



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

JORDAN TILLEY, 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, September 27, 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

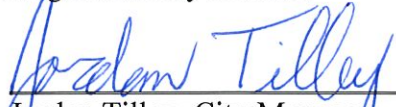
Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

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.


Jordan Tilley, City Manager

TEL 775.752.3355

FAX 775.752.3419

finance@cityofwellsnv.com

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

The City of Wells is an equal opportunity employer

**AGENDA
REGULAR MEETING
CITY OF WELLS BOARD OF COUNCIL
TUESDAY, SEPTEMBER 27, 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

NEW BUSINESS:

6. Discussion and possible action to accept or deny application for special use to allow nonconforming accessory building and to construct garage or other accessory buildings without a permissible main building at 255 Third Street, Second Addition, Lot 16, Block 13A, APN #002-565-012 Peter Maher. **FOR POSSIBLE ACTION**
7. Discussion and possible action to approve removal of the easement between Trail 49 building and the El Rancho. **FOR POSSIBLE ACTION**
8. Discussion and possible action to approve contract to lease mobile home at airport to Hunot Retardant Co. **FOR POSSIBLE ACTION**
9. Discussion and possible action on response to a letter from the Cannabis Compliance Board dated September 1, 2022 to declare the City's intent to participate in or opt out of the CCB 2022 cannabis consumption lounge licensing round. **FOR POSSIBLE ACTION**
10. Discussion and possible action to approve or deny revised City of Wells personnel policy with recommended changes from the last meeting. **FOR POSSIBLE ACTION**

11. Discussion and possible action to approve additional funding for Airport Apron project.
FOR POSSIBLE ACTION
12. Discussion and possible action to approve additional funding for the new Wells Senior Center. **FOR POSSIBLE ACTION**
13. Claims Committee Report and possible action to approve financial statement. **FOR POSSIBLE ACTION**
14. 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.

15. 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

16. 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.

17. Adjournment

**MINUTES OF WELLS CITY COUNCIL
MEETING OF SEPTEMBER 13, 2022**

CALL TO ORDER

Date: Tuesday, September 13, 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: Robert Woolsey, Vice-Mayor

ROLL CALL

Present: Robert Woolsey, Vice-Mayor
Laura Moore-DelRio, Councilwoman
Chris Micheli, Councilman
Absent: Layla M. Walz, Mayor
Jonathan Goolsby, Councilman
Quorum: Yes
Staff Present: Samantha Nance, City Clerk
Jason Pengelly, Public Works Director
Jordan Tilley, City Manager
Patti Zander, Deputy Clerk

PLEDGE OF ALLEGIANCE

Vice-Mayor Woolsey led everyone in the Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Micheli made a motion to approve the meeting minutes dated August 23, 2022. DelRio provided the second and motion passed unanimously.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

**PRESENTATION BY SOUTHWEST GAS ON NATURAL GAS EXPANSION TO
WELLS AND OTHER MATTERS RELATED THERETO**

Mackenna Velez, energy advisor for Southwest Gas was at the meeting. Velez serves the Northeastern Nevada region from Winnemucca east. Velez wanted to discuss Southwest Gas bringing natural gas to Wells. Southwest Gas has 2.1 million customers in portions of Arizona, California and Nevada and is the largest distributor of natural gas in Arizona and Nevada. Senate Bill 151 would provide legislative policy support for expansion of natural gas infrastructure to support economic development opportunities. Southwest Gas will propose SB151 submission to the Public Utilities Commission of Nevada (PUCN). This could take six to nine months to review and/or approve. Southwest Gas has done two expansion projects; one in Mesquite and one in Spring Creek.

Southwest Gas is currently gauging customer interest in Wells to see if the residents want natural gas. An economic feasibility study will be done to see what economic benefits there would be bringing natural gas to the Wells area. An environmental assessment would also be done then an application would be filed with the PUCN. Should the PUCN approve the Wells expansion project, the post application approval process is next with permits and easements. The plan is to go off the Ruby pipeline which is about thirty miles north. A QR code is available to scan that will take you to the interest form and is what is needed for customers interested in getting natural gas in Wells. The link that the QR code takes you to was put on the City Facebook page. Tilley will also have it available at the counter in the front office of city hall for customers when they come in.

Southwest Gas attended the Wells Fun Run and is planning on going door to door on October 17th to reach out to customers on bringing natural gas to Wells. Velez stated they have identified three hundred residents that are able to get gas as well as 75 or 80 commercial addresses. Letters of support for natural gas have been written from the City of Wells, NNRDA and Pine West Development. There will also be some direct mail going out. Southwest gas has only received thirty responses through the link but will need at least 20% and would like to receive 100 to 150 responses.

