



LAYLA M. WALZ, Mayor
ROBERT WOOLSEY, Vice-Mayor
LAURA MOORE DELRIO, Councilwoman
JONATHAN GOOLSBY, Councilman
CHRIS MICHELI, Councilman

JASON PENGELLY, City Manager
SAMANTHA NANCE, City Clerk
PATTI ZANDER, Deputy Clerk

PUBLIC MEETING NOTICE
Of the
CITY OF WELLS BOARD OF COUNCILMEN

The Board of Council of the City of Wells, County of Elko, State of Nevada, will meet in regular session on Tuesday, December 13, 2022, in the Council Chambers of Wells City Hall, 525 Sixth Street, Wells, Nevada
Beginning at 7:00 P.M.

Attached with this Notice is the agenda for said meeting of the Board.

This Notice and Agenda is posted pursuant to N.R.S. 241.020 as amended by the 2013 Legislature. This Notice and Agenda has been posted on or before 9:00 A.M. on the third working day before the meeting at the following locations:

WELLS CITY HALL, 525 Sixth Street, Wells, Nevada
WELLS FIRE STATION, 516 Seventh Street, Wells, Nevada
WELLS POST OFFICE, 201 Castle Street, Wells, Nevada
WELLS RURAL ELECTRIC COMPANY, 1451 Humboldt Avenue, Wells, Nevada
SILVER SAGE SENIOR CITIZEN CENTER, 213 First Street, Wells, Nevada
ROY'S MARKET, 647 Humboldt Avenue, Wells, Nevada

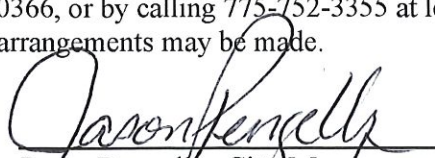
Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or call (866) 632-9992 to request the form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, and 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

NOTICE TO PERSONS WITH DISABILITIES

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City Manager, City of Wells, in writing at P.O. Box 366, 525 Sixth Street, Wells, Nevada 89835-0366, or by calling 775-752-3355 at least two (2) days in advance so that arrangements may be made.


Jason Pengelly, City Manager

TEL 775.752.3355

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The City of Wells is an equal opportunity employer

**AGENDA
REGULAR MEETING
CITY OF WELLS BOARD OF COUNCIL
TUESDAY, DECEMBER 13, 2022 7:00 P.M.
COUNCIL CHAMBERS, WELLS CITY HALL
525 SIXTH STREET WELLS, NEVADA**

*Breaks and Recess Actions shall be called for at the pleasure of the Board
rather than by agenda schedule.*

Pursuant to N.R.S. 241.020, 6, notice is hereby given that items on the agenda may be taken out of order, that the Board may combine two or more agenda items for consideration, and that the Board may remove an item from the agenda or delay discussion relating to an item on the agenda any time and if the agenda is not completed, to recess the meeting and continue on another specified date and time.

Pursuant to N.R.S. 241.020, 7, any restriction on comments by the general public must be reasonable and may be restricted to the time, place and manner of the comments, but may not restrict comments based on viewpoint. Citizens will be allowed to make public comment during each agenda item as well as at the formal Citizens to Address the Board of Councilmen agenda item at the beginning of the meeting.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of minutes of previous meeting(s) **FOR POSSIBLE ACTION**

DELEGATION:

5. Citizens to address the Council

Pursuant to N.R.S. 241.020,2 (c) (3), this time is devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item

OLD BUSINESS

6. Second reading of ORDINANCE NO. 239 – **AN ORDINANCE AMENDING TITLE 8 TRAFFIC REGULATIONS OF THE WELLS CITY CODE ENTITLED “2022 TRAFFIC CODE AMENDMENT,” REPEALING THE FORMER TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.**
FOR POSSIBLE ACTION

NEW BUSINESS

7. Discussion and possible action to approve purchases for the Wells Volunteer Fire Department from Curtis Tools in the amount of \$39,862.40. **FOR POSSIBLE ACTION**

8. Review, discussion and possible action to amend purchase and sale agreement with Pine West Development, LLC to increase portion of sale from 2.63 acres to 4.75 acres of parcel #002-770-005 and/or possible review, discussion and approval of Resolution 22-13 finding that it is in the best interest of the city to dispose of certain real property without offering the property to the public and for agreed upon sale price for the purpose of economic development. **FOR POSSIBLE ACTION**
9. Discussion and possible action to cancel second council meeting on December 27, 2022. **FOR POSSIBLE ACTION**
10. Discussion and possible action to close senior center and swimming pool operations on December 23, 2022. All employees will be expected to use vacation, floating holiday or personal day. **FOR POSSIBLE ACTION**
11. Discussion and review of golf course revenues and expenditures for November 2021 through October 31, 2022. **FOR DISCUSSION ONLY**
12. Review, discussion and possible appointment of David D. Loreman of David Loreman Law Office as interim deputy city attorney. **FOR POSSIBLE ACTION**
13. Review, Discussion and possible approval and adoption of employment position description for city manager. **FOR POSSIBLE ACTION**
14. Review, discussion and possible approval of offer letter for City Manager, Jason Pengelly. **FOR POSSIBLE ACTION**
15. Review, discussion and possible approval and adoption of employment position description for Assistant City Manager. **FOR POSSIBLE ACTION**
16. Review, discussion and possible approval of offer letter for Assistant City Manager, Samantha Nance. **FOR POSSIBLE ACTION**
17. Discussion and possible action to approve or deny the increase in Nevada League of Cities and Municipalities dues and authorize paying membership fee. **FOR POSSIBLE ACTION**
18. Discussion and possible action to increase footprint for BLM lease agreement from 1.1 acres to 2.5 acres for new construction of seat base operations. **FOR POSSIBLE ACTION**
19. Discussion and possible action to apply for grant through the Nevada Gold Mine CDC Grant Program. **FOR POSSIBLE ACTION**
20. Claims Committee Report and possible action to approve financial statement. **FOR POSSIBLE ACTION**

21. Councilmen's Report

This time is devoted to comments by Board members for general information or update Purposes and may include reports of involvement in liaison actives/meetings with matter raised under this item of the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

22. Staff reports

This time is devoted to comments by city Staff for general information or updates purpose. No action maybe taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on a successive agenda and identified to be action item

23. Citizens to address the Council

Pursuant to N.R.S. 241.020,2 (c) (3), this time is devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a mat raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

24. Adjournment

**MINUTES OF WELLS CITY COUNCIL
MEETING OF NOVEMBER 22, 2022**

CALL TO ORDER

Date: Tuesday, November 22, 2022
Time: 7:00 P.M.
Place: Council Chambers, Wells City Hall
525 Sixth Street Wells, Nevada
Type of Meeting: Regular Meeting of City of Wells Board of Councilmen
Presiding Officer: Mayor Layla M. Walz

ROLL CALL

Present: Layla M. Walz, Mayor
Robert Woolsey, Vice-Mayor
Jonathan Goolsby, Councilman
Chris Micheli, Councilman

Absent: Laura Moore-Del Rio, Councilwoman

Quorum: Yes

Staff Present: Jessica Solis-Morgan, Utility Clerk
Samantha Nance, City Clerk
Jason Pengelly, Public Works Director
Tony Prado, Public Works
Glen Shamblin, Public Works
Patti Zander, Deputy Clerk

PLEDGE OF ALLEGIANCE

Jason Pengelly led everyone in the Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Micheli made a motion to approve the meeting minutes dated November 8, 2022.
Goolsby provided the second and motion passed unanimously.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

**DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 22-10, A
RESOLUTION APPOINTING JASON PENGELLY AS CITY MANAGER AND**

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OTHER MATTERS PROPERLY RELATING THERETO. CITY CLERK SAMANTHA NANCE TO SWEAR IN JASON PENGELLY AS CITY MANAGER AND ISSUE OATH

Goolsby made a motion to approve Resolution 22-10, a resolution appointing Jason Pengelly as City Manager. Micheli provided the second and motion passed unanimously. City Clerk Samantha Nance swore Pengelly in as City Manager. Walz added that Legal Counsel is still working on the contract for Pengelly. Landa does not believe a contract is needed but Walz thinks it would be of benefit to Pengelly and the city.

DISCUSSION AND POSSIBLE ACTION TO ACCEPT OR DENY APPLICATION FOR SPECIAL USE TO ALLOW NONCONFORMING ACCESSORY BUILDINGS AND TO CONSTRUCT GARAGE OR OTHER ACCESSORY BUILDINGS, APN #002-670-014 AND APN #002-670-015, AARON AND KRISTINA BUSHAR

The opinion of Legal Counsel is that this would be a special use permit. Walz added there has been no opposition from any of the neighbors and Walz had no opposition due to the location. Micheli made a motion to approve the nonconforming accessory buildings and to construct garage or other accessory buildings, APN #002-670-014 and APN #002-670-015 for Aaron and Kristina Bushar. Goolsby provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 22-11, A RESOLUTION DESIGNATING CERTAIN ELECTED OFFICIALS AND CERTAIN APPOINTED OFFICIALS AS SIGNATORIES ON VARIOUS BANK ACCOUNTS OF THE CITY OF WELLS, AUTHORIZING THE USE OF ELECTRONIC SIGNATURES AND OTHER MATTERS RELATING THERETO

Walz began that this resolution will remove Tilley and add Pengelly as a signer on the bank account. Woolsey made a motion to approve Resolution 22-11. Micheli provided the second and motion passed unanimously.

ACTION TO CANVASS RETURNS AND DECLARE THE RESULTS OF THE WELLS CITY 2022 GENERAL ELECTION

Walz stated the official results from the election have been provided from Elko County. The results were Gary Pollock was elected Mayor and Carmen “Beth” Savedra for city council. Micheli made a motion to declare the results of the Wells City 2022 general election. Goolsby provided the second and motion passed unanimously.

FIRST READING OF ORDINANCE NO. 239 – AN ORDINANCE AMENDING TITLE 8, TRAFFIC REGULATIONS OF THE WELLS CITY CODE ENTITLED “2022 TRAFFIC CODE AMENDMENT,” REPEALING THE FORMER TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY

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OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1, CHAPTER 4, CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATING THERETO

Walz stated this is the first reading only but is something that needs to be approved for our traffic code to stay in line with the State of Nevada due to recent amendments. Nance called Lauren Landa to answer any questions anyone may have. The new law requires city traffic law be uniform with the state law which now requires most offenses for traffic violations be treated as civil infractions rather than misdemeanor offenses. More serious traffic offenses like DUI and reckless driving will remain misdemeanors. Violations that are deemed civil infractions will not be prosecuted by the city attorney's office. There will be a notice and hearing process with the municipal court. This will result in either the alleged violator paying the infraction and the matter will be closed; the violator will contest and the matter will be found in violation or the violator will ignore the notice from the court and be deemed to have committed the violation. If the violator fails to pay the civil judgement, then the court will refer the matter to collections to seek payment.

Landa added that Tom Coyle does all the municipal prosecutions, but Coyle is out with a medical issue so is not able to present the code change to the council. This new law goes into effect on January 1, 2023 so the city code needs to be amended. DMV will still be able to add points against your driver's license or suspend a driver's license, but no warrant will be issued for failure to pay. Goolsby added that right now, every violation in the State of Nevada is a misdemeanor. Currently, the officer who wrote the citation is required to appear in court as well as any witnesses. After this goes into effect, it will be a civil violation and the officer will no longer be required to appear in court.

