WEST WENDOVER CITY COUNCIL, REGULAR MEETING

DATE: August 07, 2018
TIME: 7:00 PM

LOCATION: Council Chambers #137, West Wendover City Hall

AGENDA

1. CALL TO ORDER AND ROLL CALL
   a. Roll Call

2. PLEDGE OF ALLEGIANCE

3. COMMENTS FROM THE GENERAL PUBLIC
   Requires a sign in sheet and request of the Council to speak, limitation of three minutes.

4. APPROVAL OF THE MINUTES (For Possible Action)
   a. City Council - Regular Meeting - Jul 3, 2018 7:00 PM
   b. City Council - Regular Meeting - Jul 17, 2018 7:00 PM

5. PRESENTATION
6. CONSENT CALENDAR
   a. First Reading and Filing of Ordinance 2018-01, An Ordinance Entitled “Limited Recreational Marijuana Establishments,” Which Amends Title 3, Chapter 10 of the West Wendover City Code to Permit Specified Recreational Marijuana Establishments and to Provide Comprehensive Regulations Concerning the Same Within the City.

       Report By City Manager
       Review/Comment: City Council

   b. Discussion and Decision to Adopt Resolution 2018-15 a Resolution Finding that it is in the Best Interests of the City to Lease and/or Dispose of Certain Real Property Without Offering the Property to the Public for the Agreed Upon Lease and/or Sale Conditions, Which are Equal to or Greater than the Fair Market Value for the Purpose of Economic Development Under NRS 268.063, Regarding Marijuana Establishment(s) Businesses as Provided for Under Applicable NRS and City Code. (For Possible Action)

       Report By City Manager
       Review/Comment/Action: City Council

7. NEW BUSINESS
   a. Discussion and Decision to Approve the Proposed Lease Agreement with Option to Purchase Between the City of West Wendover and DRN Holdings LLC, A Nevada Limited Liability Company Regarding 3 Acres of Certain Real Property Owned by the City and Located Within the City Industrial Park Generally Located at 395 Industrial Way for Purposes of Economic Development Under the Provisions of Nevada Revised Statutes 268.063, and Authorize the City Manager to Prepare and the Mayor to Execute Such Agreement and Other Matters Appropriately Related Thereto. (For Possible Action)

       Report By City Manager
       Review/Comment/Action: City Council

   b. Discussion and Decision to Approve the Amendment to Contract of Purchase and Sale for Land Located at 450 Industrial Way Between the City of West Wendover and BRLS NV Properties V, LLC, a Nevada Limited Liability Company and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto. (For Possible Action)

       Report By City Manager
       Review/Comment/Action: City Council

   c. Discussion and Decision to Conditionally Approve the Parcel Map for the City of West Wendover Industrial Park Lot 1A and Authorize the City Manager to Make Final Approval and File Such Map Upon the Determination that the Map has Met All Requirements and City Engineer has Approved (For Possible Action)

       Report By City Manager
       Review/Comment/Action: City Council

   d. Discussion and Decision to Conditionally Approve the Parcel Map for the City of West Wendover Industrial Park Lot 4A, 4B and 4C and Authorize the City Manager to Make Final Approval and File Such Map Upon the Determination that the Map has Met All Requirements and City Engineer has Approved (For Possible Action)

       Report By City Manager
       Review/Comment/Action: City Council
e. Discussion and Decision to Approve the Preliminary Site Plan for the New C-Store Rusty Palm Remodel Located at 1020 N. Florence Way and Other Matters Appropriately Related Thereto. (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

f. Discussion and Decision to Provide Conditional Approval of the Final Site Plan for the New C-Store Rusty Palm Remodel Located at 1020 N. Florence Way and Authorize the City Manager to Issue the Final Site Plan Approval Upon the Project Receiving the Necessary Approval by the City Engineer and in Meeting the Appropriate Conditions as Required By the Plan Approval Process and Other Matters Appropriately Related Thereto. (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

g. Discussion and Decision to Authorize the City Manager to Proceed with the Implementation of the Proposed Downtown Development Infrastructure Phase I Project Including Related Engineering Design, Bidding and Construction and the Authorization to Proceed with the Related Application and Implementation of the USDA-Rural Development Community Facilities Loan for Purposes of Financing Such Project and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto. (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

h. Discussion and Decision to Authorize the City Manager to Proceed with the Implementation of the Proposed Fire Station and Land Acquisition Project Including the Authorization to Proceed with Related Processes Regarding the Bureau of Land Management as well as the Related Application and Implementation of the USDA-Rural Development Community Facilities Loan for Purposes of Financing Such Project and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto. (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

i. Discussion and Decision to Authorize the Mayor to Sign the Proposed Letter to Nevada Senators Heller and Cortez-Masto Expressing the City’s Opposition to the STREAMLINE Small Cell Deployment Act (S. 3157) With Regard to Local Governments Ability to Regulate Small Cell Infrastructure Within Local Government Rights of Way and Others Matters Appropriately Related Thereto. (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

j. Discussion and Decision to Select the Candidates for the Wells Rural Electric Company 2018 Ballot for Members of the Board of Directors (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

k. Discussion and Decision to Approve the City of West Wendover Five Year Capital Improvement Projects Plan (2018-2023) and Other Matters Appropriately Related Thereto (For Possible Action)

Report By City Manager
1. Discussion and Decision to Approve the City of West Wendover Debt Management Policy for Fiscal Year 2018-2019 and Other Matters Appropriately Related Thereto (For Possible Action)

Report By Chief Financial Officer

8. DEPARTMENT REPORTS
   1. Youth City Council
   2. Fire Chief
   3. Police Chief
   4. City Clerk/Records Officer
   5. Chief Financial Officer
   6. Public Works Director
   7. City Manager

9. COMMUNICATIONS
   Reports by Elected Officials

10. APPROVAL OF THE CLAIMS
    a. Claims for August 7, 2018 (For Possible Action)

11. COMMENTS FROM THE GENERAL PUBLIC
    Requires a sign in sheet and request of the Council to speak, limitation of three minutes.

12. NEXT MEETING DATE AND ADJOURNMENT
    a. Adjournment (For Possible Action)

This notice is posted at the following locations:
West Wendover City Hall, West Wendover Library,
Smith’s Food & Drug, Nevada Post Office

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City Clerk in writing at the City of West Wendover, 1111 N. Gene L. Jones Way, P.O. Box 2825, West Wendover, Nevada, or by calling (775) 664-3081.
WEST WENDOVER CITY COUNCIL, MINUTES OF THE
REGULAR MEETING OF JULY 03, 2018

1. CALL TO ORDER AND ROLL CALL

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<th>Attendee Name</th>
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<tr>
<td>Jerry Anderson</td>
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<td>Michelle Giovo</td>
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Others Present: Crystal Luscan, Corinne Copelan, Mike Katsonis, Cynthia Welsh and Donald Lininger

Mayor Corona called the meeting to order at 7:00 p.m. in the West Wendover City Hall, Council Chambers #137. All those present and excused are noted above.

2. PLEDGE OF ALLEGIANCE

Mayor Corona led those present in the Pledge of Allegiance.

3. COMMENTS FROM THE GENERAL PUBLIC

Mike Katsonis stated that he is a candidate for the Wells Rural Electric Board and would like to ask for everyone’s vote. There are 5 candidates for 3 seats.

4. APPROVAL OF THE MINUTES (No minutes for approval)

5. PRESENTATION

a. Presentation to Chief Financial Officer Michelle Giovo, Years of Service

Mayor Corona presented Michelle Giovo with a plaque for her years of service.

6. NEW BUSINESS
a. Discussion and Decision Regarding Amendment(s) to the Contract of Purchase and Sale for Land between the City of West Wendover and BRLS NV Properties V LLC and Other Matters Appropriately Related Thereto (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

Chris Melville explained that with the previous agreement BRLS had been unable to get title insurance but they believe they have now found a company that will do the work. The agreement needed to be changed to not show marijuana industry. Chris stated that with the change they should be able to get the title insurance work underway.

Council Member Anderson asked if BRLS was the ones contacting the title company. Chris stated that yes they were the ones contacting the title companies.

Council Member Hanson made the motion to approve the amendment(s) to the contract of purchase and sale for land between the City of West Wendover and BRLS NV Properties V LLC. The motion was seconded by Council Member Gutierrez and passed unanimously.

7. DEPARTMENT REPORTS

1. Youth City Council

Mayor Corona stated that there is a list of students that he is trying to get a hold of to see if they are interested in serving on the Youth City Council.

2. Fire Chief

Jeff Knudtson had nothing to report.

3. Police Chief

Burdel Welsh stated that they are continuing the hiring process for Police Officers and Dispatchers. Burdel stated that they are working of July 4th items such as the parade and fireworks. Burdel explained that work on the grants is continuing; still waiting for delivery of the ballistic shields and OHV. Burdel announced his retirement effective July 20, 2018. Burdel stated that he has enjoyed working with everyone.

4. City Clerk/Records Officer

Anna Bartlome had nothing to report.

5. Chief Financial Officer

Michelle Giovo thanked the Mayor and Council for the recognition on her years of service. Michelle explained that revenues are coming in very well as we are currently $50,000.00 over the budgeted amount. Michelle stated that the Department of Taxation has received the budget and found it to be in compliance. Michelle stated that the annual audit is scheduled for week of August 27th.

6. Public Works Director

Bryce Kimber had nothing to report except that he would be on vacation from July 5th through July 19th.
7. City Manager

Chris Melville stated that he would provide a report at the next meeting. Chris stated that Deep Roots is possibly moving forward with a permanent facility instead of a temporary one but they are waiting on bids from potential contractors.

8. COMMUNICATIONS

Reports by Elected Officials

Council Member Holm stated that she did not realize how much work goes into the July 4th event and she wanted to thank everyone who has helped with the event. Council Member Holm hopes that the July 4th event goes successfully. Council Member Holm thanked Michelle Giovo for extending her time and she wished Burdel Welsh the best in retirement.

Council Member Anderson wished Burdel Welsh the best in retirement. Council Member Anderson stated that there is another week of working with Michelle Giovo and he looks forward to occasionally seeing her after that when she is here helping. Council Member Anderson stated that the July 4th event will be a success as it has in the past.

Council Member Flores thanked Michelle Giovo and Burdel Welsh for everything and he wished them the best. Council Member Flores thanked everyone for their work on the July 4th event. Council Member Flores stated that he had called dispatch on a suspicious vehicle and he appreciates the quick response time.

Council Member Gutierrez thanked Michelle Giovo and Burdel Welsh for their service. Council Member Gutierrez thanked everyone who has helped with the July 4th events including the volunteers he has for the obstacle course.

Council Member Hanson thanked Michelle Giovo and Burdel Welsh for their service. Council Member Hanson thanked everyone for coming to the meeting.

Mayor Corona thanked Michelle Giovo and Burdel Welsh for everything they have done. Mayor Corona stated that the 4th of July is a lot of work but everything is going well and there are over 40 entrants in the parade this year. Mayor Corona stated that all of the activities for the July 4th event have been fun and people have had a good time.

9. APPROVAL OF THE CLAIMS

a. Claims for July 3, 2018 (For Possible Action)

Council Member Gutierrez made a motion to approve the claims for July 3, 2018. The motion was seconded by Council Member Anderson and passed unanimously.

10. COMMENTS FROM THE GENERAL PUBLIC

11. NEXT MEETING DATE AND ADJOURNMENT

a. Motion to: Adjournment (For Possible Action) Adopted
ATTEST:

Anna E. Bartlome  
City Clerk/Records Officer
1. **CALL TO ORDER AND ROLL CALL**

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Others Present: Brenda Claiborne, Cathy Bean, Corinne Copelan, Teresa Naranjo, Raul Naranjo, Amee Gutierrez, Cynthia Welsh and Donald Lininger

Mayor Corona called the meeting to order at 7:00 p.m. in the West Wendover City Hall, Council Chamber #137. All those present and excused are noted above.

2. **PLEDGE OF ALLEGIANCE**

Mayor Corona led those present in the Pledge of Allegiance.

3. **COMMENTs FROM THE GENERAL PUBLIC**

None offered or received.

4. **APPROVAL OF THE MINUTES (For Possible Action)**

a. City Council - Regular Meeting - Jun 19, 2018 7:00 PM Accepted

Council Member Holm made the motion to approved the minutes of the regular meeting of June 19, 2018. The motion was seconded by Council Member Gutierrez and passed unanimously.

5. **PRESENTATION**

a. Presentation by Mayor Recognizing Brenda Claiborne and Cathy Bean in Regards to the 2018 4th of July Event

Mayor Corona stated that without the huge amount of work that Brenda Claiborne and Cathy Bean did for the July 4th event the day would not have been a success. Mayor Corona stated that
they organized the selfie/trivia contest, amazing race contest, bingo, parade with over 40 entrants and worked the booth all day on the 4th.

Agenda taken out of order, New Business item a heard next, see below.

b. Presentation to Chief of Police Burdel Welsh, Years of Service

Council Member Anderson presented Burdel Welsh with a plaque for his years of service.

6. CONSENT CALENDAR

a. Discussion and Decision to Adopt Resolution #2018-14 a Resolution which Formerly Adopts New Building Code Provisions as Provided for Under City Code 7-1-2(A) "Amendments to Codes" as it Relates to Pertinent Building Codes Governed by Title 7, Chapter 1 of the West Wendover City Code (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

Chris Melville stated that the resolution provides an update to the building codes and keep us level with what the State is doing. Chris stated that this will make the code and plan reviews easier with the State Fire Marshal and designers. Chris stated that we will continue to follow what codes the State is using.

Council Member Hanson made a motion to adopt Resolution #2018-14, a resolution which formerly adopts new building code provisions as provided for under City Code 7-1-2(A) "Amendments to Codes" as it relates to pertinent building codes governed by Title 7, Chapter 1 of the West Wendover City Code. The motion was seconded by Council Member Flores and passed unanimously.

7. NEW BUSINESS

a. Discussion and Decision to Accept the Resignation of the Chief of Police Burdel Welsh and Authorization for City Manager to Proceed with Appropriate Recruitment for the Vacancy of the Chief of Police per City Code 1-10-3 and Other Matters Appropriately Related Thereto (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

Chris Melville stated that there needs to be formal action taken regarding the resignation of Burdel Welsh and authorize him to do recruitment for the position. Chris also stated that he would need 2 Council Members to serve on the selection committee. Council Members Flores and Hanson stated that they would be willing to serve on the committee.

Council Member Anderson made the motion to accept the resignation of the Chief of Police Burdel Welsh and authorize the City Manager to proceed with appropriate recruitment for the vacancy of the Chief of Police per City Code 1-10-3. The motion was seconded by Council Member Gutierrez and passed unanimously.
Agenda taken back in order, Presentation item b heard next, see above.

b. Discussion and Decision with Regard to the Approval of the Contract for Finance Consulting Services Between the City of West Wendover and Michelle Giovo, an Independent Contractor, for the Performance of Certain Financial Consultant Services for the City of West Wendover and Authorize the Mayor to Execute Such Contract and Other Matters Appropriately Related Thereto (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

Chris Melville explained the proposed contract between the City and Michelle Giovo for financial consultant services over the next several months. Chris stated that Michelle would have access to her computer and will follow up once a week or every other week. Chris stated that the hours Michelle will work will be under 10 hours per week with a compensation of $99.00 per hour. Discussion was had regarding the Michelle’s duties over the next several months.

Council Member Flores made the motion to approve the Contract for Finance Consulting Services between the City of West Wendover and Michelle Giovo, an Independent Contractor, for the performance of certain financial consultant services for the City of West Wendover and authorize the Mayor to execute such contract. The motion was seconded by Council Member Anderson and passed unanimously.

8. DEPARTMENT REPORTS

1. Youth City Council

Mayor Corona stated that he has reached out to some of the students about being on the Youth City Council but may have to wait until school starts to get it going again. Mayor Corona stated that they are going to focus on the younger students and not as many seniors this year.

2. Fire Chief

Jeff Knudtson had nothing to report.

3. Police Chief

Burdel Welsh stated that Lieutenant Lininger was present as he will be interim Chief of Police. Burdel stated that he was serving on the enhanced 911 board which he did submit a letter of resignation to them also but the City should put forward a recommendation for a replacement. Burdel stated that he was also serving on the State of Nevada Search and Rescue Board and has submitted a letter or resignation to them also.

Lieutenant Lininger stated that he is looking forward to moving forward.

Burdel stated that he has liked working here but more officers need to be added due to the
volume of calls for service.

4. **City Clerk/Records Officer**

Anna Bartlome stated that she would be on vacation from July 27th through August 3rd.

5. **Chief Financial Officer**

No report or update were given under the Chief Financial Officer.

6. **Public Works Director**

Raul Naranjo had nothing to report.

7. **City Manager**

Chris Melville stated that Deep Roots will be making a decision in the next few days regarding whether to build a permanent facility. Chris stated that if they proceed within six weeks they will submit their Conditional Use Permit application and licensing application. Chris explained that we are just waiting for Harvest of Nevada LLC to make the deposit in to escrow. Chris stated that a representative of Harvest of Nevada had been in the City today (July 17th) to look at the property and meet with a potential contractor regarding the project. Chris explained that he would have the draft marijuana ordinance to the Council to review in the next week with the first reading possibly taking place at the August 7th meeting with adoption at the August 21st meeting. Chris stated that there has not been a building permit issued yet to Cardinal Construction for the house on Tibbets Boulevard. Chris stated that we are waiting for the Air Force to provide their comments in the memorandum of understanding regarding the property conveyance. Chris explained that within the next month there should be a list of appraisers from the BLM from which we can higher the appraiser to do the work on the downtown property with completion end of summer. Chris stated that he is working on the USDA loan applications to secure the funding for the Fire Station, Downtown Property purchase and Pueblo Boulevard infrastructure.

Council Member Flores asked if the remainder of the downtown property was left in an R&PP lease is it something that can be acquired timely. Chris stated that it would depend on the timeline as a new appraisal may need to be done.

9. **COMMUNICATIONS**

**Reports by Elected Officials**

Council Member Holm wanted to say good job to everyone who worked on the July 4th event and what an awesome float the City had. Council Member Holm stated that the Pet Connection had a meeting with Maddie's Pet Project regarding helping out the community. Council Member Holm wished Burdel Welsh a happy retirement.

Council Member Anderson thanked those who helped with the 4th of July event as it was a lot of work. Council Member Anderson thanked the Department Heads for the work that they do. Council Member Anderson wished Burdel Welsh luck with all his future endeavors.

Council Member Flores thanked the Department Heads for the good job that they do. Council Member Flores thanked Chief Welsh for his years of service. Council Member Flores thanked the 4th of July Committee, especially Brenda Claiborne and Cathy Bean for
the extra hard work. Council Member Flores stated that the float was very nice. Council Member Flores stated that he would not be present at the next meeting (August 7th).

Council Member Gutierrez thanked all the Department Heads for the work they do. Council Member Gutierrez stated that it was a great job on the fireworks as always. Council Member Gutierrez thanked Brenda Claiborne and Cathy Bean for the great job. Council Member Gutierrez wished Burdel Welsh good luck and thanks for your service. Council Member Gutierrez stated that he would not be present at the meeting but would be available by phone.

Council Member Hanson thanked all those involved in the 4th of July event. Council Member Hanson wished Burdel and Cynthia Welsh lots of health and happiness.

Mayor Corona stated that he had signed the CDBG forms and gave them to Chris Melville. Mayor Corona thanked everyone on the 4th of July event as well as Chris Melville and his team for work on the float. Mayor Corona stated that he is waiting for the Legislative Counsel Bureau to open up the BDR forms online so that he may file one for potential changes to the DMV. Mayor Corona stated that he had recently used the walking trail on Florence Way and it is in bad shape and falling apart. Chris Melville explained that the walking trail was an interim fix until the final street, sidewalk and lighting was put in place for Florence Way; once abandoned it becomes the Recreation District and it would be their choice if they want to maintain it. Mayor Corona stated that he would be attending a conference the end of the month in Seattle.

