

Article 2 Recitals.

- A. Brodie Steven Priestly is the Owner of the Project Property.
- B. The Grand Estates Tentative Subdivision Map was originally approved in 2005 by the Yerington City Council. The approval included a total of 64 residential lots in two phases. Phase 1 was approved through a final map and the roadways, utility lines (excluding off-site sewer) and drainage improvements were constructed along with separated pedestrian access. Before final mapping of Phase 2 of the project was approved, the tentative map expired.
- C. Development within Phase 1 of Grand Estates has necessitated that each home provides a septic and leach field system on each developed lot as the community sewer system was never completed.
- D. On January 9, 2023, the Yerington City Council approved a tentative subdivision map (2023-5-25) for the Grand Estates Phase 2 subject to Conditions of Approval ("Conditions").
- E. Part of the improvements proposed and required with the development of Grand Estates Phase 2 is the completion of the community sewer system, which includes off-site improvements associated with the sewer lift station and sewer lines connecting to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive
- F. Pursuant to NRS 278.02598, the City Council has the authority to negotiate development agreements to carry out plans for infrastructure to serve a development. In addition, the City Council has the power and authority to adopt an ordinance approving a development agreement for off-site improvements pursuant to Section 11-7-1(b), of the Yerington Municipal Code ("Code").
- G. Acknowledging the foregoing, the parties desire to enter into this Agreement for off-site utilities to serve the Grand Estates subdivision, and to provide for such other matters as set.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 3. Development Matters.

Section 3.1 Development Standards.

The approved tentative subdivision map for Grand Estates Phase 2 allows for the development of 36 single family lots with all utility, roadway and pedestrian accesses, as presented, conditioned and approved by the Yerington City Council (Case No. 2023-5-25 on January 9, 2023). Construction of the approved development will include the off-site improvements necessary for the connection of the sewer lines within the Grand Estates subdivision to an operable community sewer system. Improvements to be made include:

- A. Completion of construction of the Grand Estates Sewer Lift Station.
- B. Installation of a sewer force main connected to the Lyon County gravity sewer

system near Penrose Drive and Scarsdale Drive free of all encumbrances.

C. Any required easements for the lift station or force main.

All facilities will be constructed and proven operational and dedicated to the City of Yerington after inspection and confirmation of operability of the system.

Section 3.2 Timeframe for Completion of Off-Site Improvements.

- A. The time allowance for completing the off-site improvements described in section 3.1 shall be 5 years from the date of approval of the tentative subdivision map for Grand Estates Phase 2 (January 9, 2028) or prior to the issuance of the first certificate of occupancy for any lot within Grand Estates Phase 2, whichever is first.
- B. Off-site sewer improvements will be offered for dedication to the City of Yerington.
- C. A one (1) year warranty period ("Warranty Period") shall be provided for the new facilities. The one (1) year warranty period shall begin on the date of the first hook-up (certificate of occupancy) for the first home within Grand Estates Phase 2 and acceptance of the off-site sewer infrastructure improvements by the City of Yerington. All sewer privilege to connect fees shall be paid in conformance with the Lyon County/City of Yerington inter-local agreement.
- D. As-Builts and operations and maintenance manuals ("Closeout Documents") shall be provided at the start of the Warranty Period.
- E. This agreement shall be terminated at the acceptance of the dedication of the facilities/sewer improvements described above. Review and consideration for acceptance of the facilities/sewer improvements shall not be delayed by the City of Yerington when requested by the developer. The date of termination of this agreement shall not extend beyond six (6) years from the date of the tentative subdivision map approval for Grand Estates Phase 2 or at the closure of the Warranty Period, whichever is first ("Termination Date").
- F. Any easements needing to be assigned to the City of Yerington for the facilities covered under this development agreement shall be assigned at the time of dedication.
- G. If the date for completion of the required off-site sewer improvements falls on a weekend day or legal holiday in the State of Nevada, then the date for such requirement for completion shall be extended to the next business day. The term "business day" means a day that is not Saturday, Sunday or legal holiday in the State of Nevada.

Section 3.3 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

Article 4. General Terms.