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE LOVES HOSPITALITY, LLC (DBA HAMPTON INN AND SUITES) LIQUOR LICENSE

Pengelly stated that the liquor license has previously been in the name of the manager at the Hampton Inn. When that manager left, a new application would have to be done. Now, all of the officers of the Love's Corporation are on the liquor license, so this process won't have to continually be repeated. The Elko County Sheriff Department provided a letter stating there is no reason to disqualify the liquor license. Woolsey made a motion to approve the Loves Hospitality, LLC (DBA Hampton Inn and Suites) liquor license. Micheli provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE CIVIL ENGINEERING SERVICES WITH CARTER ENGINEERING, LLC FOR ENGINEERING AND DESIGN FOR SIDEWALK IMPROVEMENTS ON SHOSHONE AVENUE IN THE AMOUNT OF \$15,080.00 TO MOVE FORWARD WITH CDBG GRANT APPLICATION

Walz began that at the last meeting, the council made a motion to proceed with the CDBG grant for sidewalks on Shoshone. This would be the engineering required to submit with that grant. Pengelly added that this would be to pay for the design for the sidewalks from Sixth Street to the overpass. Pengelly stated this would also help with the drainage. Goolsby thought with the swimming pool being on Shoshone, it would be good to have sidewalks, especially in the summer when there are more kids going to the pool. The is just for the design of the sidewalks and the sidewalks will be completed with a CDBG grant if it is awarded to the city. Pengelly added if the engineering and design is done first and is available to submit to CDBG with the grant application, then it is shovel ready if the grant is awarded. Micheli made a motion to approve civil engineering service with Carter Engineering LLC for engineering and design for sidewalk improvements on Shoshone Avenue in the amount of \$15,080. Woolsey provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE PURCHASE OF NEW SNOWPLOW FROM CLEARWATER POWER EQUIPMENT IN THE AMOUNT OF \$12,655.08

Pengelly began that currently, the city has two pickup plows and a blade and it is hard to keep up. One of the new city trucks will be taken to Clearwater for them to install the plow the same day. Clearwater is who the city usually purchases snowplows through. Goolsby made a motion to approve the purchase of a new snowplow from Clearwater Power Equipment in the amount of \$12,655.08. Woolsey provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE CITY MANAGER, JASON PENGELLY, TO SIGN THE WASTEWATER TREATMENT PLANT HEADWORKS AND SCREENING REHABILITATION CONTRACT IN THE AMOUNT OF \$86,700 AND AUTHORIZE SHAW ENGINEERING TO PROCEED

This grant consists of \$260,000 from a CDBG grant for construction and the rest is from ARPA funds. The \$86,700 will be included in the total cost which is \$560,000 for this project. Pengelly explained how this will be new headworks at the wastewater treatment plant that will include an auger screen machine that takes out all the rags, plastics and everything else that shouldn't be there. It will screen all of them out and put them through the auger. There have been a lot of wipes flushed since COVID. When all those wipes are flushed, they float and get on the cables and weigh them down. It will break the stainless-steel cables and send the aerators shooting off like jet boats on to the bank. Woolsey made a motion to approve and authorize city manager Jason Pengelly, to sign the wastewater treatment plant headworks and screening rehabilitation contract in the amount of \$86,700 and authorize Shaw Engineering to proceed. Chris Micheli provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE CITY MANAGER, JASON PENGELLY, TO SIGN THE BOOSTER PUMP

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STATION CONTRACT FOR \$65,340 AND AUTHORIZE SHAW ENGINEERING TO PROCEED

Nance began that initially this booster station had ARPA funds allocated for the project but there weren't enough funds allocated with everything going up in price. ARPA funds to cover improvements like this for water, sewer and broadband infrastructure are qualified events. Pengelly added this is for well #7 by the chariot track and feeds the upper tank where the new two-acre parcels are being put in. The well runs two hundred and forty gallons a minute. If that well ever goes out and there are residents living up there, that tank will run dry before a driller gets here to fix it. This bypass pump will enable us to pull water off the main one-million-gallon tank to use as well as fire protection. It was in the original design but was pulled out of the design because of cost. Goolsby made a motion to approve and authorize city manager Jason Pengelly to sign the booster pump station contract for \$65,340 and authorize Shaw Engineering to proceed. Micheli provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS AND EXPERIENCE FOR WOODHILL'S TRAIL PLANNING & DESIGN SERVICES FOR THE WOODHILL'S TRAIL CDBG GRANT

Pengelly began that this would be \$80,000 for the design of where the trails can go. This will be working with BLM and landowners as part of the CDBG process. Woolsey made a motion to advertise for the request for qualifications and experience for Woodhill's Trail planning and design service for the Woodhill's Trail CDBG grant. Micheli provided the second and motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS AND EXPERIENCE FOR ENGINEERING OVERSIGHT OF SOIL EVACUATION FOR FEARLESS FARRIS CLEANUP

Pengelly began that this is to remediate the contaminated ground from the old fuel tanks. The Brownsfield Grant would be \$80,000 and the in kind would be \$16,000. A hole would be dug to allow the soil to air out. Approval has already been received to take this dirt to the old dump site. The in-kind would be public works manpower and equipment to dig the hole as well as backfill the hole. Walz added that previous testing shows that it should be clean enough to proceed with this project. Pengelly added that once it is cleaned up, if someone wants to purchase the property, there will be proof it is clean. Micheli made a motion to advertise for the request for qualifications and experience for engineering oversight of soil evacuation for Fearless Farris cleanup. Goolsby provided the second and motion passed unanimously.

CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS

Goolsby made a motion to approve Warrant Register dated November 10, 2022 through November 22, 2022 in the amount of \$88,574.13. Micheli provided the second and motion passed unanimously.

COUNCILMEN'S REPORTS

Woolsey had a meeting today with a group called Vocational Rehab. This group offers money and services to help people who struggle for a career path and like to do as much locally as possible. The school is working with this program but is not just for the school. Any community member can take advantage of it to pay for college, vocational training and will provide housing while people learn the skill. Woolsey will be having future meetings and this is something that will benefit the city. There will be job shadowing where they will pay the wages for a person to learn the skills. Woolsey continued that the school is looking at getting a pays lab where a room is set up for kids to learn skills. This will start very basic and test aptitude to help with job placement.

Goolsby mentioned that wrestling is starting and will go through February. Goolsby also wanted to congratulate the two candidates at the meeting and congratulated Pengelly.

Walz will have a REC Board Meeting December 1, 2022 and will be the last quarterly meeting she will attend. Nance will check and see if she can start attending those meetings. Walz wished everyone a Happy Thanksgiving and mentioned the WREC Classic will be coming up the first weekend in December. Walz also announced the Wells Family Resource Center Tree Festival December 5th through the 9th and will be held at the golf course.

STAFF REPORTS

Pengelly stated he and Nance have reached out to a couple of entities regarding bringing healthcare to the City of Wells. Pengelly will report back on when they hear back.

The environmental impact study for the Woodhills Grant from Nevada Parks and Recreation that the council approved to move forward with at the October 11, 2022 meeting for \$200,000 was not completed and submitted by the deadline. This will have to be applied for again next year.

Pengelly attended the NNRDA meeting via ZOOM and there was a lot of good information at that meeting. The update from Southwest Gas was given at that meeting. Pengelly reached out to the representative after the meeting. Southwest Gas was trying to get 20% of Wells residents to say yes to bringing natural gas to Wells and they received around 30 – 35% to commit and will move forward with filing with the PUC to approve the project.

One employee left the City of Wells to pursue other opportunities and the position was advertised. There was only one applicant who will start next Monday. There is still one

more full-time position that has never been filled in Public Works since Dennis Calton retired.

Nance and Pengelly went to lunch at the Sr. Center today and there was a pretty good turnout. Health Care and getting the new Sr. Center built were among the topics discussed. The seniors were told there was enough money to get the shell, roof, windows, doors and stucco but will still be a million dollars short to totally complete it. Walz mentioned that Nevada Gold does a CDC grant program which may be an opportunity to get more funds for this project.

The senior class contacted Pengelly a couple of weeks ago wanting to paint a "W" on the water tank. Pengelly likes this idea but due to safety concerns, it was suggested purchasing a big decal that could be put on the tank. Woolsey added the class initially wanted to repaint the "W" on the mountain but due to safety concerns, it was not feasible. Pengelly added this will be put on a future agenda and the weather will have to warm up before the project can be completed.

Nance stated that Teri Gage from Eide Bailly will be submitting a 30-day extension to present the audit. Due to staff shortages, a lot of staff in the Reno office quitting, and the city having a single audit, it takes more time and there are a lot of single audits around the state due to the ARPA funding. The extension letter will have to be presented to the state and is due to the state by November 30th.

Nance talked with Kristin Brown at SHPO today regarding the El Rancho grant. This was the grant where the city requested \$50,000 and was given \$75,000. This will be moving forward but a new electrical quote will have to be obtained.

Prado mentioned that Christmas lights were being put up while the weather was decent before it snows.

Glen Shamblin congratulated Pengelly.

Jessica Solis-Morgan stated with it being the end of the month, meters were going to be read. With the remote reads, the process can be completed in a day. There are only about sixty meters that need to be manually read.

CITIZENS TO ADDRESS THE COUNCIL

Quinn stated that she and Pengelly had discussed how a trade school was needed in town and with what Woolsey reported, it looks like it is going to happen between the school and the city. Pengelly added if this was available in Wells, a person could make a good living in the city. Woolsey added this group who was at the meeting today wants to come and talk to the city council.

Gary Pollock wanted to thank everyone who voted in the election. Pollock is humbled and flattered with the response from the public and will do his very best to fill some big

shoes. Pollock stated the reason he wanted to run for mayor is because the city council and city management have a great team and is thrilled to be a part of the team.

ADJOURNMENT

The meeting adjourned at 8:07 p.m.

LAYLA M. WALZ, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

CITY OF WELLS ORDINANCE NUMBER 2022-239

SUMMARY - AN ORDINANCE AMENDING TITLE 8 OF THE WELLS CITY CODE ENTITLED "2022 TRAFFIC CODE AMENDMENT," REPEALING THE FORMER TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

TITLE - AN ORDINANCE ENTITLED "2022 TRAFFIC CODE AMENDMENT," AMENDING TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE- ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

WHEREAS, in AB 116, Chapter 506 of the 81st (2021) session of the Nevada State Legislature, the state of Nevada provided that the laws of cities concerning traffic must, effective January 1, 2023, be uniform and must adopt a civil infraction program, changing the City's current categorization of the vast majority of traffic offenses from misdemeanors to civil infractions and providing other matters appropriately related thereto;

WHEREAS, the board of councilmen desires to adopt this amendment to comply with the requirements of AB 116, Chapter 506 of the 81st (2021) session of the Nevada State Legislature, to be effective January 1, 2023;

WHEREAS, the state of Nevada adopted the provisions of AB 116, Chapter 506 of the 81st (2021) session of the Nevada State Legislature with current changes to NRS Chapters 484A through 484E, inclusive, and the board of councilmen finds that it can comply with the aforesaid requirements by adopting by reference the current versions of these Chapters;

WHEREAS, the board of councilmen desires to maintain the mandatory motor vehicle insurance provision of the Chapter being amended and will adopt that provision to remain in this new Chapter;

NOW THEREFORE, the Board of Councilmen of the City of Wells hereby ordains as follows:

SECTION 1: ADOPTION OF TRAFFIC LAW CHANGES. The current

provisions of Title 8 of the Wells City Code are hereby repealed in their entirety on January 1, 2023 and replaced in full with the following provisions to become effective on January 1, 2023:

8-1-1 : PURPOSE, AMENDMENT, INTERPRETATION, AND CONFLICT

8-1-2 : TRAFFIC LAWS

8-1-3 : MANDATORY MOTOR VEHICLE INSURANCE

8-1-1 : PURPOSE, AMENDMENT, INTERPRETATION, AND CONFLICT:

A. The purposes of this Title are to adopt, by reference, the traffic laws of NRS Chapters 484A through 484E, inclusive, as amended from time to time, to apply to the City insofar as such may be made applicable. In the event the City may not enact or exercise jurisdiction over various portions of any such laws by reason of preemption by state law or otherwise, those portions shall be of no force and effect within the Municipal Court of the City and may only be enforced as allowed by state law.

B. The board of councilmen may amend the provisions adopted by reference at any time by ordinance as provided by law. In the event any of the state laws herein adopted are amended by the state, such amendments are hereby adopted by the City to the extent permissible by law. If amendments are made by the state and the foregoing is not sufficient to establish that the City Code herein is thereby amended, the board of councilmen may adopt any such amendments as deemed desirable by resolution, which changes to the Code shall be effective upon approval thereof.

C. Whenever an adopted provision of the NRS Chapters incorporated herein refer to another provision of the Nevada Revised Statutes, the referenced provision is also adopted by reference to the extent it is consistent with the purposes herein set forth. During the prosecution of a complaint involving a substantially continuous event that involves at least one (1) misdemeanor established by the Chapter and additional violations which are civil infractions, the City may elect to treat all offenses/violations as misdemeanors and/or may treat offenses/violations as a combination of misdemeanors and/or civil infractions provided that the traffic laws of the state of Nevada do not prohibit such prosecution.

D. Violations of adopted provisions of NRS Chapters 484A through 484E, inclusive, within the City shall be deemed violations of this Chapter. The Municipal Court may exercise jurisdiction over any violation of NRS Chapters 484A through 484E, inclusive, which occurs within the City, regardless of whether the charging document alleges a specific violation of a provision of this Chapter under the City Code or a specific violation of a provision of NRS Chapters 484A through 484E, inclusive, and regardless of which law enforcement agency investigated the violation or instituted the charging document.

E. In the event of a conflict between any state law and any City Code adopted in this Chapter, the

state law shall prevail.

8-1-2 : TRAFFIC LAWS:

The City hereby adopts, by reference, NRS Chapters 484A through 484E, inclusive, as amended from time to time. The commission of any act within the limits of the City, or the failure to perform any act within the City, which is made a civil infraction or a misdemeanor by NRS Chapters 484A through 484E, inclusive, constitutes a violation of this section. Violations of any provision or portions thereof of NRS 484A through 484E, inclusive, which may be made misdemeanors under NRS 484A through 484E, inclusive, are hereby made misdemeanors within the City under this City Code, which include, without limitation, NRS 484B.100, 484B. 117, 484B.127, 484B.130, 484B.135, 484B. 150, 484B.157, 484B.267, 484B.317, 484B.330, 484B. 600, 484B.607, 484B.650, 484B.653, 484B.657, and those provisions of NRS Chapter 484C and Chapter 484E. All other violations shall constitute a civil infraction within the City.

8-1-3 : MANDATORY MOTOR VEHICLE INSURANCE:

The City hereby adopts the provisions of NRS 485.187 UNLAWFUL ACTS; FINES; EXCEPTIONS concerning mandatory motor vehicle insurance to the full extent such can be made applicable to the City.

SECTION 2: AMENDMENT TO MUNICIPAL CODE GENERAL PENALTY. The current provisions of Title 1 Chapter 4 are hereby amended as follows:

*(For purposes of this amendment, text which is **bold and underlined** is added; text which is {**bold and bracketed** } is deleted.)*

1-4-1 : General Penalty

1-4-2 : Application of Provisions 1-4-

2: Liability of Officers

1-4-1 : GENERAL PENALTY:

Except as provided in Wells City Code Title 8 Chapter 1, {A} any person convicted of any violation of any city ordinance which does not otherwise provide a specific penalty, shall be punished by the imposition of a fine not to exceed one thousand dollars (\$1,000.00), or by a sentence of confinement in the city or county jail not to exceed six (6) months, or both fine and imprisonment.

1-4-2 : APPLICATION OF PROVISIONS:

A. **Except as provided in Wells City Code Title 8 Chapter 1, {T}** the penalty provided in this

chapter shall be applicable to every section of this code the same as though it were a part of each and every separate section unless otherwise indicated. Any person convicted of a violation of any section of this code where a duty is prescribed or obligation imposed, or where any action which is of a continuing nature is forbidden or is declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this code.

B. Except as provided in Wells City Code Title 8 Chapter 1, {I}incases where the same offense is made punishable or is created by different clauses or sections of this code, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

C. Except as provided in Wells City Code Title 8 Chapter 1, {W}whenever the doing of an act or the omission to do any act constitutes a breach of any section or provision of this code and there shall be no fine or penalty specifically declared for such breach, the provisions of this chapter shall apply.

1-4-3 : LIABILITY OF OFFICERS:

No provision of this code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the intent of the board of councilmen to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

SECTION 3: REPEAL. All ordinances, codes or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: VALIDITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability, or unconstitutionality of such section, paragraph, clause or provision shall not affect any remaining provisions of the Ordinance.

SECTION 5: AMENDMENT. As expressly provided herein, provisions of NRS Chapters 484A through 484E, inclusive, are adopted as part of the code of the City of Wells. All subsequent revisions by the State legislature approved by resolution of the City Council shall become a part of this ordinance. Otherwise, the City Council may amend this ordinance as provided by law.

SECTION 6: This ordinance having been posted in two (2) conspicuous places for a period of at least ten (10) days prior to the adoption of the ordinance, and having been read by title on November __, 2022, and having been voted on and adopted on _____, 2022, became in full force and effect one week after its posting following adoption.

DATED at Wells, Nevada this ___ day of _____, 2022.

CITY OF WELLS

By: _____
LAYLA WALZ, MAYOR

ATTEST:

SAMANTHA NANCE, City Clerk

The foregoing Ordinance was introduced in written form on November __, 2022, and read aloud on _____, 2022, at which time Motion to Adopt was made by Council Member _____, seconded by Council Member _____, and passed with the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

AFFIDAVIT OF POSTING
(After the First Reading)

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

SAMANTHA NANCE, being first duly sworn, deposes and says:

That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of twenty-one years, and the duly appointed, qualified City Clerk of the City of Wells, County of Elko, State of Nevada; that on the ___ day of _____, 2022, Affiant posted at two (2) public bulletin boards in the City of Wells at least one (1) week before the Ordinance shall become effective, a full, true and correct copy of Ordinance No. _____, entitled:

AN ORDINANCE ENTITLED "2022 TRAFFIC CODE AMENDMENT," AMENDING TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

DATED this ___ day of November, 2022.

SAMANTHA NANCE, City Clerk

SIGNED AND SWORN to (or affirmed) before me on this ___ day of _____, 2022, by SAMANTHA NANCE, Wells City Clerk.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE

PUBLIC NOTICE IS HEREBY GIVEN of the intention of the Board of Council Members of the City of Wells, Nevada to take final action on the ___ day of _____, 2022, on the adoption of an Ordinance entitled:

AN ORDINANCE ENTITLED "2022 TRAFFIC CODE AMENDMENT," AMENDING TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

PUBLIC NOTICE IS ALSO GIVEN that typewritten copies of the above-entitled Ordinance are available for inspection by all interested parties at the office of the Clerk of the City of Wells, Nevada in the City Hall, Wells, Nevada; that said Ordinance was proposed and read by title on the ___ day of _____, 2022, and the Board of Council Members intends to take final action on the adoption of said Ordinance at its regular meeting on the ___ day of _____, 2022, as a regular measure.

This Ordinance shall be in full force and effect one (1) week from its final passage and adoption and posting at two public bulletin boards in the City.

IN WITNESS WHEREOF, the Board of Council Members of the City of Wells, Nevada has caused this Notice to be given by reference to the title of the proposed Ordinance.

DATED this ___ day of _____, 2022.

SAMANTHA NANCE, City Clerk

AFFIDAVIT OF POSTING

(After the Second Reading and Adoption of the Ordinance)

STATE OF NEVADA)

) SS.

COUNTY OF ELKO)

SAMANTHA NANCE, being first duly sworn, deposes and says:

That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and acting City Clerk of the City of Wells, County of Elko, State of Nevada; that on the ___ day of _____, 2022, Affiant posted at two (2) public bulletin boards in the City of Wells at least ten (10) days before the adoption of the Ordinance, a full, true and correct copy of the attached Notice regarding the first reading of Ordinance No. _____, entitled,

AN ORDINANCE ENTITLED "2022 TRAFFIC CODE AMENDMENT," AMENDING TITLE 8 OF THE Wells CITY CODE BY REPEALING PORTIONS OF TITLE 8 OF THE EXISTING TRAFFIC LAWS AND ADOPTING THE CHANGES TO CODE REQUIRED BY STATE LAW CONCERNING NRS CHAPTERS 484A THROUGH 484E, INCLUSIVE, PROVIDING FOR CIVIL INFRACTIONS, RE-ADOPTING ANY NECESSARY SECTIONS OF TITLE 8 OF LOCAL CONCERN, AND AMENDING TITLE 1 CHAPTER 4 GENERAL PENALTY TO ALLOW FOR CIVIL INFRACTION PENALTIES FOR APPLICABLE TRAFFIC LAWS.

DATED this ___ day of _____, 2022.

SAMANTHA NANCE, City Clerk

SIGNED AND SWORN to (or affirmed) before me on this ___ day of _____, 2022, by **SAMANTHA NANCE**, Wells City Clerk.

NOTARY PUBLIC

Agenda Item #7
 Date of Meeting 12-13-22

Ph: 801-486-7285
 TF: 800-426-0509
 Fax: 801-487-1278
 slcsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Intermountain Division
 1635 South Gramercy Road
 Salt Lake City, UT 84104
 www.LNCurtis.com
 Quotation No. 243890

Quotation

CUSTOMER: Wells City Fire Department PO Box 366 Wells NV 89835	SHIP TO: Wells City Fire Department Attn: Kevin Hall 525 6th Street Wells NV 89835	QUOTATION NO. 243890	ISSUED DATE 11/22/2022	EXPIRATION DATE 12/22/2022
		SALESPERSON Dan Bria dbria@lncurtis.com 775-721-7678	CUSTOMER SERVICE REP Dan Bria dbria@lncurtis.com 775-721-7678	

REQUISITION NO.	REQUESTING PARTY KEVIN HALL	CUSTOMER NO. C30605	TERMS Net 30	OFFER CLASS FR
F.O.B. SP	SHIP VIA Standard Shipping	DELIVERY REQ. BY		

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notice-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA <i>200 Ft</i>	TPX17X50Y15N SNAP-TITE	1.75X50 Yellow Cpld 1.5NH Sj Nitrile Hose	\$229.00	\$916.00
2	6	EA <i>300 Ft</i>	SNAP-TITE HOSE CUSTOM	As Below: TPX17X50O15N SNAP-TITE 1.75X50 Orange Cpld 1.5NH Sj Nitrile Hose	\$229.00	\$1,374.00
3	18	EA <i>900ft</i>	SNAP-TITE HOSE CUSTOM	As Below: TPX17X50R15N SNAP-TITE 1.75X50 Red Cpld 1.5NH Sj Nitrile Hose	\$229.00	\$4,122.00

Ph: 801-486-7285
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 slcsales@lncurtis.com
 UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Intermountain Division
 1635 South Gramercy Road
 Salt Lake City, UT 84104
 www.LNCurtis.com
 Quotation No. 243890

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	24 - 8 16	EA	TPX30X50Y25N SNAP-TITE	3X50' Cpld 2.5NH Yellow Heavy Duty Nitrile Rubber Single Jacket Hose	\$529.00	\$12,696.00 8,464.00
				<i>1200 Ft - 400 Ft 800 Ft</i>		
5	16	EA	TPX50X50Y50S SNAP-TITE	5X50' Cpld 5Stz Yel Tpx Sj Nitr Hose	\$549.00	\$8,784.00
				<i>800 Ft</i>		
6	1	EA	SNAP-TITE HOSE CUSTOM	As Below: TPX50X25Y50S SNAP-TITE 5X25' Cpld 5Stz Yel Tpx Sj Nitr Hose	\$409.00	\$409.00
7	1	EA	SNAP-TITE HOSE CUSTOM	As Below: TPX25X20Y25N SNAP-TITE YELLOW TPX HOSE 2.5"X20' CPLD 2.5NH	\$239.00	\$239.00
8	1	EA	SNAP-TITE HOSE CUSTOM	As Below: TPX175X20Y15N SNAP-TITE YELLOW TPX HOSE 1.75"X20' CPLD 1.5NH	\$199.00	\$199.00
9	1	EA	SNAP-TITE HOSE CUSTOM	As Below: HFX10X15Y10I SNAP-TITE YELLOW HFX HOSE 1"X15' CPLD 1"NPSH	\$109.00	\$109.00
10	2	EA	6PH36FG	6# Pickhead Axe with 36" Fiberglass Handle - C60P36	\$69.95	\$139.90
11	2	EA	6FH36FG	6# Flathead Axe with 36" Fiberglass Handle, C60F36	\$66.95	\$133.90

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12	1	EA	36208 NUPLA	YPD-8 8' Hd Classic Nuplaglas Pike Pole, With Butt End	\$74.95	\$74.95
13	2	EA	36104 NUPLA	YPDH-4 4' Hd Classic Nuplaglas Pike Pole, With D-Handle	\$69.95	\$139.90
14	2	EA	TRH-4 FIRE HOOKS	4' Arson Trash Hook with D-Handle	\$150.00	\$300.00
15	2	EA	22-000602 PARA	42" Hooligan Tool Standard Claw	\$286.90	\$573.80
16	1	EA	PR1000FG COUNCIL	10# Sledge Hammer with Fiberglass Handle	\$58.72	\$58.72
17	1	EA	BC36 FIRE HOOKS	36" Bolt Cutter	\$114.00	\$114.00
18	2	EA	22-000520 PARA	Pry Axe with Standard Claw	\$402.80	\$805.60
19	1	EA	HHR-2 HAR	Two-Man Hose Roller	\$159.00	\$159.00
20	4	EA	GF3F1F TFT	1.5NH 60-150GPM @75# Automatic G- Force Nozzle with: * 1.5NH Nozzle with Shutoff and Pistol Grip * Fixed Molded Rubber Fog Teeth	\$714.00	\$2,856.00

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 Quotation No. 243890

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
21	2	EA	44311 STRMLIT	Orange 120V/100V AC AC/12V DC Vulcan 180 LED Firefighting Lantern with: * Quick Release Shoulder Strap	\$199.00	\$398.00
22	2	EA	10VSC1214R GOS	10V 12'X14' Red 10oz Vinyl Salv Cover	\$185.64	\$371.28
23	1	EA	10VHR318R GOS	10V 3'X18' Red 10oz Vinyl Hall Runn	\$59.67	\$59.67
24	1	EA	H-2VPP TFT	2.5NHF X 1.5NHM Playpipe Shutoff Ball Valve	\$851.25	\$851.25
25	1	EA	HDLTO TFT	1.5NH 95-250GPM @ 75PSI LP Dual Force Nozzle	\$1,036.50	\$1,036.50
26	1	EA	H60 HEBERT	6" Hose Clamp	\$465.00	\$465.00
27	1	ST	EAHB5024 ZICO	24" Wide Hose Bridge For 5"- 2Per	\$1,283.08	\$1,283.08
28	1	EA	S5450S45N	S54 5STZ X 4.5NHFLH Storz to Swivel Female Adapter	\$239.00	\$239.00
29	1	EA	AY8STNJ TFT	5STZ Swivel X 2-2.5NHM Gated Wye	\$1,701.00	\$1,701.00
30	1	EA	441YL RBFAB	Yellow Oversized Hydrant Tool Bag	\$47.36	\$47.36

Ph: 801-486-7285
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slcsales@incurtis.com
UEI#: DDLSADSWN7U7

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Intermountain Division
1635 South Gramercy Road
Salt Lake City, UT 84104
www.LNCurtis.com
Quotation No. 243890

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
31	1	EA	105 RH	Adjustable Hydrant Wrench with Double Spanner Head	\$64.95	\$64.95
32	2	EA	101 RH	Universal Spanner Wrench	\$22.95	\$45.90
33	2	EA	1483 RH	Triple Wrench Holder with (1) 105 Double Head Spanner Wrench and (2) 101 Universal Spanner Wrenches	\$189.00	\$378.00
34	3	EA	3525N25N	35 2.5NH FRL X 2.5NH FRL Double Female Swivel Adapter	\$56.25	\$168.75
35	3	EA	3625N25N	2.5NHM X 2.5NHM RL Double Male Adapter	\$32.95	\$98.85
36	6	EA	3725N15N	37 2.5NH FRL X 1.5NHM Adapter	\$34.95	\$209.70
37	3	EA	3515N15N	35 1.5NH FRL X 1.5NH FRL Double Female Swivel Adapter	\$36.95	\$110.85
38	3	EA	3615N15N	36 1.5NHM X 1.5NHM Rocker Lug Double Male Adapter	\$19.95	\$59.85
39	1	EA	S54RL50S40N	S54RL 5STZ X 4NH FRL Storz to Swivel Female Adapter	\$239.00	\$239.00

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 Quotation No. 243890

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
40	3	EA	HSSW401 HAR	(4) HSSW-101 Storz Spanners with Holder	\$189.00	\$567.00
41	2	EA	701132H RESCUE TECH	34-36" Medium/Large Corona Kevlar Belt with Ladder Hook	\$245.00	\$490.00
				FITS WAIST 34"-56"		
42	1	EA	202124 CMC	Medium Red/Black Atom Rescue Harness	\$449.10	\$449.10
43	1	EA	202125 CMC	Large Red/ Black Atom Rescue Harness	\$449.10	\$449.10
44	1	EA	V18-BD-12-AC-SP SUP VAC	18" Valor PPV, Shore Power, Dewalt Battery * 2 - Ac Chargers * 2X 12Ah Batteries	\$6,156.00	\$6,156.00
45	1	EA	DB SUP VAC	Door Bar	\$350.00	\$350.00
46	1	PR	HR SUP VAC	Hangers	\$171.00	\$171.00

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 12/22/2022. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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CURTIS

TOOLS FOR HEROES

Intermountain Division
1635 South Gramercy Road
Salt Lake City, UT 84104
www.LNCurtis.com
Quotation No. 243890

Subtotal	\$50,663.96
Estimated Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$50,663.96

[View Terms of Sale and Return Policy](#)

1 Set Turnouts \$36,186.13/100
\$3,676.27/100
\$39,862.40/100

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into this 14th day of December, 2022 (the "Effective Date") by and between **CITY OF WELLS**, a municipal corporation ("Seller"), and **PINE WEST DEVELOPMENT, LLC**, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Agreement of Purchase and Sale dated as of March 24, 2022 (the "Original Contract") in which Seller agreed to convey certain real property located in Elko County, Nevada (the "Property"); and

WHEREAS, Seller and Purchaser entered into that certain First Amendment to Purchase and Sale Agreement on September 20, 2022 (the "First Amendment") in which Seller and Purchaser agreed to amend certain definitions. The Original Contract, First Amendment, and this Amendment are collectively referred to herein as the "Agreement"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser amend the Agreement as follows:

1. **Definitions**. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Agreement.

2. **Section 1 - Land**. The definition of "Land" in Section 1 of the Agreement is hereby modified to replace "approximately 2.63 acres of land" with "approximately 4.75 acres of land". The legal description of the land that Purchaser is acquiring from Seller shall be updated pursuant to a final subdivision parcel map that is approved by the Wells City Council. A draft depiction of the approximately 4.75 acres of land is attached hereto as "Exhibit A".

3. **Entire Agreement**. This Amendment, together with the Agreement, contain the entire integrated agreement between the parties respecting the subject matter of this Amendment and the Agreement and supersede all prior and contemporaneous understandings and agreements, other than the Agreement, between the parties respecting the subject matter of this Amendment and the Agreement. There are no representations, agreements, arrangements or understandings, oral or in writing, between or among the parties to this Amendment relating to the subject matter of this Amendment or the Agreement which are not fully expressed in this Amendment or the Agreement, and no party hereto has relied upon any other such representations, agreements, arrangements or understandings. The terms of this Amendment and the Agreement are intended by the parties as the final expression of their agreement with respect to those terms and may not

be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Amendment.

4. **Successors and Assigns.** Each provision of the Agreement and this Amendment shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, administrators and permitted assigns, to the same extent as if they were original parties hereto.

5. **Authority.** Purchaser and Seller each represent and warrant that they have full authority to execute and deliver this Amendment.

6. **Ratification and Confirmation.** Seller and Purchaser hereby ratify and confirm the Agreement, and agree that the Agreement is, and shall remain, in full force and effect as originally written, except as expressly amended hereby.

7. **Time is of the Essence.** Time is of the essence in the performance of this Amendment to the Agreement and of the performance of each and every provision hereof.

8. **Counterparts; Electronic Copy.** This Amendment may be executed in any number of counterparts, each of which shall be and shall be taken to be an original and all such counterparts shall together constitute one and the same instrument. Execution of this Amendment by the parties hereto may be evidenced by the transmission of electronic copies, which shall have the same effect as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

SELLER:

CITY OF WELLS, a municipal corporation

By: LAYLA WALZ
Its: Mayor

ATTEST:

By: SAMANTHA NANCE
Its: City Clerk

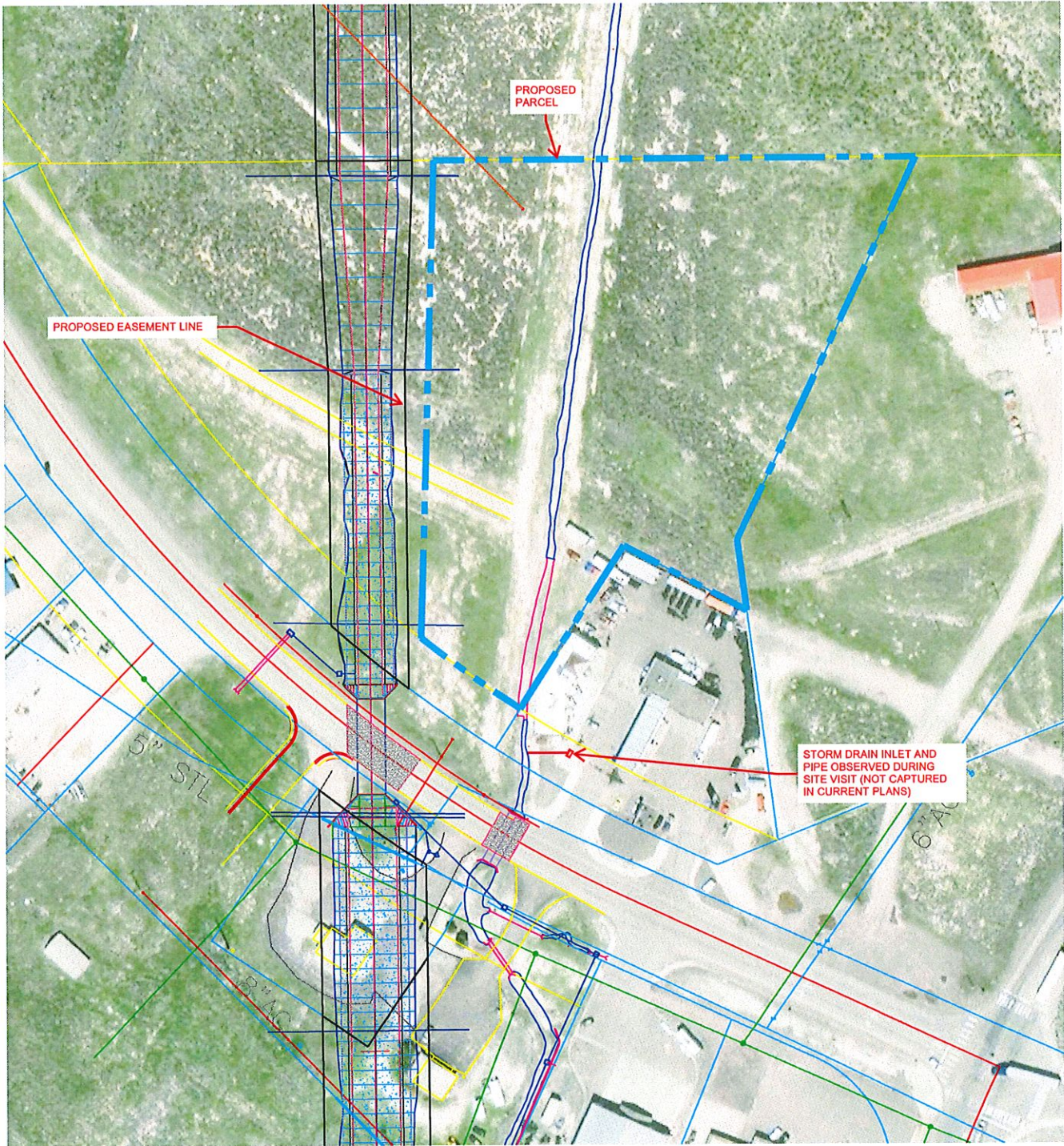
PURCHASER:

PINE WEST DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Tyler M. West, Manager

PROPOSED PARCEL LAYOUT

HANSEN, ALLEN & LUCE, INC.
WORK PRODUCT FOR
DISCUSSION
NOT FINAL
NOV 16, 2022
CLIENT: CITY OF WELLS
PROJECT: WOODHILLS DRAIN



CITY OF WELLS RESOLUTION NO. 2022-13

A RESOLUTION FINDING THAT IT IS IN THE BEST INTERESTS OF THE CITY TO DISPOSE OF CERTAIN REAL PROPERTY WITHOUT OFFERING THE PROPERTY TO THE PUBLIC AND FOR THE AGREED UPON SALE PRICE FOR THE PURPOSE OF ECONOMIC DEVELOPMENT

WHEREAS, the development and operation of a truck stop establishment(s) and/or motel/restaurant establishment(s) associated improvements and economic results in the community are desirable to the City for the purpose of Economic Development as the same is defined in NRS 268.063;

WHEREAS, the City has determined that it is in the best interests of the public to dispose of certain real property without offering the property to the public for an agreed upon sale price which is equal to or greater than the fair market value for the buyer to develop and operate a truck stop establishment(s) and/or motel/restaurant establishment(s);

WHEREAS, it is the City's intent to enter into a land sale agreement to dispose of a certain portion of City real property to allow for the development of a truck stop establishment(s) and/or motel/restaurant establishment(s) business in the City; and

WHEREAS, the City has met or will meet all requirements for such disposition as are set forth in NRS 268.063;

NOW, THEREFORE, BE IT RESOLVED as follows:

The City may sell a certain portion of City real property without offering the land to the public and for an agreed upon sale price which is equal to or greater than the fair market value at the time of this resolution to allow for the development of a truck stop establishment(s) and/or motel/restaurant establishment(s). Related description depicting the real property to be sold is attached hereto as **Exhibit A** and incorporated herein.

Upon introduction by Councilperson _____, and seconded by Councilperson _____, the above described Resolution was duly considered, **PASSED and ADOPTED** by the City Council of the City of Wells on _____, 2022 and signed this ____ day of _____, 2022.

CITY OF WELLS

By: _____
LAYLA WALZ, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

VOTE: **AYES:** _____

NAYS: _____

ABSENT: _____

Exhibit A

Depiction of Land (to be subdivided and conveyed by Seller to Purchaser)

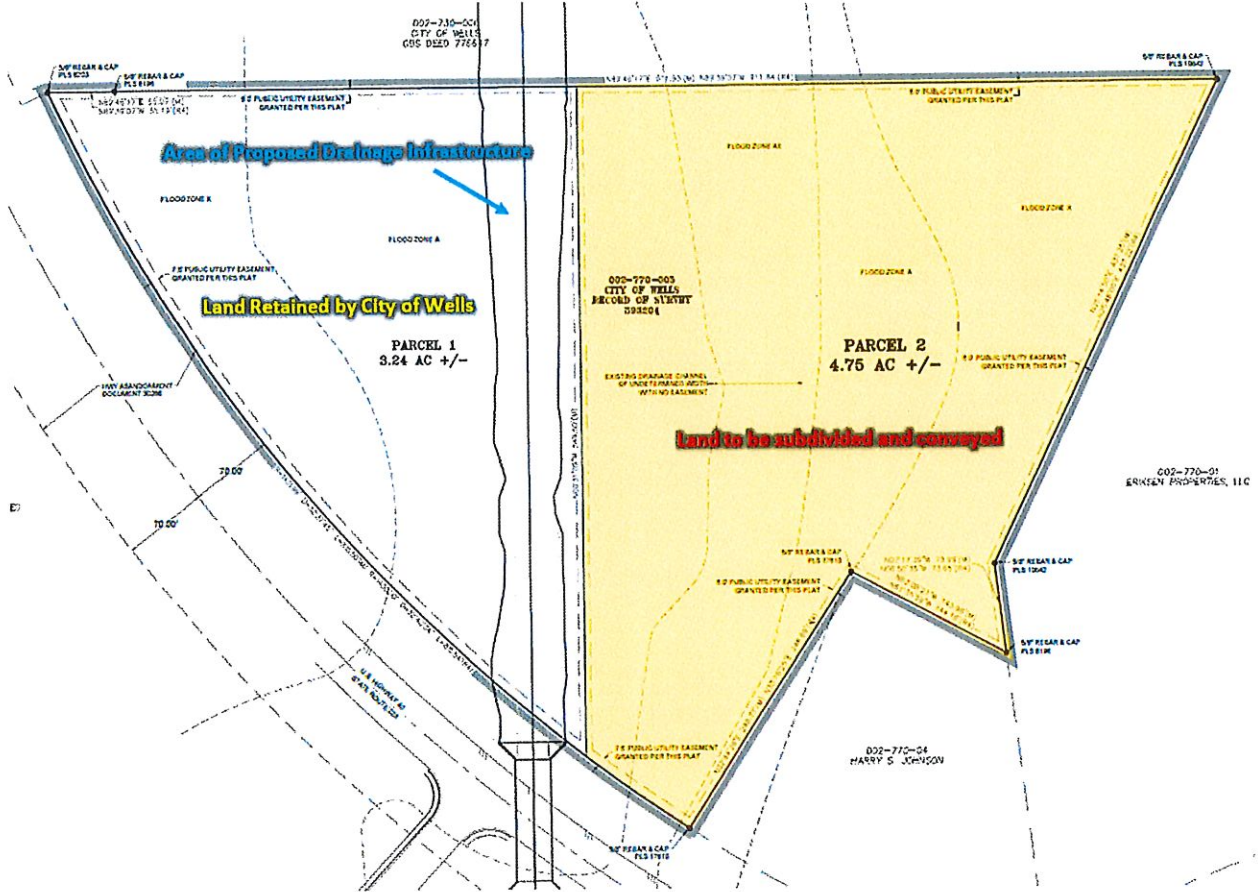


EXHIBIT A

DESCRIPTION OF THE PROPERTY

Subject Property is a portion of Parcel #002-770-005, as identified on Elko County Tax Assessor's Maps.

Parcel #002-770-005 (approx. 7.08 acres)



Outline of approximate area to be acquired (approx. 2.63 acres)



Golf Course 11/1/2021-10/31/2022

Previous Contract Year

Income:

Food	\$	7,708.00	\$	10,434.00
Bar	\$	29,793.00	\$	26,431.00
Range	\$	2,606.00	\$	553.00
Pro Shop	\$	16,449.00	\$	17,039.00
Tournament Revenue	\$	6,390.00	\$	8,170.00
Green Fees	\$	18,190.00	\$	19,931.00
Season Passes	\$	18,678.34	\$	18,186.67
Rentals/Storage	\$	6,625.00	\$	6,750.00
Daily Rental	\$	10,021.00	\$	11,352.00
Value Packs	\$	275.00	\$	1,873.00
Facility Fee	\$	200.00	\$	150.00
Jr. Golf	\$	1,130.00	\$	1,450.00
TOTAL INCOME:	\$	118,065.34	\$	122,319.67

Expenses:

Bar	\$	7,067.41	\$	17,819.88
Café	\$	17,840.36	\$	3,950.65
Pro-Shop	\$	19,430.39	\$	19,407.16
TOTAL EXPENSES:	\$	44,338.16	\$	41,177.69

Gross Income:	\$	73,727.18	\$	81,141.98
Less Contract Labor Cost	\$	57,102.66	\$	51,192.24
Net Income:	\$	16,624.52	\$	29,949.74

Bonus is 10% of Gross Income over \$72,000:

\$ **172.72**

Golf Course Income & Expense

November 1, 2021 - October 31, 2022

Month	Food Income	Food Expense	Net
Nov-21	\$ -	\$ -	\$ 89.63
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ -	\$ -	\$ 121.02
Apr-22	\$ 10.00	\$ -	\$ 2,688.54
May-22	\$ 443.00	\$ -	\$ 2,749.17
Jun-22	\$ 1,416.00	\$ -	\$ (40.41)
Jul-22	\$ 2,429.00	\$ -	\$ 5,503.64
Aug-22	\$ 2,277.00	\$ -	\$ 3,716.85
Sep-22	\$ 744.00	\$ -	\$ 2,679.12
Oct-22	\$ 389.00	\$ -	\$ 332.80
Total	\$ 7,708.00	\$ -	\$ 17,840.36

\$ (10,132.36)

Month	Bar Income	Bar Expense	Net
Nov-21	\$ 308.00	\$ -	\$ 308.00
Dec-21	\$ 127.00	\$ -	\$ 127.00
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ 667.00	\$ -	\$ 667.00
Apr-22	\$ 943.00	\$ 1,068.30	\$ (125.30)
May-22	\$ 2,312.00	\$ 278.31	\$ 2,033.69
Jun-22	\$ 5,447.00	\$ 296.39	\$ 5,150.61
Jul-22	\$ 4,871.00	\$ 2,430.92	\$ 2,440.08
Aug-22	\$ 8,048.00	\$ 848.97	\$ 7,199.03
Sep-22	\$ 5,601.00	\$ 1,635.73	\$ 3,965.27
Oct-22	\$ 1,469.00	\$ 508.79	\$ 960.21
Total	\$ 29,793.00	\$ 7,067.41	\$ 22,725.59

\$ 22,725.59

Month	Range Income	Range Expense	Net
Nov-21	\$ -	\$ -	\$ -
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ -	\$ -	\$ -
Apr-22	\$ 150.00	\$ -	\$ 150.00
May-22	\$ 265.00	\$ -	\$ 265.00
Jun-22	\$ 87.00	\$ -	\$ 87.00
Jul-22	\$ 20.00	\$ -	\$ 20.00
Aug-22	\$ 52.00	\$ -	\$ 52.00
Sep-22	\$ 2,032.00	\$ -	\$ 2,032.00

	Oct-22	\$	-	\$	-
Total		\$	2,606.00	\$	2,606.00

Month	Pro Shop Income	Pro Shop Expense	Net
Nov-21	\$ 1,372.00	\$ -	\$ 1,372.00
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ 1,077.71	\$ (1,077.71)
Mar-22	\$ -	\$ 3,079.75	\$ (3,079.75)
Apr-22	\$ 405.00	\$ 4,549.11	\$ (4,144.11)
May-22	\$ 3,902.00	\$ 4,130.07	\$ (228.07)
Jun-22	\$ 2,344.00	\$ (3,630.08)	\$ 5,974.08
Jul-22	\$ 2,901.00	\$ 2,418.59	\$ 482.41
Aug-22	\$ 1,279.00	\$ 6,482.96	\$ (5,203.96)
Sep-22	\$ 583.00	\$ -	\$ 583.00
Oct-22	\$ 3,663.00	\$ 1,322.28	\$ 2,340.72
Total	\$ 16,449.00	\$ 19,430.39	\$ (2,981.39)

\$ (2,981.39)

Month	Tournament Income	Tournament Expense	Net
Nov-21	\$ -	\$ -	\$ -
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ -	\$ -	\$ -
Apr-22	\$ -	\$ -	\$ -
May-22	\$ 380.00	\$ -	\$ 380.00
Jun-22	\$ 1,685.00	\$ -	\$ 1,685.00
Jul-22	\$ 1,380.00	\$ -	\$ 1,380.00
Aug-22	\$ 2,265.00	\$ -	\$ 2,265.00
Sep-22	\$ 680.00	\$ -	\$ 680.00
Oct-22	\$ -	\$ -	\$ -
Total	\$ 6,390.00	\$ -	\$ 6,390.00

Month	Green Fees Income	Green Fees Expense	Net
Nov-21	\$ 118.00	\$ -	\$ 118.00
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ -	\$ -	\$ -
Apr-22	\$ 372.00	\$ -	\$ 372.00
May-22	\$ 1,542.00	\$ -	\$ 1,542.00
Jun-22	\$ 3,243.00	\$ -	\$ 3,243.00
Jul-22	\$ 4,094.00	\$ -	\$ 4,094.00
Aug-22	\$ 5,936.00	\$ -	\$ 5,936.00
Sep-22	\$ 2,048.00	\$ -	\$ 2,048.00
Oct-22	\$ 837.00	\$ -	\$ 837.00

Total \$ **18,190.00** \$ - \$ **17,353.00**

Month	Season Passes Income	Season Passes Expense	Net
Nov-21	\$ -	\$ -	\$ -
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ 116.67	\$ -	\$ 116.67
Apr-22	\$ 6,196.67	\$ -	\$ 6,196.67
May-22	\$ 9,030.00	\$ -	\$ 9,030.00
Jun-22	\$ 3,195.00	\$ -	\$ 3,195.00
Jul-22	\$ 140.00	\$ -	\$ 140.00
Aug-22	\$ -	\$ -	\$ -
Sep-22	\$ -	\$ -	\$ -
Oct-22	\$ -	\$ -	\$ -
Total	\$ 18,678.34	\$ -	\$ 18,678.34

Month	Cart Rentals/Storage Income	Cart Rentals Expense	Net
Nov-21	\$ -	\$ -	\$ -
Dec-21	\$ -	\$ -	\$ -
Jan-22	\$ -	\$ -	\$ -
Feb-22	\$ -	\$ -	\$ -
Mar-22	\$ 6,625.00	\$ -	\$ 6,625.00
Apr-22	\$ -	\$ -	\$ -
May-22	\$ -	\$ -	\$ -
Jun-22	\$ -	\$ -	\$ -
Jul-22	\$ -	\$ -	\$ -
Aug-22	\$ -	\$ -	\$ -
Sep-22	\$ -	\$ -	\$ -
Oct-22	\$ -	\$ -	\$ -
Total	\$ 6,625.00	\$ -	\$ 6,625.00

Month	Cart Daily Rentals Income	Cart Daily Rentals Expense	Net
Nov-20	\$ 28.00	\$ -	\$ 28.00
Dec-20	\$ -	\$ -	\$ -
Jan-21	\$ -	\$ -	\$ -
Feb-21	\$ -	\$ -	\$ -
Mar-21	\$ -	\$ -	\$ -
Apr-21	\$ 428.00	\$ -	\$ 428.00
May-21	\$ 1,570.00	\$ -	\$ 1,570.00
Jun-21	\$ 1,934.00	\$ -	\$ 1,934.00
Jul-21	\$ 2,448.00	\$ -	\$ 2,448.00
Aug-21	\$ 2,476.00	\$ -	\$ 2,476.00
Sep-21	\$ 848.00	\$ -	\$ 848.00
Oct-21	\$ 289.00	\$ -	\$ 289.00
Total	\$ 10,021.00	\$ -	\$ 10,021.00

Month	Value Pack Income	Value Pack Expense	Net
Nov-20	\$ -	\$ -	\$ -
Dec-20	\$ -	\$ -	\$ -
Jan-21	\$ -	\$ -	\$ -
Feb-21	\$ -	\$ -	\$ -
Mar-21	\$ -	\$ -	\$ -
Apr-21	\$ -	\$ -	\$ -
May-21	\$ -	\$ -	\$ -
Jun-21	\$ -	\$ -	\$ -
Jul-21	\$ 150.00	\$ -	\$ 150.00
Aug-21	\$ 125.00	\$ -	\$ 125.00
Sep-21	\$ -	\$ -	\$ -
Oct-21	\$ -	\$ -	\$ -
Total	\$ 275.00	\$ -	\$ 275.00

Month	Facility Fee Income	Facility Fee Expense	Net
Nov-20	\$ 50.00	\$ -	\$ 50.00
Dec-20	\$ -	\$ -	\$ -
Jan-21	\$ -	\$ -	\$ -
Feb-21	\$ -	\$ -	\$ -
Mar-21	\$ 50.00	\$ -	\$ 50.00
Apr-21	\$ -	\$ -	\$ -
May-21	\$ 50.00	\$ -	\$ 50.00
Jun-21	\$ 50.00	\$ -	\$ 50.00
Jul-21	\$ -	\$ -	\$ -
Aug-21	\$ -	\$ -	\$ -
Sep-21	\$ -	\$ -	\$ -
Oct-21	\$ -	\$ -	\$ -
Total	\$ 200.00	\$ -	\$ 200.00

Month	Jr. Golf Income	Jr. Golf Expense	Net
Nov-20	\$ -	\$ -	\$ -
Dec-20	\$ -	\$ -	\$ -
Jan-21	\$ -	\$ -	\$ -
Feb-21	\$ -	\$ -	\$ -
Mar-21	\$ -	\$ -	\$ -
Apr-21	\$ -	\$ -	\$ -
May-21	\$ -	\$ -	\$ -
Jun-21	\$ 940.00	\$ -	\$ 940.00
Jul-21	\$ 190.00	\$ -	\$ 190.00
Aug-21	\$ -	\$ -	\$ -
Sep-21	\$ -	\$ -	\$ -
Oct-21	\$ -	\$ -	\$ -
Total	\$ 1,130.00	\$ -	\$ 1,130.00

Overall Net	\$ 118,065.34	\$ 44,338.16	\$ 73,727.18
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CITY MANAGER

FLSA Status: Exempt
Safety Sensitive: Yes

Created: 6/2021
Last Revised: 9/2022

DEFINITION: Plans, directs, manages, and oversees the activities and operations of the City. Coordinates city activities with other elected officials in accordance with direction provided by Board of Council. Communicates with the public on matters affecting the city through public affairs initiatives, press conferences, conducting public meetings, and doing public appearances. Engages in intergovernmental activities that promote the mutual interest of the jurisdictions and comply with legal and regulatory requirements. Performs high-level administrative, technical, and professional work in directing and supervising the administration of City government. Receives broad policy guidance from the City Board of Council.

DISTINGUISHING CHARACTERISTICS: This position is responsible for the overall management of the City and for the supervision of management staff and management of city resources consistent with the administrative and policy direction of the City Board of Council. An employee in this position is unclassified and "at-will," serving at the pleasure of the City.

ESSENTIAL FUNCTIONS:

1. Develops, evaluates, and implements administrative policies and procedures to meet Board of Council goals and objectives; supervises the performance of city departments; directs the establishment of standards, goals, and objectives and evaluates the performance of departments; coordinates the activities of the various City departments to ensure timely, efficient, and effective delivery of programs and services.
2. Negotiates and/or supervises the negotiation of all City contractual agreements subject to the limitations of law and Board of Council direction; administers and enforces agreements.
3. Analyzes proposals regarding policies, programs, and services and develops recommendations to the City Board of Council; analyzes information pertaining to City services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community, and the Board of Council.
4. Analyzes proposed legislation and administrative regulations for their impact on City operations; reviews and makes recommendations to the Board of Council regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
5. Provides direction and support to staff including advice and consultation to the members of the Board Council; receives, investigates, and resolves complaints and concerns regarding City programs, services, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters. Informs the Board of Council operational problems and seeks advice and counsel on possible solutions.
6. Assists the/Board of Council in the development of overall goals of the City; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; works with the Board Council and others to develop community and economic development plans.
7. Creates the City's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.
8. Approves all wire and ACH transactions including invested cash and payroll.
9. Performs related duties and responsibilities as required or assigned by the Board of Council.

10. Administers enforcement of ordinances codes and resolutions for the federal, state, and City of Wells Codes.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge of:

- Principles and practices of organizational leadership, management, and supervision;
- Principles of human resource development and utilization;
- Modern methods of procurement, contract negotiation, and administration;
- Funding practices of state and federal agencies; categorical grant conditions and administration;
- Advanced principles of public budget preparation and administration;
- Principles of public personnel administration and employee relations; and
- Laws and regulations which pertain to City operations, services, and programs.

Skill to:

- Plan, organize, and manage diverse programs and business operations;
- Negotiate appropriate solutions and contracts; and
- Manage administrative processes including budgeting, internal controls, policy development, planning, and problem solving.

Ability to:

- Develop policies and goals consistent with the Board of Council directives;
- Effectively administer projects and operations consistent with City policies and goals;
- Plan, direct, and evaluate the work of staff;
- Develop, motivate, and supervise management staff and other direct reports;
- Work effectively under the pressure of deadlines, conflicting demands, and emergencies;
- Establish and maintain effective working relationships with all levels of City staff, elective and appointive bodies, and members of the general public;
- Gain cooperation through discussion and persuasion;
- Collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and operational matters;
- Analyze policies, regulations, projects, activities, and methods;
- Select alternatives;
- Project the consequences of proposed actions;
- Implement administrative policies and work programs consistent with regulations and with City policies and goals;
- Interpret and apply federal, state and local policies, procedures, laws, and regulations to assure compliance with requirements and limit liability for the City;
- Present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner;
- Communicate effectively in writing on matters related to department policies, funding, and operations;
- Prepare and administer large complex budgets;
- Conduct research and prepare clear and concise reports; and
- Promote a positive image of the City.

Required Certifications and Licenses:

- Must be bondable

- Possession of a Nevada State Driver's licenses or be able to obtain one, or alternate means of travel. All required certifications and licenses must be maintained and current throughout duration of employment.
- Must be a resident in the City of Wells upon appointment.