10. APPROVAL OF THE CLAIMS
   a. Claims for July 17, 2018 (For Possible Action)
   b. June 2018 Hand Checks/EFT (For Possible Action)
   c. June 2018 Insurance (For Possible Action)

   Council Member Anderson made a motion to approve the claims of July 17, 2018, June hand checks/EFT and June insurance. The motion was seconded by Council Member Holm and passed unanimously.

11. COMMENTS FROM THE GENERAL PUBLIC

   Brenda Claiborne thanked the Mayor and Council for their work on the 4th of July as they could not have done it without everyone’s participation.

   Mayor Corona congratulated Burdel Welsh on his retirement and good luck to Burdel and Cynthia Welsh.

12. NEXT MEETING DATE AND ADJOURNMENT
   a. Motion to: Adjournment (For Possible Action) Adopted

   The next meeting date is a regular meeting on August 7, 2018 at 7:00 p.m. in the West Wendover City Hall, Council Chambers #137. Council Member Gutierrez made the motion to adjourn at 7:33 p.m. The motion was seconded by Council Member Anderson and passed unanimously.
ATTEST:

Anna E. Bartlome
City Clerk/Records Officer
Memo

From: Anna Bartlome
To: 

Date: 08/07/2018

Re: Wells Rural Electric Company, Garrett Hylton, Ballot Question 3, How Will the Energy Choice Initiative Impact the Members of Wells Rural Electric Company

See attached information.
When it comes to ballot question 3, **Wells Rural Electric Company** already delivers on all the promises “Energy Choice” proponents are making to get you to vote yes. While we admit that “choice” is a great buzzword, we think you should consider making these choices instead by voting no on question 3.

**CHOOSE YOUR BANK ACCOUNT**
If Question 3 passes, monthly bills will go up for residential members.

**CHOOSE THE CONSTITUTION**
“Energy Choice” doesn’t belong in the state constitution. Voting yes means it would take a minimum of six year to revise the amendment.

**CHOOSE YOUR COOPERATIVE**
WREC formed 60 years ago because other utilities couldn’t deliver electricity to our territory at reasonable rates and still turn a profit. That remains true today. Voting no is a vote to keep cost-based power in your hands.

**PROTECT THE CHOICES THAT REALLY MATTER. VOTE NO ON 3.**
Ballot Question 3

How will the “Energy Choice Initiative” impact the members of Wells Rural Electric Company
What is Energy Choice?

Question 3 is a proposed amendment to the state constitution that would mandate the Nevada Legislature to deregulate Nevada’s energy industry and allow consumers to choose where to purchase their electricity. Specifically:

“Shall Article 1 of the Nevada Constitution be amended to require the Legislature to provide by law for the establishment of an open, competitive retail electric energy market that prohibits the granting of monopolies and exclusive franchises for the generation of electricity?”
Protect the choices that really matter

- **Choose the Constitution**
  - “Energy choice” does not belong in the constitution. Doing so locks Nevada into long term consequences.

- **Choose your bank account**
  - We agree with PUCN findings and precedent that the cost of member bills will increase.
  - ECI addresses only the “energy” component of consumer bills and negatively affects others.

- **Choose your cooperative**
  - WREC was formed because utilities didn’t think it was profitable to serve the people in our rural communities. That remains true today.
Constitutional Amendment?

- ECI doesn’t belong in the state constitution.
  - Nevada is the only state to attempt deregulation via constitutional amendment.
  - Any necessary changes would require a minimum of six years to implement.
- Other states implemented through legislation or regulation.
  - Most states allowed rural cooperatives and municipal utilities to opt in or opt out.
PUCN Final Report concludes ECI will negatively affect rural Nevadans

Analysis and Findings

Key Finding: Concerns exist that the Energy Choice Initiative will have a considerable negative financial impact to rural communities in Nevada. Yet, the extent of those financial impacts have not been sufficiently quantified and remain unknown. The general theme is that the Energy Choice Initiative overlooks rural cooperatives and did not account for their unique needs and business models. No discernable benefits to rural cooperatives or municipalities from the Energy Choice Initiative were presented.

*PUCN final report on ECI (page 55).
Key Findings

- Nevada has some of the lowest rates in the country
- Passage would increase electricity rates for the first 10 years
- Large commercial customers will see the most immediate benefit
- ECI will cost $100 million in start up cost and $45 million annually to maintain.
- CAISO will be the most likely wholesale market to join
  - High rates and rolling blackouts
- ECI will cause new exposure for Nevada ratepayers to market volatility and profit-driven ratemaking practices.
  - (Gonder Substation $990 kw charges)
- NV Energy will be forced to divest its generation
- Nevada ratepayers will remain liable for any financial losses incurred by NV Energy from stranded costs, estimated at $4-$7 billion
PUCN Final Report

The Energy Choice Initiative has been marketed with the inference that it will result in lower rates for Nevada ratepayers. But often semantics between the word “rates” and “monthly bills” or “costs” have been in play. When asked on the record during the PUCN Workshop Proceedings as to whether it will lower rates, no representative from the Energy Choice Initiative or participant would go on the record and guarantee that it will result in lower monthly rates for Nevadans:

CHAIRMAN REYNOLDS: . . . “[I]s there anybody here [in Carson City] in participation who would want to go on the record and guarantee that this petition will lower rates for the average residential families, if passed? Who can give that assurance?

(No Response)

CHAIRMAN REYNOLDS: Is there anyone in Las Vegas who would want to go on the record and give that assurance that this petition will lower rates for residential families?

(No Response)

CHAIRMAN REYNOLDS: And I want to just point out that nobody is coming up to the microphone.
Bills are likely to increase

- Precedent isn’t good. No state has tried to deregulate its energy industry in almost 20 years.

**Regulatory Structure**

- Deregulated
- Partially Deregulated or Suspended Deregulation
- Traditional Vertically Integrated Utilities

**2017 U.S. Average Electricity Retail Prices**
(cents per kilowatt hour)

- 7.00 to 9.00
- 9.01 to 10.00
- 10.01 to 12.00
- 12.01 to 15.00
- 15.01 and Higher

National Average = 10.54
Massachusetts Mess

“Competitive electric suppliers promise big energy savings but are actually burdening customers with hundreds of dollars in extra costs. In two years, Massachusetts residents lost over $176 million to these predatory companies. I’m calling for an end to this industry because that’s the best way to protect our seniors, low-income residents, and minority communities from these persistent scams.”

~Massachusetts Attorney General Maura Healey
Headlines Foretell Nevada’s Future

[TEXAS] Electricity prices expected to skyrocket this summer

June 7, 2018

“Consumers hoping to find better deals when their electricity contracts expire are in for a shock as retail prices have soared in anticipation of hot weather, potential power shortages and spikes in wholesale electricity prices. The low teaser rates for consumers available just a month ago have disappeared.”

~L.M. Sixel,
Houston Chronicle

Cooperatives in Texas successfully lobbied for “Opt In” provisions.
Deregulated states have some of the highest electricity costs in the country.

*Study by Christensen Associates Consulting prepared for Electric Markets Research Foundation.

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<th>Choice State ($/Month)</th>
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THERE ARE OTHER AREAS OF CONCERN

- Customer Service
- Who is Going to be the Provider of Last Resort
- Local Governance
  - Rate Setting, Resource Portfolio, Service Standards, Innovation, Budgeting, Energy Efficiency and Conservation programs
- Long Range Planning
- Coordination with Retail Energy Providers
WHO’S FOR AND…

Those For:
- Primarily very large consumers, marketers and out-of-state corporations
- www.energyfreedomnv.com
- Las Vegas Sands and Review Journal (Adelson family owned)
- MGM
- Switch
- Solar City
- Sun Solar
- Tesla
- Walmart
... AND WHO’S AGAINST

Local Political Organizations: Heart of Reno Democrats, Progressive Democrats of America-Reno, Progressive Leadership Alliance

Mayor Daniel Corona, Mayor Layla Walz

Individuals

Small Businesses
... AND WHO’S AGAINST

Nevada Alliance for Retired Americans

AARP Real Possibilities

Nevada Cattlemen’s Association

NEVADA FARM BUREAU FEDERATION
... AND WHO’S AGAINST

American Federation of State, County and Municipal Employees

Service Employees International Union

International Alliance of Theatrical State Employees

Police and Firefighters
Local Governments:
   White Pine County
   Eureka County
   City of Wells
   City of Carlin

Consumer Owned Utilities:
   Harney Electric Cooperative
   Raft River Rural Electric Cooperative
   Mount Wheeler Power Company
   Wells Rural Electric Company
   NV Energy
What can you do?

WREC already provides all the promises that Question 3 suggests it will provide.
- Consider drafting a resolution or similar language in opposition to Question 3.
- Join the No On 3 Coalition (Individually and as a City)
- Talks to friends and neighbors and wear buttons
- Place yard signs and bumper stickers

Further information:
No on 3: https://www.noon3.com

Yes on 3: https://www.yesquestion3.com
Memo

From: Anna Bartlome

Date: 08/07/2018

To:

Re: First Reading and Filing of Ordinance 2018-01, An Ordinance Entitled “Limited Recreational Marijuana Establishments,” Which Amends Title 3, Chapter 10 of the West Wendover City Code to Permit Specified Recreational Marijuana Establishments and to Provide Comprehensive Regulations Concerning the Same Within the City.

See attached information.
Memo

To: Mayor & City Council  
From: Chris J. Melville, City Manager/Director Community Development  
CC: [Click here and type name]  
Date: 8/3/2018  
Re: Agenda – August 7, 2018 – First Reading/Filing Ordinance 2018-01  

Mayor/Council:

Attached is the Final document for Ordinance 2018-01, which sets out the framework and the necessary requirements/conditions related to licensing recreational marijuana establishments that would operate at the “wholesale” level within the city. The ordinance, as required by Council when approval was given to draft, does not include retail recreational (also known as adult) marijuana sales.

The second reading and adoption will be set for the August 21st Council Meeting.

If you have any questions, please let me know.

Chris
CITY OF WEST WENDOVER ORDINANCE NO. 2018-01

SUMMARY: WEST WENDOVER ORDINANCE NO. 2018-01 AMENDS TITLE 3 CHAPTER 10 OF THE WENDOVER CITY CODE BY DELETING THE CURRENT CHAPTER 10 PROVISIONS AND PROVIDING FOR COMPREHENSIVE REGULATIONS WITHIN THE CITY FOR RECREATIONAL MARIJUANA ESTABLISHMENTS WHICH ARE REGISTERED AND PERMITTED BY THE STATE OF NEVADA, EXCLUDING RETAIL RECREATIONAL MARIJUANA ESTABLISHMENTS, AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

TITLE - WEST WENDOVER ORDINANCE NO. 2018-01, AN ORDINANCE ENTITLED “LIMITED RECREATIONAL MARIJUANA ESTABLISHMENTS,” WHICH AMENDS THE CITY CODE TO PERMIT SPECIFIED RECREATIONAL MARIJUANA ESTABLISHMENTS AND PROVIDE COMPREHENSIVE REGULATIONS CONCERNING THE SAME WITHIN THE CITY.

NOW THEREFORE, the WEST WENDOVER City Council does hereby ordain:

(For purposes of this amendment, text which is bold and underlined is added to the code and text which is bold and in brackets is deleted from this code)

SECTION 1. Title 3 Chapter 10 is hereby amended in the City Code to read in its entirety as follows:

Chapter 10
RECREATIONAL MARIJUANA ZONING REGULATIONS AND LICENSES

{3-10-1: SHORT TITLE, AUTHORITY AND APPLICATION:}

{3-10-2: FINDINGS, INTENT AND PURPOSE:}

{3-10-3: PENDING REGULATION AND LICENSING:}

{3-10-4: UNLAWFUL OPERATIONS:}
{3-10-1: SHORT TITLE, AUTHORITY AND APPLICATION:}

{A. Short Title: This chapter shall be known and may be cited as the RECREATIONAL MARIJUANA ESTABLISHMENTS CODE.}

{B. Authority: The City Council has the authority to adopt this chapter pursuant to the Nevada Constitution and Nevada Revised Statutes, including, but not limited to, Nevada Revised Statutes chapters 266, 278 and 453A.}

{C. Application: This chapter shall apply to all lands within the boundaries of the City, as defined in this chapter. (Ord. 2017-01, 7-18-2017)}

{3-10-2: FINDINGS, INTENT AND PURPOSE:}

{A. Findings: The City of West Wendover City Council finds:

1. In 2016, the people of the State of Nevada passed an initiative to regulate and tax recreational marijuana in this State, which allows marijuana establishments within the State of Nevada and proclaimed that marijuana should be, among other things, regulated in a manner similar to alcohol so that:

   a. Marijuana may only be purchased from a business that is licensed by the State of Nevada;

   b. Business owners are subject to review by the State of Nevada to confirm business owners and locations are suitable to sell marijuana; and,

   c. Cultivating, manufacturing, testing, transporting, and selling marijuana will be strictly controlled through State licensing and regulation; such establishments to comply with all local business licensing requirements, local land use, and Code requirements;

2. Federal law and related regulations classify marijuana as a Schedule I controlled substance and prohibit its cultivation, possession, dispensing, and use, among other things, for medical reasons or otherwise. This chapter is intended to implement City of West Wendover licensing and regulations that are consistent with the State law permitting the regulation and taxation of marijuana;

3. Nevada law allows the City to enact regulations to protect and promote the public health, safety and general welfare of the citizens of the City;
4. The operation of a recreational marijuana establishment is a revocable privilege and there is no property right for individuals or businesses to operate marijuana establishments within the corporate limits of the City. To the extent that marijuana establishments are registered and authorized by the State, the purpose of this chapter is to license and regulate them within the corporate limits of the City to protect the public interests over marijuana business interests;

5. Nothing in this chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon any licensee or any person approved for suitability;

6. Nothing in this chapter is intended to authorize or make legal any act that Federal or State law does not permit or sanction or assist in any violation of any Federal or State law. This chapter is intended to implement Nevada Revised Statutes 453A and to establish criteria for the issuance of licenses that are a prerequisite for the exemption from State prosecution provided for in Nevada Revised Statutes 453A;

7. Federal law makes it unlawful to cultivate, possess, distribute, or dispense marijuana. However, on August 29, 2013, the United States Department of Justice ("DOJ") issued a memorandum advising that the DOJ would allow enforcement of State laws that authorize marijuana production, distribution, and possession to be handled primarily by State and local law enforcement regulatory bodies as long as the State and local governments enact laws that implement "strong and effective regulatory enforcement systems" to address the Federal government's identified enforcement priorities. The following enforcement priorities were specified by the DOJ as being particularly important to the Federal government:

   a. Preventing the distribution of marijuana to minors;

   b. Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;

   c. Preventing the diversion of marijuana from states where it is legal under State law in some form to other states;

   d. Preventing State authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

   e. Preventing violence and the use of firearms in the cultivation and distribution of marijuana;

   f. Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;

   g. Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and

   h. Preventing marijuana possession or use on Federal property.
B. Intent: The intent of this chapter is to establish the licensing, zoning, land use and development requirements applicable to marijuana uses, as authorized by the initiative of Nevada voters in 2016.

C. Purpose: Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by requiring the licensing and zoning regulations and standards set forth in this chapter. (Ord. 2017-01, 7-18-2017)

{3-10-3: PENDING REGULATION AND LICENSING:

A. The initiative passed by the voters provided a period of time for the Department of Taxation of the State of Nevada to adopt regulations necessary or convenient to carry out the provisions of the initiative and the Department of Taxation has not adopted those regulations.

B. The City will adopt local recreational marijuana control measures and licensing regulations in this chapter and elsewhere in this Code which are deemed necessary or convenient, as determined by the City Council, upon review of the relevant regulations by the Department of Taxation. (Ord. 2017-01, 7-18-2017)

{3-10-4: UNLAWFUL OPERATIONS:

Until the Department of Taxation has adopted regulations necessary or convenient to carry out the provisions of the initiative which is the subject of this chapter and the City has further adopted local regulations concerning the same, it shall be unlawful for a marijuana establishment, as defined by the relevant initiative, to be operated in the City of West Wendover. Nothing in the provisions of this chapter shall be construed as in any manner affecting the provisions of chapter 9 of this title concerning medical marijuana establishments. (Ord. 2017-01, 7-18-2017)

(The above text was deleted as indicated and the following constitutes the new regulations.)
RECREATIONAL MARIJUANA ZONING REGULATIONS
AND LICENSES

3-10-1: SHORT TITLE, AUTHORITY AND APPLICATION

3-10-2: FINDINGS, INTENT AND PURPOSE

3-10-3: DEFINITIONS

3-10-4: PROCEDURE APPLICABLE TO ZONING AND LICENSING REQUIREMENTS

3-10-5: MARIJUANA ESTABLISHMENT ZONING REQUIREMENTS

3-10-6: REQUIREMENT TO OBTAIN CONDITIONAL USE PERMIT

3-10-7: APPLICATION FOR CONDITIONAL USE PERMIT

3-10-8: MANDATORY CONDITIONS OF APPROVAL

3-10-9: MARIJUANA ESTABLISHMENT LOCATION RESTRICTIONS

3-10-10: SECURITY AND SCREENING

3-10-11: MARIJUANA ESTABLISHMENT BUSINESS LICENSE REQUIREMENT AND TERM OF LICENSE

3-10-12: LAND USE AND LOCATION REQUIREMENTS; CONFORMANCE WITH ZONING

3-10-13: HOURS OF OPERATION

3-10-14: FACILITIES NOT LOCATED WITHIN THE CITY

3-10-15: LICENSE CLASSIFICATION

3-10-16: LICENSE APPLICATION PROCEDURE AND FEES

3-10-17: SECURITY REQUIREMENTS

3-10-18: PRELIMINARY FINDING; CITY COUNCIL ACTION ON APPLICATION; DENIAL OF BUSINESS LICENSE

3-10-19: COMMENCEMENT; NONOPERATIONAL STATUS OF BUSINESS
3-10-20: ON-SITE USE PROHIBITED

3-10-21: AGE LIMITATION

3-10-22: JUVENILE EMPLOYEES

3-10-23: FEES

3-10-24: RENEWAL; LATE PAYMENT; PENALTY; REINSTATEMENT

3-10-25: CONSENT TO INSPECTIONS

3-10-26: REVOCATION OF LICENSES; SUSPENSION; CANCELLATION; NOTICE OF HEARING; PROCEDURE

3-10-27: ACTION UPON SUSPENSION, REVOCATION OR CLOSURE

3-10-28: DISPOSAL OF MARIJUANA WASTE

3-10-29: VIOLATION; PENALTY

3-10-1: SHORT TITLE, AUTHORITY AND APPLICATION

A. Short Title: This chapter shall be known and may be cited as the RECREATIONAL MARIJUANA ESTABLISHMENTS CODE.

B. Authority: The City Council has the authority to adopt this chapter pursuant to the Nevada constitution and Nevada Revised Statutes, including, but not limited to, Nevada Revised Statutes 278, 453A, and 453D.

C. Application: This chapter shall apply to all lands within the boundaries of the city, as defined in this chapter. The provisions of this Chapter shall apply to the extent not in conflict with NRS Chapters 453A, 453D, NAC Chapters 453A and 453D and any other applicable State law or regulation. In the event of a conflict between the provisions of this Chapter and NRS Chapters 453A, 453D, NAC Chapters 453A and 453D and any other applicable State law or regulation, the State law or regulation shall be applicable and the City Code shall be deemed void only to the extent of such conflict.

3-10-2: FINDINGS, INTENT AND PURPOSE

A. Findings: The West Wendover City Council finds:

1. In 2017, the people of the State of Nevada approved Ballot Question #2, legalizing the use of marijuana for persons twenty-one (21) years of age or older, now codified in Nevada...
Revised Statutes 453D, which allows for recreational marijuana establishments and sales within the State of Nevada and requires such establishments to comply with all local business licensing requirements, local land use and Code requirements.

