



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, December 10, 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

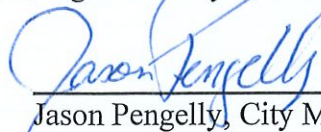
Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

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, DECEMBER 10, 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. Presentation of the fiscal year 2023-2024 Audit by Eide Bailly. Review, discussion, and possible approval of Financial Report. **FOR POSSIBLE ACTION**
7. **DISCUSSION, REVIEW AND POSSIBLE ACTION TO 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**
8. Discussion and possible action to approve Resolution 24-10, **RESOLUTION FINDING IT IN THE BEST INTEREST OF THE PUBLIC TO LEASE CITY OWNED REAL PROPERTY WITHOUT OFFERING THE PROPERTY FOR SALE TO THE PUBLIC AND FOR LESS THAN FAIR MARKET VALUE. FOR POSSIBLE ACTION**

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 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

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 NOVEMBER 26, 2024**

CALL TO ORDER

Date: Tuesday, November 26, 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: 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

Micheli made a motion to approve the meeting minutes dated November 12, 2024.
Savedra provided the second and the motion passed unanimously.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

**DISCUSSION AND POSSIBLE ACTION TO CANCEL SECOND COUNCIL
MEETING ON DECEMBER 24, 2024**

DelRio made a motion to cancel the second city council meeting on December 24, 2024. Goolsby provided the second and the motion passed unanimously.

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

DelRio made a motion to close all City of Wells operations on December 26, 2024. Savedra provided the second and the motion passed unanimously.

DISCUSSION AND REVIEW OF GOLF COURSE REVENUE AND EXPENDITURES FOR NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2024

Cameron Huff stated it was a good year and a busy year. Pengelly stated the café is the only part of the golf course that loses money and asked Huff if it was something people enjoyed. Huff stated he did not advertise the food that much this last summer because of how busy it was. Huff continued that he has just under \$1,000 in inventory in food items in the freezer which would make that number on the positive side. Pengelly stated the café usually breaks even and if Huff had any thoughts on increasing the volume. Huff thinks with Betaso's closing, there is a big opportunity to increase food sales. Huff stated all he has in the kitchen is a deep fryer. If some things can be updated in the kitchen, more items can be served. Huff added it is not as good as it could be. Huff stated that the two part-time people that are hired to help in the kitchen do not just serve food. They help with the cleaning and maintenance that goes on inside the building. This last summer, the job was posted in April, and it was after July 1st before anyone was hired.

Pollock asked Huff for a comparison of the number of golfers from this year to last year. Huff stated it was busy, and the net income has more than doubled. New carts were purchased which increased use. Most everything was up this year over last year, but season passes pretty much stayed the same. Huff stated public works has done a fantastic job over the time Huff has been there to make the course great. People from the entire Elko County area are coming to play. Pollock gave Huff kudos because it is not often a recreational city enterprise turns a profit. Pengelly asked how Huff felt about the prices. Huff stated Chimney Rock is still the cheapest in Elko County which might be one of the reasons people travel to play in Wells. Huff does sell season passes to people who live in Spring Creek and Elko. Huff would like to look at a few of the prices including the facility fee which is \$50 for 49 people and under. There is no time limit set for the rental of the building. Huff would like to see a time limit set and look at that cost. The cart rental fees should also be reviewed which are half the price of some of the other golf courses in the area. Huff also had the WREC Christmas party on Saturday which accounted for \$1,400 in bar sales which was not included in the numbers provided.

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

Minutes of Wells City Council
Meeting of November 26, 2024

Pollock began that this lease agreement mirrors the lease in place for the building the resource center is currently in next door to the old senior center. Pollock continued that it has been discussed previously how beneficial it would be to have the pre-school right next door to the current resource center and is in favor of this. This would be a \$1.00 lease for a period of four years and renewable every four years. Maintenance would continue to be done by public works. Savedra likes that the resource center will be taking over the food bank. Pengelly added that the food bank aligns with what the resource center is already doing. The resource center hopes to take the food bank over in January full-time and will start working it to see the process of how things work. Pollock does not have any problems with this contract. Savedra made a motion to accept the letter of intent and approve the final lease contract with the Wells Family Resource Center for pre-school operations at 213 1st Street for the City of Wells. Micheli provided the second and the motion passed with Goolsby abstaining.

CLAIMS COMMITTEE REPORT: ACTION TO APPROVE FINANCIAL STATEMENTS

Goolsby made a motion to approve the Warrant Register dated November 14, 2024 through November 26, 2024 in the amount of \$200,994.31. DelRio provided the second and the motion passed unanimously.

COUNCILMEN'S REPORTS

Savedra stated she went to the new senior center and had a tour and thinks the building is amazing. Everyone is excited about the new building and the city is lucky to have it. November 20th was the capital improvement planning committee meeting. There is a design and plan to repair the roof at the high school gym to be completed by the end of next summer. The school safety project which includes cameras and crisis alert badges should be completed by the end of the year. The next meeting will be February 12, 2025. Savedra reminded everyone of Small Business Saturday November 30th. Savedra wished everyone a Happy Thanksgiving.

Micheli also wished everyone a Happy Thanksgiving and safe travels for those traveling.

DelRio stated sports are in full swing for the winter. December is a short and busy month for the school with different activities going on. The Christmas Tree Festival will be during the week December 9th. DelRio encouraged everyone to support this event and to participate in the fundraising meals that are provided during the event.