Section 4.1 Effective Date; approved by ordinance

This Agreement is not effective until it has been approved by ordinance by the City Council, and has been recorded in the Official Records of Lyon County.

Section 4.2 Expiration and Cancellation

Unless amended or cancelled, in whole or in part, pursuant to NRS 278.0205, this Agreement shall expire upon the Termination Date set forth in Section 3.2 above. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.4 Breach.

A violation of the Agreement shall be a breach of this Agreement, and the breaching party shall have 60 days after receipt of notice delivered in accordance with Section 4.7 below by the nonbreaching party to cure such breach. This notice and cure period do not extend the final map deadlines set forth in Section 3.2 above.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments, Transfer of rights.

Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project Property.

Section 4.7 Notices, when deemed sufficiently given.

- A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in the transfer agreement, and/or to any address or number subsequently communicated to the sending party in writing.
- B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

- C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier of service.
- D. If notice is sent by facsimile, properly addressed to the addressee specified in Article 1 above and is actually sent to the correct facsimile number, it will be deemed sufficiently given when receipt is confirmed by either the receiving or sending facsimile machine, provided that that confirmation is in writing and sufficiently identifies the document, and indicates the time and date that the document was received by the receiving facsimile machine.

Section 4.8 Further Documents

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 Reserved.

Section 4.10 Time of Essence

Time is of the essence in the performance of this agreement.

Section 4.11 Governing Law

The laws of the State of Nevada, without regard to conflicts of law principles, shall Govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

If any provision contained in Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 4.13 Binding effect; successors and assigns; assignments/delegation

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or include a waiver or abrogation of any defense to payment by the City of Yerington, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreements

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

‘[Signature Page Follows]

EXECUTED on the dates indicated:

CITY OF YERINGTON,
a municipal corporation

Dated _____, 2023

By: _____

Its: _____

Attest:

City Clerk

Developer:

CREATIVE HOMES INVESTMENT
GROUP, LLC
a Nevada limited liability corporation

Dated _____, 2023

By:
Print Name: _____
Its: Manager

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by

Manager of Creative Homes Investment Group,
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

[SEE FOLLOWING PAGE]

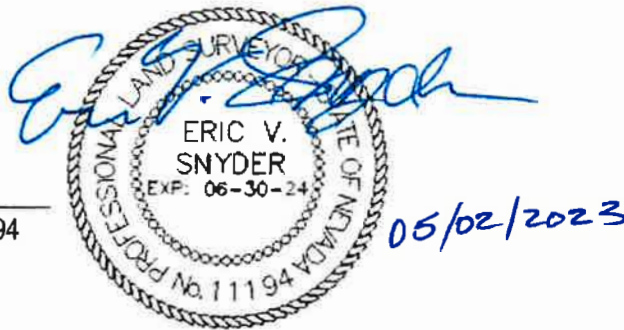
EXHIBIT "A"
LEGAL DESCRIPTION
GRAND ESTATE PHASE II

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

Lot A as shown on the Map of Grand Estates Phase 1, recorded in the Official Records of Lyon County, Nevada on January 11, 2007, as Document No. 398664.

The above description appeared previously in that certain Grant, Bargain, Sale Deed recorded November 4, 2021, as Document No. 647574 in the Official Records of Lyon County, Nevada.

Eric V. Snyder, PLS 11194
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502



AGENDA ITEM

9

CITY OF YERINGTON EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") for the position of Police Department Consultant is entered into by and between the City of Yerington ("City"), a political subdivision of the State of Nevada, and Ted Stec ("STEC"), an individual, and is effective upon the latter of STEC'S execution, or approval by the Yerington City Council, as evidenced by the dates below.

Recitals

WHEREAS, City recognizes that the delivery of well-trained and educated police services are essential to community confidence; and

WHEREAS, City recognizes that the art of policing necessarily and continuously evolves; and

WHEREAS, City values supporting its police department; and

WHEREAS, STEC is trained and experienced in evaluating law enforcement operations and in training law enforcement personnel in the lawful and proper performance of their duties; and

WHEREAS, the City wishes to have STEC perform a general research-based assessment of the Yerington Police Department's operations, practices and customs; and

WHEREAS, the City wishes STEC to provide technical assistance that helps frame future operational standards and the delivery of police services by the Yerington Police Department; and

WHEREAS, the need to employ a person to perform the tasks described herein is temporary, and not long term.