2. The existing law requires the Department of Taxation to adopt all regulations necessary or convenient to carry out provisions of NRS 453D, which exempts a person who is 21 years of age or older from state or local prosecution for possession, use, consumption, purchase, transportation or cultivation or certain amounts of marijuana and requires the Department of Taxation to begin receiving applications for the licensing of marijuana establishments on or before January 1, 2018. Approved Regulation of the Department of Taxation, LCB File No. R092-17, became effective February 27, 2018.

3. Nevada law allows for the City to enact regulations to protect and promote the public health, safety, and welfare of the citizens of the City;

4. NRS 453D.120 provide that in connection with activities by certified establishments, certain acts are exempt from criminal prosecution by the State of Nevada and its political subdivisions.

5. Since the use, cultivation, distribution, production, possession and transportation of marijuana remains illegal under federal law, and marijuana remains classified as a "controlled substance" by federal law, this council does not have the authority to (and nothing in this Ordinance is intended to) authorize, promote, condone or aid production, distribution or possession of marijuana in violation of any applicable law;

6. This Chapter is intended to implement NRS 453D and to establish criteria for the issuance of licenses that are a prerequisite for the exemption from the State prosecution provided for therein. To the extent that marijuana establishments are registered and authorized by the State, the purpose of this chapter is to, except as otherwise provided, license and regulate them within the corporate limits of the City to protect the public interest.

7. The operation of a marijuana establishment is a revocable privilege and there is no property right for an individual or business to operate a marijuana establishment in the City; therefore, nothing in this chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon a licensee or any person approved for suitability or any third party; and

B. Intent: The intent of this chapter is to establish the licensing, zoning, land use and development requirements applicable to marijuana establishments as authorized under chapter 453D of Nevada Revised Statutes.

C. Purpose: Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of marijuana, the City Council declares that the public health, safety and general welfare of the city are best promoted and protected by requiring the licensing and zoning regulations and standards set forth in this chapter.
D. Finding concerning retail establishments: The City Council finds that it is not in the best interest of the City at this time to permit retail marijuana establishments (dispensaries) to operate within the City and this Chapter shall prohibit such establishments.

3-10-3: DEFINITIONS: Definitions: Certain words or phrases unique to this chapter shall be construed as herein set out unless it is apparent from the context that they have a different meaning.

**ADULT USE MARIJUANA:** Marijuana regulated by NRS 453D, also may be referred to herein as "recreational marijuana" or "marijuana."

**CITY:** The City of West Wendover, Nevada, a municipal corporation.

**CODE:** The West Wendover City Code.

**COMBINED MARIJUANA ESTABLISHMENT:** means a group of marijuana establishments which each share identical ownership and are located on the same parcel of real estate. This group may include medical marijuana and marijuana establishments if permitted by NRS 453A and/or NRS 453D. Each individual marijuana or medical marijuana establishment must have a separate license with the City for each separate license required by the State unless otherwise provided by resolution of the City Council.

**COMMUNITY FACILITY:** Any of the following: a facility that provides daycare to children, a public park, a public library, medical facilities, substance abuse treatment center, a playground, a public swimming pool, a center or facility which provides recreational opportunities or services to children or adolescents, a church, synagogue, or other building, structure or place used for religious worship or other religious purposes, city hall, police department, or fire department. The term does not include animal shelters or public works facilities.

**COMPONENT MARIJUANA ESTABLISHMENT:** means an individual marijuana establishment which is part of a combined marijuana establishment. A component marijuana establishment must have a separate license from the City for each license required by the State unless otherwise provided by resolution of the City Council.

**CONDITIONAL USE PERMIT (CUP):** A use permitted in zoning district regulations subject to a finding by the City Council that all special conditions and requirements must be met.

**CONVICTED:** A finding of guilt or conviction as an adult offender by a jury or trial court, whether said finding is appealed or not. A person so convicted shall be deemed convicted until such finding is overturned by a court of competent jurisdiction or by pardon.

**COUNCIL:** The West Wendover City Council.
DIVISION: The Nevada Department of Taxation and or/ any other State agency given authority to regulate medical marijuana establishments or marijuana establishments.

DUAL LICENSEE: Means a person or group who possess a current, valid registration certificate issued by the State of Nevada to operate a medical marijuana establishment pursuant to chapter 453A of Nevada Revised Statutes and a license issued by the Department of Taxation to operate a marijuana establishment under chapter 453D of the Nevada Revised Statutes. Each individual marijuana or medical marijuana establishment must have a separate license with the City for each separate license required by the State unless otherwise provided by resolution of the City Council.

EDIBLE MARIJUANA PRODUCTS: Products that contain marijuana or an extract thereof, are intended for human consumption by oral ingestion, and are presented in the form of foodstuffs, extracts, oils, tinctures and other similar products.

FINDING OF SUITABILITY: Means that after investigation, a person is found to comply with the requirements of this title which are prerequisite to involvement with a privilege license. This title authorizes the city council to require that certain persons who are directly or indirectly involved with privilege licenses be found suitable for such involvement so long as that relationship continues. A finding of suitability relates only to the specific involvement for which it is made. If the nature of the involvement changes from that for which the applicant is found suitable, or if, in the judgment of the city council, new information concerning the applicant's suitability has become available, the applicant may be made to submit themselves for a new determination of suitability.

GROSS REVENUE OR SALES: “Gross revenue” means the total amount realized by a business entity from engaging in business sales of services or products in this State, without deduction for the cost of goods sold or other expenses incurred, that contributes to the production of gross income.

INDEPENDENT TESTING LABORATORY FOR MARIJUANA: A private, independent testing laboratory wherein adult use marijuana, edible adult use marijuana products, and adult use marijuana infused products that are to be sold in the state of Nevada are tested to determine: 1) the concentration of THC and cannabidiol; 2) whether the tested material is organic or nonorganic; 3) the presence and identification of molds and fungus; and 4) the presence and concentration of fertilizers and other nutrients.

KEY EMPLOYEE: Any executive, manager, employee, agent, officer, or director of a marijuana establishment having the power to exercise significant influence or control over decisions concerning any part of the operations of the business or a manager charged with the day to day operations of the business. A Key Employee must be on the premises of all marijuana establishments at all times during the hours of operation.

LICENSEE: holder of a marijuana establishment license or licenses, either separately or as a combined, component, dual or stand-alone establishment.
MARIJUANA: 1. All parts of any plant of the genus Cannabis, whether growing or not; 2. The seeds thereof; 3. The resin extracted from any part of the plant; and 4. Every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. “Marijuana” does not include the mature stems of the plant, fiber produced from the stems, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stems (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. CANNABIS OR MARIJUANA shall further have the same meaning, and as may be amended, as defined by Nevada Revised Statutes chapters 453A and 453D.

MARIJUANA CULTIVATION FACILITY: Means an entity licensed to cultivate, process, and package marijuana, to have marijuana tested by a marijuana testing facility, and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

MARIJUANA DISTRIBUTOR: Means an entity licensed to transport marijuana from a marijuana establishment to another marijuana establishment.

MARIJUANA ESTABLISHMENT: Means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a marijuana distributor for adult use. The term shall not include marijuana dispensaries for retail sales of marijuana.

MARIJUANA INFUSED PRODUCTS: “Marijuana-infused products” means products that: are infused with marijuana or an extract thereof; and are intended for use or consumption by humans through means other than inhalation or oral ingestion. The term includes, without limitation, topical products, ointments, oils and tinctures.

MARIJUANA PRODUCTION FACILITY OR MARIJUANA PRODUCT MANUFACTURING FACILITY: Means an entity licensed to purchase marijuana, manufacture, process, and package marijuana and marijuana products, and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

MARIJUANA PRODUCTS: Means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

MARIJUANA TESTING FACILITY: Means an entity licensed to test marijuana and marijuana products, including for potency and contaminants.

NEVADA REVISED STATUTES (NRS): The current codified laws of the state of Nevada.

OWNERSHIP INTEREST: Any principal, person, beneficial owner, and individual persons holding any ownership or financial interest for each business entity including all businesses organized under or governed by title 7 of the Nevada Revised Statutes including, but not limited to, private corporations, publicly traded corporations, close corporations.
foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations (business entities). Ownership interest in the context of publicly traded corporations shall include all corporate officers and members of any board of directors, and also includes individuals with five percent (5%) or more ownership or financial interest in the publicly traded corporation. To the extent that a business entity has an ownership interest in a medical marijuana or marijuana establishment, the term ownership interest shall also include all individuals with an ownership interest in such business entity. It is the intent of this chapter that all individuals with a direct or indirect ownership interest in a medical marijuana or marijuana establishment be disclosed and be subject to the requirements of this chapter.

PARAPHERNALIA: Accessories, devices and other equipment that is necessary or useful for a person to engage in the medical or recreational use of marijuana.

POLICE: The Chief of Police of the City of West Wendover or his designee.

QUARTER OR CALENDAR QUARTER: A period of three (3) consecutive months commencing on January 1, April 1, July 1 or October 1, in any year.

REGISTRATION CERTIFICATE: A certificate issued pursuant to Nevada Revised Statutes 453A.322 by the state regulating authority. In accordance with subsection 3 of Nevada Revised Statutes 453A.326, any registration certificate issued by the state regulating authority is provisional until such time as the establishment is in compliance with all applicable city ordinances and rules, and the city has issued a business license for the operation of the establishment.

STATE or STATE REGULATING AUTHORITY: The State of Nevada and the Nevada Division of Taxation and/or other agency assigned to administer Nevada Revised Statutes 453A and/or 453D, respectively.

3-10-4: PROCEDURE APPLICABLE TO ZONING AND LICENSING REQUIREMENTS

A. Simultaneous Process: Marijuana establishments shall obtain both a Conditional Use Permit (CUP) and a marijuana establishment business license prior to commencing any marijuana operation in the City and may pursue both simultaneously in order to expedite the approval process.

B. CUP Process: Qualified applicants shall submit the CUP fee and file an application under section 3-10-6 of this Chapter. Upon application for a CUP, the process shall proceed as set forth in 3-10-7 and Title 8 Chapter 10 of this Code to the extent the same may be made applicable.

C. License Process: Qualified applicants shall submit the license application fee and file an application under sections 3-10-11 and 3-10-16 of this Chapter. All applicants shall pay the investigation fee and are required to submit fingerprints and undergo the
investigation process of subsections 3-10-16 R and S of this Chapter. The City Clerk shall initially review the application and, upon finding it complete, refer the application to the City Manager and the Police Chief for any required applicant investigations. Upon receipt of the application, the City Manager shall review the application and investigation results and make a finding of suitability. If the application is found to be unsuitable, the application will be referred back to the applicant to be cured of any deficiencies if possible. If found to be suitable, the City Manager will refer the application to the City Council for consideration. The City Council will consider the matter of issuance of a license to a suitable applicant during a regular or special meeting. Upon the determination that a license will be issued, the City Council will condition its issuance upon payment of the origination fee and any other fees required. Upon the payment of all required fees and satisfaction of any conditions for the license and CUP, the City Clerk will issue the license.

D. Quarterly Tax: See subsection 3-10-23B of this chapter.

E. License Renewal: See subsection 3-10-24D of this chapter.

3-10-5: MARIJUANA ESTABLISHMENT ZONING REQUIREMENTS

A. Allowed Zones: Marijuana establishments shall be allowed within the M Zone (M-1 or M-2) Light Industrial and General Industrial Zones, subject to compliance with the distance separation requirements contained herein and upon the approval of a conditional use permit. Further, except as may be specifically provided herein, marijuana establishments must meet all Community Development and Building Code requirements of the City of West Wendover. The City may, by resolution, provide for a moratorium on the number or types of marijuana establishments and/or may provide for a restriction of the type and number of marijuana establishments to be permitted within the City.

B. Restriction on Marijuana Dispensary Permits: Marijuana dispensary establishment licenses and CUP’s are prohibited within the City unless specifically authorized by pertinent City Codewith applicable standards and regulations for such use.

C. Permanent Building and Licenses: Marijuana establishment businesses shall be located in a permanent building, with an engineered foundation that meets City of West Wendover Community Development and Building Codes, and shall not be located in a mobile home, manufactured home, trailer, cargo container, motor vehicle, or similar personal property or property that has been converted from personal property to real property. A marijuana establishment may be located in a completely enclosed, stand-alone building, or one or more establishments under the same ownership may be located together in the same building and upon the same property. A separate business license must be obtained, however, for each marijuana establishment requiring a separate certificate or license by the State unless otherwise provided by resolution of the City Council.
D. Access: The proposed marijuana establishment will have direct access (both ingress and egress) from a public street.

E. Outside Storage: No outside storage shall be permitted for marijuana establishments, including the use of shipping containers for on-site storage, unless further specified by resolution of the City Council.

G. Size: The minimum size of a marijuana establishment, unless further specified by resolution of the City Council, shall be:

1. Testing laboratories shall be one thousand five hundred (1,500) square feet total floor area, and the size and design must provide sufficient interior space to provide for adequate customer waiting areas.

2. A marijuana cultivation facility shall be six thousand (6,000) square feet of total floor area.

3. A marijuana production facility shall be three thousand five hundred (3,500) square feet of total floor area.

4. All other marijuana establishments shall be determined by resolution of the City Council.

H. Accessory Uses: No accessory uses are permitted in association with a marijuana establishment unless further specified by resolution of the City Council and appropriate conditional use permit and licensing.

I. Signs and Advertising: Signage and advertising for the establishment shall conform to State law pursuant to NRS Chapter 453A and 453D and applicable State regulations. Signage shall further conform to the standards found in the Sign Code of the City of West Wendover and shall be reviewed and pre-approved by the City's Community Development Department or designee. The City Council may further restrict signage and advertising by resolution and/or conditions in the conditional use permit.

J. Expiration of Permit: The conditional use permit shall be void without further action if:

1. The use ceases for a period exceeding ninety (90) days, unless the permit holder has previously entered non-operational status approved by the City under section 3-10-19 of this Chapter.

2. Substantial progress toward commencement of the business is not made within ninety (90) days of conditional use permit approval.

a. For purposes of this section, "substantial progress" shall mean obtaining a license from the State Division, and/or, obtaining an occupancy permit or building permit for the proposed facility.
K. Preconditions To Approval: A marijuana establishment applicant must obtain provisional approval from the State of Nevada to operate such a facility in the City prior to seeking a CUP and must obtain any additionally required State licensing prior to the conditional use permit or marijuana establishment business license becoming effective.

L. Off Street Parking: Unless otherwise specified herein or provided by subsequent resolution of the City Council, marijuana establishments shall provide off street parking facilities designed and constructed in conformance of the applicable Zoning Codes of the City.

1. All parking spaces required by this Code for marijuana establishments shall be located on the same parcel of land as the use.

2. On-site parking requirements:

<table>
<thead>
<tr>
<th></th>
<th>Marijuana Establishment</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Marijuana Distributor Facility</td>
<td>1 space for each 300 square feet of gross floor area, minimum of 3 handicap spaces and 1 additional handicap space for each additional 10 normal spaces. Minimum of 3 semi tractor trailer configured spaces</td>
</tr>
<tr>
<td>b.</td>
<td>Marijuana production facility</td>
<td>1 space for each 750 square feet of gross floor area plus 1 per employee and 1 per company owned vehicle, minimum of 3 handicap spaces and 1 additional handicap space for each additional 10 normal spaces</td>
</tr>
<tr>
<td>c.</td>
<td>Marijuana cultivation facility</td>
<td>1 space for each 750 square feet of gross floor area plus 1 per employee and 1 per company owned vehicle, minimum of 3 handicap spaces and 1 additional handicap space for each additional 10 normal spaces</td>
</tr>
<tr>
<td>d.</td>
<td>Independent testing laboratory</td>
<td>1 space for each 300 square feet of gross floor area, minimum of 3 handicap spaces and 1 additional handicap space for each additional 10 normal spaces</td>
</tr>
</tbody>
</table>

3-10-6: REQUIREMENT TO OBTAIN CONDITIONAL USE PERMIT:

Marijuana cultivation facilities, independent testing laboratories, marijuana distribution facilities and facilities for the production of edible marijuana products or marijuana

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infused products, shall require the approval of a conditional use permit within all zoning locations which permit such use.

3-10-7: APPLICATION FOR CONDITIONAL USE PERMIT:

In addition to the general application requirements required elsewhere in this Code, an applicant for a conditional use permit to allow for the operation of a marijuana cultivation facility, an independent testing laboratory, a marijuana distribution facility or a facility for the production of edible marijuana products or marijuana infused products shall complete a supplemental application which includes all of the following information:

A. A site plan drawn to scale showing the location of the proposed building on the lot, property lines, adjoining streets, driveway locations, parking layout, utilities and related locations, landscaping; walls/fences, solid waste enclosures, and easements.

B. Elevation drawings or photographs of the proposed building which demonstrate that the building is appropriate with the style of buildings in the community and appropriate for the zone.

C. Rendering of proposed signage showing that the proposed signs are consistent with this Code. Evidence shall be submitted that the Division to regulate marijuana has approved the name, logo, sign(s) and advertisement of the establishment prior to the use of such sign or advertising.

D. The City of West Wendover zoning for the parcel.

E. Name of the marijuana establishment.

F. Site address and Assessor's parcel number.

G. A statement describing what activity will occur at the site - marijuana cultivation facility, facility for the production of edible marijuana products or marijuana infused products, marijuana independent testing laboratory, or a combination of the above.

H. The name and physical address of any other marijuana or medical marijuana establishment within Nevada in which any owner, officer, manager, or director of the applicant has an ownership interest in, or contractual relationship or is otherwise associated with.

I. The name and location of the off-site marijuana cultivation facility providing the marijuana, if applicable. The name and location of the marijuana independent testing laboratory providing laboratory service, if applicable.

J. A description of all toxic, flammable or other materials regulated by a Federal, State or local government with authority over the business that will be used or kept at the marijuana establishment, the location of such materials, how such materials will be
stored, and how such materials will be used. The City of West Wendover Fire Chief shall review the application submission, as applicable, for compliance with local, State and Federal regulations.

K. A plan that complies with any applicable Nevada Health District regulations governing air quality for the marijuana establishment that prevents or controls any dust, fumes, vapors, or odor of marijuana off the premises of the establishment.

3-10-8: MANDATORY CONDITIONS OF APPROVAL:

All conditional use permit applications for marijuana establishments must abide by the conditions of approval as described herein. The City Council may impose conditions of approval that are more restrictive than those required by this section. The approval of all conditional use permits authorizing the operation of a marijuana establishment must contain at a minimum the following conditions:

A. The conditional use permit grantee must provide to the City of West Wendover Community Development Department and business license authority a copy of the registration certificate issued by the State of Nevada prior to commencing operations.

B. The establishment must continue to meet all requirements for a marijuana establishment to qualify for and maintain its certificate of registration as set forth by State law.

C. The establishment must comply with all operating procedures required by State law, City Code and City resolutions.

D. The establishment must prohibit anyone from consuming marijuana on the premises.

E. If the establishment has signage, the signage shall conform to the requirements of sign regulations of this Code.

F. The establishment must prohibit marijuana activities including, without limitation, cultivating, growing, processing, displaying, selling or storage from being conducted outdoors.

G. All cultivation or production of marijuana that a cultivation facility carries out or causes to be carried out must take place in an enclosed facility.

H. The establishment must prevent marijuana or paraphernalia from being displayed or kept in a manner that is visible from outside the facility.

I. The establishment must post a legible sign inside the facility stating that the consumption of marijuana on the premises is prohibited.
K. The conditional use permit grantee shall submit (on a form provided by the City) a notarized affidavit in which the grantee acknowledges that the operation of a marijuana establishment is a violation of Federal law.

L. The conditional use permit grantee shall submit a notarized statement in which the grantee agrees to hold the City of West Wendover harmless against any Federal law enforcement actions that may result from the activities of the marijuana establishment that is the subject of the conditional use permit.

M. The facility must employ security and surveillance systems as outlined in sections 3-10-10 and 3-10-17 of this Chapter.

3-10-9: MARIJUANA ESTABLISHMENT LOCATION RESTRICTIONS

A. The physical address of a marijuana establishment and the physical address of any co-owned additional or otherwise associated marijuana establishments (ME) may not be within one thousand feet (1,000') of a public or private school that provides formal education traditionally associated with pre-school or kindergarten through grade 12 which existed on the date on which the application of the ME was submitted to the City, or within three hundred feet (300') of a community facility which existed on the date on which the application of the ME was submitted to the City, or within any other distance restriction established by Nevada Revised Statutes Chapter 453A or 453D or NAC Chapter 453A or 453D.

B. All marijuana establishments must be located a distance of at least one thousand feet (1,000') from the closest residential dwelling. The term residence shall not, for purposes herein, include the location of a night watchman under a conditional use permit.

C. All marijuana establishments must be located at a distance of at least five hundred feet (500') from any retail liquor stores or such locations where retail liquor licensing has been granted and any sexually oriented businesses, including, without limitation, accessory and/or escort services. This distance requirement is not applicable and shall not include wholesale liquor warehousing facilities/businesses.

D. For purposes of subsections A through C of this section, the distance must be measured from the front door of the proposed ME to the closest point of the property line of a school, community facility, other specified restricted use or any other more restrictive measurement method established by Nevada Revised Statutes chapter 453A or NAC chapter 453A.. The City Council may provide, by resolution, any further distance or location restrictions deemed appropriate which are permitted by State law.

3-10-10: SECURITY AND SCREENING

A. The establishment must install security surveillance cameras that monitor all entrances, along with the interior and exterior of the premises. Recordings from these cameras must be maintained in a retrievable manner for at least thirty (30) days from the date
All entrances must be illuminated with dusk till dawn lighting, and shall be visible from a public street or parking lot.

B. The establishment must install and maintain in good working condition robbery and burglary alarm systems and must comply with subsection 3-10-17R of this chapter.

3-10-11: MARIJUANA ESTABLISHMENT BUSINESS LICENSE REQUIREMENT AND TERM OF LICENSE

A marijuana establishment business license is an annual license. Such license is a revocable privilege and the holder of such a license does not acquire thereby any vested right. No license under this chapter can be assigned or transferred except with the approval of the City Council and must follow all Nevada Division policies and procedures for transferring of ownership. A marijuana establishment business must comply at all times with all applicable laws, regulations or licensing requirements in the conduct of the business.

A. License Required:

1. It shall be unlawful for a person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation, or consumption of marijuana other than those forms of businesses and commerce that are expressly contemplated herein and by Nevada Revised Statutes 453D and any administrative rules duly adopted by the State regulating authority and without first making application and securing a marijuana establishment license to do so from the City of West Wendover. Such application shall be first subject to the stated pre-requirements of subsection 3-10-5K of this Chapter.

2. It shall be unlawful for any person to operate any marijuana establishment in the City without a valid registration certificate duly issued by the State regulating authority, and a license issued pursuant to this Chapter and operating in compliance with any and all applicable State laws and this Code.

3. It shall be unlawful for any person to provide marijuana, edible marijuana products or marijuana infused products to a marijuana establishment within the City without a registration certificate duly issued by the State regulating authority and a license issued by the City.

4. It shall be unlawful for any licensed marijuana establishment located within the City to accept for sale any marijuana, edible marijuana products or any marijuana infused products from any person who has not obtained a registration certificate from the State regulating authority, or who is not duly licensed under this chapter for the provision of such products.

5. Unless otherwise permitted by resolution of the City Council and authorized by State law, a City marijuana establishment business license is required for each marijuana
establishment registration certificate an individual holds to operate in each location where
that activity is to occur in the City as required under this Chapter.

6. A person operating more than one type of marijuana establishment in the same location
must have a separate City license for each type of marijuana establishment registration
certificate unless otherwise permitted by resolution of the City Council.

7. The license requirement set forth in this Chapter shall be in addition to, and not in lieu of,
any other licensing and permitting requirements imposed by any other Federal, State or
local law.

8. A license issued pursuant to this section does not provide any exception, defense or
immunity to any person in regard to any potential criminal liability the person may have
for the production, distribution or possession of marijuana.

9. Distributors/transporters delivering product to a recreational marijuana facility from a
location outside the City or receiving product from a recreational facility located in the
City to transport it to a location outside the City do not need a City business license unless
the operation has, or would be required to have, a physical location within the City in the
event such activities were conducted by a business regulated by Title 3 Chapter 1 of the
City Code.

B. Posting License; Failure As Grounds For Revocation: All licenses issued for marijuana
establishments shall be posted in a conspicuous place in order that they may be readily
available for inspection by authorized State and City officials. Failure to comply with the
provisions of this subsection shall constitute grounds for revocation of any such license so
not posted.

C. Location Transfer: A marijuana establishment business license may not be transferred
to a new location within the City unless it is in accordance with this Chapter and shall
be inspected and approved by the Community Development Department, building
official and Fire Chief to ensure safety and compliance with applicable City ordinances
and regulations. A transfer fee in the amount of five thousand dollars ($5,000.00) shall
be paid for the location transfer. A change of location must also be approved by the
Nevada Division pursuant to Nevada Revised Statutes 453D.

D. License; Corporation, Partnership, Limited Liability Company; Changes In
Membership: In the case of a corporate licensee, any and all changes in the officers of
such corporation must be reported to the business license official within thirty (30) days
of such change. Such new officers shall be required to qualify for a license as required
in this chapter. Any new manager of a corporate licensee shall be required to qualify
for a license as required in this Chapter. In the case of a partnership or limited liability
company, any change in ownership of the partnership or limited liability company must
be reported to the City Clerk within thirty (30) days of such change. Any new partners or managers shall be required to qualify for a license as required in this Chapter.

E. Notice Of Change To Key Employee: It shall be a condition of the license to inform the City Clerk of any change in the employment status of a registered employee who serves in a management position, or as a key employee within ten (10) days of the effective date of the change in employment status. A change of employment status includes termination, leave of absence, and promotion to a management position or key employee.

F. Transportation Of Marijuana Products: A marijuana establishment may transport marijuana, paraphernalia, edible marijuana products and marijuana infused products between another marijuana establishment as may be permitted by NRS Chapter 453D. Transportation must meet all requirements of the State regulating authority. Product must be placed in unmarked, nontransparent transportation containers. All required transportation logs must be in the vehicle and made available to law enforcement upon being stopped by a law enforcement officer within the City, each driver must identify to the officer that the product contained within the vehicle is marijuana, edible marijuana products or marijuana infused products, as the case may be, from a licensed marijuana establishment and must present to the officer a State agent registration card, the route the vehicle was authorized to travel and the actual travel log.

H. Receiver Or Assignee: If a receiver or assignee for the benefit of creditors, guardians and personal representatives is appointed during the time for which the license is granted, the receiver, assignee, guardian, administrator or executor may continue to carry on the business on the designated premises for the balance of the term of the license, with the same rights and subject to the same restrictions and liabilities as if he were the original license holder. Before continuing the business, the receiver or other such person shall file a written and verified statement with the City Clerk, addressed to the City Council, setting forth the facts and circumstances under which he has succeeded to the rights of the original license holder. The written statement must include documentation that the division has approved the transfer of the operations.

3-10-12: LAND USE AND LOCATION REQUIREMENTS; CONFORMANCE WITH ZONING

A. No marijuana establishment license will be issued unless the location is in accordance with the requirements of this Code.

B. Approval of a location or of a conditional use permit pursuant to this Code does not guarantee or constitute approval of any marijuana establishment license.

3-10-13: HOURS OF OPERATION
There are no hour restrictions except that the City Council may establish restrict hours of operation by resolution. Nothing herein however permits operations which violate existing City codes, including, but not limited to, Nuisance and Disturbing the Peace provisions.

3-10-14: FACILITIES NOT LOCATED WITHIN THE CITY

A marijuana cultivation facility, an independent testing laboratory or a marijuana production facility which does not have a substantial day to day business operations within the City of West Wendover and which has obtained a marijuana establishment business license in a jurisdiction other than the City need not apply for a City of West Wendover license to only provide testing of marijuana and/or only deliver marijuana products to a marijuana establishment located within the City. This shall not apply to recreational marijuana distributor operations which shall be appropriately licensed.

3-10-15: LICENSE CLASSIFICATION

A. The City Council may issue licenses for the following types of marijuana establishments:

1. Cultivation Facility: A cultivation facility license allows the licensee to acquire, possess, cultivate, deliver, transfer, transport, supply and sell wholesale marijuana and related supplies to a marijuana dispensary, marijuana production facility, or to other cultivation facilities only.

2. Independent Testing Laboratory: An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of Nevada Revised Statutes 453A.

3. Marijuana Production Facility: A marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana infused products for sale at wholesale to marijuana dispensaries only.

4. Marijuana Distribution Facility: A marijuana distribution facility is as defined by the Nevada Revised Statutes and/or Nevada Administrative Code and allows the licensee to transport and deliver marijuana between medical and/or recreational facilities.

3-10-16: LICENSE APPLICATION PROCEDURE AND FEES

Each application for a marijuana establishment business license must include, without limitation:

A. Completed Application: A complete marijuana establishment application provided on a form by the City that may contain but not be limited to the following:
1. The mailing address of the applicant;

2. The applicant's date of birth;

3. The name, address, telephone number and date of birth of the proposed key employee;

4. The telephone number of the applicant, including cellphone number;

5. Proposed hours of operation;

6. The e-mail address of the applicant;

7. An attestation that the information provided to the City to apply for the marijuana establishment license is true and correct according to the information known by the applicant at the time of signing; and

8. The signature of the natural person for the proposed marijuana establishment;

B. Application Fee: Onetime, nonrefundable application fee of five thousand dollars ($5,000.00);

C. Type Of License: Whether the applicant is applying for a marijuana establishment license for an independent testing laboratory, cultivation facility, a distribution facility, a facility for production of edible marijuana products, marijuana infused products;

D. Name Of Establishment: The name of the proposed marijuana establishment, as reflected in the articles of incorporation or other documents filed with the Nevada Secretary of State;

E. Type Of Business Organization: The type of business organization of the applicant, such as individual, corporation, partnership, limited liability company, association or cooperative, joint venture or any other business organization. It is the intent of this Chapter that all individuals with a direct or indirect ownership interest in a marijuana establishment be disclosed and be subject to the requirements of this Chapter;

F. List Of Persons Receiving Registration Card: A list of persons associated with the marijuana establishment who have received, or will request, a marijuana establishment agent registration card from the State regulating authority;

G. Other Ownership Interests: The name and physical address of any other marijuana establishment within the City, within another city within the State of Nevada or another state where such business activities are licensed which any owner, officer, manager or director has ownership interest in, a contractual relationship with or is otherwise associated with;
H. Information Of Providing Facility Or Laboratory: The name and location of the off-site medical marijuana cultivation facility providing the marijuana, if applicable. The name and location of the marijuana testing laboratory providing laboratory services, if applicable;

I. Address Of Establishment And Owners: The physical address where the proposed marijuana establishment will be located and the physical address of any owner, co-owner, or person otherwise affiliated with the marijuana establishment;

J. Description Of Products: A complete description of the products and services to be produced or sold by the marijuana establishment;

K. Accompanying Documents: A complete and accurate copy of the application and all accompanying documents filed or to be filed with the State regulating authority pursuant to Nevada Revised Statutes 453D including, but not limited to:

1. All proposals for operations, business plans, attestations, financial documentation, and required tax reports;

2. All documents detailing proposed organizational structure, all narratives, and resumes;

3. All documentation required concerning the adequacy of the proposed building and construction plans with supporting details in the form specified by the Community Development Department and the payment of all required review and inspection fees;

4. All testing, transportation, policy, operations manuals, financial plan, environmental plan, and procedures manual to ensure the use of adequate security measures; and,

5. Any other documents deemed necessary by the City.

L. Sign And Advertising Plan: A sign and advertising plan including all proposed interior and exterior signage;

M. Floor Plan: The floor plan of the establishment;

N. Copy Of Contracts: A copy of all contracts, proposed contracts for consulting, management, renting or leasing the premises for the proposed marijuana establishment, including written documentation stating that the property owner of the proposed location for the establishment is fully aware of the property's intended use or a copy of the deed to such property showing ownership vested in the applicant;

O. Statement Acknowledging Federal Laws: A written statement acknowledging that the applicant understands applicable Federal laws, any guidance, or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto, concerning the operation of a marijuana establishment. The written statement shall also acknowledge that any violation of any
laws or regulations of the State of Nevada, or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such marijuana establishment by Federal authorities, may render such license subject to immediate suspension or revocation;

P. Statement Holding City Harmless; Bond: A written statement to the business license official that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the marijuana establishment, and a bond to secure such obligation in the amount of two hundred fifty thousand dollars ($250,000.00) will be provided prior to the issuance of any license;

Q. Suitability Of Persons Holding Ownership Interest: An acknowledgment that the applicant is seeking a privilege license and understands that each person with an ownership interest must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive such a permit or license is at all times on the applicant; that the granting of a marijuana establishment license is at the discretion of the City Council; and that the applicant agrees to abide by the decision;

R. Fingerprint Based Background Checks: All applicants with at least a five percent (5%) ownership interest and those who may otherwise be determined necessary by the West Wendover Police Department applying for a marijuana establishment license with the City of West Wendover are required to provide the City with a full set of fingerprints. Fingerprinting shall be completed at the West Wendover Police Department. In all cases where the applicant for marijuana is a firm, partnership, association or corporation, all the members, principal officers, directors, stockholders, and/or managers shall present themselves to the West Wendover Police Department for fingerprinting. Fingerprint data will be used to conduct State and national criminal records checks. Upon receipt of the fingerprint data, the West Wendover Police Department is authorized to transmit the fingerprint data to the Nevada Department of Public Safety to conduct State criminal records checks. The Nevada Department of Public Safety is authorized to exchange this fingerprint data with the Federal Bureau of Investigation to conduct national criminal records checks. The results of the State and national criminal checks will be disseminated to the West Wendover Police Department. Upon completion of the investigation, the Police Chief shall prepare and submit a report containing findings and a recommendation of approval or disapproval to the City Council.

S. Investigation Fees:

1. Fees Enumerated:

   a. Investigation And Fingerprinting Fee: Each application for a license filed pursuant to this chapter shall be accompanied by an additional investigation and fingerprinting fee of two
hundred fifty dollars ($250.00) per person to be investigated. This fee is nonrefundable and is in addition to other fees collected pursuant to this title. In the event of the dual licensee or similar situation, the City will permit the use of prior completed background investigations of persons previously investigated within the previous two years;

b. Actual Cost: In addition to the fees required to accompany the application, the applicant shall be required to pay the City the actual cost incurred by the City or its designated agent to complete the necessary investigations;

T. Confidentiality Required: All information, other than the criminal history information, of a confidential nature supplied under the terms of this chapter shall be maintained by the licensing authority, in a confidential file, to be opened for inspection only by City officials and law enforcement officers; provided, however, the applicant may waive the requirements of this subsection or the City may be required to disclose information pursuant to a court order, license discipline actions and/or a valid Public Records Act request.

3-10-17: SECURITY REQUIREMENTS

To prevent unauthorized access to the marijuana, each marijuana establishment must submit, maintain, and follow a security plan that includes customer, building and product security measures. Except as may be preempted by State law, the security plan must meet all the criteria established by the State regulating authority and the following minimum requirements:

A. Each licensed premises must have a security system which monitors all perimeter entry points, windows, and controlled areas by a centrally monitored alarm company properly licensed with the City or approved by the West Wendover Police Department, and whose agents are properly licensed and registered under applicable laws;

B. Immediate automatic or electronic notification to alert the West Wendover Police Department of an unauthorized breach of security at the marijuana establishment in the interior of each building of the establishment;

C. All recorded images must clearly and accurately display the time and date. Time is to be measured in accordance with the U.S. National Institute of Standards and Technology standards;

D. The surveillance system's data storage device must be secured on site in a lockbox, cabinet, closet, room or secured in another manner to protect from employee or third party tampering or criminal theft;

E. At least one (1) 24-inch, or greater call-up monitor;

F. A video printer capable of immediately producing a clear still photo from any video camera image;
G. Video cameras with a recording resolution of at least 1920 x 1080 or the equivalent providing coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, capable of identifying any activity occurring in or adjacent to the building;

H. A video camera at each point of sale location, if applicable;

I. A video camera in each grow room capable of identifying any activity occurring within the grow room in low light conditions;

J. A method for storing video recordings from the video cameras for at least thirty (30) calendar days from the date recorded;

K. Sufficient battery backup for video cameras and recording equipment to support at least one hour of recording in the event of a power outage;

L. A sign must be posted in any public areas that video surveillance is being conducted;

M. The establishment shall be responsible for ensuring compliance with all local and State regulations regarding the facility and must monitor parking areas and outdoor areas of the licensed premises for loitering, unlawful sale of marijuana, and consumption of marijuana;

N. Any theft of items containing marijuana or the observance of any unauthorized transactions of marijuana on the licensed premises must be reported to the West Wendover Police Department;

O. In addition to complying with all requirements set by the State regulating authority, any licensed marijuana establishment shall secure the facility with full video surveillance capable of clearly identifying any activities occurring within twenty feet (20') of the exterior of the building and any parking, fenced, or loading areas. A lighting system must be employed to illuminate the building;

P. All marijuana, edible marijuana products, or marijuana infused products, during non-business hours, must be stored in a separated and secured area.

Q. Each licensed premises shall have security fencing acceptable to the Community Development Department at least eight feet (8') high, and a security guard which shall have responsibility for the entirety of the premises, including, without limitation, the parking areas.

R. The City Council may by resolution, from time to time, require additional security measures or reduce security measures.

3-10-18: PRELIMINARY FINDING; CITY COUNCIL ACTION ON APPLICATION; DENIAL OF BUSINESS LICENSE
The City Clerk shall upon completion of the initial review refer the application to the City Manager for review. The City Manager shall review the application and, upon finding the application suitable, refer it to the City Council for consideration.

A. Preliminary Finding Of Suitability: The preliminary finding of suitability will be based on the information submitted to the City Clerk or City Manager as outlined in this chapter.

B. Notification Of Denial; Registration Certificate Required: Applicants or applications preliminarily found unsuitable by the City Clerk or City Manager shall be notified in writing within ten (10) business days after receipt of the application and any requested follow up information. All applicants that satisfy the preliminary finding of suitability will move forward to the City Council for consideration. At the conclusion of the State provisional certification process and a fully completed application with the City, all suitable applicants will be submitted to the City Council for final consideration.

C. City Council Action: City Council shall consider the following criteria that will include, but not be limited to, the following:

1. In any case where selection of an applicant will exclude another applicant in whole or in part, ranking provided by the Department of Taxation, the full information provided by the applicant, the order in which applications were received, the vested interests of the Applicant in the City, the merits of the proposed facilities, location of facility, any public interest determined by the Council in preferring any proposed type or category of establishment and/or offer terms of purchase of property from the City, if any. The City may give preference to the applicant who submitted a complete application first and, further, the City is not obligated to ensure that qualifying property is available within the City at any time;

2. Information regarding any bankruptcy proceedings involving owners or board members;

3. The identity, character, and background of the applicant, capacity, capitalization;

4. Operational plan, organizational structure, environmental sustainability and mitigation plans, interior floor plans of the buildings, odor control systems and suitability of the building for the use proposed, site plan as to parking, traffic movement and aesthetics;

5. Impact on the surrounding area, the type and degree of security and facilities and any other factors that in its discretion are deemed necessary to the safety, peace, order and welfare of the public.