Velez was asked what the timeframe would be to get natural gas to Wells. It would be three to four years before it would be fully complete. There will be thirty miles of high-pressure line put in that could take approximately one year then the distribution line would be run. Velez will give her contact information to Tilley.

DISCUSSION AND POSSIBLE ACTION TO APPROVE OR DENY REVISED CITY OF WELLS PERSONNEL POLICY WITH RECOMMENDED CHANGES FROM THE LAST MEETING

Neal Freitas, the member representative from Pool/Pact was on the phone to answer any questions anyone may have. One of the questions Mayor Walz had at the last meeting was why NRS was referenced so often in our policy. A lot of it is procedural and because NRS changes so often, it is easier to reference NRS rather than interpreting NRS in our policy and won't have to be changed every time NRS changes. On the CIO and EEO references, these will be changed to city manager unless the council wants something different. Tilley took out Juneteenth and Christmas Eve as days off and changed the wording that any legal holidays declared by the Nevada State Assembly will

be observed. There is also a change on the holidays and employees needing to take two hours of vacation on holidays for those working the 4 – 10 compressed work schedule. If employees were still required to take two hours of vacation for each holiday, that would be twenty-four hours of vacation used by employees to take for the twelve holidays.

The City of Elko's policy was looked at as far as what they are doing regarding sick leave and vacation. There was a lot of concern at the last meeting about liability. Some of the numbers have changed. Hours will be capped on both vacation and sick leave. Up to 960 hours of sick leave will be accrued but the payout would be capped depending on the length of years of service. Nursing infant was changed to two years old. Unpaid suspensions for performance issues are made in full work week increments for salary employees and there are only two on staff currently that are paid in weekly increments.

Woolsey thought we should wait for a full council before approving the policy. Micheli stated he is happy with it the way it is with the changes made as he may not be at the next meeting. DelRio did ask how the change on sick leave would affect those employees who have been here long term. Nance added it would be capped at 280 hours and no more would be accumulated once the cap was reached. There are a few that might be over and need to either pay them out or have them use it by the end of the year

DISCUSSION AND POSSIBLE ACTION ON RESPONSE TO A LETTER FROM THE CANNABIS COMPLIANCE BOARD DATED SEPTEMBER 1, 2022 TO DECLARE THE CITY'S INTENT TO PARTICIPATE IN OR OPT OUT OF THE CCB 2022 CANNABIS CONSUMPTION LOUNGE LICENSING ROUND

Tilley received a letter dated September 1, 2022 wanting to know whether the city would allow a cannabis consumption lounge sometime in the future. A response was needed by September 9th and Tilley emailed them that council would not meet until the 13th. Woolsey would like to get Goolsby's input on this as to whether it has had any affect on law enforcement throughout the state since there are some in the Las Vegas area. There was concern about people leaving this lounge high and impaired. Tilley will email them to inform them more discussion and research is needed and more information on what takes place at a lounge. Tilley will contact the CCB and see if they can do a presentation, so we know what is involved. Citizen Mike Speir thinks this will bring the wrong elements to town and people prey on communities like Wells.

DISCUSSION AND POSSIBLE ACTION TO CHANGE CITY HALL AND PUBLIC WORKS STAFF WORK SCHEDULE TO A FOUR – TEN WORK SCHEDULE INDEFINITELY

Tilley began that back in April, the new 4/10 work schedule was going to be done on a trial basis until the end of September. This schedule has been popular with staff. The Senior Center, golf course and the Swimming Pool will stay on their regular schedule and the 4/10 schedule will only be for city hall and public works. DelRio feels this gives more time for families to spend time together. DelRio made a motion to approve the city

hall and public works staff for a 4 – 10 work schedule indefinitely. Micheli provided the second and the motion passed unanimously.

CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS

Micheli made a motion to approve the Warrant Register dated August 25, 2022 through September 13, 2022 in the amount of \$88,567.09. DelRio provided the second and motion passed unanimously. Micheli made a motion to approve the check register dated August 1, 2022 through August 31, 2022 in the amount of \$36,870.81. DelRio provided the second and motion passed unanimously.

COUNCILMEN'S REPORTS

There were none.

STAFF REPORTS

Tilley reported that the airport project is about $\frac{3}{4}$ of the way done and should be done by the end of the month. The runway was closed for about a week and a half but is back open now.

Additional grant funding was received for the new senior center and now waiting on MGM to get an UEI number that CDBG requires. MGM hopes to have this next week. Once that number is received, work will begin.

Tilley was at the golf course visiting with Cameron and noticed how great the golf course looks. The grounds crew is doing a fantastic job.

Nance mentioned the auditors have been here the last couple of weeks and will be here a couple more days before they wrap up.