Goolsby also encouraged people to drive safely this holiday weekend. The wrestling team has thirteen wrestlers this year. Goolsby thanked the city for the use of the old senior center for the pre-school children. This will save a lot of stress due to not having to worry about transporting those kids back and forth from the elementary school.

Pollock also stated how impressive the new senior center is as well as the unique donor wall. There was a lot of hard work put into this building and thanked everyone involved.

STAFF REPORTS

Pengelly stated every year the City of Wells holds a rabies and dog licensing clinic at the fire hall. It is always when it is cold and snowy and requires all the fire trucks to be moved out of the building. Pengelly stated the city does not have to have a clinic and would like to change it this year. The renewal notices will be sent out and may schedule a rabies clinic in the spring when the weather is warmer, and it can be outside in the parking lot. Having the rabies clinic like in the past requires employees to work on the weekend with people standing in line in the cold. DelRio feels this is a service that people depend on in Wells. DelRio feels if Pengelly wants to change the time of the year it is done, it needs to be done twice because shots and licenses are going to expire. The city needs to find a way to make that change without having the shots expire. Pengelly added that the city always needs to find a vet who is available to help with the clinic. Pengelly added the code can be changed to change the date, or two different events could be scheduled and not change the code. DelRio thinks it is a great idea but needs to ease the community into the change. Pengelly stated it is a liability holding it in the cold due to the possibility of someone falling which did happen one year. Pengelly suggested maybe doing the clinic in March this year and April next year.

Pengelly stated he picked up the new senior center fifteen passenger van. This was purchased with a grant from aging and disability. This van is for the homebound only and for in town use only.

Trying to get easements for the Woodhills drainage has been a long process. It has been hard getting in touch with the owner of the Chevron/Quiznos property. The easement won't go across this property but will just join the culverts. This job will probably go out for bid in January. If the city doesn't get those easements, it will go in anyway.

The Christmas Party will be at the golf course on December 6th at 5:30 p.m. Pengelly would like to see everyone there.

Savedra asked if there is any update on the live streaming. The cost for the Go To webinar would require a three-year contract at a cost of \$1,700 for three years. Staff will continue to look at different options.

CITIZENS TO ADDRESS THE COUNCIL

There were none.

ADJOURNMENT

The meeting adjourned at 7:32 p.m.

GARY POLLOCK, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

Agenda Item #7

Date of Meeting 12-10-24

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 three (3) years commencing on the date hereof with the provision for automatic renewal for a period of two (2) additional years.

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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 mechanic's 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 OF 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.

Section 15.11 Ambiguities. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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Section 15.12 Severability. In the event one or more of the provisions or portions of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Section 15.13 Jurisdiction. This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada and, in the event of a breach of this Agreement by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Jurisdiction and venue for all actions relating to or arising from this Agreement shall be in the Fourth Judicial District Court, Elko, Nevada.

Section 15.14 Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each Party hereto execute the same counterpart, so long as identical counterparts are executed by all Parties. The parties agree that this Agreement may be executed by facsimile, electronic or pdf scanned signatures sent by electronic mail, which shall have the same effect as original signatures of the parties.

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

**CITY OF WELLS
RESOLUTION NO. 2024-10**

**RESOLUTION FINDING IT IN THE BEST INTEREST OF THE PUBLIC TO
LEASE CITY OWNED REAL PROPERTY WITHOUT OFFERING THE
PROPERTY FOR SALE TO THE PUBLIC
AND FOR LESS THAN FAIR MARKET VALUE.**

WHEREAS, the Board of Councilmembers of the City of Wells intend to comply with NRS Chapter 268 relating to the sale of the City owned real property; and

WHEREAS, NRS 268.064 provides that the Board of Councilmembers of the City of Wells may under certain circumstances lease City owned real property without first offering the real property to the public and for less than fair market value; and

WHEREAS, the area building space and real property are less than 25,000 square feet; and

WHEREAS after a public hearing the City may adopt a resolution finding that it is in the best interest of the City to lease the property without 1) Offering the property to the public; and 2) for less than fair market value; and

WHEREAS, notice of a public hearing has been given as required by the Nevada open meeting law; and

WHEREAS, at the time and place set for the public hearing, at 7:00 o'clock p.m., December 10, 2024, a hearing before the Board of Councilmembers was held.

NOW, THEREFORE, the City of Wells Board of Councilmembers finds, concludes, resolves and orders as follows;

FINDINGS:

1. The real property the City has considered leasing property formerly operated as a Senior Center in the City for operation as a Wells Family Resource Center Pre-School.

2. It is in the City's best interest to lease the property without first offering to the public and for less than fair market value, \$1.00, because the City requires a pre-school facility.

CONCLUSION:

1. The lease with the Wells Family Resource Center is approved.
2. It is in the best interest of the public to lease the property upon the terms of the attached contract without offering the property to the public and for less than fair market value.

RESOLUTION AND ORDER:

NOW, THEREFORE, upon motion duly made by Councilmember _____ and second by Councilmember _____, It Is Hereby Resolved and Ordered:

- 1) The property described above be leased in accordance with the terms and conditions of the contract draft attached hereto as Exhibit "A."
- 2) The Mayor is authorized to all documents necessary to effectuate the lease.
- 3) IT IS FURTHER RESOLVED THAT upon adoption of this Resolution by the Board of Councilmembers, it shall be signed by the Mayor and attested by the City Clerk and shall be in full force and effect after its adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

DATED this _____ day of _____, 2024.

CITY OF WELLS

ATTEST:

By: _____
Gary Pollock, Mayor

Samantha Nance, Clerk

AYES:

NAYES:

ABSENT:

ABSTAIN:
