



GARY POLLOCK, Mayor  
JONATHAN GOOLSBY, Vice-Mayor  
LAURA MOORE DELRIO, Councilwoman  
CHRIS MICHELI, Councilman  
CR "BETH" SAVEDRA, Councilwoman

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, October 8, 2024, 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

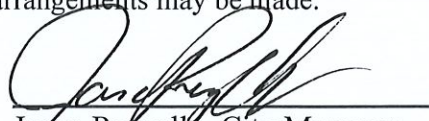
Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

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](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](mailto: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

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, OCTOBER 8, 2024 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. Agenda Language- Each person addressing the board shall first give his name and address for the records, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. All remarks shall be addressed to the board as a body and not to any member thereof. No person, other than the mayor, the members of the board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the board, without the permission of the presiding officer. No question shall be asked except through the presiding officer.

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 approve plat map submitted by High Desert Engineering for parcel number 002-830-002, Mucho Mula LLC. **FOR POSSIBLE ACTION**
7. Review, discussion and possible action to approve a Revocable License Agreement between the City of Wells and Wilson Utility Construction Company for the storage of construction materials associated with construction of a high voltage transmission line on areas of APNs 002-821-001, 002-821-002, and 002-821-003, and related matters thereto. **FOR POSSIBLE ACTION**
8. Claims Committee Report and possible action to approve financial statement. **FOR POSSIBLE ACTION**

## 9. 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.

## 10. 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

## 11. 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.

## 12. Adjournment

**MINUTES OF WELLS CITY COUNCIL  
MEETING OF SEPTEMBER 24, 2024**

**CALL TO ORDER**

Date: Tuesday, September 24, 2024  
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 Gary Pollock

**ROLL CALL**

Present: Gary Pollock, Mayor  
Jonathan Goolsby, Vice-Mayor  
Laura Moore-DelRio, Councilwoman  
Chris Micheli, Councilman  
CR Beth Savedra, Councilwoman

Absent: None

Quorum: Yes

Staff Present: Samantha Nance, City Clerk  
Jason Pengelly, City Manager  
Glen Shamblin, Public Works  
Patti Zander, Deputy Clerk

**PLEDGE OF ALLEGIANCE**

Mayor Pollock led everyone in the Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

Goolsby made a motion to approve the meeting minutes dated September 10, 2024.  
Savedra provided the second and the motion passed unanimously.

**CITIZENS TO ADDRESS THE COUNCIL**

There were none.

**DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO RESEARCH  
LIVE STREAM OPTIONS FOR CITY COUNCIL MEETINGS**

Minutes of Wells City Council  
Meeting of September 24, 2024

Savedra was doing some research and noticed that Carlin streams their council meetings on Facebook live. Savedra would like to see more community involvement in the city council meetings and the community to see how transparent the current administration is now. Savedra thinks if the community is informed that the meetings are being live streamed, there will be more community involvement. DelRio agreed and continued that our community members are busy, and this would be a great thing to look in to. Goolsby and Micheli also thought it was a great idea. Pollock agrees but also wants it done in a fiscally responsible manner. Pollock would like staff to look at what options are available and what those costs may be. DelRio stated there are cost effective ways to livestream and many different platforms that are not social media. Pollock does not want it on Facebook live. Savedra made a motion to direct staff to research live stream options for the city council meetings. DelRio provided the second and the motion passed unanimously.

### **DISCUSSION ON H.E.A.R.T. PROMISSORY NOTE AND REVIEW OF OPTIONS FOR FUTURE DEVELOPMENT IN THE CITY OF WELLS INDUSTRIAL PARK AND OTHER MATTERS RELATING THERETO**

John Riddle, board member for H.E.A.R.T. came forward to represent H.E.A.R.T. Riddle gave some history on the H.E.A.R.T. business. The person who came up with the idea and approached the city for the tire reduction plant didn't move forward with this project but H.E.A.R.T. chose to proceed. When the board and investors decided to purchase the property in the industrial park, they felt it was a grass roots effort from approximately seventy-three individuals, most of which are from the City of Wells or surrounding areas. Payments have been made to the city for the property. The building is empty and is not a benefit to the City of Wells or the investors. The property is for sale for an amount that would ensure the investors and other people become whole. H.E.A.R.T. has received an offer that is less than the asking price. The investors need to be taken care of first, so the board is at the meeting asking for some consideration, any consideration on the note would be appreciated. If the building sits empty, the payments will continue as well as the city gets a portion of the taxes that are paid. If another company comes in, the city will have a new business that would bring employees as well as an increased tax base.