TOOLS AND EQUIPMENT USED:

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machines and fax machines.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Bachelor's degree from an accredited college or university with major course work in public administration or a related field or at least five years of city or other public agency administrative experience including responsibility for management of staff and programs; preferably in local/municipal government, or successfully managed a private business for five years.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength and stamina to be sedentary; ability to effectively interpret reports, financial data, and maps; ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers; strength and stamina to drive long distances and to perform occasional light lifting, reaching, bending, and standing for long periods. The ability to interact professionally, communicates effectively, and exchange information accurately with all internal and external customers. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, employees, and the public. Maintain regular and consistent punctuality and attendance. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Position functions indoors in an office type environment where most work is performed at a desk. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed



Re: Revised offer for Appointment to City Manager

Dear Jason:

We are pleased to confirm your appointment to the position of City Manager with the City of Wells, effective November 9, 2022. This appointment was approved by the City Council at its regular meeting on November 8, 2022. Should you accept this appointment, you will report directly to and serve at the pleasure of the Wells City Council. This revised offer increases your starting salary by \$25,000/year to remain in your position as the Public Works Director and be appointed as City Manager. This is an appointed, FLSA-exempt position.

This letter does not create or constitute a contractual obligation on the part of the City of Wells to provide you with continued employment for a definite term. Rather, your employment with the City of Wells is "at-will" and may be terminated at any time, with or without cause or prior notice, at the option of either you or the City Council. Therefore, your employment is not for any definite period of time and cannot be guaranteed for any specific duration. The City Manager reports directly to the City Council and the position is strictly "at will" at the discretion of the City Council. Do to the dual position, the Public Works Director position will be supervised by the City Council.

You will be given a performance review in November, 2023 and annually thereafter (in November of each year). Contingent upon budget authorizations and your job performance, you may be given a salary step adjustment (plus any Council-approved cost-of-living adjustment) after each of the above-referenced evaluation periods. However, upon reaching the maximum salary for your position, you will only be eligible for cost-of-living adjustments, if applicable.

As an Appointed Official, you will be entitled to receive the same benefits as are provided to all City Department Head employees. The policies which apply to City of Wells staff that are included in the City of Wells Human Resources Policy Manual, Safety Manual, and City Code, also apply to the City Manager and you will be subject to those policies. Additional terms of employment specific to the position of City Manager include:

- A. Telephone - City shall pay for a cellular telephone which is to be used only for official City business.
- B. Community Service Organizations - City shall pay for membership dues for community service organizations or professional service organizations. Participation in a variety of boards, commissions, professional groups and committees is a requirement of the City Manager position.

C. Annual Leave - City shall calculate annual leave accrual at 9.23 hours per pay period (26 pay periods/year), with maximum accrual of 280 hours.

As an Appointed Official, your employment with the City of Wells is subject to the following severance terms and conditions:

In the event that the City of Wells terminates your employment without cause, with less than one (1) year of service, you will receive severance pay in the amount of two months' salary. If you are terminated without cause with one (1) to two (2) years of service, you will receive severance pay in the amount of three (3) months' salary. If you are terminated without cause with more than two (2) years of service, you will receive severance pay in the amount of six (6) months' salary. If you are terminated for cause or resign, you are not eligible for severance payments. "For cause" shall include unsatisfactory performance of the duties of City Manager as determined by the City Council and/or violation of City of Wells Policy or the Wells City Code in the performance of the duties of the City Manager. In addition to any payments specified above, the City shall compensate you upon separation from service based upon your accruals and your benefit interests in the same manner as for other employee's pursuant to City policy. The foregoing severance policy does not change the at-will status of your employment

This letter supersedes any prior offer letters or discussions pertaining to your appointment to the City Manager position. To accept this appointment, please sign this letter in the space provided below and return it to the City Clerk no later than December 14, 2022. By signing and returning this letter, you are agreeing to the terms and conditions stated herein.

Congratulations on your appointment!

Jason Pengelly, City Manager



ASSISTANT CITY MANAGER

FLSA Status: Exempt
Safety Sensitive: Yes

Created: 6/2021
Last Revised: 9/2022

DEFINITION: Under general administrative direction; to plan, direct, manage, and oversee the activities and operations city personnel and other staff; to coordinate assigned activities with other City departments and outside agencies; to provide highly responsible and complex administrative support to the City Manager; and to serve as the City Manager as required.

SUPERVISION EXERCISED: Exercises direct supervision over management, supervisory, professional, technical and administrative support staff.

DISTINGUISHING CHARACTERISTICS: This position is responsible for the assistance of the overall management of the City and for the supervision of staff and management of city resources consistent with the administrative and policy direction of the City Board of Council. An employee in this position is unclassified and "at-will," serving at the pleasure of the City.

ESSENTIAL FUNCTIONS:

1. Manage the development and implementation of departmental goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.
2. Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of City codes, policies, and operational changes.
3. Select, train, motivate, and evaluate staff; provide or coordinate staff training; work with employees to correct deficiencies.
4. Oversee the review of development plans for private projects including subdivisions, commercial projects, and industrial developments for codes and regulations for compliance with codes and regulations; ensure that reviews are completed on schedule.
5. Oversee the planning, design, and construction of cooperative projects undertaken with adjoining jurisdictions and other agencies; prepare and negotiate cooperative agreements.
6. Plan, direct, and coordinate the City management work plans; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
7. Develop and administer major capital improvement programs/projects; coordinate development with City staff, property owners, consultants, and contractors.
8. Manage and participate in the development and administration of departmental budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.
9. Administer the preparation of council meeting agendas; attend City Council meetings; make oral and written presentations to the City Council and to other public and private groups; provides information to the news media and the public regarding City operations; represents the City with other government agencies and in meetings with the public.
10. Administer the City's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.
11. Make recommendations to other departments on various programs including capital improvements, facility maintenance, and operations.
12. Provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

13. Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to departmental programs, policies, and procedures as appropriate.
14. Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of community development.
15. Respond to and resolve difficult and sensitive inquiries and complaints.
16. Serve as City Manager upon the absence or request of the City Manager.
17. Develops the annual City budget for approval by the Board of Council; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the Board of Council.
9. Performs related duties and responsibilities as required or assigned by the Board of Council.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge of:

- Principles and practices of organizational leadership, management, and supervision;
- Principles of human resource development and utilization;
- Modern methods of procurement, contract negotiation, and administration;
- Funding practices of state and federal agencies; categorical grant conditions and administration;
- Advanced principles of public budget preparation and administration;
- Principles of public personnel administration and employee relations; and
- Laws and regulations which pertain to City operations, services, and programs.

Skill to:

- Plan, organize, and manage diverse programs and business operations;
- Negotiate appropriate solutions and contracts; and
- Manage administrative processes including budgeting, internal controls, policy development, planning, and problem solving.

Ability to:

- Develop policies and goals consistent with the Board of Council directives;
- Effectively administer projects and operations consistent with City policies and goals;
- Plan, direct, and evaluate the work of staff;
- Develop, motivate, and supervise management staff and other direct reports;
- Work effectively under the pressure of deadlines, conflicting demands, and emergencies;
- Establish and maintain effective working relationships with all levels of City staff, elective and appointive bodies, and members of the general public;
- Gain cooperation through discussion and persuasion;
- Collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and operational matters;
- Analyze policies, regulations, projects, activities, and methods;
- Select alternatives;
- Project the consequences of proposed actions;
- Implement administrative policies and work programs consistent with regulations and with City policies and goals;
- Interpret and apply federal, state and local policies, procedures, laws, and regulations to assure compliance with requirements and limit liability for the City;
- Present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner;
- Communicate effectively in writing on matters related to department policies, funding, and operations;

- Prepare and administer large complex budgets;
- Conduct research and prepare clear and concise reports; and
- Promote a positive image of the City.

Required Certifications and Licenses:

- Must be bondable
- Possession of a Nevada State Driver's licenses or be able to obtain one, or alternate means of travel. All required certifications and licenses must be maintained and current throughout duration of employment.
- Must be a resident in the City of Wells upon appointment.

TOOLS AND EQUIPMENT USED:

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machines and fax machines.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Bachelor's degree from an accredited college or university with major course work in public administration or a related field or at least five years of city or other public agency administrative experience including responsibility for management of staff and programs; preferably in local/municipal government, or successfully managed a private business for five years.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength and stamina to be sedentary; ability to effectively interpret reports, financial data, and maps; ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers; strength and stamina to drive long distances and to perform occasional light lifting, reaching, bending, and standing for long periods. The ability to interact professionally, communicates effectively, and exchange information accurately with all internal and external customers. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, employees, and the public. Maintain regular and consistent punctuality and attendance. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Position functions indoors in an office type environment where most work is performed at a desk. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed



Agenda Item #16
Date of Meeting 12-13-22

Re: Revised offer for Appointment to City Clerk

Dear Sammy:

We are pleased to confirm your appointment to the position of City Clerk with the City of Wells, effective November 9, 2022. This appointment was approved by the City Council at its regular meeting on November 8, 2022. Should you accept this appointment, you will report directly to and serve at the pleasure of the Wells City Council. This revised offer places increases your existing salary by \$25,000/year to remain in your position as the City Clerk and act as Assistant City Manager. This is an appointed, FLSA-exempt position.

This letter does not create or constitute a contractual obligation on the part of the City of Wells to provide you with continued employment for a definite term. Rather, your employment with the City of Wells is "at-will" and may be terminated at any time, with or without cause or prior notice, at the option of either you or the City Council. Therefore, your employment is not for any definite period of time and cannot be guaranteed for any specific duration. The City Clerk reports directly to the City Council and the position is strictly "at will" at the discretion of the City Council.

You will be given a performance review in November, 2023 and annually thereafter (in November of each year). Contingent upon budget authorizations and your job performance, you may be given a salary step adjustment (plus any Council-approved cost-of-living adjustment) after each of the above-referenced evaluation periods. However, upon reaching the maximum salary for your position, you will only be eligible for cost-of-living adjustments, if applicable.

As an Appointed Official, you will be entitled to receive the same benefits as are provided to all City Department Head employees. The policies which apply to City of Wells staff that are included in the City of Wells Human Resources Policy Manual, Safety Manual, and City Code, also apply to the City Clerk and you will be subject to those policies. Additional terms of employment specific to the position of City Clerk include:

- A. Telephone - City shall pay for a cellular telephone which is to be used only for official City business.
- B. Annual Leave - City shall calculate annual leave accrual at 7.69 hours per pay period (26 pay periods/year), with maximum accrual of 240 hours. At the time you attain more than 15 years of eligible employment, maximum accrual will increase to 280 hours, per City policy.

This letter supersedes any prior offer letters or discussions pertaining to your appointment to the City Clerk position. To accept this appointment, please sign this letter in the space provided

TEL 775.752.3355 FAX 775.752.3419 wellscityhall@frontier.com

MAILING P.O. BOX 366 • WELLS, NEVADA 89835 PHYSICAL 525 6TH STREET • WELLS, NEVADA 89835

below and return it to the City Clerk no later than December 14, 2022. By signing and returning this letter, you are agreeing to the terms and conditions stated herein.

Congratulations on your appointment!

Samantha Nance, City Clerk

**U.S. GOVERNMENT LEASE
FOR REAL PROPERTY (Short Form)**

REQUIREMENTS

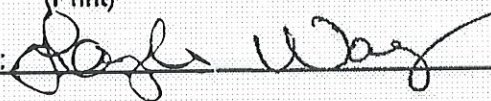
- A. The Government of the United States of America is seeking to lease approximately 1.11 acres of land located at Harriet Field Wells Municipal Airport in Wells, Nevada for immediate occupancy.

OFFER

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on June 15, 2019
- C. Name and Address of Owner: City of Wells
P.O. Box 366 Wells, NV 89835
Telephone Number: 775-752-3355
- D. Owner is a corporation? Yes X Municipality
- E. DUNS Number 043617398
- F. Owner is na a small business na a small disadvantaged business na a women-owned small business ("Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipts of \$110 million or less for the preceding three fiscal years.)
- G. Name and Title of Person Authorized to sign Offer Owner X Authorized Representative

Name: Layla Walz Title: Mayor
(Print)

Signature:  Date: 5/28/19


AWARD

- H. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- I. Acceptance of offer and award: This lease contract consists of 22 pages, including the following attachments which are incorporated and made a part hereof:

GSA Form 3517 - General Clauses-15 Pages

- J. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

Signature:  Date: 06/03/19
Babra Burns-Fink, Contracting Officer

**Wells, Nevada
Harriet Field Wells Municipal Airport
Bureau of Land Management
Lease Agreement
LEASE NUMBER L19PL00021**

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. AGREEMENT:

LESSOR, City of Wells ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 48,300 square feet or 1.11 acres of land for BLM owned structures located at Harriet Field Wells Municipal airport in Wells, Nevada for the use of air tanker base operations and firefighting facility in support of the Elko District Fire Management Program as outlined in Exhibit A: Aerial View of the Leased Premises.

GOVERNMENT is granted non-exclusive use of the operations ramp, a retardant storage tank area, vehicle parking, aerial tie-downs, and other common area facilities, to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations, as directed by LESSOR at the Wells Municipal Airport in Wells, Nevada.

GOVERNMENT is also granted the non-exclusive right to utilize such Airport runways, taxiways, and public use aprons and other rights of way as well as access across the Airport as necessary for ingress and egress to the Leased Premises, and to the extent necessary to enable GOVERNMENT to provide the aerial wildland fire suppression, logistical support operations, aeronautical services, and ground initial attack resources.

2. TERM:

TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the term beginning on **June 1, 2019** and continuing through **May 30, 2039**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are issued in accordance with Wildland Fire Legislation as updated in the Consolidated Appropriations Act.

- A. GOVERNMENT shall pay LESSOR an annual rental payment of **\$6,762.00**
- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.

Initials: *JW* *BLM*
 Lessor Government

C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

4. TERMINATION:

GOVERNMENT and LESSOR both have the following termination rights:

- A. Termination will require 60 days' written notification to the other party.
- B. If this Lease Agreement is terminated, it may only be terminated between November 1 through April 1, of any year.
- C. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

- A. GOVERNMENT shall have access to the Leased Premises at all times without additional payment.
- B. GOVERNMENT will pay for water, sewer, electrical service, telephone, internet, and trash removal.
- C. LESSOR shall ensure that water, sewer, and electrical service necessary for operation of the Leased Premises are available. LESSOR shall provide separate meters for utilities to be paid for by GOVERNMENT, and will provide written verification of the meter numbers and certification that these meters measure the GOVERNMENT'S usage only. Proration is not permissible. LESSOR shall submit invoice for water to GOVERNMENT'S Contracting Officer's Representative Appointee (CORA) for payment.

6. ALTERATIONS:

With prior LESSOR permission, said permission not to be unreasonably withheld, GOVERNMENT shall have the right during the existence of this lease agreement to make alterations, attach fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT. GOVERNMENT shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. GOVERNMENT has the right to request LESSOR to preform said alterations in the Leased Premises. Any GOVERNMENT requested alterations to the space will be funded by GOVERNMENT. Upon removal of the alterations, GOVERNMENT shall return the Leased Premises in the same condition, normal wear and tear excepted.

7. WAIVER OF RESTORATION:

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased

Initials:
Lessor Government

Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs.

8. ADDITIONAL SERVICES:

During fire season, LESSOR is responsible for timely submittal of invoices for additional services required by GOVERNMENT and/or GOVERNMENT sub-contractors. LESSOR will not be paid for any services that are not authorized in advance by the **GOVERNMENT on-site Representative**. Upon presentation of a properly certified invoice, payment will be made by GOVERNMENT and/or GOVERNMENT sub-contractors for services requested and furnished.

9. LIABILITY:

GOVERNMENT is responsible for the Leased Premises located at Harriet Field Wells Municipal Airport as determined under and in accordance with this Lease Agreement and the laws of the State of Nevada, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

10. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

11. BENEFITS:

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

12. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

Initials: *zw* *BB*
 Lessor Government

All notices to **LESSOR** shall be mailed to:

City of Wells
P.O. Box 366
525 Sixth Street
Wells, NV 89835

Telephone: (775) 752-3355

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
Barbra Burns-Fink
National Operations Center Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047

Telephone: (303) 236-0219

All on-site notifications to **GOVERNMENT** shall be made to:

GOVERNMENT on-site Representative:

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

14. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

Initials: ju BBF
 Lessor Government

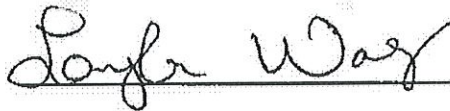
15. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

AGREED AND EXECUTED as below written:

ATTEST:

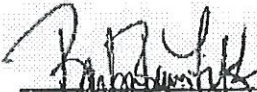
LESSOR:
City of Wells



Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

GOVERNMENT:
UNITED STATES OF AMERICA DEPARTMENT INTERIOR
BUREAU OF LAND MANAGEMENT



Barbara Burns-Fink
Contracting Officer

06/03/19

Date

Initials:



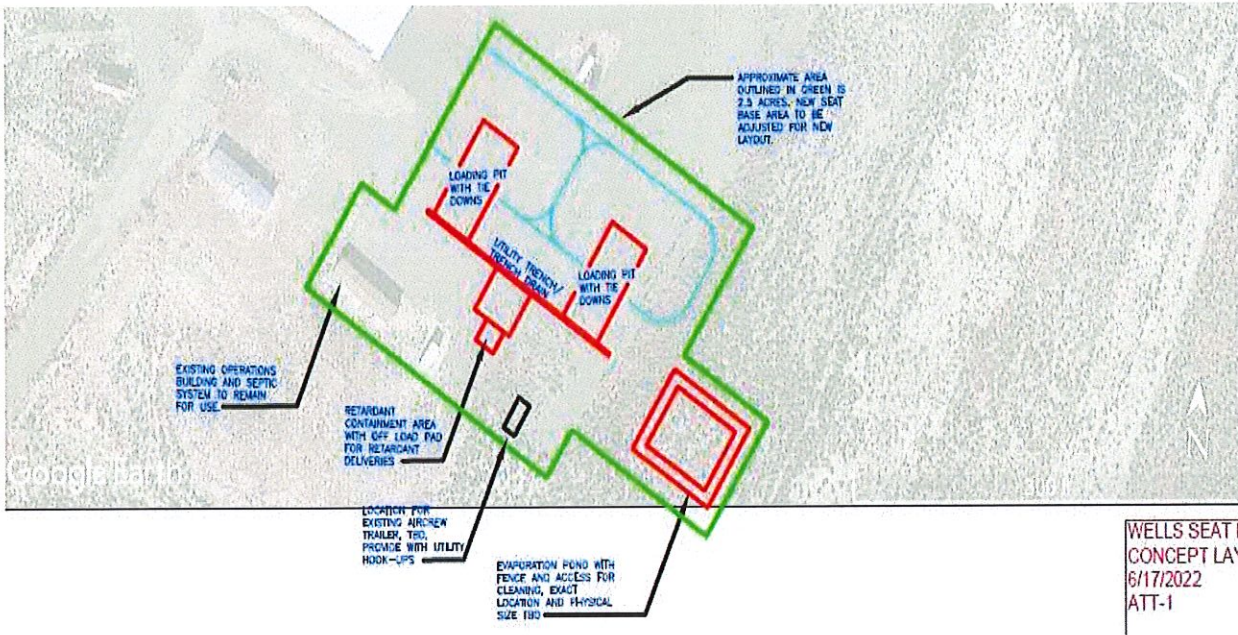
Lessor



Government

BLM Provided Materials for reference, in pdf Format:

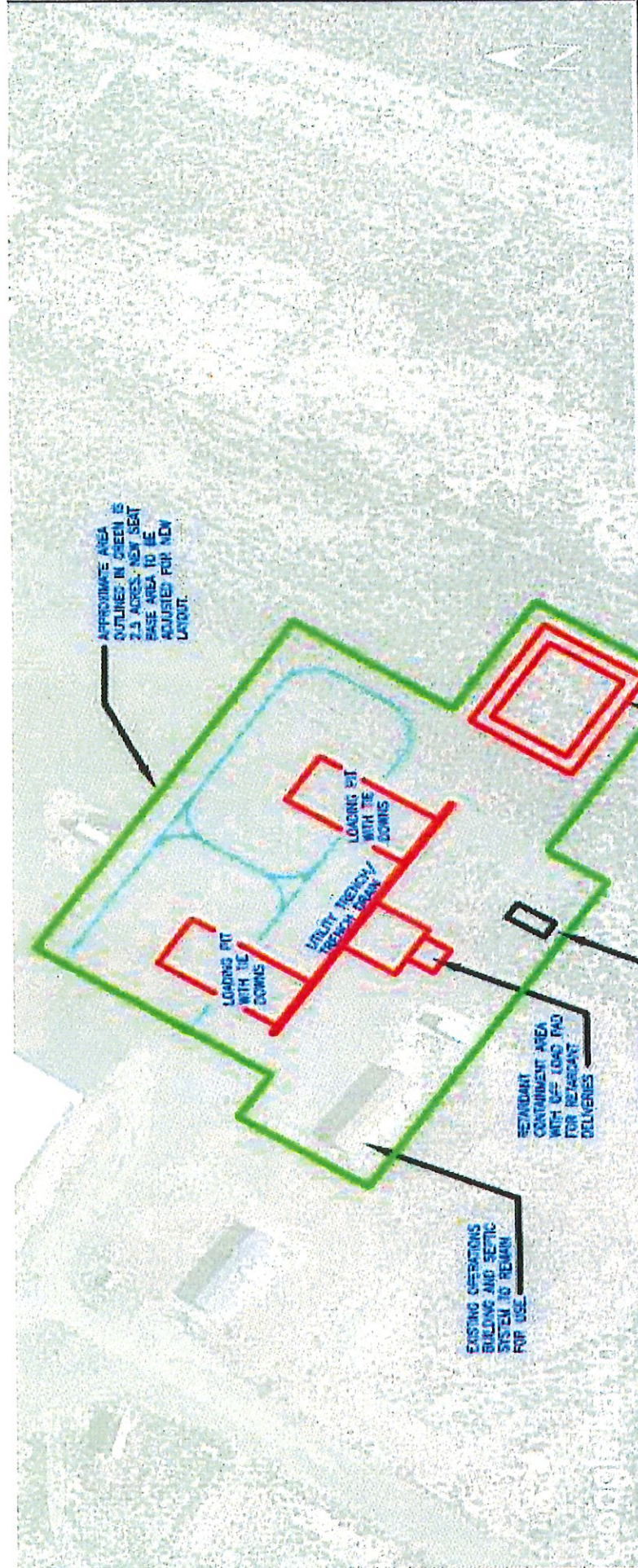
Attachment-1: Wells SEAT Base Concept 18AUG2021



Continued on next page.

BLM Provided Materials for reference, in pdf Format:

Attachment-1: Wells SEAT Base Concept 18AUG2021



WELLS SEAT BASE
CONCEPT LAYOUT
6/17/2022
ATT-1