



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, November 26, 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

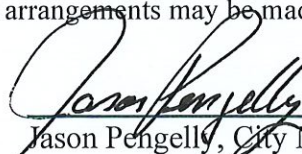
Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

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 in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, and 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

NOTICE TO PERSONS WITH DISABILITIES

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


Jason Pengelly, City Manager

TEL 775.752.3355

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, NOVEMBER 26, 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 cancel second council meeting on December 24, 2024. **FOR POSSIBLE ACTION**
7. Discussion and possible action to close all City of Wells operations on December 26, 2024. All employees will be expected to use vacation, floating holiday, or personal day. **FOR POSSIBLE ACTION**
8. Discussion and review of golf course revenue and expenditures for November 1, 2023 through October 31, 2024. **FOR DISCUSSION ONLY**
9. Discussion, review, and possible action to accept Letter of Intent and approve final lease contract with the Wells Family Resource Center for pre-school operations at 213 1st Street for the City of Wells. **FOR POSSIBLE ACTION**

10. Claims Committee Report and possible action to approve financial statement.
FOR POSSIBLE ACTION

11. 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.

12. 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

13. 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.

14. Adjournment

**MINUTES OF WELLS CITY COUNCIL
MEETING OF NOVEMBER 12, 2024**

CALL TO ORDER

Date: Tuesday, November 12, 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
Laura Moore-DelRio, Councilwoman
Chris Micheli, Councilman
CR Beth Savedra, Councilwoman

Absent: Jonathan Goolsby, Vice-Mayor

Quorum: Yes

Staff Present: Samantha Nance, City Clerk
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

Savedra made a motion to approve the meeting minutes dated October 22, 2024. Micheli provided the second and the motion passed unanimously.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

**DISCUSSION AND POSSIBLE ACTION TO APPROVE OR DENY SPECIAL
EVENTS LIQUOR LICENSE FOR BUCKAROO BOUTIQUE AND CRAFTY
CORNER FOR EVENTS ON NOVEMBER 22, 2024, NOVEMBER 30, 2024 AND
DECEMBER 5, 2024**

Savedra stated this has been approved for previous events for these businesses and there have never been any problems. DelRio made a motion to approve the special events liquor license for Buckaroo Boutique and Crafty Corner for events on November 22, 2024, November 30, 2024 and December 5, 2024. Savedra provided the second and the motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROCLAMATION DECLARING NOVEMBER 30, 2024, SMALL BUSINESS SATURDAY

Mayor Pollock read the proclamation. Micheli made a motion to approve the proclamation declaring November 30, 2024, Small Business Saturday. Savedra provided the second and the motion passed unanimously.

ACTION TO CANVASS RETURNS AND DECLARE THE RESULTS OF THE WELLS CITY 2024 GENERAL ELECTION

Pollock stated that the council must declare the results within ten days after the election. Elko County also has ten days to finalize their results. The official results were received after 5 p.m. from the county. Savedra made a motion to canvass the returns and declare the results of the Wells City 2024 general election. DelRio provided the second and the motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO IDENTIFY AND PRIORITIZE PROJECTS ELIGIBLE FOR UPCOMING CDBG CYCLE AND DIRECT STAFF TO DRAFT GRANT APPLICATION(S)

Pengelly began that the Shoshone sidewalk completion and a new roof and siding on the old senior center were submitted and were approved as eligible projects from CDBG. The council needs to decide what project would be a priority. Pollock thought if the resource center wanted to move the pre-school in the next 12 months, the old senior center might be the priority. Nance stated in talking with Valerie Boyer, Boyer stated the intent was to move this coming summer. Pengelly stated there is a chance both grants could be awarded. Pengelly added that if the resource center chose to move into the building earlier, it is usable now. The siding and roof don't need to be done for them to be able to move in. Pollock stated there is probably a big difference in the cost for both. Pengelly stated an estimate he received a while ago for the siding and the roof was around \$116,000. The city would have to go out to bid and the price could change.