Pengelly wanted to thank the office staff for all the help getting the remote reads up and running. There was a lot of information that was required to be put in the system to get the new remote read meters to work.

CITIZENS TO ADDRESS THE COUNCIL

Quinn wanted to know regarding the new nuisance law, if a citizen wants to make a complaint, will the city provide a standard form to fill out. Tilley stated it can be written on any piece of paper and staff could do a form if needed. The address and the type of complaint would be information that would be needed.

ADJOURNMENT

The meeting adjourned at 7:51 p.m.

Minutes of Wells City Council
Meeting of September 13, 2022

ROBERT WOOLSEY, Vice-Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

Agenda Item #6
Date of Meeting 9-27-22

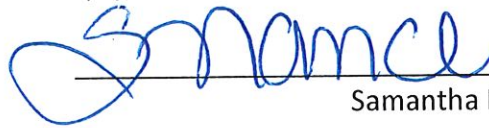
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Wells BOARD OF COUNCIL on Tuesday September 27, at 7:00 p.m. in the council chambers of Wells City Hall, 525 Sixth Street, Wells, Nevada, to make a final action on this application.

Application for special use to allow non-conforming accessory building and to construct, garages or other accessory buildings without a permissible main building at: 255 3rd Street
Second Addition Lot 16 Block 13A

APN # 002-565-012 Peter Mahèr

Any interested parties are invited to come to this meeting to give their views. Written comments may also be submitted to the Clerk's Office at 525 Sixth Street or P.O. Box 366, Wells, NV 89835-0366. If you have any questions, please call 775-752-3355.



