



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 22, 2024, in the Council Chambers of Wells City Hall, 525 Sixth Street, Wells, Nevada
Beginning at 7:00 P.M.

Attached to 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 on 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.

A handwritten signature in blue ink, appearing to read "Jason Pengelly", is written over a horizontal line.

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 22, 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. Nancy Abrams to give updates on Intermountain Wells Clinic and Classic (Med X AirOne).
FOR DISCUSSION ONLY
7. Discussion and possible action to approve or deny the Revocable License Agreement for food trucks. **FOR POSSIBLE ACTION**
8. Staff to present livestreaming options for City Council Meetings and other matters pertaining thereto. **FOR DISCUSSION ONLY**
9. Claims Committee Report and possible action to approve financial statement.
FOR POSSIBLE ACTION

10. 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.

11. Staff reports

This time is devoted to comments by city Staff for general information or updates purpose. No action may be 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

12. 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.

13. Adjournment

**MINUTES OF WELLS CITY COUNCIL
MEETING OF OCTOBER 8, 2024**

CALL TO ORDER

Date: Tuesday, October 8, 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: Gary Pollock, Mayor

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: Jason Pengelly, City Manager
Patti Zander, Deputy Clerk

PLEDGE OF ALLEGIANCE

Mayor Pollock led everyone in the Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Micheli made a motion to approve the meeting minutes dated September 24, 2024.
Savedra provided the second and the motion passed unanimously.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

**DISCUSSION AND POSSIBLE ACTION TO APPROVE PLAT MAP
SUBMITTED BY HIGH DESERT ENGINEERING FOR PARCEL NUMBER
002-830-002, MUCHO MULA LLC**

Pengelly stated this parcel is directly south of the Hampton Hotel. The owner, Wilde Brough, is taking a twenty-acre parcel, parcel number one on the map, and splitting it to make two parcels. Commercial developers are looking at it and it is being split because it is easier to sell a smaller parcel. This parcel is surrounded by the county and the only jurisdiction the city has is Cobre Street. Access to this parcel will be from Alazon Lane which has a sixty-foot easement and is a county road. U S 93 south from parcel number two will also eventually have access. There will be access from Cobre as needed when a business is developed on this lot. Pengelly has worked with High Deseret and Brough to make sure there are easements for water and sewer. Savedra made a motion to approve the plat map submitted by High Desert Engineering for parcel number 002-830-002 Mucho Mula LLC. Micheli provided the second and the motion passed unanimously.

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 APN'S 002-821-001, 002-821-002 AND 002-821-003 AND RELATED MATTERS THERETO

Pengelly stated Wilson Utility Construction Company is building a high voltage transmission line from Idaho into Ely then on to Las Vegas and California. Wilson is securing lay down yards in various areas of Nevada. This will be like how it was when the pipeline was here years ago. Wilson will pay \$200 an acre, \$3,000 a month. This property will be cleared of all brush, graveled, and electricity, water and sewer put in. The contract will be for May 1, 2025 through April 30, 2027. Goolsby made a motion to approve the 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 APN's 002-821-001, 002-821-002 and 002-821-003 and related matters thereto. DelRio provided the second and the motion passed unanimously.

CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS

Goolsby made a motion to approve the check register dated September 1, 2024 through September 30, 2024 in the amount of \$66,556.27. DelRio provided the second and the motion passed unanimously. DelRio made a motion to approve the Warrant Register dated September 26, 2024 through October 8, 2024 in the amount of \$141,218.83. Savedra provided the second and the motion passed unanimously.

COUNCILMEN'S REPORTS

Savedra wanted everyone to know that the Wells Drama Club will be selling wreaths for a fundraiser for Christmas and encouraged everyone to support them because these are

nice wreaths. Savedra thanked Pengelly for the quick response in getting the water shut off when they had a broken pipe on the weekend in their house as they were out of town.

DelRio wanted to thank everyone for their help in a successful homecoming parade and bonfire. There are a lot of things that happen behind the scenes, thankless things that the city and fire department do for the kids to have a great time. DelRio also wanted to thank Goolsby, the City of Wells and Wells Rural Electric for helping with one of the first homecoming parades in twenty years. It was a small procession that was a success but hope to have more community participation next year. DelRio would like to see a list of how much the city is giving back, the little things being done behind the scenes. This goes unrecognized and would like to have that on record.

Goolsby stated that the Wells Family Resource Center is going to have the Wells Fun Shoot. This is a fundraiser that has been done for several years that benefits different organizations. The Wells Resource Center will benefit from all the proceeds this year. This will be Saturday, November 9, 2024 from 8 a.m. to 4 p.m. at the Wells Trap Range and will be a clay shoot. There will be bingo, hot dogs, chili and hamburgers. Mike Escamilla will be helping with the clay shoot. Goolsby asked if maybe a couple more sani-huts could be put out there for this event as well as more garbage containers.

Pollock announced the Wells Clinic Health fair will be put on by Intermountain Health on October 22nd and 23rd from 3 p.m. to 7 p.m. Pollock encouraged the community to attend. There will be health screenings, flu shots, height, weight and waist circumference, body fat analysis, grip strength tests, blood pressure checks, diabetes assessment, mental health assessment and interactive displays of sugar and fat and spinning wheel fun for the kids. Intermountain Health is a great asset to our community and Pollock encouraged the community to support this event.

STAFF REPORTS

Pengelly mentioned that the three CDBG grant projects that had been discussed at previous meetings were submitted today to check for eligibility. One was the Shoshone Avenue project, phase two for curb, gutter, and sidewalk. According to the engineers' estimate, to finish that project next year, it will cost \$661,573.45 to go all the way to I 80 on both sides.

Pengelly contacted four different contractors, with one contractor coming out, for a quote on the old senior center for a metal roof and metal siding at a cost of \$108,000.

The old, blighted buildings had also been discussed including the Sage Motel which is in probate. Pengelly discussed with the daughter about that building being donated to the city as a tax right off which the family had discussed. If the city can get a building for \$1.00 and tear it down, it is opening space to build and cleaning up the city. Pengelly is still trying to reach the owner of the Burger Bar regarding the same thing.

CITIZENS TO ADDRESS THE COUNCIL

Minutes of Wells City Council
Meeting of October 8, 2024

Wilde Brough wanted to thank everyone who has been involved in this project.

ADJOURNMENT

The meeting was adjourned at 7:28 p.m.

GARY POLLOCK, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

REVOCABLE LICENSE AGREEMENT
(Food Truck)

Date of Meeting 10-22-24

This revocable license agreement ("Agreement") sets out the terms and conditions under which you ("Licensee") may occupy and use the Food Trucks Parking Areas owned by the City of Wells, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City").

Licensee/Operating Name:		
Licensee Representative:		
Licensee Address:		
Licensee Phone Number:		
Licensee Email:		
Licensee Food Truck	Make:	
	Model:	
	Year:	
	Color:	
	License Plate:	

NOW THEREFORE for the mutual benefits derived by the parties from this Agreement, the receipt and sufficiency of which is agreed and acknowledged by the parties, the parties agree as follows:

1. Definitions and Schedules

- a. Definitions: In this Agreement:
 - i. "Food Truck" means the food truck of the Licensee that is identified in the above chart for the purposes of providing food and beverage services; and
 - ii. "Food Trucks Parking Areas" means the food trucks parking areas identified on each of the schedules to this Agreement, and "Food Trucks Parking Area" means any one of them.
- b. Schedule: The following schedules are attached to and form part of this Agreement:
 - i. Schedule "A" – Wells Airport

2. Non-Exclusive License of Food Trucks Parking Areas and Term

- a. **Non-Exclusive License:** Provided the Licensee complies with the terms of this Agreement, the City grants to the Licensee the non-exclusive right to access and use the

Food Trucks Parking Areas on the terms set out in this Agreement.

- b. **Fee:** The Licensee must pay a non-refundable monthly license fee in the amount of \$ 125.00 to the City upon execution of this Agreement. There shall not be any proration for monthly use.
 - c. **Term:** The term of this Agreement commences as of the date of the signature of the City on this Agreement and renews monthly, unless terminated earlier pursuant to this Agreement.
 - d. **Exclusions:** The use of the Food Truck Parking Areas is not permitted during any special events hosted by the City, upon 30 days' notice to Licensee by the City.
 - e. **"As is":** The Food Trucks Parking Areas are accessed and used by the Licensee on a strictly "as is" and "where is" basis, at its own risk, with all faults and imperfections whatsoever.
3. **Notices:** Notices or other correspondence between the parties must be addressed to the contact information appearing above. A party may change its contact information by notifying the other party in writing of the change.
4. **Use of Food Trucks Parking Areas**
- a. **Use:** The Licensee must use the Food Trucks Parking Areas only for the purposes of operating the Food Truck. For clarity the Licensee may only access and use one Food Trucks Parking Area at a time on any day of the term of this Agreement.
 - b. **Multiple Licensees:** The Licensee acknowledges that more than one food truck may occupy a Food Trucks Parking Area at the same time. The Licensee must access and use the Food Trucks Parking Areas in a manner that is courteous to such other food trucks, that maintains the distances between food trucks as required by this Agreement, and that allows for the maximum number of food trucks to occupy a Food Trucks Parking Area at the same time in accordance with this Agreement, parking and availability is not guaranteed.
 - c. **Operating Hours:** The Licensee must use the Food Trucks Parking Areas only during the operating hours of for such Food Trucks Parking Areas as identified on the schedules to this Agreement. Additional hours may be considered upon request by the Licensee and at the sole discretion of the City. **The Licensee must comply with the special conditions within the respective schedules forming part of the License Agreement. There is no guarantee of availability.**
 - d. **Condition of Food Trucks Parking Areas:** While accessing and using a Food Trucks Parking Area the Licensee must ensure such Food Trucks Parking Area is kept in a clean and tidy condition. When leaving a Food Trucks Parking Area, the Licensee must ensure that such Food Trucks Parking Area is in a clean and tidy condition, that it is free of debris, and that it is restored to the condition it was in immediately before the Licensee commenced its use of that Food Trucks Parking Area on that same day.
 - e. **Refuse:** While using a Food Trucks Parking Area, the Licensee must provide refuse receptacles for all customers to discard any waste from the product sold. The Licensee must collect and dispose of any refuse produced directly or indirectly by the Licensee's use of the Food Trucks Parking Area and shall take such refuse away for disposal when leaving such Food Trucks Parking Area.
 - f. **No Fixtures or Improvements:** The Licensee will not install any fixtures or

improvements at the Food Trucks Parking Areas.

- g. **Copy of Agreement in Food Truck:** While accessing and using a Food Trucks Parking Area the Licensee must ensure that a paper or electronic copy of this Agreement is kept within the Food Truck and must be presented upon request to any City employees or officials. Failure to provide this Agreement will result in the removal from the Food Trucks Parking Area.
- h. **Hazardous Material:** The Licensee must not bring into the Food Trucks Parking Areas any material, substance, equipment, container or object which may endanger the life of or cause bodily injury to any person or which may cause damage to any property.
- i. **Compliance:** The Licensee must ensure that its use of the Food Trucks Parking Areas complies with all applicable State, County, and City laws, and the Licensee must comply with any directions from the city with respect to the Licensee's use of the Food Trucks Parking Areas. Without limiting the generality of the foregoing, when applicable the Licensee must have a current and valid permits and licenses, including, but not limited to, food handling and business. The Licensee will abide by all applicable health safety recommendations, directives, and orders from the relevant authorities. Without limiting the generality of the foregoing, the Licensee will ensure that it and any person for whom the Licensee is legally responsible do not attend at the Food Trucks Parking Area if doing so would be inconsistent with health safety recommendations, directives, or orders from therefrom.

5. **Damage**

The Licensee is responsible for any damage to the Food Trucks Parking Areas caused by the Licensee, a guest or invitee of the Licensee, or any other person for whom the Licensee is legally responsible.

6. **Destruction**

If any of the Food Trucks Parking Areas are destroyed or rendered unusable in the opinion of the City during the term of this Agreement that makes the fulfillment of this Agreement impossible, then such Food Trucks Parking Area(s) are removed from this Agreement and the Licensee waives the right to any claims against the City.

7. **Default and Termination**

- a. Either party may terminate this Agreement by providing 5 days written notice of termination to the other party.
- b. If the Licensee fails to fulfil the term of this Agreement, the City may notify the Licensee in writing of the breach and require the Licensee to remedy the breach within 5 days of receiving the notice. If the Licensee fails to remedy the breach within the time specified, the City may, upon written notice to the Licensee, immediately terminate this Agreement.
- c. In addition to its rights in the sections above, the City may immediately terminate this Agreement upon written notice if any one or more of the following events occur:
 - i. the Licensee goes bankrupt or makes assignment in bankruptcy, whether voluntary or involuntary, for the benefit of its creditors;
 - ii. if the Licensee does not have current business licenses;
 - iii. the city determines that the use of the Food Trucks Parking Areas by the Licensee is

not or may not be in conformance with health safety recommendations, directives, or orders, or is otherwise not advisable in order to ensure health and safety of all persons.

8. Insurance

- a. The Licensee must, at its sole cost and expense and with insurers permitted to conduct insurance business in the City of Wells, take out and keep in full force and effect, commercial general liability insurance on a per occurrence basis for third party bodily injury, personal injury, and property damage, to an all-inclusive limit of not less than \$2,000,000.00 per occurrence. Such policy must include:
 - i. the city, including its elected officials, officers, employees, and agents, named as additional insured as their interest may appear;
 - ii. cross-liability or severability of interests clause;
 - iii. waiver of any subrogation rights which the Licensee's insurer may have against the City or any person with a leasehold interest in any Food Trucks Parking Area;
 - iv. 30 day written notice to the city of cancellation or termination; and
 - v. Clause stating that the Licensee's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the City or any person with a leasehold interest in any Food Trucks Parking Area.
- b. Upon request by the City, the Licensee shall provide a certificate of insurance evidencing the insurance required by this Agreement to the satisfaction of the City.
- c. Obtaining the insurance required by this Agreement in no way limits or restricts the liability of the Licensee under this Agreement.

9. 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.

This section shall survive the expiration or termination of this Agreement.

10. Assignment

The Licensee must not assign this Agreement or any rights or sublicense under this Agreement or share all or any part of the Food Trucks Parking Areas without the prior written approval from the City. This Agreement is binding upon the Licensee and any permitted assignees.

10. General Provisions

10.1 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.

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

10.3 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.

10.4 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.

10.5 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.

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

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

10.14 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.

<p>CITY OF WELLS</p> <p>By: _____ GARY POLLOCK, Mayor</p> <p>ATTEST: By: _____ City Clerk</p>	<p>LICENSEE: _____</p> <p>By: _____</p> <p>Print: _____</p> <p>Its: _____</p>
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