Completing the Shoshone Project is around \$630,000. Nance stated the Shoshone Project could be the priority with the old senior center the second choice. If the grant wasn't awarded for the old senior center, it would be around budget time and that is something that could be worked into the budget through the capital improvement fund because it is our building. Pengelly added it could be budgeted over a two-year period. Savedra asked if everything done so far on the Shoshone Project had been paid for and was told yes. Pengelly stated this would be to finish up to I 80, around 3 ½ blocks. That estimate could change as well.

Pollock stated that CDBG likes to see projects completed and if the old senior center is suitable now, completing the Shoshone Project probably should be the priority. Micheli would like to see one project completed before starting on another one and feels the people on Shoshone feel the same way. Pengelly stated it would be ideal to receive grants for both projects. DelRio thinks Shoshone should be finished first and the old senior center second. DelRio made a motion to prioritize finishing the Shoshone Project first and the old senior center project second for the CDBG cycle for grant applications. Savedra provided the second and the motion passed unanimously.

CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS

DelRio made a motion to approve the check register dated October 1, 2024 through October 31, 2024 in the amount of \$33,446.87. Savedra provided the second and the motion passed unanimously. DelRio made a motion to approve the Warrant Register dated October 24, 2024 through November 12, 2024 in the amount of \$437,225.02. Savedra provided the second and the motion passed unanimously.

COUNCILMEN'S REPORTS

Savedra attended the NNRDA meeting on October 23, 2024. At that meeting, it was decided not to endorse any political candidate as a board as Burt Gurr had requested. Launch Rural Nevada was brought up which is where young entrepreneurs come in and show their business expertise or ideas. Savedra hopes to find out how that went at the next meeting. Savedra attended the Elko County School District meeting that was held in Wells on November 5, 2024. Savedra went to the clinic for a vaccination and encouraged the public to utilize our local clinic. The capital improvement planning committee meeting will be on the 20th.

DelRio also attended the school board meeting last week. Not a lot of the community attending those meetings and local attendance is needed. Decisions are being made about our children every month that. One of the decisions made was about graduation requirements. A lot of the teachers don't even know what these requirements are. Savedra mentioned that the dates have been changed for the school board meetings, so they don't conflict with the city council meetings now.

STAFF REPORTS

Pengelly began that the move to the new senior center started today so the senior center is closed. Public Works and the honor camp helped move the heavy stuff. The goal is to open back up in the new building on the 18th. It is nice to have that project complete and get moved in. A grand opening will be held when all schedules can be figured out.

The Shoshone Avenue Project needs to be shut down and made safe for the winter. A lot of the radiuses will be under water this year because the valley gutters aren't complete.

There are three more spand rules to pour that will hopefully get done this week. Element Construction will be back in early spring.

Rural cities rely on Nevada Rural Water for water operator and sewer operator training. Nevada Rural Water was disbanded for an unknown reason six or eight months ago. National Rural Water contacted Pengelly and asked if he wanted to be on the steering committee to bring it back into Nevada and get it going again. Pengelly is interested in helping that happen. As long as Pengelly has been with the city, employees have gotten scholarships every year and never had to pay for any of that training. Pengelly was asked if he wanted to serve on the board but will wait and see how things go.

Pengelly wanted to thank the men and women of the volunteer fire department for the time put in helping our community. The city relies on volunteers who aren't paid for the time put in. The surrounding areas always offer support when needed as well as Med X. Anyone interested in being a volunteer in the fire department can contact someone in the fire department.

CITIZENS TO ADDRESS THE COUNCIL

Richard Peltier stated he is the captain of the Wells Volunteer Fire Department. Peltier mentioned the devastating fire in town Sunday morning and wanted to thank all the volunteers that arrived at that fire. Peltier wanted to thank Pengelly for coming down and providing coffee and food that day as it was a fourteen-hour day. Two volunteers came out of Jackpot, two out of Elko, one from Metropolis and one out of Clover Valley with a good response time. When the fire department arrived, the house was fully engulfed. Peltier has had a few people contact him about joining the fire department. There are seven members of the fire department and five of them showed up for this call. Most of the time there are only two members on the calls which can be very time-consuming. There are a lot of fundraisers going on for the displaced family and they encourage everyone to help in any way.

ADJOURNMENT

The meeting adjourned at 7:29 p.m.

GARY POLLOCK, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

Minutes of Wells City Council
Meeting of November 12, 2024

Golf Course Income & Expense

November 1, 2023 - October 31, 2024

Agenda Item #8

Date of Meeting 11-26-24

| | Income | Expense | Net |
|---------------------|----------------------|---------------------|---------------------|
| Café | \$ 5,360.10 | \$ 5,472.88 | \$ (112.78) |
| Bar | \$ 31,294.00 | \$ 16,444.84 | \$ 14,849.16 |
| Range | \$ 943.00 | \$ - | \$ 943.00 |
| Pro-Shop | \$ 22,362.00 | \$ 15,281.21 | \$ 7,080.79 |
| Tournament | \$ 6,865.00 | \$ - | \$ 6,865.00 |
| Green Fees | \$ 23,447.00 | \$ - | \$ 23,447.00 |
| Season Passes | \$ 17,589.00 | \$ - | \$ 17,589.00 |
| Cart Rental/Storage | \$ 5,525.00 | \$ - | \$ 5,525.00 |
| Daily Cart Rental | \$ 14,521.00 | \$ - | \$ 14,521.00 |
| Value Pack | \$ 1,193.00 | \$ - | \$ 1,193.00 |
| Facility Fee | \$ 100.00 | \$ - | \$ 100.00 |
| Jr. Golf | \$ 715.00 | \$ - | \$ 715.00 |
| | \$ 129,914.10 | \$ 37,198.93 | \$ 92,715.17 |

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered in this _____ day of _____, 2024, by and between THE CITY OF WELLS, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as “Lessor,” and WELLS FAMILY RESOURCE CENTER, a Nevada non-profit corporation hereinafter referred to as “Lessee,” both hereinafter referred to in the singular, neuter, whether on or more person or entity.

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval of the City of Wells through its Mayor and Board of Councilmen, Lessor does hereby rent, demise, let and lease unto Lessee, the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I
DESCRIPTION OF REAL PROPERTY

Section 1.01 Description. Lessor leases to Lessee that certain real property owned by Lessor, which includes a Community Building in the City of Wells, County of Elko, State of Nevada, Hereinafter referred to as “the Property,” which is located at 213 First Street and is more particularly described as follows:

Lot 17-24 of Block 19 of SECOND ADDITION of the City of Wells, according to the official map thereof, filed in the Office of the County Recorder of Elko County, State of Nevada.

Section 1.02 Term. The term of this lease shall be for a period of four (4) years commencing on the date hereof with the provision for automatic renewal for a period of four (4) additional years.

ARTICLE II
RENT

Section 2.01 Amount. Lessee shall pay a one-time rental in the amount of ONE DOLLAR (\$1.00), to be paid upon the date of execution of this Lease.

Section 2.02 Additional Assessments and Charges. In addition to the rent payable under this Section, Lessee shall pay and discharge promptly as the same become due and payable before delinquency and taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Property, or any part thereof, or any building or improvements thereon, or on or against the leasehold of Lessee, during the term of this Lease.

ARTICLE III
USE OF PROPERTY

Section 3.01 Use. The property may be used by Lessee for the purposes of operating a community center for such purposes which meet the mission statement designated by the Board of Directors of the Wells Family Resource Center including licensed programs such as a Pre-School Program. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of the Lessor to use the Property in any other manner or must get approval for things outside the mission statement.