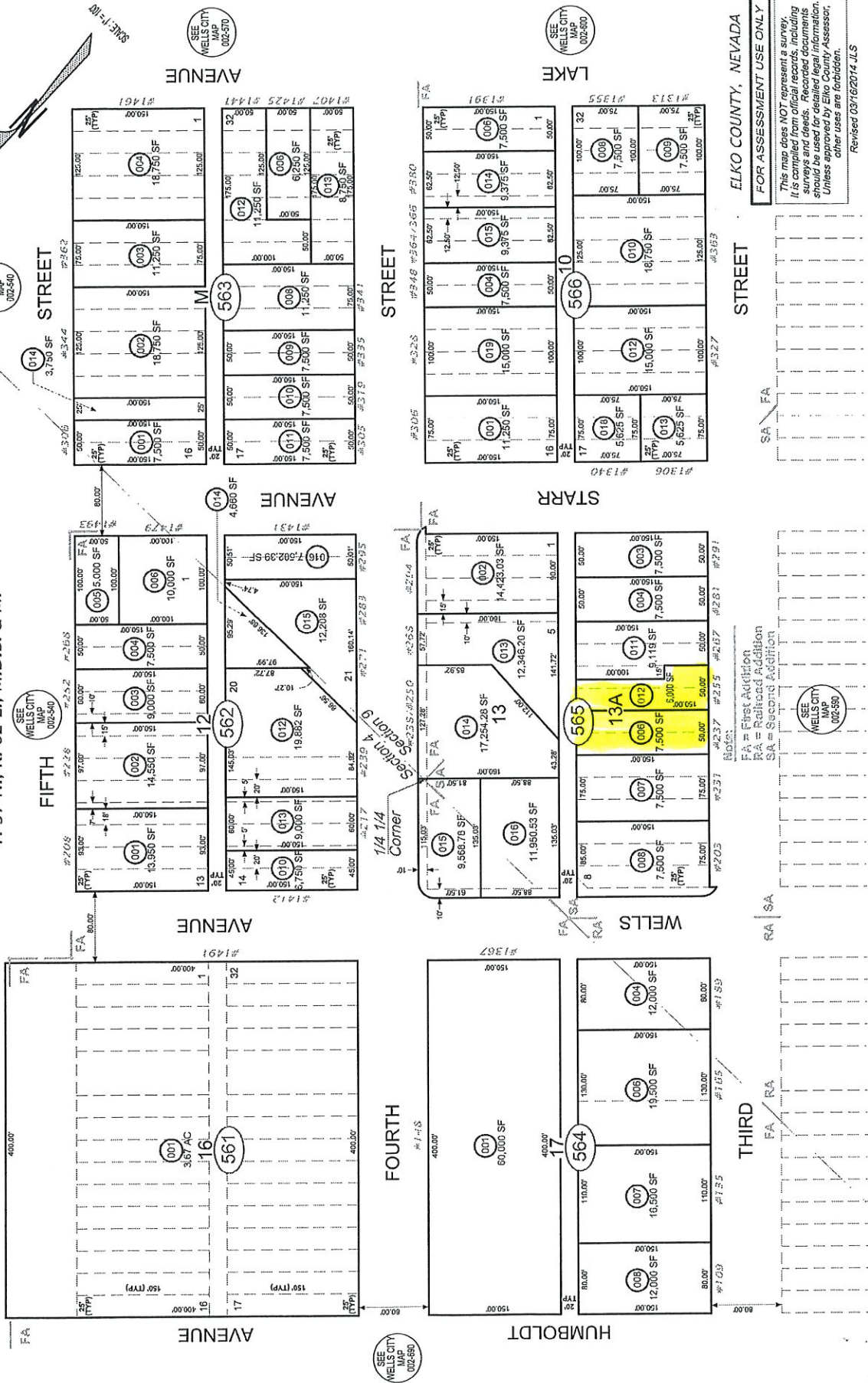
Samantha Nance, City Clerk

CITY OF WELLS

IN

SE 1/4 OF SECTION 4 & NE 1/4 OF SECTION 9
T. 37 N., R. 62 E., M.D.B. & M.

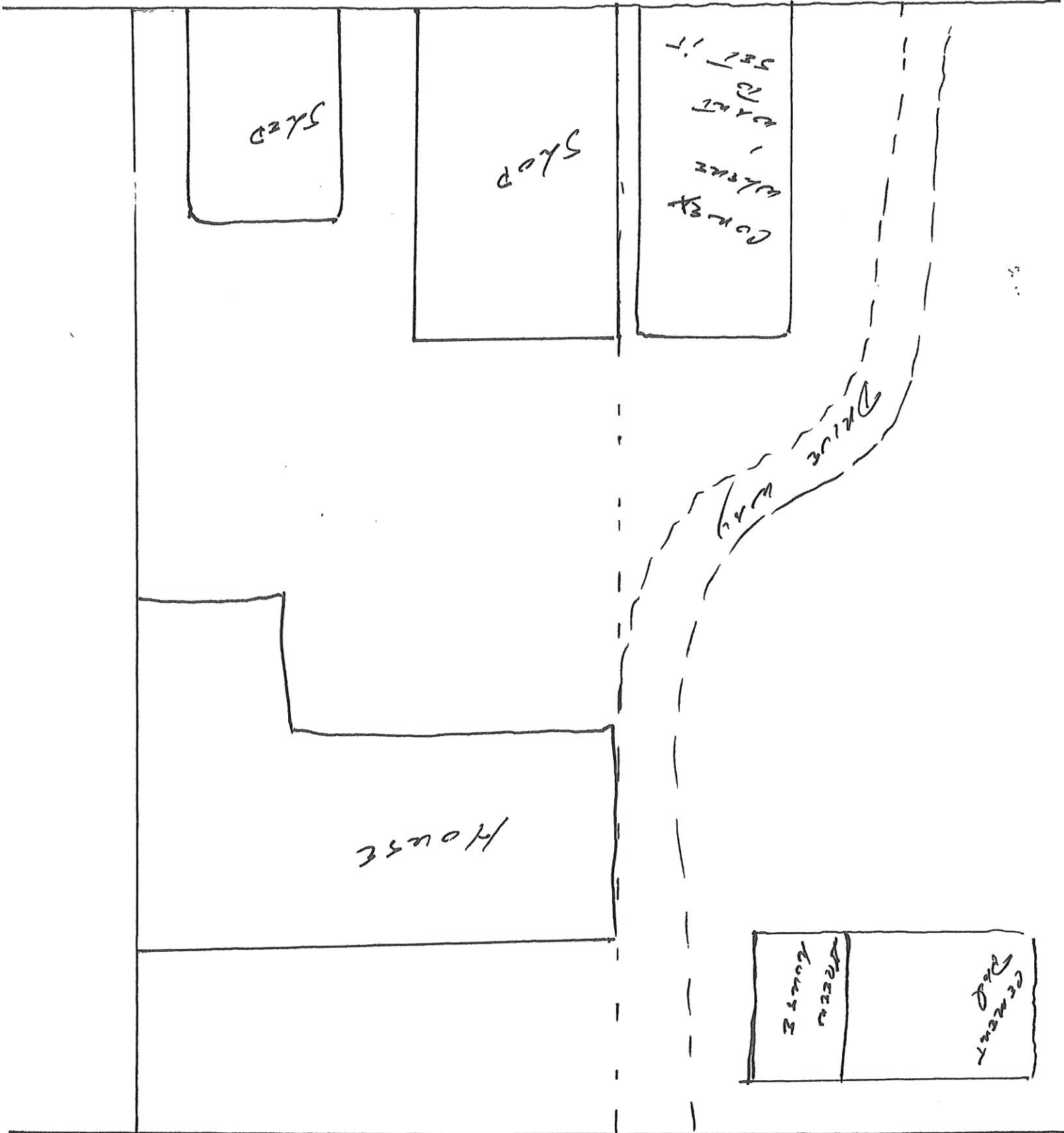
002-560



FOR ASSESSMENT USE ONLY
This map does NOT represent a survey. It is compiled from official records, including surveys and deeds. Recorded documents should be used for detailed legal information. Unless approved by Elko County Assessor, other uses are forbidden.
Revised 03/16/2014 JLS