NOW, THEREFORE, the parties mutually agree as follows:

Agreement

1. Recitals Incorporated

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

2. Appointment and Scope of Services

A. City employs STEC to serve as Police Department Consultant effective upon complete execution of this Agreement. STEC shall perform the function of that position on an as-needed basis and sufficient to perform that task assigned to him. During the period of such employment, STEC will enjoy the same access to staff, facilities, and records as that of the City Manager or otherwise provided in State law, delegated by City Ordinance, resolution, or other action of the City Council. STEC is qualified to and

will assess training, policy/procedure review and policy development recommendations referenced in this section 2 consistent with federal and Nevada law. STEC shall not be allowed to access, and he shall not access, any City, law enforcement, personnel or other records except with the advance, express written approval of the City Manager.

B. STEC is tasked by City to deliver a written report detailing his conclusions regarding the operations of the Yerington Police Department, to include his recommendations toward improving efficacy, efficiency, safety, liability and community relations. Sources/methods of data gathering may include all or part of the following (but not limited to): internal and external stakeholder input, observation, surveys, policy, statistics, employment contracts, vendor contracts, budgets, training records, property and evidence room inspection, vehicle fleet, equipment, deployment schedules and relevant industry information.

C. STEC shall serve subject to the terms of this Agreement. STEC shall perform said duties at the pleasure and under the direction of the City Manager. STEC will report to and receive policy direction from the City Manager during the term of his employment.

D. STEC is subject to and shall observe and comply with all City policies and procedures, including but not limited to employee policies and procedures. STEC is not a sworn Nevada peace officer and shall not act as such under this Agreement. STEC shall not directly support sworn officers in the performance of their official duties.

E. Nevada Revised Statute (NRS) 41.0349 applies to this contract and reads:

In any civil action brought against any present or former officer, employee, immune contractor, member of a board or commission of the State or a political subdivision or State Legislator, in which a judgment is entered against the person based on any act or omission relating to the person's public duty or employment, the State or political subdivision shall indemnify the person unless:

1. The person failed to submit a timely request for defense;
2. The person failed to cooperate in good faith in the defense of the action;
3. The act or omission of the person was not within the scope of the person's public duty or employment; or
4. The act or omission of the person was wanton or malicious.

3. **Compensation and Work Schedule**

A. Salary: City agrees to compensate STEC at the rate of \$39.52 per hour. STEC shall not work overtime during any pay period. STEC shall be reimbursed for all work-related travel expenses, including mileage from STEC's residence/office to Yerington and return miles at the applicable IRS rate.

B. Benefits: STEC shall enjoy all benefits earned and enjoyed by other temporary, part-time hourly City employees.

C. **Work Schedule:** STEC is expected to devote necessary time, within and outside normal business hours, to complete the assigned work. Due to the nature of the position and normal scheduling conflicts, it is understood that STEC'S workday and work week hours may vary. It is also understood that telecommuting, electronic, and video conference communications may be effective and necessary at times.

D. **Limited Duration of Employment:** Due to the agreed upon limited term of this Agreement, STEC agrees not to apply for unemployment compensation following the conclusion of his employment, whether or not the term as contemplated herein is observed.

4. **Term of Agreement.** It is projected that 90 days will be sufficient to complete the requested service. It is understood the work could be concluded earlier or extended by the City Manager due to unforeseen delays or the request for additional services. The City Manager may lengthen the term of this Agreement to 120 days total. Other extensions must be brought before the City Council for approval.
5. **Termination.** STEC may terminate this Agreement at any time by giving the City not less than 5 calendar days' prior written notice. The City may terminate this Agreement at any time, with or without cause. In the event STEC terminates this Agreement prior to providing the work product contemplated herein, STEC shall, as liquidated damages, pay City \$2,500 within 10 days of such termination. Upon conclusion or termination of this Agreement, STEC shall return to City all City property of which he has taken possession.
6. **Non-Assignment of Agreement.** This Agreement is intended to secure the individual services of STEC and is not assignable or transferrable by STEC to any third party.
7. **Governing Law/Venue.** This Agreement shall be interpreted according to the laws of the State of Nevada. Venue for any action or proceeding regarding this contract shall be in Lyon County.
8. **Enforceability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. However, if such a stricken term or terms substantially affects the consideration contemplated herein, either party may terminate this Agreement as set forth in section 5.
9. **Conflict of Interest.** STEC agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated or not, that would in any way conflict with or impair STEC'S ability to perform the duties described in this Agreement.

10. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties hereto pertaining to the assignment and can only be amended by a writing executed by both parties.
11. **Support Services and Equipment.** STEC shall be provided office space and the equipment necessary to perform his duties and sufficient to fulfill his obligations under this Agreement as determined by the City Manager, at no cost to STEC.
12. **Reimbursement for Expenses.** STEC shall be reimbursed by City in accordance to City policy for all authorized and necessary travel (and reasonable accommodation expenses as approved by the City Manager) undertaken by STEC in performance of services pursuant to this Agreement, and within the approved City Budget.
13. **Notices.** Notices from STEC pursuant to this Agreement must be in writing by United States Postal Service, first class postage prepaid, addressed as follows:

City:
Attn: Robert Switzer
City Manager
City of Yerington
14 East Goldfield Ave.
Yerington, NV 89447

Copy to: Chuck Zumpft, City Attorney
City of Yerington
14 East Goldfield Ave.
Yerington, NV 89447

Notices to STEC pursuant to this Agreement must be sent via email only, addressed as follows:

Ted Stec
(email on file)

Alternatively, notices may be personally served in the same manner as is applicable to civil judicial process. Notice will be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service, or upon the sending of any email to STEC.

14. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager, and STEC has signed and executed this Agreement, both of which occurred on the days and year written below.

DATED:

DATED:

STEC

CITY OF YERINGTON

Ted Stec, Police Department Consultant

Robert Switzer, City Manager

APPROVED AS TO FORM:

ATTEST:

Chuck Zumpft, City Attorney

Sheema Shaw, City Clerk

AGENDA ITEM

10

UPDATE ON YERINGTON SCHOOL ZONE IMPROVEMENTS

CITY COUNCIL MEETING - MONDAY 07-24-2023

PROJECT STATUS DISCUSSION

#	ELEMENT NAME	STATUS	NOTES
1	Crosswalk, New, YES Oregon Gate	On Hold - Need Direction	Raised Crosswalks cost prohibitive, proceed with painted mid-block?
2	Crosswalk, New, YES California Gate	On Hold - Need Direction	Raised Crosswalks cost prohibitive, proceed with painted mid-block?
3	Broadway/Oregon Sign/Paint Update	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint.
4	Broadway/California Sign/Paint Update	Complete 12/2021	Needs Repaint prior to start of 23/24 School Year
5	California/Littell Sign/Paint Update	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint.
6	California/Pearl New Stop Sign	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint. Will require additional warning signs for traffic pattern change.
7	Crosswalks - YIS to YHS across Pearl	Materials on Hand	Standard repaint required prior to 23/24 School Year start. New drop inlets installed by Q&D Construction - Late 2022. ADA ramps installed and aligned between sidewalks - Q&D Late 2022.
8	Speed Bumps, Purchase and Install	On Hold - Need Direction	Went from this idea to raised crosswalks, need to make alt plans.
9	Kiss and Drop: FEDS, NDOT and COY	In Progress - Hold for Bid Release	Angela can advise on status of project - NDOT and COY Agreement
10	Oregon at School Street	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint.
11	Oregon at Modesto Street	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint.
12	Oregon at Dallas Street	Materials on Hand	Need to confirm no more slurry seal to be placed prior to paint.
13	Oregon School Bus Zone Load/Unload	No Designed Improvements	Many ideas, no approved improvements as of 07/2023
14	School Zone Signs and Warnings	No Designed Improvements	Expensive Project, likely next phase. FY24/25 budget item?



Cost Overview:



36" Stop Sign, MUTCD Aluminum R1-1

Grainger 6DUW9 \$212.28

<https://www.grainger.com/product/LYLE-Traffic-Sign-36-in-x-36-in-6DUW9>

PURCHASED



Parking Sign: 18 in x 12 in Aluminum, R7-42 MUTCD, Diamond

Grainger 448V31 \$42.65

<https://www.grainger.com/product/LYLE-Parking-Sign-18-in-x-12-in-448V31>

PURCHASED



Speed Bump, 9', Nail Into Pavement Type

Grainger 29NH26 \$431.37

<https://www.grainger.com/product/GRAINGER-APPROVED-Speed-Bump-Rubber-29NH26>

ON HOLD

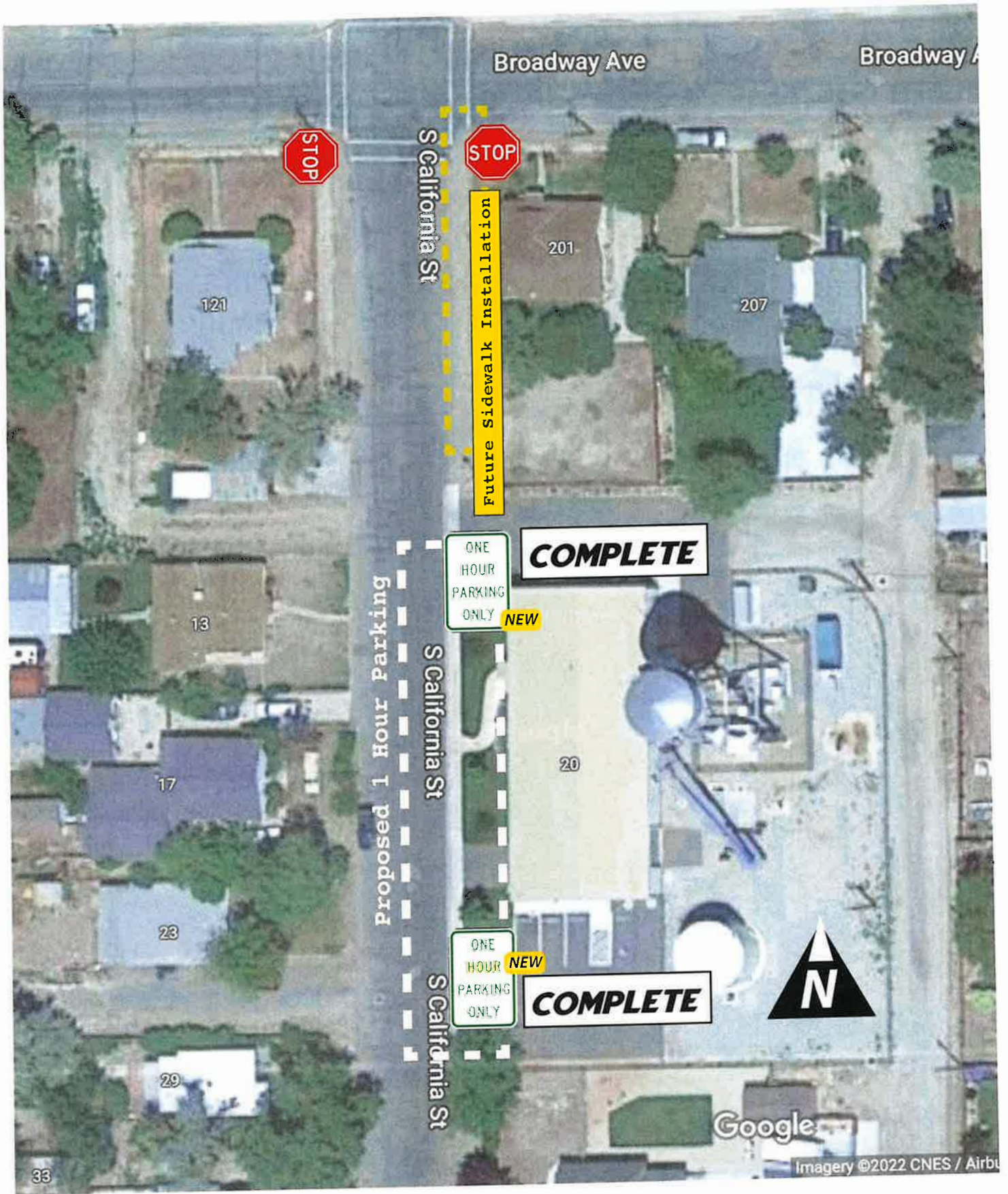


Yield to Pedestrians, 36", MUTCD R1-5L

Safetysign.com X5646-D9K \$179.55

<https://www.safetysign.com/products/8642/yield-pedestrians-left-arrow-sign>

PURCHASED



CITY OF YERINGTON NEVADA

PUBLIC WORKS

DRAFT REV A

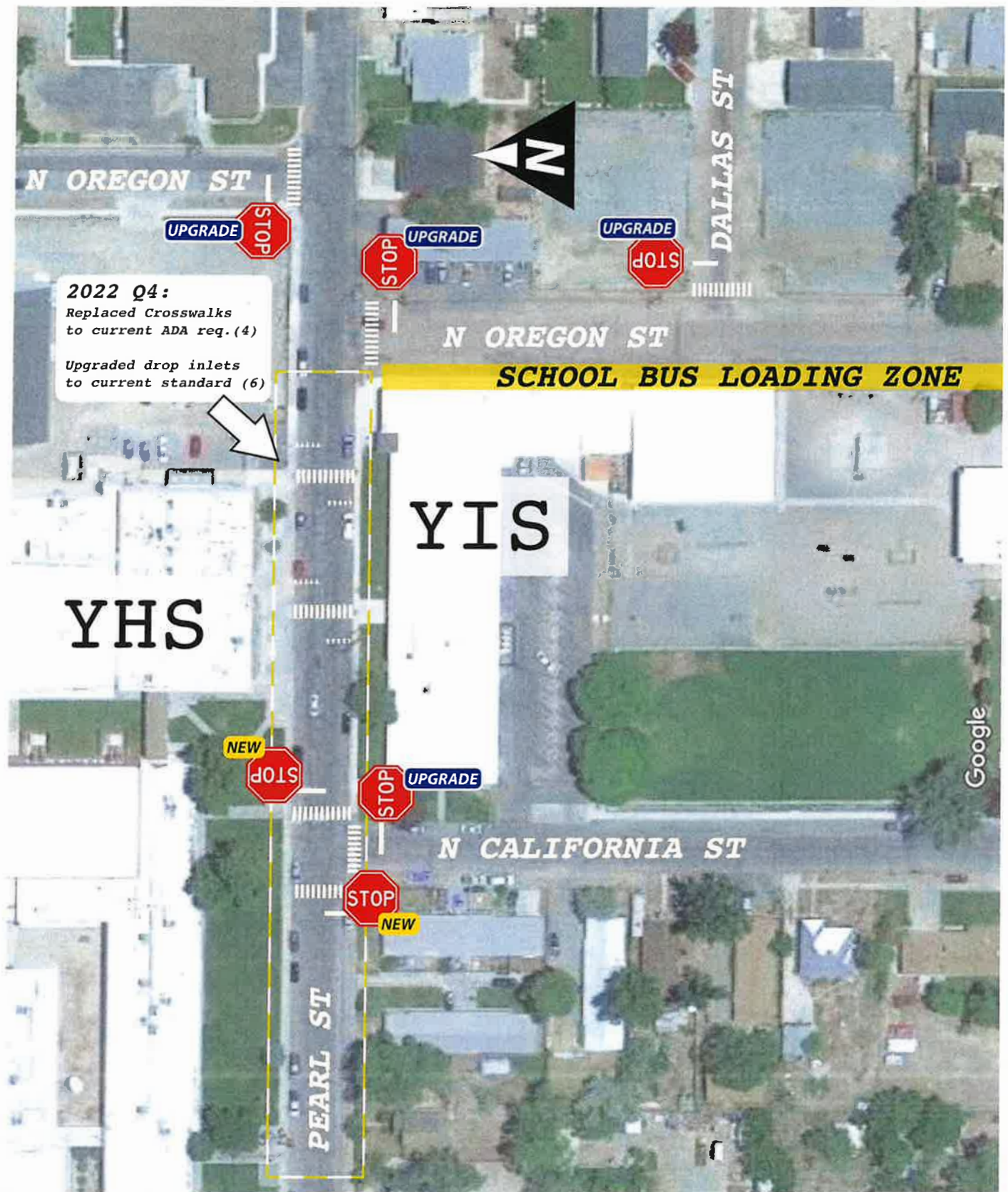
School Zone Safety Improvement Proposal

12/2022 CCM

Version 1.0 Rev A | 11222022

jayf@yerington.net | 775-463-3511

14 E Goldfield Avenue Yerington Nevada 89447



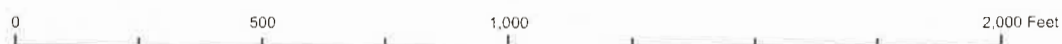


Current Time: 8/30/2023 5:16 PM



General School Zone Location - Yerington Nevada

15 MPH Area



CORRESPONDENCE



14 East Goldfield Avenue, Yerington, Nevada 89447
PHONE: (775) 463-3511 WEBSITE: www.yerington.net FAX: (775) 463-2284
The City of Yerington is an Equal Opportunity Provider

July 10, 2023

Mr. Donovan Gibbons, Esq.
Nutrien Ag Solutions
3005 Rocky Mountain Ave.
Loveland, CO 80538

Re: Water Line at 439 Hwy 339, Yerington, Nevada

Dear Mr. Gibbons:

I am Yerington City Attorney and have reviewed your letter of May 22, 2023. Thank you for that letter. While the City is open to exploring an alternative water line location, in order for us to agree upon any type of collaborative relocation effort and continued water service, Nutrien Ag ("Nutrien") must agree to the following:

1. Nutrien, at its expense, must install an adequate backflow system due to its water and chemical operations; and
2. Nutrien, at its expense, must relocate the water line in question and connect it to a water meter which the City will install (at the City's expense) in the right-of-way; and
3. Nutrien must pay for its metered water usage; and
4. Nutrien must allow the City to conduct exploratory digs on its property so that the City can ascertain the current location(s) and condition of the original water lines, for decommissioning if necessary.

If Nutrien is open to these proposals, I would be happy to have further discussions with you on this matter. I look forward to your response.

Very truly yours,

Charles S. Zumpft, Esq.

CSZ/ncf
cc: Robert Switzer, City Manager



May 22, 2023

City of Yerington – Public Works
Attention: Jay Flakus, Public Works Director
14 E. Goldfield Avenue
Yerington, Nevada 89447

Re: *Water Line at 439 HWY 339, Yerington, Nevada*

Dear Mr. Flakus,

I am an attorney with the legal department for Nutrien Ag Solutions, Inc. f/k/a Crop Production Services, Inc. ("Nutrien"). Nutrien is the owner of a parcel of property located in Lyon County, Nevada located at 439 HWY 339, Yerington, Nevada (APN 012-211-38) (the "Property"). It has come to Nutrien's attention that a water line that is operated by the City of Yerington runs directly under a number of improvements and chemical storage tanks located at the Property. The approximate location where Nutrien believes this water line runs is depicted in red in the enclosed parcel survey.

The water line's current location makes it difficult to access the line for maintenance or repairs, and creates a risk of environmental contamination in the event the pipe malfunctions or fails. Nutrien also believes there is not a recorded easement for this water line. Accordingly, Nutrien would like to work with the City of Yerington to relocate the water line by installing a replacement line in an alternate location and capping the existing line. Nutrien believes one viable alternative location is along the western boundary of the Property, between the west edge of the Property and the existing improvements.

Please contact me at 970-541-3731 or donovan.gibbons@nutrien.com to discuss this in greater detail. Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donovan Gibbons", written over a horizontal line.

Donovan Gibbons
Legal Counsel, Retail
Nutrien Ag Solutions, Inc.

Enclosure (1) – 439 HWY 339, Yerington, NV Parcel Survey



439 NV-339



- 439 NV-339, Yerington, NV 89447
- WRP5+R3 Yerington, Nevada
- Suggest an edit on 439 NV-339
- Add a missing place
- Add your business
- Add a label

Photos