Section 4.01 Building Construction Improvements and Changes Permitted. Lessee shall have the right to expand the facilities, provided that prior to construction Lessee shall submit to Lessor plans and specifications therefore and obtain Lessor's approval. For any construction, Lessee shall fully comply with all terms and conditions of this lease.

Section 4.02 Compliance with Laws. All construction, work, improvements, and alterations thereto, to the Property by Lessee or its agents, shall be done in a good and workmanlike manner and in full compliance with all applicable local, state, and federal laws, regulations and codes applicable to the uses to which the Property will be put by Lessee. Lessor must give it prior written approval to all plans and specifications prior to the start of construction.

ARTICLE V
REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01 Lessee's Responsibilities. Lessee shall, throughout the term of this Lease, at its own cost, without any expense to Lessor, provide routine maintenance and/or replacement of interior the building, including:

- a. Routine maintenance of the interior walls, including painting.
- b. Wear, tear and replacement of floor coverings.
- c. Routine repair of interior fixtures and improvements.
- d. Landscaping and lawn maintenance.
- e. Heating and cooling systems.
- f. Indoor plumbing
- g. Appliances (refrigerator, stove, etc)

Lessee shall also comply with and abide by all Federal, State, County, Municipal and other governmental statutes, ordinances, laws and regulations affecting the Property, the improvements thereon, or any activity on or in such Property.

Section 5.02 Lessor's Responsibilities. Lessor shall, throughout the term of this Lease, at its own costs, without any expense to Lessee, keep and maintain the exterior of the property, including:

- a. Utility connections to the building including repair or replacement of water or sewer lines outside the building.
- b. Roof
- c. Fencing maintenance
- d. Water Drainage

Lessor shall also be responsible for any non-routine, extraordinary maintenance and repair of the interior of the building such as replacement of heating and cooling system.

ARTICLE VII **COMPLIANCE WITH LAWS/WASTE**

Section 6.01 Applicable Laws. During the term of this Lease, Lessee shall comply with all City, County, State and Federal and other applicable laws affecting the Property, the breach of which might result in penalty or Lessor or forfeiture of Lessor's title to the Property.

Section 6.02 Waste, Nuisance or Unlawful Activities. Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property or use or allow the Property to be used for any unlawful purpose.

ARTICLE VII **UTILITIES**

Section 7.01 Payment by Lessee. Lessee shall pay for all utilities in connection with the Property, including, but not limited to, telephone, electricity, internet, etc.

Section 7.02 Payment by Lessor. Lessor shall pay for all water, sewer, and sanitation services associated with the property.

ARTICLE VIII **LIENS**

Section 8.01 Prohibition against Liens. Lessee shall keep the fee state of the property free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE IX **INDEMNIFICATION OF LESSOR**

Section 9.01 Indemnification of City of Wells. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Wells, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all risk and liability of the operation of their business hereunder.

Section 9.02 Insurance Liability. Lessor shall maintain this property under their current liability insurance to protect Lessee and Lessor against liability damage claims through public use or arising out of accident occurring in or around the property. Lessee shall also carry appropriate insurance for programs and services provided.

Section 9.03 Adjustment of Coverage. In the event that the limits of the personal injury or property damage public liability insurance then carried not be sufficient to provide adequate protection for Lessor, the parties shall endeavor to agree on the proper and reasonable limits for such insurance. If the parties cannot so agree on the proper and reasonable limits for said insurance, parties shall within thirty (30) days of not reaching an agreement on insurance limits select an impartial third person to determine the proper and reasonable limits for the insurance which shall be binding upon the parties and such insurance shall be carried with the limits as thus determined. The expenses for such determination shall be borne equally by the parties.

Section 9.04 Cost of Insurance deemed additional rental. The cost of insurance required to be carried by Lessee in this Section shall be deemed to be additional rental hereunder.