FA = First Addition
RA = Replaced Addition
SA = Succession Addition
SEE WELLS CITY MAP 002-560

127710



Garage

Shop

Coke & Soda

House

Green House

Driveway

3rd St

Applicant _____

File No. _____

Filing Fee Received \$ _____

HEARING DATES:

Planning Commission _____

City Council _____

APPLICATION FOR () SPECIAL PERMIT () VARIANCE
WELLS CITY ORDINANCE 110, CHAPTER 6

TO THE PLANNING COMMISSION AND BOARD OF COUNCILMEN OF THE
CITY OF WELLS, NEVADA

1. The legal owner (s) of said property being petitioned for change is/are: _____

PETER A. MAHER

2. Legally describe property being petitioned for change: (give exact legal description including Lot, Block, Tract, etc. If more space is needed than has been provided, please put complete description on an additional sheet of paper and attach same to this application.)

002-565-006 & 002-565-012

3. Applicant acquired title to such property on (Date) SEPT 7 - 2022

4. The property is situated (give street address or exterior boundaries of area petitioned for change by streets, alleys, property lines, etc.) 237 3RD ST WELLS NV

house @ 237 3rd St. 89835
255 3rd St lot will have container unit.

5. A detailed site plan of the property involved showing the location of all existing and proposed buildings and showing plans and descriptions of the proposed use of the property with ground plans and elevations for the proposed buildings is attached hereto and made a part of this petition.

6. Applicant(s) has/have the ability and intention to utilize said Special Permit within 185 days from the date of final approval and the applicant(s) understands that this Special Permit, if granted, can become null and void and of no effect by action of the Board of Councilmen or by the City Administrator as per section 601(e) of the zoning ordinance.

7. When a Special Permit is granted, subject to conditions, such Special Permit does not become effective until such time as those conditions have been met.

8. Current Zoning RESIDENTIAL

9. Provisions of zoning ordinance from which property is sought to be excepted are:

10. Explain, in detail, the type of use which will be made on this property. If it is a commercial, industrial or public, quasi-public use, include an explanation of the intended operation.

PRIVATE USE

11. Is the proposed site adequate in size and topographic characteristics to accommodate the Special Permit? Explain. YES IT IS. IT'S WILL BE

ON MY SECOND LOT NEXT TO MY FIRST LOT BY MY SHOP

12. Describe, in detail, the method to be used in development as it may pertain to earth fill or excavation, flood provisions, drainage, terracing or other unusual features. THE CONEX WILL BE SET ON RAILROAD TIES

THE CONEX WILL BE SET ON RAILROAD TIES

13. In accordance with the zoning ordinance, construction will be commenced within 185 days, or the extension thereof. Is there any reason foreseen which would require an extension?

NO

14. Describe the site, including storm drainage, soil conditions, erosion, susceptibility, general topography, other distinguishing characteristics and any other features which may affect the use of the property. IT WILL BE SET UP BORDERING THE

ALLEY

15. (a) Will the use entail the use of vehicles? no

(b) Number and type: _____

16. What provisions have been made for the elimination of any traffic problems or hazards resulting from increased traffic? _____

17. (a) Is there sufficient off-street parking available on the site to meet the parking needs?

yes

(b) Explanation: _____

18. (a) If a sign is to be erected, give the dimensions of the sign and the type of the sign.

19. (a) Will there be any outside storage of goods, materials or equipment at the site?

no

(b) Give a detailed explanation of this type of storage. _____

20. (a) Will there be any accessory building structures whose uses are associated with the general use on the site? _____

(b) Explanation: _____

21. Will the proposed use be utilized for telephone and mailing purposes only?

no

22. A non-refundable filing fee of \$75.00 + \$3.00 per dwelling unit as per section 602 (2) of zoning ordinance must accompany this application. The applicant assumes responsibility of paying publication costs. ("Notice of Public Hearing")

23. This application must be filed in the Office of the City Clerk of the City of Wells, 525 Sixth Street, Wells, Nevada

24. This Application will be referred to the Planning Commission of the City of Wells and a public hearing will be held on such application by such Commission.

25. The Planning Commission will then make a recommendation to the Board of Councilmen and a public hearing on the application will be held by the Board of Councilmen.

26. If the Board of Councilmen approves the application, it shall issue a Special Permit setting forth all conditions and requirements covering such use and shall make the approved site plan a part of the record of the case.