D. Other Inspections: All applicants selected by the City Council must satisfy all required community development, building, fire inspection criteria, and applicable food safety inspections before commencing operations.
E. Denial: The following persons are declared not to be qualified to hold a medical marijuana establishment license under the provisions of this chapter:

1. A person who does not possess, or who does not have a reputation for possessing a good moral character;

2. A person under the age of twenty one (21) years;

3. A person who has been convicted of a felony;

4. A person who has been convicted of a crime involving moral turpitude which includes, but is not limited to: possession of a controlled substance, theft, fraud, falsification in official matters, offenses against privacy, lewdness, voyeurism, or violent or aggravated conduct involving persons or property;

5. A person who is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;

6. A person who has been incarcerated in a Federal or State prison;

7. A person who illegally resides in the United States;

8. A person who at the time of renewal of any license issued under this chapter, would not be eligible for such license upon a first application;

9. A partnership, limited partnership, association or limited liability company, unless all the partners, managers and members of such partnership, limited partnership, association or limited liability company required to submit to a background investigation under the provisions of section 3-10-16 of this chapter are found to be suitable;

10. A corporation, if any principal officer required to submit to a background investigation under the provisions of this chapter is not found suitable;

11. A person who does not beneficially own the premises for which a license is sought or does not have a lease or provisional lease thereon for a minimum of one year.

F. Violations: No license shall be issued to any person who has violated any provision of this chapter, this title, or the Act, or who has violated any provision of a license to sell marijuana issued by the City or any other governmental agency, or who has had such a license revoked.

3-10-19: COMMENCEMENT; NONOPERATIONAL STATUS OF BUSINESS

The licensee must commence operation of the business within ninety (90) days after the license has been approved by the State regulating authority and the City and may not discontinue operation of the business for more than a three (3) month period without City
Council approval. The City Council may approve nonoperational status of the business beyond the initial three (3) month period in time increments not to exceed one year but in no event shall the City Council approve any nonoperational status beyond a maximum of one year. A license shall be automatically revoked at the expiration of the time periods provided by this section unless City Council approval has been granted pursuant to this section. All license fees must be paid notwithstanding the licensee's nonoperational status. Further, a licensee shall pay such fees to be placed on nonoperational status as set forth herein or by resolution of the City Council.

3-10-20: ON SITE USE PROHIBITED

No marijuana shall be smoked, ingested, or otherwise consumed on the premises of any marijuana establishment.

3-10-21: Intentionally left blank.

3-10-22: EMPLOYEE RESTRICTIONS

Except as may be otherwise provided by State law, the following restrictions apply to marijuana establishments within the City:

A. In the event the City Council determines by resolution to require work permits, it is unlawful for any person to work as an employee, volunteer employee or independent contractor (herein referred to as "employee") for a marijuana establishment, unless such person is the holder of a valid current work permit issued by the Chief of Police or his designee in accordance with this chapter. Further, all persons required to obtain a work permit shall first be required to obtain an agent ID card from the Division and, in addition, all officers, board members and directors of a licensee must have their agent ID card from the Division on their person while on the premises of the establishment. The foregoing shall not apply to independent contractors who are required by the Division to be logged in as visitors and given visitor IDs by the establishment.

B. Every employee of each licensee shall be registered with the Chief of Police or his designee on application forms provided by the chief of police or his designee. Each applicant shall furnish:

1. Personal history record listing the applicant's:

   a. Personal identifying information.

   b. Marital information, including previous marriages.

   c. Family information.
d. Arrests and detentions excluding minor traffic violations which shall include a statement of the offense, the place of its occurrence, the date of its occurrence, and the disposition of the case.

e. Detail all wants and warrants.

f. Names and addresses of all employers in the preceding five (5) years.

g. All addresses in the preceding five (5) years.

h. Any other information deemed necessary or useful by the council or the chief of police or his designee.

2. A full set of fingerprints of the applicant.

3. Work card application must be accompanied with an application fee, which is set by resolution of the City Council and may be increased from time to time.

C. The Chief of Police or his designee shall investigate the accuracy of all information supplied by any applicant on the registration form.

D. No person may work in any manner in or for a marijuana establishment:

1. Concerning crimes in this state:

a. Has ever been convicted of a category A or B felony;

b. Has been convicted of a category C or D felony within the past five (5) years;

c. Has been convicted of a category E felony within the past year;

d. Has been convicted of a gross misdemeanor in this state within the past year, except a gross misdemeanor of obstructing justice or resisting an officer within the past five (5) years shall be a further prohibition; or

e. Has been convicted within the past six (6) months of misdemeanor offenses involving theft, larceny, embezzlement, battery, illegal drugs/substances or misdemeanor offenses deemed predatory, abusive, dishonest, or inappropriate towards minors or elders.

f. Has any wants and/or warrants.

2. Concerning crimes outside this state:

a. Has ever been convicted of a crime for which the term of imprisonment imposed, as opposed to the actual length of imprisonment, was greater than ten (10) years;
b. Has been convicted of a crime within the past five (5) years, for which the term of imprisonment imposed, as opposed to the actual length of imprisonment, was at least one year but less than ten (10) years;

c. Has been on probation or parole, from a term of imprisonment, within the past year; or

d. Has been convicted of a misdemeanor within the past six (6) months involving theft, larceny, embezzlement, battery, illegal drugs/substances or misdemeanor offenses deemed predatory, abusive, dishonest, or inappropriate towards minors or elders;

e. Has any wants and/or warrants.

3. Concerning other restrictions:

a. If registered under the provisions of this chapter, such licensing would be contrary to the health, safety or welfare of the city or its residents;

b. Has willfully made any false statement or omission in the registration form required by subsection B of this section; or

c. The Chief of Police or his designee will have the authority to deny or revoke the work card of an employee who does not qualify under this section or who is found to be violating this code or state law. The person whose work card has been denied or revoked may file an appeal to the city of West Wendover City Council within thirty (30) calendar days from the date in which the work permit (card) was denied or revoked.

E. All employees must file with the police and maintain in the marijuana establishment, a current work card with the key employee before commencing work; no work card shall be transferable; all work cards shall state the name of the licensed operation where the employee will work.

3-10-23: FEES

All fees shall be as set forth in this Chapter unless State law requires a lesser fee, in which case the State law will be controlling. Marijuana establishment license fees are not prorated and must be paid in advance to the City by all persons receiving such licenses as follows:

A. Origination Fees: Origination license fees, in addition to the annual license fee listed in this section, are imposed for the following and are payable prior to the issuance of the marijuana establishment license:

<table>
<thead>
<tr>
<th>License Category</th>
<th>Origination Fee</th>
</tr>
</thead>
</table>

Packet Pg. 68
B. License Fees:

<table>
<thead>
<tr>
<th>License Category</th>
<th>Annual License Fees</th>
<th>Quarterly Revenue Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation facility</td>
<td>$5,000.00</td>
<td>3% of the gross revenue</td>
</tr>
<tr>
<td>Production facility</td>
<td>$5,000.00</td>
<td>3% of the gross revenue</td>
</tr>
</tbody>
</table>

A certification form as required by the City shall be submitted with each quarterly tax paid to the City as required in this chapter.

C. Marijuana Testing Laboratory: Each independent marijuana testing laboratory shall pay the onetime nonrefundable application fee and a three percent (3%) quarterly gross revenue license fee.

D. Fees Nonrefundable: License fees and Quarterly Revenue Tax are nonrefundable.

E. Modification Of Fees: License origination, application fees, quarterly fees, location transfer fees, non-operational status fees, renewal processing fees, late renewal fees and reinstatement fees may be modified from time to time by resolution of the City Council and any potential applicant is directed to inquire if such a resolution has been adopted. In the event of a conflict, the fees established by resolution of the City shall be controlling.

3-10-24: RENEWAL; LATE PAYMENT; PENALTY; REINSTATEMENT

A. Renewal Notification:
1. All applications for renewal of a City marijuana establishment business license will be notified, before the due date, of each license fee required, however, the failure to notify any lawful business shall not be held to waive the payment of the business license fee; nor is the actual receipt of such notice required.

2. All applications for renewal of a City marijuana establishment business license shall be accompanied by a copy of the renewed establishment registration certificate from the State regulating authority.

B. File Renewal Application: Every marijuana establishment license shall file, together with the license fees and taxes required by this Chapter, an application for renewal which shall be certified by the licensee, manager or officer thereof. The application for renewal shall contain an accurate report of all gross revenue for the preceding quarter.

C. Certification: The form shall include the following certification:

   I, (name of certifier), certify and declare under the penalties of perjury that I am the owner, partner, (president, treasurer, other) of the business named above, that this is a true, correct and complete report to the best of my knowledge, information and belief, and that this application and report is made with the knowledge and consent of all other individuals named on the marijuana establishment license.

   Signed: Dated: Title:

   I further certify that there has been no unreported change in ownership, management or location of the marijuana establishment license, during the license period; and that the establishment has a valid state license which has not been revoked or suspended, conditioned or limited during the licensing period. I further certify there have been no revenues that have not been reported as required by law or ordinance of the State of Nevada, Elko County, or the City of West Wendover.

   Signed: Dated: Title:

D. Renewal Processing Fee: The licensee shall pay, in addition to all other fees, a license renewal processing fee of five thousand dollars ($5,000.00) due July 1.

E. Late Renewal Fee; Penalty: Marijuana establishment licenses are delinquent if not paid by the due date. A penalty of two thousand five hundred dollars ($2,500.00) shall be required if the renewal processing fee is not paid by the fifteenth day after the due date.

F. Reinstatement: License renewal fees not paid within thirty (30) days after the due date result in automatic license revocation. Any such license shall not be reinstated until the past due payment of seven thousand five hundred dollars ($7,500.00) is made in addition to a five thousand dollar ($5,000.00) reinstatement penalty fee. If the amount
due remains unpaid for greater than forty five (45) days, the license is permanently revoked and a new license must be sought through the full application process. Moreover, the City Council may consider any past permanent revocation under this section in its determination whether to issue a license under a new application.

G. No License Issuance: No license shall be issued until all penalties have been paid in full.

3-10-25: CONSENT TO INSPECTIONS

The applicant or licensee shall consent to any and all reasonable inspections of law enforcement officials and other City officials of the marijuana establishment business operations and premises with or without notice for the purpose of ascertaining such compliance with the laws and regulations of the City and State in areas of health, fire prevention, safety, and consumer protection, together with such examination of the business books and records as may be necessary to ascertain the basis for determining the payment of fees.

3-10-26: REVOCATION OF LICENSES, SUSPENSION, CANCELLATION; NOTICE OF HEARING PROCEDURE

A. Events Causing Revocation: All marijuana establishment business licenses may be revoked or otherwise disciplined to the degree determined appropriate by the City Council if one or more of the following events occur, but such grounds are not limited to the following:

1. A licensee has violated, or permitted, allowed, or caused a violation of any provision of this Chapter or the City Code, whether or not it relates to the operation, or any regulation issued pursuant to this chapter, or any condition of approval imposed upon the issuance of the license, or any State law or regulation relating to operation;

2. The State registration certificate has been surrendered, suspended or revoked;

3. Based on ascertainable facts, the operation substantially aggravates the crime problems in the City, makes law enforcement unduly difficult, or is detrimental to the public health, safety or welfare of the City;

4. A licensee has made fraudulent statements as to a material fact on an application form, as to any other information presented as part of the application process, or in connection with any other information required to be submitted to the business license authority;

5. The licensee has failed to maintain the premises in compliance with the requirements of the community development, building, fire, health, and environmental agencies;
6. Having committed a felony offense or the licensee or business entity having permitted, suffered or allowed a felony to be committed in the operation of the marijuana establishment by an employee or agent;

7. Dispensing, delivering or otherwise transferring marijuana to a person other than a marijuana establishment agent, or another marijuana establishment;

8. Any act or omission committed by any employee, agent, or independent contractor that occurs in the course of his or her employment, agency, or contract with the licensee shall be imputed to the licensee for the purposing suspension or revocation of the license. Lack of actual knowledge of the acts or omissions of employees shall not constitute a defense for a licensee.

B. City Council May Revoke, Suspend Or Cancel: The City Council, at any regular or at any special meeting convened and held for that purpose and upon a show cause order for any willful or serious or multiple violation(s) or omission(s) of this Chapter, may revoke, suspend, or cancel otherwise discipline the marijuana establishment licenses by a majority vote. If a license is revoked, suspended, or canceled pursuant to this provision, it shall be unlawful for the licensee to maintain or conduct such business under the license, or at all. If discipline is imposed, the City Council may order reasonable costs, expenses and attorney fees assessed against the licensee and may further order a civil penalty not to exceed five thousand dollars ($5,000.00). Upon such revocation, suspension or cancellation, no refund of any portion of the license fee shall be made to the licensee and the licensee shall immediately cease all business at all places under such license.

C. Notice Of Hearing; Hearing Procedures: Notice and the procedure of a hearing scheduled for the purposes set forth in this chapter shall be in accordance with business license revocations and disciplinary actions set forth in this title, as amended or renumbered from time to time.

3-10-27: ACTION UPON SUSPENSION, REVOCATION OR CLOSURE

A. In the event of a suspension, revocation or closure of any license, the establishment shall not remove any marijuana from the premises except under the supervision of the West Wendover Police Department and must dispose of it in a manner and location approved by the State regulating authority and/or the Police Department.

B. In the event that the marijuana establishment is closing either temporarily, or permanently, the establishment shall notify the City Clerk of the closing fifteen (15) days before the marijuana establishment is closed and in the case of an emergency, the establishment must notify the City Clerk within twenty four (24) hours of such closure.

3-10-28: DISPOSAL OF MEDICAL MARIJUANA WASTE
A. Disposal of waste of the marijuana establishment must meet all State and Federal guidelines. Waste must be maintained in a secure location until removal from the location. All waste must be deposited at the disposal site operated by the City or its authorized contractor.

B. Marijuana and any waste including wastewater must be stored, secured and managed in accordance with applicable State Statutes and regulations and with a State approved disposal plan which must be provided to the City. A marijuana establishment must dispose of marijuana that is not usable marijuana within ten (10) calendar days of expiration of use. Marijuana waste must be made unusable prior to leaving a licensed marijuana facility.

1. Wastes that must be rendered unusable prior to disposal include, but are not limited to:
   a. Marijuana plant waste, including roots, stalks, leaves, and stems that have not been processed with solvent.
   b. Solid marijuana sample plant waste possessed by third party laboratories certified by the State regulating authority for quality assurance that must be disposed of.

2. The allowable method to render marijuana plant waste unusable is by grinding and incorporating the marijuana plant waste with non-consumable solid waste or other ground materials so the resulting mixture is at least fifty percent (50%) nonmarijuana waste by volume. Other methods to render marijuana waste unusable must be approved by the State regulating authority before implementing.

3. Marijuana waste rendered unusable following an approved method in the facility disposal plan may be delivered to a franchised or licensed solid waste facility for final disposition.

4. Disposal cannot include marijuana products including plant material entering the City wastewater collection system, storm drain system or any unsecure rubbish disposal system.

5. A marijuana establishment shall not transfer, share, give, sell or deliver any unused marijuana in the establishment's possession to any other person, regardless of whether they are licensed as a marijuana establishment.

6. A marijuana establishment shall not dispose of medical marijuana in any manner other than permitted under this chapter.

3-10-29: VIOLATION; PENALTY

Any person violating any of the terms, conditions or provisions of this chapter shall be deemed guilty of a misdemeanor. Upon conviction thereof such person shall be punished by a fine not to exceed the maximum allowable under Nevada Revised Statutes, or by
imprisonment for a term not to exceed six (6) months, or by both such fine and
imprisonment. Such conviction shall also subject the permittee or licensee to have his
permit or license revoked or otherwise disciplined. Thereafter, any person adjudged guilty
of a violation of this chapter or any of the terms, conditions or provisions thereof may, in
the discretion of the City Council, be denied a permit or license. Each violation or instance
of noncompliance shall be considered a separate and distinct offense. Further, each day of
continued violation or noncompliance shall be considered as a separate offense. All other
penalties, fines or remedies provided by this Chapter are cumulative and not exclusive, and
are in addition to any criminal penalties provided herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby
repealed, but only to the extent of such conflict.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall for
any reason be held to be invalid, unenforceable or unconstitutional by any court of competent
jurisdiction, the invalidity, or unenforceability of such section, paragraph, clause or provision
shall not affect any remaining provisions of this Ordinance.

UPON ADOPTION, the City Clerk of West Wendover is hereby directed to have this
Ordinance published, by title only, together with an adequate summary including any
amendments, once in a newspaper published in the City, if any, otherwise in a newspaper
published in the County and having a general circulation in the City. The City Clerk is directed
to post this Ordinance in full in the City Hall. This Ordinance becomes effective twenty (20)
days after its publication.

PASSED AND ADOPTED this ____ day of ____________, 2018 by the following vote of
the City Council:

AYES: _____________________________________________________________
______________________________________________________________
______________________________________________________________

NAYES: __________________________________________________________

ABSENT: _________________________________________________________

APPROVED this ____ day of ____________, 2018.
CITY OF WEST WENDOVER

By: ________________________________
    DANIEL CORONA, Mayor

ATTEST:

________________________________
    ANNA E. BARTLOME, City Clerk
AFFIDAVIT OF POSTING

STATE OF NEVADA

COUNTY OF ELKO

ANNA E. BARTLOME, being first duly sworn, deposes and says:

That Anna Bartlome is and was at the time of posting hereafter mentioned, a citizen of the United States, over the age of twenty-one years and the duly appointed, qualified City Clerk of the City of West Wendover, County of Elko, State of Nevada; that on the _____ day of __________, 2018, Affiant posted at one public bulletin board in the City of West Wendover, Nevada, a full, true and correct copy of Ordinance No. 2018-___ entitled, “RECREATIONAL MARIJUANA ESTABLISHMENT REGULATIONS.”

CITY OF WEST WENDOVER ORDINANCE NO. 2018-___

SUMMARY: WEST WENDOVER ORDINANCE NO. 2018-01 AMENDS TITLE 3 CHAPTER 10 OF THE WENDOVER CITY CODE BY DELETING THE CURRENT CHAPTER 10 PROVISIONS AND PROVIDING FOR COMPREHENSIVE REGULATIONS WITHIN THE CITY FOR RECREATIONAL MARIJUANA ESTABLISHMENTS WHICH ARE REGISTERED AND PERMITTED BY THE STATE OF NEVADA, EXCLUDING RETAIL RECREATIONAL MARIJUANA ESTABLISHMENTS, AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

TITLE - WEST WENDOVER ORDINANCE NO. 2018 -01 , AN ORDINANCE ENTITLED “LIMITED RECREATIONAL MARIJUANA ESTABLISHMENTS,” WHICH AMENDS THE CITY CODE TO PERMIT SPECIFIED RECREATIONAL MARIJUANA ESTABLISHMENTS AND PROVIDE COMPREHENSIVE REGULATIONS CONCERNING THE SAME WITHIN THE CITY.
CITY CLERK

SIGNED AND SWORN TO (or affirmed) before me on ___________________, 2018
by  Anna E. Bartlome  .

________________________________

NOTARY PUBLIC
PUBLIC NOTICE OF FILING OF CITY OF WEST WENDOVER ORDINANCE
PURSUANT TO N.R.S. 266.115

NOTICE IS HEREBY GIVEN that City of West Wendover Ordinance No. 2018-___, with Summary and Title as follows, was filed with the City of West Wendover Clerk on ____________, 2018:

SUMMARY: WEST WENDOVER ORDINANCE NO. 2018-01 AMENDS TITLE 3 CHAPTER 10 OF THE WENDOVER CITY CODE BY DELETING THE CURRENT CHAPTER 10 PROVISIONS AND PROVIDING FOR COMPREHENSIVE REGULATIONS WITHIN THE CITY FOR RECREATIONAL MARIJUANA ESTABLISHMENTS WHICH ARE REGISTERED AND PERMITTED BY THE STATE OF NEVADA, EXCLUDING RETAIL RECREATIONAL MARIJUANA ESTABLISHMENTS, AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

TITLE - WEST WENDOVER ORDINANCE NO. 2018-01, AN ORDINANCE ENTITLED “LIMITED RECREATIONAL MARIJUANA ESTABLISHMENTS,” WHICH AMENDS THE CITY CODE TO PERMIT SPECIFIED RECREATIONAL MARIJUANA ESTABLISHMENTS AND PROVIDE COMPREHENSIVE REGULATIONS CONCERNING THE SAME WITHIN THE CITY.

NOTICE IS FURTHER GIVEN that copies of the Ordinance are available for public examination and distribution upon request at the office of the Clerk of the City of West Wendover, Nevada, at 1111 N. Gene L. Jones Way; that said Ordinance was proposed and read by title on ______, 2018, and that the City Council intends to take final action on the adoption of said Ordinance on its regular meeting on the ____ day of ________, 2018 as a regular measure.

IN WITNESS WHEREOF, the City Council of the City of West Wendover, Nevada, has caused this Notice to be given by reference to the Title and Summary of the proposed Ordinance.

DATED this ____ day of ________, 2018.

CITY OF WEST WENDOVER

________________________________________
DANIEL CORONA, MAYOR

PUBLISHED: ____________, 2018.

PUBLICATION OF THIS NOTICE MUST BE AT LEAST TEN (10) DAYS BEFORE THE DATE SET FOR THE ADOPTION OF THE ORDINANCE.
NOTICE

NOTICE IS HEREBY GIVEN that on the ___ day of __________, 2018, the City Council of the City of West Wendover, Nevada, approved the adoption of an Ordinance for the City of West Wendover, Nevada, with the Summary and Title as follows:

SUMMARY: WEST WENDOVER ORDINANCE NO. 2018-01 AMENDS TITLE 3 CHAPTER 10 OF THE WENDOVER CITY CODE BY DELETING THE CURRENT CHAPTER 10 PROVISIONS AND PROVIDING FOR COMPREHENSIVE REGULATIONS WITHIN THE CITY FOR RECREATIONAL MARIJUANA ESTABLISHMENTS WHICH ARE REGISTERED AND PERMITTED BY THE STATE OF NEVADA, EXCLUDING RETAIL RECREATIONAL MARIJUANA ESTABLISHMENTS, AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.

TITLE - WEST WENDOVER ORDINANCE NO. 2018 -01, AN ORDINANCE ENTITLED “LIMITED RECREATIONAL MARIJUANA ESTABLISHMENTS,” WHICH AMENDS THE CITY CODE TO PERMIT SPECIFIED RECREATIONAL MARIJUANA ESTABLISHMENTS AND PROVIDE COMPREHENSIVE REGULATIONS CONCERNING THE SAME WITHIN THE CITY.

NOTICE IS FURTHER GIVEN that, pursuant to NRS 266.115, notice of the adoption of the above-entitled Ordinance is being published by title, together with an adequate summary, including any amendments, once in a newspaper published in the City and posted in full in the City Hall. The Ordinance shall become effective twenty (20) days after its publication.

DATED this ___ day of __________, 2018.

CITY OF WEST WENDOVER

___________________________________
DANIEL CORONA, MAYOR

PUBLISHED: __________, 2018
Memo

From: Anna Bartlome

To: 

Date: 08/07/2018

Re: Discussion and Decision to Adopt Resolution 2018-15 a Resolution Finding that it is in the Best Interests of the City to Lease and/or Dispose of Certain Real Property Without Offering the Property to the Public for the Agreed Upon Lease and/or Sale Conditions, Which are Equal to or Greater than the Fair Market Value for the Purpose of Economic Development Under NRS 268.063, Regarding Marijuana Establishment(s) Businesses as Provided for Under Applicable NRS and City Code.

See attached information.
Memo

To:     Mayor & City Council
From:   Chris J. Melville, City Manager/Director Community Development
CC:     [Click here and type name]
Date:   8/2/2018
Re:     Agenda – August 7, 2018 – Resolution 2018-15, Lease with Option to Purchase Property DRN Holdings LLC

Mayor/Council:

Attached is the Resolution which will authorize the lease/sale agreement for 3 acres in the Industrial park to DRN Holdings LLC, which is associated with the Deep Roots Medical Dispensary project. With approval of the Resolution, I will then need the Council to also approve the related Lease/Purchase Agreement.

The fair market lease value was determined through an updated appraisal in July meeting the requirements set forth in City Code and NRS which provided for an 8% return on the value of the property.
CITY OF WEST WENDOVER RESOLUTION NO. 2018-15

A RESOLUTION FINDING THAT IT IS IN THE BEST INTERESTS OF THE CITY TO LEASE AND/OR DISPOSE OF CERTAIN REAL PROPERTY WITHOUT OFFERING THE PROPERTY TO THE PUBLIC AND FOR THE AGREED UPON LEASE AND/OR SALE CONDITIONS WHICH ARE EQUAL TO OR GREATER THAN THE FAIR MARKET VALUE FOR THE PURPOSE OF ECONOMIC DEVELOPMENT

WHEREAS, the development and operation of marijuana establishment(s) and associated improvements and economic results in the community are desirable to the City for the purpose of Economic Development as the same is defined in NRS 268.063;

WHEREAS, the City has determined that it is in the best interests of the public to lease and/or dispose of certain real property without offering the property to the public for an agreed upon lease and/or sale price which is equal to or greater than the fair market value for the lease/buyer to develop and operate marijuana establishment(s) under City Code;

WHEREAS, it is the City’s intent to enter into a lease agreement with option to purchase to lease and/or dispose of a certain portion of City real property to allow for the development of marijuana establishment(s) businesses in the City which have received appropriate marijuana establishment certificates issued by the State of Nevada and authorized pursuant to City Code; and

WHEREAS, the City has met or will meet all requirements for such disposition as are set forth in NRS 268.063;

NOW, THEREFORE, BE IT RESOLVED as follows:

The City may lease and/or sell a certain portion of City real property without offering the land to the public and for an agreed upon lease and/or sale price which is equal to or greater than the fair market value at the time of this resolution to allow for the development of marijuana establishment(s) businesses in the City pursuant to City Code. A map and related description depicting the real property to be leased and/or sold is attached hereto as Exhibit 1 and incorporated herein.

Upon introduction by Councilperson ____________________, and seconded by Councilperson ____________________, the above described Resolution was duly considered, PASSED and ADOPTED by the City Council of the City of West Wendover on ____________________, 2018 and signed this ____ day of ____________________, 2018.

CITY OF WEST WENDOVER

By: ____________________________
   DANIEL J. CORONA, Mayor

ATTEST:

ANNA BARTLOME, City Clerk
The property consists of 3.00 acres of land generally described as Lot 1A as identified through outline in the below proposed parcel map in the City of West Wendover Industrial Park located generally at 395 Industrial Way, West Wendover, Nevada 89883.
Memo

From: Anna Bartlome

To: 

Date: 08/07/2018

Re: Discussion and Decision to Approve the Proposed Lease Agreement with Option to Purchase Between the City of West Wendover and DRN Holdings LLC, A Nevada Limited Liability Company Regarding 3 Acres of Certain Real Property Owned by the City and Located Within the City Industrial Park Generally Located at 395 Industrial Way for Purposes of Economic Development Under the Provisions of Nevada Revised Statutes 268.063, and Authorize the City Manager to Prepare and the Mayor to Execute Such Agreement and Other Matters Appropriately Related Thereto.

See attached information.
Memo

To:        Mayor & City Council
From:     Chris J. Melville, City Manager/Director Community Development
CC:  [Click here and type name]
Date:   8/2/2018
Re:   Agenda – August 7, 2018 – Lease Agreement DRN Holdings LLC

Mayor/Council:

Attached is the actual Lease Agreement with Option to Purchase the 3 acres in the Industrial Park associated with the Deep Roots Medical Dispensary and Cultivation/Production licensing.

The fair market value for the lease was set through an updated appraisal in July. That rate provides for an 8% return on the value of the property per annum. The lease rate per annum for the 3 acres being $19,602.00

A few things to point out:

1. The agreement requires the first two months lease in deposit.
2. It is a 5 year term with three extension options thus a total of 20 years possible.
3. The agreement has an option to purchase after the first two years of the agreement.
4. The agreement has a built in time trigger for lease rate adjustments based on the CPI every two years of each term.

With your approval, I will have the Mayor execute and get the document back to the Lessee for execution.
LEASE AGREEMENT
WITH OPTION TO PURCHASE

This Lease Agreement with Option to Purchase is made and entered into this ______ day of August, 2018, by and between the CITY OF WEST WENDOVER, a political subdivision of the State of Nevada, hereinafter referred to as “Lessor,” and DRN HOLDINGS, LLC, a Nevada limited liability company, hereinafter referred to as “Lessee.”

RECITALS:

1. Lessor is the owner of the real property in the West Wendover Industrial Park (“the Leased Premises”) located in the City of West Wendover, Nevada, more particularly described on Exhibit “A” attached hereto.

2. Lessor has determined that it wishes to lease approximately three (3) acres of land in the Industrial Park to Lessee for purposes of economic development through the establishment of new commercial enterprises or facilities within the City to create further opportunities for employment for its residents.

3. Lessee intends to construct and operate a commercial facility on land located in the Industrial Park.

WITNESSETH:

NOW, THEREFORE, in consideration of the recitals contained above and for the conditions and covenants hereinafter contained, the parties agree as follows:

SECTION 1
TERM/COMMENCEMENT

A. Term. The initial term of this Lease shall be for five (5) years beginning on the Commencement Date as defined in subsection 1.C. below and ending five (5) years from the Commencement Date subject to default and, further, subject to the options described herein.

B. Renewal Options. Provided that at the time of the giving of Lessee’s renewal notice and at the end of any term allowed herein Lessee is not in default of any of the terms, conditions or covenants contained herein, Lessee is hereby granted the option to extend this Lease three (3) additional five-year terms (the “Extended Terms”) upon Lessee’s notifying Lessor in writing of its election to extend at least ninety (90) days prior to expiration of the existing term of this Lease. During such Extended Terms, if exercised, this Lease shall be on the same terms and conditions contained herein.
except each Extended Terms shall be subject to Consumer Price Index changes as described in this Lease.

C. **Commencement Date/Initial Deposit.** This Lease shall commence on recording of the parcel map for the Property described on Exhibit “A” (the “Commencement Date”); provided, however, upon execution of this Lease, Lessee shall deposit with Lessor the sum of THREE THOUSAND, TWO HUNDRED SIXTY-SEVEN DOLLARS ($3,267.00) which shall be applied to the first two month’s lease or refunded if the parcel map referred to herein is not approved by the governing body for parcel maps or Lessee does not accept the title report referred to in Section 5.

**SECTION 2**

**RENT**

A. For the initial two (2) years of the term of this Lease, Lessee shall pay a monthly rental amount of ONE THOUSAND, SIX HUNDRED THIRTY-THREE DOLLARS AND FIFTY CENTS ($1,633.50). Lessee may pre-pay rent obligations without penalty.

B. After the expiration of two (2) years in any Lease term, the rental rate shall be increased in an amount equal to the average increase of the Consumer Price Index (CPI) in the preceding two (2) years. Thereafter, the rental rate shall be the increased rental based on the change caused by the change in the CPI.

C. All rent and other monies required to be paid by Lessee hereunder shall be paid to Lessor without deduction or offset, prior notice or demand, in lawful money of the United States, at West Wendover, Nevada, or at such other place as Lessor may, from time to time, designate in writing.

D. A penalty of ten percent (10%) of the rental amount shall be applied to the rent if the rent is not paid within ten (10) days of the due date, which additional amount shall be deemed part of the rental obligation.

E. In addition to the foregoing, if Lessee shall fail to pay the rent after the penalty date, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

**SECTION 3**

**POSSESSION AND SURRENDER OF LEASED PREMISES**

A. Lessee shall, by taking possession of the Leased Premises, be deemed to have accepted the Leased Premises. Lessee further acknowledges that the Leased Premises have been inspected and Lessee expressly accepts the same in their present condition and state of repair, without any representations, statements, or warranties of Lessor, express or implied, as to their condition and state of repair.
B. Unless Lessee has purchased the Leased Premises, upon the expiration or sooner termination of the Term of this Lease, Lessee may, at its sole cost and expense, remove from the Leased Premises all personal property and trade fixtures which Lessee has installed or placed thereon and owned by Lessee and repair all damage thereto resulting from such removal. If Lessee fails to remove personal property or trade fixtures within thirty (30) days of termination, ownership of such trade fixtures or personal property shall be deemed to be transferred to Lessor and Lessor may dispose of such trade fixtures or personal property without further notice to Lessee. Regardless, Lessee must clean and clear the Leased Premises of all debris and refuse, and Lessee shall thereupon surrender the Leased Premises in good and clean condition, reasonable wear and tear excepted.

SECTION 4
USE OF LEASED PREMISES

A. The property is leased to Lessee solely for the establishment of a new commercial facility which will create and retain opportunities for employment within the City of West Wendover. Lessee shall not use or suffer to be used the Leased Premises, or any portion thereof, for any other purpose or purposes whatsoever, without Lessor’s prior written consent.

B. Lessee shall at all times during the Term of the Lease comply with all State and local governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect, pertaining to the Leased Premises and/or Lessee’s use thereof.

C. Lessee shall not commit or knowingly permit any nuisance, cause disturbances, or commit or suffer any violation of State and local governmental rules, regulations, ordinances, statutes and laws, now or hereinafter in effect, to be committed on the Leased Premises.

SECTION 5
CREATION OF LEGAL PARCEL/TITLE REPORT

Lessor and Lessee hereby approve the location and configuration shown for the Property on Exhibit “A” attached hereto. Lessor agrees to obtain, at Lessor’s cost, on or before the Commencement Date, a parcel map for the Property described on Exhibit “A” which shall be recorded prior to Commencement Date. Thereafter, Lessor shall order and provide to Lessee at Lessor’s expense an informational title report for the Property.
SECTION 6
ALTERATIONS AND IMPROVEMENTS

A. Any improvements on the Property shall be made in good and workmanlike manner and in compliance with all applicable permits, authorizations, building regulations, zoning laws and all other State and local governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Premises or Lessee's use thereof. Unless Lessee has purchased the premises, any permanent improvements made by Lessee shall, at Lessor's option, become the property of Lessor upon the expiration or sooner termination of this Lease. Further, upon expiration or sooner termination of this Lease, provided Lessee has not purchased the premises, all improvements to the property, including, but not limited to, all permanent structures and buildings, shall become the property of Lessor.

B. Lessee will not create or permit to be created or to remain, and will discharge, any lien, encumbrance, or charge upon the Leased Premises.

C. Lessee shall give Lessor seven (7) days advance written notice of all construction, repairs (other than repairs of an emergency nature) and other activities which Lessee intends to do or cause to be done which could result in a mechanic's or materialmen's lien being filed against Lessor's property so that Lessor can timely file a written Notice of Non-Responsibility pursuant to NRS 108.234. Lessee shall also notify Lessor within three (3) days of the date Lessee enters into a contract with the prime contractor for any construction, alteration or repair of the work of improvement so that Lessor can timely deliver such Notice of Non-Responsibility to the prime contractor pursuant to NRS 108.234. Further, the provisions set forth in this paragraph shall serve as written notice to Lessee in accordance with NRS 108.234 that Lessee shall comply with, and Lessee hereby acknowledges and agrees that Lessee will comply with the requirements set forth in NRS 108.2403 and NRS 108.2407. Lessee shall reimburse Lessor for any costs or expenses Lessor incurs as a result of claims made against Lessor as a result of Lessee's activities other than any cost or expenses arising from the gross negligence or willful misconduct of Lessor.

SECTION 7
TAXES

Lessee shall be liable for and shall promptly pay before delinquency all real and personal property taxes and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against Lessor's real property and Lessee's business operations on the Leased Premises and any other personal property of whatsoever kind and to whomsoever belonging situate or installed in or upon the Leased Premises whether or not affixed to the realty. Lessor shall notify the County Assessor of this Lease so that any tax bills due will be sent directly to Lessee.

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SECTION 8
UTILITIES

Lessee shall fully and promptly pay all charges for all utilities and services, including without limitation, water, sewer, gas, heat, electricity, power, garbage service, air conditioning, and telecommunications service charged or attributable to the Leased Premises, and all other services or utilities used in, upon or about the Leased Premises by Lessee during the Term hereof.

SECTION 9
INSURANCE

A. Lessee shall, at all times during the Term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Lessor assuring against loss, damage or liability for injury or death to persons and loss or damage to property, including fire, flood and earthquake, occurring from any cause whatsoever. Such liability insurance shall be in amounts of not less than TWO MILLION DOLLARS ($2,000,000) for bodily injuries to or death of any one person whomsoever, and ONE MILLION DOLLARS ($1,000,000) for bodily injuries to or death of any two or more persons whomsoever, arising from the same occurrence. Lessee and Lessor shall be named as insureds under each such policy of insurance.

B. A certificate issued by the insurance carrier for the public liability insurance required to be maintained by Lessee hereunder, together with a copy of such policy, shall be delivered to Lessor on or before the date Lessee conducts any business on the Leased Premises and as to policy renewals within thirty (30) days before to the expiration of the terms of each such policy. Said certificate of insurance and such policy of insurance required to be maintained by Lessee hereunder shall be from an insurer and in form and substance satisfactory to Lessor and shall expressly evidence insurance coverage as required by the Lease (including an express waiver of any and all rights of subrogation thereunder whatsoever against Lessor, Lessor's representatives, agents and employees) and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Lessor prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

C. If Lessee fails either to acquire the insurance required pursuant to this section or to pay the premiums for such insurance or deliver the required policies or certificates, Lessor may, in addition to other rights and remedies available to Lessor, acquire such insurance and pay the requisite premiums therefor. Such premiums will be reimbursable and payable by Lessee to Lessor, as additional rent, immediately upon written demand therefor made to Lessee by Lessor, plus ten percent (10%) interest or maximum award allowed by law, whichever is lower, if not paid within ten (10) days after notice.
SECTION 10
LIENS

Lessee shall at all times defend, indemnify, save and hold Lessor and the Leased Premises free, clear and harmless from any and all claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Lessee, or any person or entity holding through or under Lessee or out of any work performed, material furnished, or obligations incurred by Lessee in, upon or otherwise in connection with the Leased Premises. Lessee shall, at its sole cost and expense, within fifteen (15) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Lessor, at the cost and for the account of Lessee, from obtaining said discharge and release in the event Lessee fails or refuses to do the same within said fifteen (15) day period.

SECTION 11
INDEMNIFICATION

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

SECTION 12
ASSIGNMENT AND SUBLETTING

A. Lessee and Lessor shall not mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein. Except for Deep Roots Medical LLC, Lessee and Lessor shall not assign or sublet the Leased Premises or any portion thereof, or license the use of all or any portion of the Leased Premises without the written consent of the other party; provided, however, following the completion of the commercial facility contemplated herein, Lessor shall not unreasonably withhold consent to any assignment or subletting. A consent by either party to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

B. In the absence of an express agreement in writing to the contrary, executed by Lessor or Lessee, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Lessee or Lessor of any of the provisions, covenants and conditions of this Lease on the part of Lessee or Lessor to be kept and performed.
C. Any such consent by Lessor or Lessee to an assignment or sublease shall be with the express understanding that the assignee or sublessee shall accept and be bound by all the terms, covenants, provisions and conditions of this Lease and/or such other terms, covenants, provisions, conditions, modifications and amendments thereof as Lessor in its sole discretion may reasonably require, and that Lessee and Lessor shall remain fully obligated for the performance of all the terms, provisions, conditions and covenants hereof.

SECTION 13
RIGHT OF ACCESS

Lessor and Lessor’s authorized agents and representatives shall be entitled to enter the Leased Premises during normal business hours upon twenty-four (24) hours advance notice for any purpose that Lessor may deem necessary or appropriate for protection of Lessor or the Leased Premises. Lessor shall not unreasonably interfere with Lessee’s operation of Lessee’s business during any inspection. Nothing contained herein shall impose or be deemed to impose any duty on the part of Lessor to do any work or repairs, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Lessee, and the performance thereof by Lessor shall not constitute any waiver of Lessee’s default in failing to do the same.