Savedra wanted clarification on before the property was purchased, was H.E.A.R.T. already aware the other person had pulled out. Riddle stated the other person chose not to move forward with the project. The industrial park at that time was new and people were excited about bringing economic development to the park. Riddle does not know why that person did not pursue this business. The idea seemed feasible at the time, research was done, and the decision was made to move forward.

Pollock has had conversations with Kenny Huff who is also a board member of H.E.A.R.T. At the time of this agreement, the beginning balance was \$236,000 for just over eighteen acres which came out to just over \$14,000 an acre at eight percent interest. The city council previously decided to write off the interest of the remaining balance. The city has already forgiven a substantial amount of money on this property to the

H.E.A.R.T. corporation. If the city were to forgive everything, that would be \$8,000 an acre that would have been paid by H.E.A.R.T. Principal and interest paid for the life of the loan is \$151,000. Those payments are being made but aren't being made timely and are not very big. The taxes aren't paid on time either and the county currently owns that property. The county may have since been paid. Pollock added that one of the principal and main investors of this project is the citizens of Wells who will lose a lot if there is any forgiveness of this loan. Pollock stated how does he tell those citizens the city gave their money away to people that willingly put their money in and lost. The city should have never been in the business of financing property and this should be a lesson learned and will never do it again. The biggest shareholders in this whole thing are the City of Wells citizens and they already lost when the first amount was forgiven. How does Pollock justify that. Riddle stated the justification is that in the future, the city will get the taxes and payment per year until the building is sold or another business moves in. The citizens of Wells will gain if by forgiving that money, it will pave the way for a perspective buyer to come in and buy the building and create economic development. That is the benefit to the City of Wells for forgiving that note and adds flexibility for H.E.A.R.T. to take care of their investors. At the same time, it allows the city to move forward with a new enterprise that would create more profitability for the city.

Pollock stated the company that is looking at that property is interested in the property for the potential of the rail spur. The offer of \$950,000 that H.E.A.R.T. has received is not enough for the shareholders. The options are to try to get a portion of the H.E.A.R.T. property or to go through the BLM which will take years and jeopardize this project. The benefit of the rail spur makes the industrial park more attractive. Pollock stated he would entertain the idea of forgiving said debt if H.E.A.R.T. paid off the SBA loan since SBA is the first lienholder with the city the second. The SBA must be paid before the city gets anything. If the SBA loan is paid off and the city forgives that loan in the amount of \$190,000 for ten acres in that corner, that would be \$19,000 an acre which is more than double what H.E.A.R.T. has paid per acre. That is the best Pollock can recommend and a win for everybody. Pollock is not speaking on behalf of anybody on the council.

Riddle said H.E.A.R.T. is just trying to take care of their investors. Savedra felt the city was being held hostage. Goolsby stated H.E.A.R.T. is asking the city to forgive \$192,000. Riddle stated that any forgiveness would be a benefit but yes that is what they would like to have. Goolsby stated the city has already written off \$174,100 in interest. Goolsby stated it is hard to forgive \$190,000 of the taxpayer's money when it is not the cities fault, the taxpayer's fault or the duty of the city to bail H.E.A.R.T. out.