27. If the Board of Councilmen denies the permit, notice of the denial, including reasons therefor, shall be mailed to the applicant(s) at the address shown on said application.

Applicant's Name PETE MANKER

Applicant's Phone Number: Home _____

Business _____

Cell 775-220-8145

Applicant's Mailing Address P.O. BOX 188

Applicant's Physical Address 237 3RD ST

WELLS NV. 89835

I, the Applicant(s) (or an authorized agent or employer of Applicant) being first duly sworn deposes and says that all of the above statements contained in the document submitted herewith are true and as to those matters stated on information and belief, I believe the same to be true.


Applicant

MOBILE HOME RENTAL AGREEMENT

THIS MOBILE HOME RENTAL AGREEMENT (“Agreement”), made and entered into on ___ day of _____, 20__, by and between the CITY OF WELLS, a special charter municipal corporation, (hereinafter referred to as “LANDLORD”), and _____, (hereinafter referred to as “TENANT”).

WITNESSETH

WHEREAS, LANDLORD is the owner of certain real property and personal property (hereinafter referred to as the “Premises”) located in the City of Wells, State of Nevada, at the Wells Municipal Airport.

Real Property: Wells Municipal Airport entrance, 75-foot perimeter of the mobile home

Personal Property: Together with that certain manufactured home, as follows:
Title Number: 113531
Serial Number: 1DFLFAA70864
Manufacturer: Fleetwood
Year: 1996
Size: 14 X 70

WHEREAS, LANDLORD and TENANT have mutually agreed to enter into the Rental Agreement herein contained;

NOW, THEREFORE, LANDLORD, in consideration of the terms, covenants, conditions and agreements hereinafter contained to be fully kept and performed, does hereby rent to TENANT the Premises, to-wit:

I.
DURATION OF TENANCY, AMOUNT OF RENT, TIME OF PAYMENT

This Lease shall begin on the ___ day of _____, 2022, shall terminate on the ___ day of _____, 20__.

Rental for the term of this Lease shall be FOUR HUNDRED DOLLARS (\$400.00) per month, payable monthly, on or before the 5th day of each month, in advance, which rental shall be paid to City of Wells at 525 Sixth Street or wherever the LANDLORD may demand the same to be paid in writing. In the event this occupancy under this lease begins during the portion of any month, the monthly rental payable shall be pro-rated.

In the event TENANT fails to pay rent when due, TENANT agrees to pay a late fee of Twenty Five Dollars (\$25.00) per day for each day rent is not received after the 10th day of each month at 4:00 p.m., to LANDLORD, regardless of the cause, including but not limited to

dishonored checks, time being of the essence. Late fees shall become part of the rental as they accrue.

D. **DISHONORED CHECK FEE:** An additional service fee of Twenty-Five DOLLARS (\$25.00), shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees and all costs to honor a returned check. If TENANT presents more than one (1) check which is returned unpaid, all subsequent payments by TENANT must be made by certified funds: cash, certified check, or money order. All payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received and shall incur late fees as set out herein.

The acceptance by LANDLORD of partial payments of rent due shall not, under any circumstances, constitute a waiver by LANDLORD, nor affect any notice or legal proceeding in theretofore given or commenced under Nevada law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay rent on time. No payment by Tenant or receipt by LANDLORD of any amount of the monthly rent herein stipulated shall be deemed to be other than "on account" of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the LANDLORD may accept such a partial payment without prejudice to his rights to collect the balance of such rent and/or applicable late fees or any other fees. Partial payments shall be first applied to rent and then any additional applicable charges.

II. **MANNER OF PAYMENT**

All payments TENANT is required to make under this Rental Agreement shall be made at Wells City Hall, 525 Sixth Street, Wells, NV 89835.

III. **RENTAL AREA/ USE OF PREMISES**

The Premises shall be occupied and used solely for residential purposes by the persons specifically named in this Agreement. No other persons may occupy the Premises or any portion thereof without LANDLORD'S written consent. TENANT'S use of the Premises is for residential purposes and is limited to the physical location described in the recitals, above. All other uses are excluded, including but not limited to conducting business of any kind

IV. **UTILITIES AND TAXES**

To the extent applicable and except as otherwise provided in this section, TENANT will, in addition to said rentals, pay all charges promptly when due for telephone, gas, propane. Electricity, water, and sewer is included with the rental. Tenant is required to use propane as the primary heating source and to pay all charges for propane. LANDLORD shall pay all real property taxes payable in connection with the Premises.

V.

PREMISES CONDITION, NUISANCES, and EMERGENCIES

TENANT accepts the Premises in its present condition and state of repair "as is" condition without representation or warranty of any type or nature. In the event this Agreement is terminated prior to Closing, TENANT shall surrender possession of the Premises in its present condition, normal wear and tear excepted.