ARTICLE X **ASSIGNMENT AND SUB-LETTING**

Section 10.01 Restrictions. Upon the written approval of the Lessor, Lessee may sublease or assign a part or all of the property to another community group or public service organization. In the event an assignment or sublease is granted by Lessee, each such assignment or sublease shall incorporate fully all the terms of this Lease and Lessee shall remain responsible to Lessor for all of the terms of this Lease.

ARTICLE XI **INGRESS AND EGRESS**

Section 11.01 Rights Reserved to Lessor. Lessor further reserves the right to itself and its assigns to enter upon the Property for the purpose of construction, maintaining, and repairing any rights-of-way and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

ARTICLE XII **DEFAULT**

Section 12.01 Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms, or conditions herein contained on the Lessee's part to be observed kept or performed, and such default shall continue for a period of forty-five (45) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the following cumulative default remedies on written notice to Lessee:

- a. To terminate this Lease and forfeit all rights of Lessee hereunder
- b. To terminate this Lease and sue Lessee for all damages caused by such default or breach.

- c. To immediately enter the property and take possession thereof with or without process of law and to remove all personal property from the property and all persons occupying the property and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the property and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the property for any damage causes or sustained by reason of such entry on the property or such removal of such persons or property therefrom.

ARTICLE XIII
LESSEE'S OPTION TO TERMINATE LEASE

Section 13.01 Option. Lessee and either party shall have the right, by notice to Lessor give at least one hundred twenty-six days prior to the surrender effective date, to terminate this Lease and surrender its leasehold interest hereunder to Lessor.

ARTICLE XIV
CONDITION OR PROPERTY ON TERMINATION

Section 14.01 Responsibilities of Lessee. On termination of this Lease for any cause, or upon the natural expiration of this Lease, Lessee must, at Lessee's sole expense, forthwith restore the premises to its original condition, reasonable wear and tear and approved additions or alterations excepted.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.01 Waiver. The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision thereof herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 15.02 Inspection. Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Property to any and all reasonable times during the term hereof for the purpose of informing itself as to the compliance or noncompliance by Lessee of the terms, covenants, and conditions of this Lease to be kept upon its part.

Section 15.03 Miscellaneous Costs. Lessee agrees to pay for all labor and material in connection with the construction of any building or improvements. Social Security and old age benefits, Nevada Industrial Insurance and Occupational Disease Coverage and for any and all such obligations or bills incurred during the term of this Lease. Upon the termination of this Lease, Lessee will discharge, pay and satisfy all bills and debts incurred by Lessee, to the end that there is no responsibility or liability imposed upon Lessor.

Section 15.04 Notices. Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: City of Wells
PO Box 366
Wells, NV 89835

Lessee: Wells Family Resource Center
PO Box 773
Wells, NV 89835

Such addresses may be changed from time to time by notice given hereunder.

Section 15.05 Binding Effect. This Lease shall be binding upon, and inure to the benefit of, and shall apply to respective heirs, personal representatives, successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of Lessor and Lessee without specific mention of successors and assigns.

Section 15.06 Time of Essence. Time is of the essence of this Lease and all its provisions.

Section 15.07 Attorney Fees. In the event of litigation, the prevailing party shall recover reasonable attorney's fees and expenses, together with costs of suit.

Section 15.08 Captions. The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as limitation on the scope of the particular paragraph to which they refer.

Section 15.09 Title Enjoyment. Lessor covenants that Lessor is the owner of the within described Property in fee simple and has full right to make this Lease.

Section 15.10 Quiet Environment. Lessee shall have the quiet and peaceable possession of the property during the term hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

Lessor:
CITY OF WELLS
a Municipal Corporation

Lessee:
WELLS FAMILY RESOURCE CENTER
a Nevada Non-Profit Corporation

By: _____
Gary Pollock, Mayor

By: _____
President

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS AND NEIGHBORHOOD COUNCIL
WELLS FAMILY RESOURCE AND CULTURAL CENTER**

August 26, 2024

The regularly scheduled meeting of the Board of Directors of the Wells Family Resource and Cultural Center was held in Wells, Nevada on Monday August 26, 2024, called to order 4:53 pm. The meeting was called to order by John Goolsby.

Directors present: Selina Aguilar, Jami Pollock, Cindy Fuller, John Goolsby, Anne Battenfeld and Tessa Morgan were present. Director Valerie Boyer was present.

Board Minutes- Cindy made a motion to approve July board minutes. Tessa second and the motion passed.

Treasurer's Report and financial discussion- Selina made a motion to approve June and July treasurers report. Cindy second and motion passes

Public Comment

Non-Actions

Wells Fun Shoot Fundraiser:

Mike Escamilla asked if WFRC would like to host this fundraiser. He basically will do all the work, some WFRC, and all the money (minus the cost for the turkeys) that is made will go to WFRC

Adding Additional Board Members:

Morgan Naveran- treasurer?, Thaysha Grooves, Jennifer Rodriguez

Other Discussion:

Possible Action Items

Yearly Review of pay increases-

Hourly employees are subject for a potential raise on this hire anniversary.

Salary employees are subject for a potential raise in July every year.

Tessa made a motion for Natasha to get the LEAD Teacher increase to \$14.00/ hour. Selina second and motion passes.

We do need to add a maternity leave and/or leaving for any reason, if leave goes longer than 6 months, your return date will be your new hire date.

Finance Manager Opening:

Figure out a job description, role and tasks.

Senior Center:

Tessa made a motion to accept the city's offer for the old Senior Center for our preschool when they move into their new facility. Selina seconds, no objections and the motion passed.

Tree Festival:

December 9- December 13

Christmas Break Closure:

Dec 23- Jan 3 2025

Closures/Fridays:

After much discussion, the board decided nothing needs to be done with adjustments.

Other Discussion:

Program Director's Report:

Building/Playground Projects

Car Show- skip for this year, maybe do something else since we will need to pay \$25 and get all the station set ups.

Classroom Update:

Total : 17 Enrolled

Little Learners: 6, Early Steps: 7 (6 NV Ready), Leopard Cubs: 17 (11 NV Ready)

Other:

Staffing

Jackie- FT Early Steps Lead, Natasha- FT Little Learners Lead, Briana- FT Leopard Cubs Lead, Jenny- FT Leopard Cubs Assistant, Jessica Figueroa- PT Leopard Cubs Assistant, Kelly Dahl- PT for now.

Family Advocate- Posted/vacant/Interviews Held

Other Discussion- None

Executive Meeting- None

Next Meeting

Sept. 23, 2024 4:45pm

Meeting was adjourned at 7:20 PM on a motion by Tessa, seconded by Selina and motion passes.

John Goolsby, President

To Whom It May Concern,

The Wells Family Resource Center is pleased to announce its acquisition of the former Senior Center located at 213 1st Street. The primary aim of this transition is to relocate our preschool program to this new facility. Currently, our preschool operates from a small trailer managed by the Elko County School District, situated a few blocks away. The new location will provide a more centralized environment for our classrooms and enhance our capacity to serve preschool-aged children. We anticipate commencing operations in the new facility in August 2025, contingent upon state licensing approvals, necessary building updates, and appropriate setup.

Additionally, the Wells Family Resource Center will assume responsibility for the Food Bank, which is currently operated by the City of Wells, as part of the transition to the Senior Center building. This initiative aligns with our role of the Case Manager/Family Advocate, aiming to better assist the community in addressing its needs. The Wells Family Resource Center intends to participate in Food Bank operations starting in January 2025 to facilitate a smooth learning and transition process. We aim to fully assume control of the Food Bank by March 2025, working collaboratively with the City of Wells to manage the USDA requirements and operational needs associated with this program.

Valerie Boyer,

WFRC Director

11/19/2024

Wells Family Resource Center

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