SECTION 14
EXPENDITURES BY LESSOR

Whenever under any provision of this Lease, Lessee shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Lessee fails, refuses or neglects to perform as herein required, Lessor shall be entitled, but shall not be obligated, to make any such payment or to do any such thing or act, or to incur any such liability, all on behalf of and at the cost and for the account of Lessee. In such event, the amount thereof with interest thereon (at the rate of twelve percent (12%) per annum until repayment by Lessee in full) shall constitute and be collectible as additional rent on demand.

SECTION 15
SIGNS

Except as may be required by State law, Lessee shall be allowed to erect any sign or signs on demised premises necessary to advertise its place of business, subject, however, to the right of Lessor to approve of the place of erection and manner of erection of such sign(s) under the building codes/requirements of the City. All signs shall be erected in such a manner so that they may be removed without damage to the demised premises. Any sign(s) so erected shall continue to be the property of Lessee and Lessee shall bear all responsibility and obligation therefor.

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SECTION 16
HAZARDOUS AND TOXIC MATERIALS AND POLLUTANTS

Lessee shall not, on the Leased Premises, violate any applicable law or regulation relating to any substance, material or waste classified as hazardous, toxic or pollutant, or which is regulated as waste. Lessee shall indemnify and hold harmless Lessor from any such violations by Lessee, its agents or contractors.

SECTION 17
DEFAULT

A. Lessee’s compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Lessor hereunder. Lessor shall have all the rights and remedies provided under the laws of the State of Nevada, in the event that Lessee should default in any manner whatsoever under this Lease, which rights and remedies shall be cumulative in nature.

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

C. If the rent herein provided for, or any part thereof, shall be in arrears, or shall be unpaid on the date the same ought to have been paid, and remains unpaid for 10 days thereafter, it shall constitute a default without further notice. If the liability insurance provisions of Section 9 hereof are not complied with; or if said Lessee shall violate, breach or default in the performance of any of the other covenants or agreements herein contained, and shall not remedy the default within fifteen (15) days after written notice of default by Lessor, this Lease shall thereupon terminate and it shall be lawful for the Lessor or their agent or legal representatives to re-enter or repossess the premises, either by force, summary proceedings, surrender or otherwise, and remove all occupants therefrom and hold and enjoy said premises without let or hindrance by said Lessee or any other occupants, anything to the contrary herein notwithstanding.

D. The Lessee shall not abandon the premises at any time during the Term. Any such abandonment shall constitute a default hereunder and shall give Lessor the right to give notice of default as provided herein and upon termination of this Lease the Lessor may re-enter said premises, take possession thereof and remove Lessee and all other occupants therefrom, all without prejudicing Lessor's right to recover and collect any monies already or then becoming due and payable pursuant to the terms of this Lease.

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SECTION 18
ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach hereunder, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover all costs and expenses from the other party, including reasonable attorney fees.

SECTION 19
QUIET POSSESSION

Lessee, upon paying the rentals and other payments herein required from Lessee, and upon Lessee's performance of all of the provisions, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Premises during the Term of this Lease as provided herein without any unreasonable disturbance from Lessor or from any other person claiming through Lessor.

SECTION 20
OPTION TO PURCHASE

Upon completion of two (2) years of this Lease and provided Lessee is not in default of this Lease, Lessor, does hereby grant to the Lessee, the exclusive right and option to purchase the leased property on the following terms and conditions:

A. The purchase price shall be the fair market value as of the time the option is exercised as determined by a licensed appraiser, all in accordance with Nevada Revised Statute 268.063 and related statutes. The purchase price shall be based solely on the value of the land without improvements.

B. Except as otherwise set forth herein, to exercise this option, Lessee must give written notice of its intent to exercise the option at least ninety (90) days before the expiration of any term of this Lease.

C. Upon receipt of notice to exercise the option, Lessor shall order a preliminary title report and upon receipt of the report provide a copy to Lessee. Lessee shall have the right to do the following at any time within ten (10) days after receipt of such preliminary title report:

1. Approve and accept the title reflected by such title report;

2. Disapprove and reject the title if such title report reflects that the title is subject to any title clouds, defects, or matters not specified in this option and which such title clouds, defects, or matters render
the title, in the opinion of the Lessee, unmarketable or not capable of being insured in the manner and of the quality provided in this option; or

3. Disapprove and reject title if there are any reservations, restrictions, restrictive covenants, easements, liens or rights of way which are not acceptable to the Lessee.

Upon any disapproval and rejection as above provided, this Option to Purchase shall be deemed discharged and rescinded, and all parties hereto discharged of performance hereof, and released of all liability one to the other hereunder for the purchase, if the Lessee does not give his acceptance or rejection of title within the ten-day period herein provided.

Approval and acceptance of any title by the Lessee shall be upon condition that title of the same quality and nature as that approved. In the event there are changes in the title between the date of approval and such title and the time of close of escrow, the Lessee shall have the right to either accept such title changes, or reject such title and rescind this sale and option and thereby discharge all parties of further performance hereof and relieve all parties of claims or liabilities to the other hereunder for the sale.

D. Lessor shall transfer title to Lessee by Grant, Bargain and Sale Deed.

E. The cost of title insurance shall be paid by Lessor.

F. Real property transfer tax shall be paid one-half by each party.

G. Lessee shall pay the cost of the appraisal.

H. The parties shall allocate other costs of closing in accordance with the standard allocation of such costs by the title company. Any matters which require pro-rataion, shall be pro-rated in accordance with the standard procedure utilized by the title company for closing.

I. No brokerage fees shall be due by either party.

J. Closing shall occur within forty-five (45) days after receipt by Lessee of a copy of the preliminary title report.

K. In the event closing is mutually extended by Lessor and Lessee and Lessee continues to occupy the premises, Lessee shall pay to Lessor the applicable monthly rental in accordance with the terms of this Lease.

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SECTION 21
SERVICE OF NOTICES

A. Any and all notices and demands by or from Lessor to Lessee, or by or from Lessee to Lessor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified postage prepaid, return receipt requested. If such notice or demand be served by certified mail in the manner provided herein, service shall be conclusively deemed given three (3) days after mailing or upon receipt, whichever is sooner.

B. Any notice or demand to Lessor shall be addressed to Lessor at:

City of West Wendover
Attn: Chris J. Melville, City Manager
1111 N. Gene L. Jones Way – P.O. Box 2825
West Wendover, NV 89883

C. Any notice or demand to Lessee shall be addressed to Lessee at:

DRN Holdings, LLC
Attn: Keith Capurro, Manager
195 Willis Carrier Canyon
Mesquite, NV 89034

D. Either party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto.

SECTION 22
PARTIAL INVALIDITY

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

SECTION 23
TIME OF THE ESSENCE

Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.
SECTION 24
ENTIRE AGREEMENT

Except for any other written agreements executed of even date with this Lease, this Lease contains the entire agreement between the parties and cannot be changed, modified, amended or terminated orally.

SECTION 25
NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or of joint venture, or of any association between Lessor and Lessee. Neither the provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant; provided, however, Lessor, as the controlling municipal authority for the City of West Wendover, Nevada, may require or impose other conditions or terms as required or permitted by applicable law.

SECTION 26
APPLICABLE LAWS/VENUE

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease. Venue for any action involving this Lease shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko.

SECTION 27
WAIVER OF JURY TRIAL

The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Lease.

SECTION 28
SUCCESSORS AND ASSIGNS

Subject to the restrictive provisions of Section 12 hereof, the terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, representatives, successors and assigns of Lessor and Lessee, respectively.

[Remainder of page intentionally left blank.
Signature Page Immediately Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement with Option to Purchase on the date and year below written.

LESSOR:

CITY OF WEST WENDOVER

By: ______________________
   DANIEL J. CORONA, Mayor

ATTEST:

By: ______________________
   ANNA BARTLOME, City Clerk

Date Executed: _______________

LESSEE:

DRN HOLDINGS, LLC, a Nevada limited liability company

By: ______________________
   KEITH CAPURRO, Manager

Date Executed: _______________
EXHIBIT “A”
(Real Property)

The property consists of 3.00 acres of land generally described as Lot 1A as identified through outline in the below proposed parcel map in the City of West Wendover Industrial Park located generally at 395 Industrial Way, West Wendover, Nevada 89883.
Memo

From: Anna Bartlome

Date: 08/07/2018

Re: Discussion and Decision to Approve the Amendment to Contract of Purchase and Sale for Land Located at 450 Industrial Way Between the City of West Wendover and BRLS NV Properties V, LLC, a Nevada Limited Liability Company and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto.

See attached information.
Memo

To: Mayor & City Council

From: Chris J. Melville, City Manager/Director Community Development

CC: [Click here and type name]

Date: 8/2/2018

Re: Agenda – August 7, 2018 – Amendment to Sale Agreement for BRLS NV

Mayor/Council:

BRLS NV finally made the deposit into Escrow for the 10 acre purchase last week. With that, our Legal Counsel and theirs wanted to make some further adjustments to the agreement. These are:

1. A newly worded paragraph with regard to the Parcel Map. As you may see, the Parcel Map approval is on the agenda as well given that I began that work prior to having the deposit in escrow, thus, we are ready to complete that work. The draft parcel map is currently in the hands of BRLS for review.

2. An adjustment to the closing date. Given the delay in the Escrow Deposit being made and based on the timeline of the original agreement the closing date needed to be pushed out.

3. With regard to the option for the city to repurchase the property, the buyer wanted to limit the time the city had to exercise that option and not have it unlimited. For me, the issue has always been ensuring that the buyer does not just buy the land and speculate but builds the project proposed under the state and city licensed filings. Thus the new language is a middle ground reached between our Legal Counsel and theirs to accomplish what I wanted to see and to not have the buyback option unlimited.

With your approval of the amendment I will have the Mayor execute and then send on to BRLS NV for their signature.
AMENDMENT TO CONTRACT OF PURCHASE AND SALE FOR LAND

THIS AMENDMENT TO CONTRACT is made and entered effective as of this ____ day of July, 2018, by and between the CITY OF WEST WENDOVER, NEVADA, a political subdivision of the State of Nevada (“the City”), party of the first part, hereinafter referred to as “City,” and BRLS NV PROPERTIES V LLC, a Nevada limited liability company, (“BRLS”), party of the second part, hereinafter referred to as “BRLS.” The City and BRLS shall collectively be referred to as the “Parties.”

RECITALS:

1. The City and BRLS are parties to that certain Contract of Purchase and Sale for Land dated July 10, 2018 (the “Contract”) with respect to certain real property located in West Wendover, Nevada, as more particularly described on Exhibit A to the Contract. Except as otherwise expressly defined herein, capitalized terms shall have the meanings ascribed to them in the Contract.

2. The Parties desire to modify the Contract as set forth herein.

NOW, THEREFORE, for the recitals contained above and for the terms and conditions set forth herein, the parties modify and amend the Contract of Purchase of Sale for Land described above as follows:

1. **Creation of Parcel.** Section 3 of the Contract shall be deleted in its entirety and replaced with the following:

   “3. **Creation of Parcel:** Upon execution of the Contract and receipt of the earnest money deposit into escrow, City shall promptly cause a parcel map to be created describing the property which is the subject of this purchase and, upon approval of BRLS in its sole and absolute discretion, have the parcel map recorded in the Office of the County Recorder of Elko County, Nevada. In the event BRLS does not approve the parcel map, BRLS shall have the right, but not the obligation, to terminate this Contract without penalty.”

2. **Closing Date.** Section 11 of the Contract shall be deleted in its entirety and replaced with the following:
“11. **Closing Date:** This sale shall close on or before October 15, 2018.”

3. **Option to Repurchase the Property.** Section 22 of the Contract shall be deleted in its entirety and replaced with the following:

“21. **Option to Repurchase Property:** Until BRLS completes the business facility for which it is presently seeking a conditional use and business license from the City, in the event BRLS seeks to sell the property or any interest therein or any portion thereof to a third party, City shall have the option to repurchase the property at fair market value. Should City decline to repurchase the property, BRLS may sell the property to a third party. Prior to any sale to a third party of any of the property purchased herein from City within the time period described above, BRLS must provide written notice of BRLS’s intent to sell to a third party. After receipt of such notice, City shall have thirty (30) days in which to notify BRLS of its intent to repurchase the property and shall close the sale within sixty (60) days from BRLS’s notification of City of its election to purchase the property. Notwithstanding the foregoing, City shall not have a repurchase option in the event that BRLS is selling any portion of the Property to a related entity or is selling any portion of the Property that it will then simultaneously lease back.”

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Ratification.** Except as expressly stated herein, the Contract shall remain in full force and effect. If there is any conflict between the Contract and the terms of this Amendment, the terms of the Amendment shall control.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all parties had signed the same original. Furthermore, the undersigned agree that transmission of this Amendment by telecopy or via e-mail in a “PDF” format shall be deemed transmission of the original Amendment for all purposes.

[Signatures appear on the following page(s).]
City:

CITY OF WEST WENDOVER

By: _________________________
   DANIEL J. CORONA, Mayor

ATTEST:

By: _________________________
   ANNA BARTLOME, City Clerk

Date Executed: ________________

BRLS:

BRLS NV PROPERTIES V LLC, a
Nevada limited liability company

By: __________________________
   STEVE WHITE,
   Chief Executive Officer

Date Executed: ________________
Memo

From: Anna Bartlome

To:

Date: 08/07/2018

Re: Discussion and Decision to Conditionally Approve the Parcel Map for the City of West Wendover Industrial Park Lot 1A and Authorize the City Manager to Make Final Approval and File Such Map Upon the Determination that the Map has Met All Requirements and City Engineer has Approved

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – Parcel Map Lot 1A, 3 acre Parcel Industrial Park

Mayor/Council:

Attached is the Parcel Map to set up Lot 1A containing 3 acres generally located at 395 Industrial Way in the industrial park. Lot 1A is the property for DRN Holdings LLC (Deep Roots Project) which will be under the Lease with Purchase Option. In splitting out the 3 acre parcel there will be one parcel remaining to the west containing about 8 acres.

The approval I’m seeking is a conditional given the tight time frame in getting this on the agenda and ensuring the map is complete. Thus, with your conditional approval and approval for me to make final approval, once I and the City Engineer are satisfied with the completeness of the map, I will have the signatures placed and the map recorded.
Memo

From: Anna Bartlome
To: 

Date: 08/07/2018

Re: Discussion and Decision to Conditionally Approve the Parcel Map for the City of West Wendover Industrial Park Lot 4A, 4B and 4C and Authorize the City Manager to Make Final Approval and File Such Map Upon the Determination that the Map has Met All Requirements and City Engineer has Approved

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – Parcel Map Lots 4A, 4B and 4C Industrial Park

Mayor/Council:

Attached is the Parcel Map to set up Lots 4A, 4B and 4C. This map will split out the 10 acres (Lot 4A) being purchased by BRLS NV, LLC generally located at 450 Industrial Way. The remaining two lots in this area of the industrial park (4B and 4C) will be remainder parcels containing approximately 7 acres. These are all located on the northeast side of Industrial Way.

The approval I'm seeking is a conditional given the tight time frame as with the other parcel map in getting it on the agenda and ensuring the map is complete. Thus, with your conditional approval and approval for me to make final approval, once I and the City Engineer are satisfied with the completeness of the map, I will have the signatures placed and the map recorded.
Memo

From: Anna Bartlome

To:

Date: 08/07/2018

Re: Discussion and Decision to Approve the Preliminary Site Plan for the New C-Store Rusty Palm Remodel Located at 1020 N. Florence Way and Other Matters Appropriately Related Thereto.

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – Preliminary Site Plan, Rusty Palm New C-Store

Mayor/Council:

Mr. Perry is now moving forward with his project at the old Rusty Palm for a new C-Store which is a fuel service station/convenience store with a planned fast food restaurant including a drive up window area. The plan includes fuel islands on the south side of the building (front) as well as additional diesel fuel islands in the rear (north) for semi type trucks. You are all familiar with Maverik’s facilities… this is similar though not specifically branded at this point.

We are in process of finishing the review of the civil drawings provided by the architect to me last week (attached hereto) along with the building plans which are also under review. From the detail that has been provided, I am comfortable for you to officially provide “Preliminary” Site Plan approval for the project.
Rusty Palms
Improvement Plans
West Wendover, Ely County, Nevada
April 2018

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Sheet 1 - Cover/Index Sheet
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Sheet 7 - Storm Water Pollution Prevention
Sheet 8 - Storm Water Pollution Prevention Plan Details
Sheet 9 - Storm Water Pollution Prevention Plan Details
Sheet L1 - Overall Landscape Plan
Sheet L2 - Landscape Plan
Sheet L3 - Landscape Plan
Sheet L4 - Landscape Details
Sheet L5 - Irrigation Plan
Sheet L6 - Irrigation Details

Site Information

<table>
<thead>
<tr>
<th>Property Zone</th>
<th>General Use</th>
<th>Zoning District</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

Sheet 1 of 3

Engineer's Notes To Contractors

1. All work shall be performed in accordance with the approved plans and specifications.
2. All work shall be in accordance with the approved contractor's plans and specifications.
3. All work shall be in accordance with the approved contractor's plans and specifications.

Developer: Costech
C/O 1020 Florence Way
West Wendover, NV 89835

Reeve & Associates, Inc.
1020 Florence Way
West Wendover, NV 89835

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Salt Lake City, UT 84111
www.dixon.com

Packet Pg. 113
NEW C-STORE
'Rusty Palm'
1020 Florence Way
West Wendover, NV 89835

Notes/Legend

Utility Notes:

Maintenance:

Notice to Contractor:

Table:
NEW C-STORE
"Rusty Palm"
1020 Florence Way
West Wendover, NV 89835

Packet Pg. 115
Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
NEW C-STORE
‘Rusty Palm’
1020 Florence Way
West Wendover, NV
89835

NEED C-STORE
‘Rusty Palm’
1020 Florence Way
West Wendover, NV
89835

Notice to Contractors

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE PROPOSED USES OF EXISTING LANDSCAPING PLANT MATERIALS ARE IN ACCORDANCE WITH THE SITE PLAN AS APPROVED. THIS SITE PLAN IS APPROVED SUBJECT TO THE CONDITIONS OF THE SITE PLAN AS APPROVED. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE EXISTING LANDSCAPING PLANT MATERIALS IN ACCORDANCE WITH THE SITE PLAN AS APPROVED.

THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE EXISTING LANDSCAPING PLANT MATERIALS IN ACCORDANCE WITH THE SITE PLAN AS APPROVED.

THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE EXISTING LANDSCAPING PLANT MATERIALS IN ACCORDANCE WITH THE SITE PLAN AS APPROVED.

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THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE EXISTING LANDSCAPING PLANT MATERIALS IN ACCORDANCE WITH THE SITE PLAN AS APPROVED.
NEW C-STORE
'Rusty Palm'
1020 Florence Way
West Wendover, NV 89835

NOTE:
Reeve & Associates, Inc.
PROJECT NUMBER: 4757-06
DRAWN BY: TRP
ENGINEER: JNR

07/02/2018

Packet Pg. 118
Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
NEW C-STORE 'Rusty Palm'

1020 Florence Way
West Wendover, NV 89835

PACKET PG. 119

Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
Rusty Palms
Storm Water Pollution Prevention Plan
West Wendover, Eino County, Utah
MAY 2018

NEW C-STORE
'Rusty Palm'
1020 Florence Way
West Wendover, NV 89835

NOTE:
Reeve & Associates, Inc.

PROJECT NUMBER:
4757-06

DRAWN BY:
TRP
ENGINEER:
JNR

Storm Water Pollution Prevention Plan
C8

Construction Activity Schedule

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Packet Pg. 120
Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
NEW C-STORE
'Rusty Palm'

1020 Florence Way
West Wendover, NV
89835

CONCEPT

NOTE:

Packet Pg. 122

Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
NEW C-STORE
'Rusty Palm'

1020 Florence Way
West Wendover, NV 89835

CONCEPT

<table>
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<tr>
<th>AREA</th>
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</table>

07/02/2018

Packet Pg. 124

Attachment: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
**Overall Irrigation Plan**

**Sheet Title**

**Date**: May 2, 2017

**Project Number**: 4757-06

**Drawn By**: TRP

**Checked By**: JNR

**Concept:**

Reeve & Associates, Inc.

