildings where trash and garbage collection services are provided for the collection of solid waste.

E. Yard Waste.

1. Yard waste may be disposed of by taking part in the town's green waste program. This is an optional program for customers who choose to take part in the special pickup of yard waste and is available at no extra charge. Green waste is collected once a week. Green curbside carts are provided to each resident for the sole purpose of collecting green waste. Definition of Green Waste: Lawn clippings, leaves, thatch, branches, prunings, brush and weeds. Materials that will not be picked up as yard waste include household trash and garbage, plastic, rocks, dirt, sod, concrete, treated wood, septic waste, bio-solids, and pet feces.

2. Contamination of green waste is cause for discontinuance of green waste service. A resident who disposes of unacceptable items in the resident's green waste containers will receive a warning tag from the town on their green waste receptacle. Two offenses occurring in one year will be grounds for termination of green waste service to the customer whose premises are found in noncompliance with this regulation. Reinstatement for green waste service may appeal to the town board after three months for the second violation and a payment of a \$200.00 fee. Any subsequent appeals to the town board shall result in a \$500.00 fee. The town board shall have sole authority to grant green waste reinstatement. (Ord. 1577, 2020; Ord. 1567, 2020; Ord. 1398, 2013; Ord. 1255, 2008; Ord. 962, 2001; Ord. 942, 2000; Ord. 811, 1997; Ord. 748, 1996; Ord. 741, 1996; Ord. 542, 1991; Ord. 464 §1, 1986)