Riddle stated at the moment from what he understands, everything is current. Goolsby asked if H.E.A.R.T. was current with the county assessor. Riddle stated from what he understood, yes. Savedra asked what about the SBA loan. Riddle stated he couldn't get into all the details of H.E.A.R.T.'s finances but the loan was being paid. Pollock asked Riddle if H.E.A.R.T. had requested that the SBA forgive any of the debt owed to them. Riddle said to his knowledge no. Goolsby stated it was his understanding H.E.A.R.T. has a current offer. Riddle stated he has not been involved in those talks. Paul Bottari stated there is an offer but is not in writing and is not close enough. Bottari added he does have

the property listed and has been marketing it trying to sell it. Wells is a tough place to get a business in to. Bottari along with several others put money into this H.E.A.R.T. project trying to get some industry here and just wanted to see the industry get going. A lot of the investors were the same way and wanted to get something in Wells that would generate jobs and create some new growth. The offer that has been received, is not giving any value to the building. The main reason that property is wanted is it provides the best access for the rail into the park. Bottari added the price for the whole property is 1.4 million not counting the land is \$128 sq. ft. H.E.A.R.T. should be given credit for at least trying to make something work. Koppers wants the parcel due to the location. By working with them and forgiving what is owed to the city, that could help bring a new business to town.

Pollock stated the conversation he has had with Koppers they are not interested in the building and is mainly interested in the corner parcel and getting the rail spur. That is where the city has interest also, getting that rail spur. Pollock would propose and vote for owning that ten-acre parcel in the corner and then H.E.A.R.T. would be free to sell the building and the remaining property and would not be contingent on the City of Wells or anybody else. Unfortunately, there is an SBA note standing in the way of that proposal. That is the only thing Pollock can see happening. Pollock stated if the city could get that parcel in the corner to have the easement, the city is not out, the city gets something no matter what happens. Bottari stated that may be an option for H.E.A.R.T. to sell the ten acres to Koppers for more money because that is really what they want. That is an option they will have to consider.

Pollock added that property appraised for around \$14,000 an acre in 2004. It is now 2024 and the property is still right around \$14,000 an acre. The city has other companies that are interested in coming to Wells and a rail spur would really help bring business to town. Pollock has stayed up nights, gone through meeting minutes and done his homework on this and the option he previously stated is the best option he can come up with. To be able to tell the people that put their trust in him to do what is right by them, that is the only thing he can find that is fair in this whole situation. Bottari stated that portion of the property is the most valuable because of the railroad. Pollock asked Bottari where the price of 1.4 million on that property came from and if the property had been appraised? Bottari replied not to his knowledge, but Bottari had received a quote from Ormaza to see what it would cost to build a building like that building, and was told it would be almost \$2.00 a sq. ft. to build it right now. With H.E.A.R.T. asking the city for forgiveness, maybe the city should ask H.E.A.R.T. for forgiveness on the price of that corner parcel and keep that in mind when talking about how much that is worth. Bottari asked why H.E.A.R.T. would not just sell that to Koppers. Pollock said that would work out great for everyone. If H.E.A.R.T. makes their payments on time which hasn't been happening.

William Welsh, who is also on the board, stated there are investors from all over the county and families that have been here for years and years that have invested money in this to try to get something going when the first deal fell through. H.E.A.R.T. keeps trying and trying. The board has kept this thing afloat by paying payments out of their own pocket. If they sell today for \$950,000 with no help from the city, our investors are

going to get around 60% of their money back. That is the whole reason for asking for help from the city, to help it sell and to increase what is given back to the investors to maybe 80%. It will never be to the point where anyone will make any money. H.E.A.R.T. has worked hard and there are investors, a lot of people in town and are not just a bunch of swindlers.

DelRio agreed with what Pollock had to say. DelRio feels this was a bad deal to start with and never should have happened. The city never should have been holding a loan and should have foreclosed on the loan or done something years ago. DelRio thinks the ten acres will be our best bet and that company can come in and H.E.A.R.T. can become partially whole but it will have to be meeting in the middle, 50/50. It won't be the city giving 100%. That is not fair, especially for our taxpayers. Pollock thinks it would also be in H.E.A.R.T.'s best interest because the rail spur will increase the property value. Both parties will benefit from this, the city must benefit from this. Goolsby added that the city can't take current taxpayers' money and give it to people that potentially lost money a long time ago. This is a great deal both ways. This is an opportunity to put a little more money in the pocket of the investors. The problem is the SBA note is standing in the front of anything that anyone could even try to do.

Pollock read what was received from Jolene Supp as a representative of the H.E.A.R.T. board listing five options. Pollock feels there are more options than those five options. Pollock stated hopefully the H.E.A.R.T. board can discuss this and get it on a future agenda to move forward from there. DelRio would like to see something in writing and with real numbers. Savedra added with contingencies. Riddle stated H.E.A.R.T. wants to come to the best decision for their investors and the City of Wells. Riddle stated H.E.A.R.T. must be careful, it is not just five board members, it is seventy-three investors and is a lot of money. There will be discussions because that is what H.E.A.R.T. wants. H.E.A.R.T. has always wanted economic development in that park. There are people that would like profit out of it. H.E.A.R.T. wants the development, will work towards that and try to figure it out but number one is their investors. H.E.A.R.T. must come to a number that is agreeable with the investors.

DelRio wanted to refer to Bottari's comment regarding the value of the building and it not being appraised. Bottari stated the building alone is worth 1.4 million. DelRio continued that if H.E.A.R.T. goes through with the plan on the ten acres and pays off the SBA loan, H.E.A.R.T. will make more money selling that building. The land will be free and clear, and the SBA loan won't be hanging over H.E.A.R.T.'s head. Hopefully Elko County won't be hanging over your head anymore also. It is logical to have that conversation and have that building appraised to see what the value of that building is. Riddle stated the board would have to come up with SBA money for that deal to go through. That is more than the \$190,000. What that means is that when there is a potential buyer of that building, it must be held to that higher number to make them whole. DelRio stated with what Bottari said the building is worth, H.E.A.R.T. will make that back on the back end with interest and the worth of that building once everything goes through. Riddle stated there have been lots of bills paid overtime. Riddle feels there could be fifty other options that could be explored.



Pollock needs to understand where the board is coming from and appreciates Riddle coming down for this meeting. Riddle stated H.E.A.R.T. means a lot to him and he wouldn't have put the amount of money he put into it if it didn't mean something. Pollock knows it was not just money, it was a lot of hard work and dreams and understands that. Goolsby knows H.E.A.R.T. has a board and investors they need to answer to, but the city council represents the City of Wells and the current citizens. A lot are still residents, and we need to do right by the citizens.

### **CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS**

Goolsby made a motion to approve the Warrant Register dated September 12, 2024 through September 24, 2024 in the amount of \$440,470.88. DelRio provided the second and the motion passed unanimously.

### **COUNCILMEN'S REPORTS**

Savedra attended the Elko County REC Board meeting. Savedra noticed during that meeting that Wells asks for a lot less than any other entity. Pengelly wondered if the money that comes from the REC Board would be able to get the billboards repaired. Savedra stated that anything that has to do with advertising can be reimbursed. Savedra stated a clip was shown from the Elko Pop Con that was started in 2023 with 3,000 attendees and it was up 1,000 people for 2024. Next year it is scheduled for August 8<sup>th</sup> & 9<sup>th</sup> and it looks like it would be a lot of fun. The next REC Board meeting will be December 12<sup>th</sup>. The NNRDA meeting scheduled for tomorrow was cancelled.

DelRio stated next week is homecoming and has requested Pengelly's and Goolsby's help for the parade to try to bring back city and community involvement. There will be marching, dancing and cheering. DelRio would like to see a lot of people in attendance. Savedra wanted to congratulate DelRio on the improvement of the cheer leaders and stated she has done an amazing job. DelRio added having more girls makes it all the better. Next week will be the bonfire so hope to see people in attendance.

Goolsby wanted to thank Pollock for everything he had prepared for the H.E.A.R.T. item and appreciates all the time he puts in. The pickle ball courts are being used and it is awesome. There is talk about starting a senior league. Thanks to public works for all the clean-up being done and the sidewalks are looking good.

Pollock stated the job of Mayor is a 24-hour job. Pollock tries to do his best and appreciates Goolsby's comments. Pollock wanted to thank Sheldon Mudd for being here. Mudd works tirelessly on our behalf on a regular basis. Mudd has been given props when he isn't here and wanted to thank him for being here tonight. Pollock wanted to thank the H.E.A.R.T. board for being here. It is not an easy ask, an easy answer or easy situation and thanked them for being here and answering questions. Hopefully everyone can come to an agreement and work through this.

## **STAFF REPORTS**

Pengelly asked the H.E.A.R.T. board to let us know when they want to be back on the agenda. Riddle didn't feel there was a time frame because of all that is going on but will let us know when they will be ready to be back on the agenda. Riddle stated there is a lot of discussion that needs to take place.

Pengelly continued that there is a commercial developer looking at the parcel southeast of the Hampton. All the hydrology studies and FEMA work are being completed. If that all looks good, the design will be done this winter to build in the spring. Another commercial developer is looking at the parcel south of the Hampton. This is in the early stage of discussion, but the potential developer stays in Wells a lot passing through from California to Sun Valley and he always stays at the Hampton and loves it here. He is thinking about developing something here and is in talks with that landowner.

Loves has brought the 80 space RV Park back to the table behind the Hampton. We are waiting for letters for water and sewer extensions from NDEP, hopefully that will go in in the spring. We have other projects in the works.

Intermountain Health will be holding a health fair at the clinic on October 22<sup>nd</sup> & 23<sup>rd</sup> from 3 p.m. to 7 p.m. We will find out what services will be available.

## **CITIZENS TO ADDRESS THE COUNCIL**

There were none.

## **ADJOURNMENT**

The meeting was adjourned at 8:04 p.m.

---

**GARY POLLOCK, Mayor**

ATTEST:

---

**SAMANTHA NANCE, City Clerk**

**REVOCABLE LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (hereinafter “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter the “Effective Date”), by and between the **City of Wells, Nevada, a municipal corporation and political subdivision of the State of Nevada** (hereinafter the “City”), and the **Wilson Utility Construction Company, an Oregon Corporation, and registered to do business with the Nevada Corporation as a Nevada Foreign Corporation** (hereinafter the Licensee”).

**WITNESSETH:**

**WHEREAS**, Licensee is constructing a high voltage transmission line (the “Line”) in the City (hereinafter “the Construction Site”);

**WHEREAS**, Licensee requests a revocable license to use, for itself and its contractors and subcontractors additional areas located adjacent to and near the Construction Site for the storage of construction materials associated with construction of the Line, including \_\_\_\_\_;

**WHEREAS**, the aforementioned construction materials will start arriving at the Construction Site \_\_\_\_\_, 2024;

**WHEREAS**, Licensee specifically seeks to use areas of land belonging to the City as follows: 5.04 acres within Elko County Assessor’s Parcel Number 002-821-001; 5.0 acres within Elko County Assessor’s Parcel Number 002-821-002; and, 5.0 acres within Elko County Assessor’s Parcel Number 002-821-003 5.0 in Wells, Nevada, shown on the map attached hereto at **Exhibit 1**, (areas being hereinafter collectively referred to as the “Storage Areas”), for the storage and staging of the foregoing construction materials from \_\_\_\_\_, 2024 through \_\_\_\_\_;

**WHEREAS**, Licensee warrants that, upon the termination of this Agreement, it will return and restore the Storage Areas and any other City-owned property damaged in connection with the use of the License granted hereunder to as good as or better than its current condition, at Licensee’s sole expense; and

**WHEREAS**, the City believes that it is in the best interest of the public to provide Licensee with a revocable license for use of the Storage Areas for temporary storage of construction materials used in connection with the construction of the Line from \_\_\_\_\_, 2024 to \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual covenants and agreement of the parties contained herein, and for the other good and valuable consideration, the City and the Licensee agree as follows:

**ARTICLE 1  
LICENSE**

**1.1 License.** Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between the City and Licensee pursuant to which the Licensee is authorized and granted a special privilege to utilize the Storage Areas in the manner and subject to the terms and conditions described herein (hereinafter the "License").

**1.2 Grant of License.** The License granted hereunder shall, subject to the terms and condition of this Agreement, confer upon the Licensee (including its employees and contractors) the nonexclusive authorization and special privilege to temporarily use the Storage Areas to move, store and access construction materials, including \_\_\_\_\_, required to construct the Line at the Construction site.

**1.3 Encroachment and Damage to Private Property.** Licensee shall only encroach in and on the City's property in accordance with this Agreement or applicable law and shall independently obtain all permissions necessary to encroach on other property, to include privately-owned property within the City. Licensee shall promptly reimburse private property owners for any and all damage caused by the activities of Licensee (or its contractors or subcontractors) pursuant to the License granted by this Agreement; provided, nothing herein shall preclude the Licensee from repairing such damage to private property by utilizing its own resources, subject to the prior written consent of the private property owner. The City Council may, in its discretion, immediately terminate this Agreement in the event Licensee (or its contractor or subcontractor) causes damage to private property while conducting activities pursuant to the License granted hereunder and thereafter fails to either reimburse the private property owner or repair the damage utilizing its own resources with the prior written consent of the private property owner.

**1.4 Restoration of Storage Areas and Other City Property.** No later than \_\_\_\_\_ (unless otherwise extended by the City Council) Licensee shall return and restore the Storage Areas to as good or better condition than its condition on the Effective Date, and shall further remedy and repair any damage caused by Licensee or its contractors or their subcontractors to any roads, structures or appurtenances located on, adjacent to or near the Storage Areas, normal wear and tear excepted. All work of restoration of the Storage Areas and other City-owned property shall be done at Licensee's expense, in a good and workmanlike manner and in compliance with all applicable laws and City requirements. It is the intent of the parties that the Storage Areas, including the parking area, will be fully usable by the City and the public on \_\_\_\_\_, unless that date is extended by the City Council.

**1.5 Removal of Property.** Upon expiration of the License granted herein, whether by lapse of time, by agreement between the Licensee and the City, or by revocation or forfeiture, the Licensee shall promptly and at its own expense remove from the Storage Areas and adjacent areas any and all of its property, to include all construction materials, equipment, trash and debris.

**1.6 Contractors and Subcontractors.** Licensee may utilize contractors and subcontractors to perform activities authorized by this License. However, the Licensee shall

remain solely responsible to the City for the acts or omissions or damages of its contractors and subcontractors.

**ARTICLE 2.  
OTHER LICENSES**

Nothing in this Agreement shall relieve the Licensee of the obligation to obtain such City business and other licenses and permits as are then required for using this License, occupying City-owned property, constructing the Line or otherwise conducting activities within the City of Wells. This paragraph shall not be interpreted as a waiver of Licensees' right to challenge a City licensing or permitting requirement through the appropriate legal process.

**ARTICLE 3.  
TERM, RENEWAL AND FEE**

The license granted to licensee shall be for that period of time between \_\_\_\_\_, 2024 through \_\_\_\_\_. The foregoing period or any extension thereof is herein referred to as the "Term." The License granted herein may only be renewed upon the approval of the City Council. The City Council, in its discretion, may decide not to renew this Agreement at any time prior to the end of the Term, in which event this Agreement shall terminate at the end of the Term.

The licensee must pay a monthly license fee in the amount of THREE THOUSAND DOLLARS and 00/100 (\$3,000.00) per month for costs associated with this License to the City. City may revoke the License for failure to pay the License fee within five (5) days of the due date, without further notice.

**ARTICLE 4.  
USE OF CITY RIGHTS-OF-WAY**

**4.1 Licensee's Right to Use the City Rights-of-Way.** During the Term, Licensee may use the City's rights-of-way in the vicinity of the Construction Site and Storage Areas to transport construction materials in connection with the construction of the Line subject to the conditions set forth in this Agreement and any other applicable Wells City Code requirements, to include any amendments thereto after the Effective Date.

**4.2 Location to Minimize Interference.** Notwithstanding the foregoing Section 4.1, all equipment, building supplies, and or items related to the activities at the Construction Site and other property of the Licensee shall be delivered and located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property, including use and occupancy by others, and shall reasonably avoid interference with the rights of owners of private property that abuts any of the streets, alleys, rights-of-way immediately adjacent to or near the Storage Areas. Licensee must cooperate with the City and other users of public property, and coordinate activities and schedules to minimize public inconvenience, disruption or damages.

## **ARTICLE 5. SEVERABILITY**

**5.1 Severability.** If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

## **ARTICLE 6. GENERAL PROVISIONS**

**6.1 Binding Agreement.** The parties represent that (a) when executed by their respective representatives, this Agreement shall constitute a binding obligation of the parties; and (b) each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements needed to enter into this Agreement.

**6.2 Governing Law.** This Agreement shall be interpreted pursuant to Nevada law.

**6.3 Interpretation of Agreement.** If any provision of this Agreement shall be held or declared to be void, invalid or illegal, for any reason, by any court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, paragraph, section or part of this Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and article headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**6.4 No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

**6.5 Entire Agreement and Amendments.** This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained or incorporated herein, save and except any ordinance or other action of the Wells City Council in furtherance hereof, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing, and signed by both Licensee and the City, and approved by the City Council if so required. This Agreement replaces and supersedes any existing contract between the City and Licensee pertaining to the subject matter hereof.

**6.6 Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

**6.7 Jurisdiction and Venue.** Jurisdiction and venue for any disputes arising under this Agreement shall be in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

**6.8 Notices.** Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if the said notice is in writing and is personally served or is deposited in the mail in a properly stamped envelope to be delivered by certified mail, return receipt requested, addressed as follows:

If to the City:

City of Wells  
Attention: City Manager  
P.O. Box 366  
Wells, Nevada 89835

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either party. Notice of any such change in address shall be directed to the other party in writing by certified mail, return receipt requested.

**6.9 Civil Action.** The Wells City Council may enforce the terms and conditions of this Agreement through a civil action seeking legal and/or equitable relief.

**6.10 Revocation of Termination of License.** The Wells City Council may condition, suspend, revoke or terminate the License or any other rights granted hereunder, without limitation but subject to applicable law, for any breach of this Agreement, to include a violation of any statute, regulation, ordinance, rule or other requirement incorporated herein by reference, such as, without limitation, any of the acts or omissions that violate applicable provisions of the Wells City Code or any amendments thereto.

**6.11 Waivers.** One or more waivers of any covenant, agreement or condition of default regarding provisions of this Agreement by either the City or Licensee shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce every provision.

**6.12 Rights, Remedies and Benefits Cumulative.** The rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits allowed by law.

**6.13 Attorney's Fees and Costs.** The prevailing party shall be entitled to an award of attorney's fees and costs in a civil action initiated by either party to enforce or interpret the provisions of this Agreement.

**6.14 Severance; Compliance.** In the event any term, condition, or provision of this Agreement is found to be unenforceable, void, or contrary to applicable law, such provision shall be deemed severed from the Agreement. However, the remaining provisions of this Agreement shall remain valid, binding, and fully enforceable to the extent permitted by law. In performing their respective obligations under this Agreement, the parties shall comply with all applicable Federal and State statutory and regulatory requirements to the extent applicable.

**6.15 Hold Harmless and Indemnity.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend, release and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses, including all attorney fees and court costs arising out of, resulting from, or in any manner relating to the activities of Licensee pursuant to this Agreement, or arising from claims brought by third parties in relation to the activities of Licensee pursuant to this Agreement, the foregoing obligations of Licensee to include the acts or omissions of Licensee's officers, employees, representatives, vendors and suppliers, invitees, contractors, subcontractors and agents.

*[SIGNATURE PAGE(S) FOLLOWING]*



CITY OF WELLS

By: \_\_\_\_\_  
GARY POLLOCK, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**WILSON UTILITY CONSTRUCTION  
COMPANY**, an Oregon Corporation, and  
registered to do business with the Nevada  
Corporation as a Nevada Foreign  
Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_