Except as otherwise provided in this Agreement, TENANT shall maintain the Premises. TENANT shall promptly repair, at Tenant's expense, any damage to the Premises caused directly or indirectly by any act or omission of the Tenant or any person other than the LANDLORD, LANDLORDS agents or invitees.

TENANT shall not occupy said Premises or permit the same to be used or occupied for any purposes deemed extra hazardous or permit extra hazardous materials to be used in or anywhere on the Premises.

The TENANT is hereby notified that Nevada Revised Statutes 202.470 (Maintaining or permitting nuisance: Penalty provides that every person who: (1) shall commit or maintain a public nuisance, for which no special punishment is prescribed; or (2) shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or (3) shall let, or permit to be used, any building or boat, or portion thereof, knowing that it is intended to be, or is being used, for committing or maintaining any such nuisance, shall be guilty of a misdemeanor.

The TENANT should utilize the following procedure to report a nuisance to the appropriate authorities: Call the Elko County Sheriff's Department, Wells Substation at (775)752-3334.

The TENANT should utilize the following procedure to report a violation of a building, safety or health code or regulation to the appropriate authorities: Call the City of Wells Public Works Director at (775) 340-5368.

EMERGENCIES: In the event of an emergency that affects the Premises, or the party's obligations under this Agreement the TENANT must report it to LANDLORD at (775) 752-3355, or authorized agent. If there is an emergency that requires IMMEDIATE attention, please reference and contact "911" or the appropriate authority.

VI. ALTERATIONS AND IMPROVEMENTS

TENANT shall not make any alterations or improvements to the Premises without the written approval of LANDLORD. Any alterations or improvements made to the Premises shall, unless otherwise provided in writing by LANDLORD, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises.

VII. INSPECTIONS

LANDLORD or LANDLORD'S agents or representatives may enter the Premises at reasonable times to inspect, replace, repair or complete improvements.

VIII.
ASSIGNMENT AND SUBLETTING

TENANT may not assign this Rental Agreement or sublease the Premises without the prior written consent of the LANDLORD, which may be withheld for any reason.

IX.
DEFAULT

It is expressly understood and agreed that in case the Demised Premises shall be deserted or vacated, or if the rent above reserved, or any part thereof, or any sum of money due or payable as rent, shall not be paid on any day whereon such payment is due and such default of payment shall continue for a period of (5) days thereafter, or if, without the consent of the LANDLORD, the TENANT shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the TENANT to be kept or performed, or if the TENANT, or any of the partners of the TENANT, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the LANDLORD may, if LANDLORD so elects, at any time thereafter, terminate this Lease and the term hereon on giving to the TENANT Five (5) days' notice, in writing, of the LANDLORD's intention so to do, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice if the said date were the date originally fixed in this Lease for the expiration hereof.

In the event the relation of the LANDLORD and TENANT shall cease or terminate as hereinabove in this Paragraph set forth, it is hereby agreed that the TENANT shall remain liable for, and shall pay in monthly payments, the rent which accrues subsequent to the re-entry by the LANDLORD upon TENANT'S default and breach, and the TENANT expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the LANDLORD during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved, and the rent collected, if any, shall become due and payable monthly during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time-to-time be ascertained and against the TENANT in respect to the leased premises or in any action brought to recover rent or damages hereunder. The deposit made upon execution hereof shall be applied against damages so accrued. The provisions set forth hereinabove shall not be deemed the exclusive remedies of the LANDLORD, but the LANDLORD does hereby specifically retain any and all rights and remedies which may be provided to him by law, or in equity, for actual damage or loss to LANDLORD or to the Premises.

The waiver by LANDLORD of any default or breach of any of the provisions, covenants or conditions hereof on the part of TENANT to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein.

X.
QUIET POSSESSION

Upon keeping the covenants and conditions of this Rental Agreement, TENANT shall be entitled during the term hereof to quiet and peaceful possession of the Premises.

XI.
INSURANCE

TENANT shall, at TENANT'S expense, maintain property and casualty insurance on the premises in an amount not less than \$ 20,000 naming LANDLORD as loss-payee. Moreover, TENANT shall be responsible for insuring any of TENANT'S personal property.

XII.
INDEMNIFICATION

TENANT hereby covenants and agrees to indemnify, save and hold LANDLORD and the Premises free, clear and harmless from any and all liability, loss, expenses, including attorney fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any acts, omissions or negligence of TENANT, their agents, employees, contractors, subtenants, licensees, customers or business invitees while in, upon, about or in any way connected with the Premises or arising from any accident, injury or damage howsoever and whomsoever caused, to any person or property whatsoever occurring in, upon, about or in any way connected with the Premises, or any portion thereof.

XIII.
GENERAL TERMS.

The following general provisions shall apply to this Rental Agreement:

1. Notices. Except as otherwise required by NRS Chapters 40 and 118, all notices that may be required by this Rental Agreement shall be sent to the respective parties at the addresses appearing below:

LANDLORD:

CITY OF WELLS
Wells City Hall
525 Sixth Street
Wells, NV 89835

TENANT:

Any such notices shall be (i) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) days after deposit in the U.S. mail, postage prepaid

or (ii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the email or physical address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

2. Attorney fees and costs. If any action at law or equity shall be brought to enforce any term or condition contained in this Rental Agreement, the prevailing party shall be entitled to recover all costs and expenses from the other party, including reasonable attorney fees.

3. Partial invalidity. If any term, provision, covenant or condition of this Rental Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Rental Agreement, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected impaired or invalidated thereby.

4. Time of essence. Time is of the essence of this Rental Agreement and all of the terms, provisions, covenants and conditions hereof. TENANT understands that LANDLORD expects strict compliance with all obligations contained herein, to include obligations relating to the prompt payment of rent and utilities.

5. Entire agreement. This Rental Agreement contains the entire agreement between the parties and cannot be changed, modified, amended or terminated orally. This Rental Agreement supersedes and replaces all previous agreements or representations, whether written or oral.

6. Applicable laws. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Rental Agreement.

7. Choice of forum. The parties agree that either the Elko County Justice's Court or the District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, (depending upon the amount in controversy) shall have jurisdiction and venue over all civil actions between the parties in relation to this Rental Agreement.

8. Binding effect. This Rental Agreement and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns, subject to any restrictions contained herein on assignment.

9. Facsimile or scanned signatures. Facsimile or scanned signatures shall be deemed the same as original signatures.

10. No partnership. The parties hereto have negotiated this Rental Agreement at arm's length and nothing herein shall be construed as creating a partnership or fiduciary or agency relationship between the parties hereto.

11. Ambiguities. Both parties have had the opportunity to consult with legal counsel prior to entering into this Rental Agreement. Accordingly, the parties agree to waive the usual rule of construction that ambiguities are to be strictly construed against the drafter.

12. Counterparts. This Rental Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement.

13. Grace Periods. There shall be no grace periods under this Rental Agreement. Under no circumstances shall substantial compliance by the TENANT be deemed equivalent to actual compliance and the failure of LANDLORD to enforce strict compliance of a requirement hereunder on any occasion or series of occasions shall not constitute a waiver of that requirement.

14. Headings. The headings used in this Rental Agreement are inserted for convenience and are not to be considered in the construction of the provisions of this Rental Agreement.

15. Waiver of Jury Trial. The parties hereby waive the right to a jury trial with respect to any legal proceeding brought for the purpose of enforcing and/or interpreting any or all of this Rental Agreement.

16. Disclosure of names and addresses of managers and owners; emergency telephone number; service of process. The LANDLORD hereby discloses the following contact information:

A. The name and address of:

(1) The persons authorized to manage the Premises:
Jordan Tilley, Wells City Manager
Wells City Hall
525 Sixth Street
Wells, NV 89835

(2) A person within this State authorized to act for and on behalf of the LANDLORD for the purpose of service of process and receiving notices and demands:

Goicoechea, Di Grazia, Coyle & Stanton, Ltd.
Attn: Lauren A. Landa
530 Idaho Street
Elko, NV 89801

17. Late or Partial Rental Payments. In the event TENANT fails to pay full rent when due, TENANT shall pay to LANDLORD a late fee in the amount of twenty-five dollars (\$25.00) if rent is not received after the 5th of each month until the full amount of the rental payment is received by the LANDLORD.

18. Dishonored Checks. LANDLORD may collect a fee of not more than \$25 for each check which was accepted by LANDLORD and, upon presentment, is not honored because the TENANT stopped payment on the check, the TENANT does not have an account with the bank indicated on the check, or the TENANT do not have sufficient funds in the account or credit with the bank to cover the amount of the check.

19. Display of Flag. TENANT may display of the flag of the United States on the Premises.

20. Representation by Counsel. The Parties to this Agreement represent that they have read and understand each provision of this Agreement and have discussed this Agreement with legal counsel and have been provided with the opportunity to discuss this Agreement with legal counsel, and the general rule that ambiguities shall be construed against the drafting Party shall not apply in the interpretation of this Agreement. The Parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date first herein above written.

LANDLORD:

By: _____
LAYLA WALZ, Mayor

ATTEST: _____
SAMANTHA NANCE, City Clerk

TENANT:

Printed: _____