**Project Number**: 4757-06

**Drawn By**: TRP

**Engineer**: JNR

**Eng. No.**: 07/02/2018

**Packet Pg. 126**

**Attachment**: Preliminary Site Plan Approval C-Store Rusty Palms - memo (1429 : Preliminary Site Plan C-Store)
NEW C-STORE
'Rusty Palm'

1020 Florence Way
West Wendover, NV 89835

NOTE:
NEW C-STORE
RUSTY PALMS REMODEL

1020 FLORENCE WAY
WEST WENDOVER, NV
89835
NEW C-STORE
"Rusty Palm"
1020 Florence Way
West Wendover, NV 89835

REFLECTED CEILING PLAN

Scale: 1/4" = 1'-0"
Memo

From: Anna Bartlome

To: 

Date: 08/07/2018

Re: Discussion and Decision to Provide Conditional Approval of the Final Site Plan for the New C- Store Rusty Palm Remodel Located at 1020 N. Florence Way and Authorize the City Manager to Issue the Final Site Plan Approval Upon the Project Receiving the Necessary Approval by the City Engineer and in Meeting the Appropriate Conditions as Required By the Plan Approval Process and Other Matters Appropriately Related Thereto.

See attached information.
Memo

To: Mayor & City Council

From: Chris J. Melville, City Manager/Director Community Development

CC: [Click here and type name]

Date: 8/2/2018

Re: Agenda – August 7, 2018 – Conditional Final Site Plan, Rusty Palm New C-Store

Mayor/Council:

With the current plans submitted by Dixon Architects which are attached for the new C-Store Rusty Palm, the plans which have been submitted were done so with such detail that they are at or very near the Final approval stage of the process. Normally plans submitted for Preliminary approval are just that… preliminary and it takes time to work through all of the details making sure all the necessary items are accounted for and correct or if not added/amended. So, though review of these plans in final condition will take likely two more weeks what I would like to ask is the Council to provide a Conditional Final Site Plan approval with the ability for me to issue the final approval once I am finished with the review process with the City Engineer.

Doing so, will give me the ability to issue a temporary excavation permit so that the contractor can begin the excavation work for the fuel islands thus trying as best as possible to keep this project on the owners schedule which had a start date which was certainly did not account for any plan review process on their end.

I appreciate your consideration.

Chris
Rusty Palms
Improvement Plans
West Wendover, Ely County, Nevada
April 2018

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Sheet L4 - Landscape Details
Sheet L5 - Irrigation Plan
Sheet L6 - Irrigation Details

Reeve & Associates, Inc.
PROJECT NUMBER:
4757-06
DRAWN BY:
TRP
ENGINEER:
JNR

NOTE:
Reeve & Associates, Inc.

NEW C-STORE
"Rusty Palm"
1020 Florence Way
West Wendover, NV
89835

Developer Costech
332 E. 300 E
Salt Lake City, UT 84111
Tel: (801) 583-4800
Fax: (801) 583-4811

© 2017 DIXON
NEW C-STORE
'Rusty Palm'
1020 Florence Way
West Wendover, NV 89835

NOTE:
Reeve & Associates, Inc.
PROJECT NUMBER:
4757-06
DRAWN BY:
TRP
ENGINEER:
JNR
NEW C-STORE
"Rusty Palm"
1020 Florence Way
West Wendover, NV 89835

NOTE:
Reeve & Associates, Inc.

PROJECT NUMBER:
4757-06

DRAWN BY:
TRP

ENGINEER:
JNR

07/02/2018

07/02/2018

07/02/2018

Packet Pg. 145

Attachment: Conditional Final Site Plan Approval C-Store Rusty Palms - memo (1430 : Final Site Plan C-Store)
NEW C-STORE
"Rusty Palm"
1020 Florence Way
West Wendover, NV
89835

Notice to Contractors

This contract is strictly construed and the exclusive remedy of Buyer is the repair or replacement of defective work and materials, for which cost of repair or replacement is the limit of Buyer’s liability. The Protective Agreement shall protect the construction against the perils of the contract. All losses and damages from fire, casualty and other causes including failure of the construction against such perils are the responsibility of the Buyer.

NOTE:

Reeve & Associates, Inc.

PROJECT NUMBER:
4757-06

DRAWN BY:
TRP
ENGINEER:
JNR

07/02/2018

Attachment: Conditional Final Site Plan Approval C-Store Rusty Palms - memo (1430 : Final Site Plan C-Store)
NEW C-STORE
'Verse Palm'
1020 Florence Way
West Wendover, NV 89835
Rusty Palms
Storm Water Pollution Prevention Plan
West Wendover, Eino County, Utah
MAY 2018

Construction Activity Schedule

- Project Number: 4757-06
- Project Name: Rusty Palms C-Store
- Storm Water Pollution Prevention Plan
- Storm Water Pollution Prevention Plan

Note: Storm water pollution prevention plans are required for all construction sites in West Wendover, Nevada.
Storm Water Pollution Prevention Details

Notes:
1. Cross Section 90' x 20' Construction Delineation

Cross Section 90' x 20' Construction Delineation

Concrete Washout Area w/ 10 mil Plastic Liner

Section

Inlet Box Protection

Plan View

Perspective View

Reeve & Associates, Inc.

NEW C-STORE
'Rusty Palm'

1020 Florence Way
West Wendover, NV 89835

NOTE:

Storm Water Pollution Prevention Details

Concrete Washout Area w/ 10 mil Plastic Liner

Section

Inlet Box Protection

Plan View

Perspective View
NEW C-STORE
‘Rusty Palm’
1020 Florence Way
West Wendover, NV 89835

Match Line

Scale: 1" = 20'

NOTE:

Reeve & Associates, Inc.
PROJECT NUMBER:
4757-06
DRAWN BY:
TRP
ENGINEER:
JNR

07/02/2018
07/02/2018
07/02/2018

Packet Pg. 152

Attachment: Conditional Final Site Plan Approval C-Store Rusty Palms - memo (1430 : Final Site Plan C-Store)
### Plant Table

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<tr>
<td>Name</td>
<td>Pine</td>
<td>Euonymus</td>
<td>Rose</td>
<td>Oak</td>
</tr>
</tbody>
</table>

### Landscape Calculations

- **CODE:** One deciduous tree per 60 LF (linear feet) of public street frontage.
- **CODE:** One ornamental tree per 60 LF (linear feet) of public street frontage.
- **Street: Florence Way**
  - Lincoln Ave: 102 LF
  - 103 LF
  - 104 LF
  - Total: 309 LF

### Concept Notes

- **All plant materials shall be approved prior to planting.**
- **Concrete sidewalks:**
  - The right to approve any and all plant materials for use in the project.
- **Concrete sidewalks:**
  - Final guidelines for approval will be provided.
- **Concrete sidewalks:**
  - Work shall be completed in accordance with project specifications.
- **Concrete sidewalks:**
  - The concrete shall be placed on a fine-grained subgrade.
- **Concrete sidewalks:**
  - The concrete shall be placed on a fine-grained subgrade.
- **Concrete sidewalks:**
  - Final guidelines for approval will be provided.
- **Concrete sidewalks:**
  - The concrete shall be placed on a fine-grained subgrade.

### Diagram

1. **CONCRETE MOW STRIP**
2. **SHRUB PLANTING**
3. **CONIFEROUS TREE PLANTING**
4. **DECIDUOUS TREE PLANTING**
NEW C-STORE 'Rusty Palm'
1020 Florence Way
West Wendover, NV
89835

CONCEPT

PROJECT NUMBER: 4757-06
DRAWN BY: TRP
ENGINEER: JNR

NOTE:
Reeve & Associates, Inc.

PACKET PG. 156
Attachment: Conditional Final Site Plan Approval C-Store Rusty Palms - memo (1430: Final Site Plan C-Store)
NEW C-STORE
'Rusty Palm'
1020 Florence Way
West Wendover, NV
89835

SITE ELECTRICAL DEMOLITION PLAN

ED-1.1

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NOTE:
Memo

From: Anna Bartlome

To:  

Date: 08/07/2018

Re: Discussion and Decision to Authorize the City Manager to Proceed with the Implementation of the Proposed Downtown Development Infrastructure Phase I Project Including Related Engineering Design, Bidding and Construction and the Authorization to Proceed with the Related Application and Implementation of the USDA-Rural Development Community Facilities Loan for Purposes of Financing Such Project and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto.

See attached information.
Memo

To: Mayor & City Council

From: Chris J. Melville, City Manager/Director Community Development

CC: [Click here and type name]

Date: 8/3/2018

Re: Agenda – August 7, 2018 – USDA Downtown Infrastructure

Mayor/Council:

As part of the loan process with USDA, a notice was published on July 19th about this particular Council Meeting where I will review the Downtown Development Infrastructure Phase 1, with regard to project outline, cost and that we will be seeking to fund the project in part using bond proceeds through a long term loan (bond) with USDA.

The project has not changed from when you as Council received a similar presentation regarding the CDBG grant application I was making for the project. This is more to ensure as part of the USDA Rural Development loan process that the public has been made aware that we are making a decision to proceed with such a loan application.

In this regard, the application was actually filed on July 19th; it was part of the juggling of work I had going on in June through a good part of July. With your official approval on filing the application and with all the appropriate publications complete and notices filed with the state clearing house which were also completed on July 19th, USDA can officially review and make a decision on the application. Below is the notice which was published:

Notice of Intent to File Application

The City of West Wendover has filed an application for funding with the USDA-Rural Development Community Facilities programs for the purpose of financing an Infrastructure Project to meet the present and future needs of the City’s City Center/Downtown Development Phase 1 Area for West Wendover, Nevada. The project is a complete streets design and includes the extension of Pueblo Boulevard from the intersection of Wendover Boulevard north approximately 800 feet. This area includes the initial 40 to 60 acres of the Phase 1 City Center/Downtown Development Area.

The total cost of the project is approximately $2,874,299 and the amount of funding requested is approximately $2,349,299. This matter will be scheduled for public discussion and comments at the Regular City Council Meeting on August 7, 2018 which begins at 7:00 pm Mountain Time, West Wendover City Hall, Council Chambers Room # 137. Questions concerning the project can be directed to Chris J. Melville, City Manager at 775-664-3081.

CITY OF WEST WENDOVER OFFICE OF CITY MANAGER
1111 N. Gene L. Jones Way
P.O. Box 2825
West Wendover, Nevada 89883
Telephone: 775-664-3081
Fax: 775-664-2683
So as laid out in the notice, we are filing an application with USDA for a loan in the amount of $2,349,299 with a total project cost of $2,874,299. The difference in the numbers is the inclusion of the CDBG grant for construction of $525,000.

The loan is a long term loan (bond). I requested in the application a 35 year term which is under the useful life of the street facility being built which can be upwards of 45 years. The loan repayment is being based on “sales tax” that will include revenues of sales tax/c-tax and the new excises taxes which we would be collecting and would have a GO backstop which basically provides that no matter what, the city will use whatever resources necessary to make loan payments. The bonds will be similar to all of our previous long-term debt being classified as Revenue bonds and not General Obligation (GO) bonds. From a financial perspective we are one of few cities which has no GO bond debt. This is a real positive for us as having such bond debt outstanding goes against the cities bond capability and cap. Thus we have a clean slate when it comes to GO bonds.

The rate on the proposed loan with USDA is 4% with an estimated annual payment of approximately $127,000.

As part of the USDA process we were required to complete a full Financial Analysis under the USDA guidelines and requirements. The analysis was wrapped up by Michelle in mid-July and was included as part of the application I made.

In terms of that analysis, with the fact that we last year paid off one of our major medium term loans from 2017 that was used to purchase the 80+ acres from the BLM that includes the current industrial park property and which funded the related infrastructure and that in 2019 we will be paying off the remaining large medium term loan which was used for City Hall (we will still have one long-term loan remaining on City Hall); those two loans together totaled nearly $500,000 in annual payments. So, when you combine the relief of debts being paid off in addition to the current revenue growth plus new revenues from new developments and facilities such as the marijuana establishments with regard to excise taxes, and other fees, even while accounting for increased expenditures with our operations going forward, we should have sufficient revenues for the new loans. This is what USDA will be reviewing/analyzing to ensure they are comfortable with the numbers.

As for the projections made, we did not include all new/addition growth that we know is on the horizon just to ensure the numbers remained reasonably conservative.

I will be making a presentation at the meeting, a copy of that is attached.
WEST WENDOVER
CITY CENTER/DOWNTOWN DEVELOPMENT PHASE 1
PROJECT & USDA LOAN APPLICATION REVIEW

August 7, 2018
Chris Melville, City Manager
• Public Facilities
• Commercial Facilities
• Historic Components
• 2002 Economic Development Strategy
$12 Million + Invested over 17 years

- Pueblo Blvd Complete Streets - 2003
- City Center Monument - 2005
- Property Acquisition BLM - 2006
- N. Gene L. Jones Way - 2008
- City Hall - 2009
- Victory Highway Historic Monument - 2009
- Wendover Blvd Phase 1 - 2012
3 Components – Larger Scope

1. Complete Property Acquisition from BLM (Fee Simple)
2. New West Wendover Fire Station
3. Downtown Infrastructure Phase 1
**Project Design**
- Similar to Previous Complete Street Projects

**Project Cost Allocation**
- CITY 82%: $2,349,299
- CDBG 18%: $525,000
- Total Cost: $2,874,299
USDA Loan

- Application to USDA including Financial Analysis/Projections
- Loan/Bond will be a Revenue Bond, no GO Bond. Revenue is sales tax/c-tax based
- Interim financing for project being considered
- Loan term: 35 years
- Loan payment annually: Approx. $125,000
Project Time Line

- Environmental Complete
- CDBG Grant Docs Executed
- USDA Application Submitted
  - Complete Bonding – Fall 2018
  - Project Design – late 2018
  - Project Bid – early 2019
  - Construction – 2019 to early 2020
Memo

From: Anna Bartlome

To: 

Date: 08/07/2018

Re: Discussion and Decision to Authorize the City Manager to Proceed with the Implementation of the Proposed Fire Station and Land Acquisition Project Including the Authorization to Proceed with Related Processes Regarding the Bureau of Land Management as well as the Related Application and Implementation of the USDA-Rural Development Community Facilities Loan for Purposes of Financing Such Project and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Documents Related Thereto.

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/3/2018
Re: Agenda – August 7, 2018 – USDA Loan, New Fire Station & Land Purchase from BLM

Mayor/Council:

As with the Downtown Infrastructure, as part of the loan process with USDA, a notice was published on July 19th about this particular Council Meeting where I will review the new Fire Station and Land Purchase from BLM for the Downtown property, with regard to project outline, cost and that we will be seeking to fund the project in part using bond proceeds through a long term loan (bond) with USDA.

The outline of this project includes:

- Purchase of BLM land which we currently have under an R&PP Lease (175 acres) and includes the City Center/Downtown Area. Cost: $1,750,000. At this time the appraisal work is just beginning so I do not know if that number will be enough to cover the totality of property in the R&PP. If it does, great, if not, I have coordinated with BLM that what we may not purchase will be placed back in a continuing R&PP Lease with an option to purchase as soon as the City desires to do so. So at a minimum, we should be able to acquire the land necessary for the Phase 1 Downtown Development and the property associated with City Hall and the new Fire Station, possibly more.

- Construction of new Fire Station. Cost: $6,931,750 and includes:
  - Approximate 11,000 sqft building (current building is 3,500 sqft) and include:
    - 5 extended vehicle/equipment bays
    - Main floor office/training space: 2,600 sqft
    - Upper floor office/future residence area: 1,100 sqft
    - Basement storage area: 2,600 sqft
  - Fire Station site improvements including:
    - Parking
• New access road
• Walkway connection with City Hall
• Landscaping
• Site electrical/lighting
• Water and sewer utilities

The application was filed on July 19th. With your official approval on filing the application and with all the appropriate publications complete and notices filed with the state clearing house which were also completed on July 19th, USDA can officially review and make a decision on the application. Below is the notice which was published:

Notice of Intent to File Application

The City of West Wendover has filed an application for funding with the USDA-Rural Development Community Facilities programs for the purpose of financing the construction of the new West Wendover Fire Station and associated Land Purchase. The project includes the construction of an approximate 11,000 square foot fire station facility with the purchase of land containing approximately 125 acres from the Bureau of Land Management. The new fire station would include 5 extended bays, main and second floor offices as well as training rooms and storage areas within the facility in addition to related site improvements. The facility will be located west and adjacent to the West Wendover City Hall.

The total cost of the project including land purchase and facility is approximately $8,681,750 and the amount of funding requested is approximately $8,631,750. This matter will be scheduled for public discussion and comments at the Regular City Council Meeting on August 7, 2018 which begins at 7:00 pm Mountain Time, West Wendover City Hall, Council Chambers Room # 137. Questions concerning the project can be directed to Chris J. Melville, City Manager at 775-664-3081.

As provided in the notice, we are filing an application with USDA for a loan in the amount of $8,631,750 with a total project cost of $8,681,750. The difference in the numbers is the city will be making a $50,000 cash contribution in addition to in-kind work.

I requested in the application a 38 year term which is under the useful life of the fire station facility which is at least 50 years. As with the other loan, this loan is being based on “sales tax” that will include revenues of sales tax/c-tax and the new excises taxes which we would be collecting and would have a GO backstop which basically provides that no matter what, the city will use whatever resources necessary to make loan payments. The bonds will be similar to all of our previous long-term debt being classified as Revenue bonds and not General Obligation (GO) bonds.

The rate on the proposed loan with USDA is 4% with an estimated annual payment of approximately $448,000.

As with the other loan application, the financial analysis was included that shows we will have sufficient revenues for the new loans. USDA will be reviewing/analyzing this documentation.

As for the projections made, again, we did not include all new/addition growth that we know is on the horizon just to ensure the numbers remained reasonably conservative.

I will be making a presentation at the meeting, a copy of which is attached.
WEST WENDOVER
NEW FIRE STATION & BLM LAND PURCHASE PROJECT
& USDA LOAN APPLICATION REVIEW

August 7, 2018
Chris Melville, City Manager
- Public Facilities
- Commercial Facilities
- Historic Components
$12 Million + Invested over 17 years

- Pueblo Blvd Complete Streets - 2003
- City Center Monument - 2005
- Property Acquisition BLM - 2006
- N. Gene L. Jones Way - 2008
- City Hall - 2009
- Victory Highway Historic Monument - 2009
- Wendover Blvd Phase 1 - 2012
3 Components – Larger Scope

1. Complete Property Acquisition from BLM (Fee Simple)
2. New West Wendover Fire Station
3. Downtown Infrastructure Phase 1
Land Acquisition

- 175 acres approximately 125 acres net.
- Cost to be determined by BLM approved appraisal
- Estimating cost at $1,750,000
- Depending on cost, some property may be kept under B&PP until future purchase option exercised.
Fire Station
- Location west and adjacent City Hall per Government Complex Plan.
- Building size 11,000 sqft (current station is 3,500 sqft)
- 5 extended truck bays
- 3,700 sqft office space, training area, storage and future living area
- 2,600 sqft basement storage
- Site work to include parking, new access, lighting, landscaping and utility connections
- Cost estimated at $6,931,750
Project Cost

- Fire Station: $6,931,750
- Land Purchase: $1,750,000
- Total: $8,681,750

Project Cost Allocation

- USDA Loan: $8,631,750
- City Cash: $50,000
- Total: $8,681,750
USDA Loan

- Application to USDA including Financial Analysis/Projections
- Loan/Bond will be a Revenue Bond, no GO Bond. Revenue is sales tax/c-tax based
- Interim financing for project will be necessary
- Loan term: 38 years
- Loan payment annually: Approx. $442,000
Project Time Line

- Environmental Complete
- USDA Application Submitted
- BLM Survey of Property
  - BLM Appraisal – August 2018
  - Complete Bonding – Fall 2018
  - BLM Land Purchase and Related Patent – late 2018
  - Fire Station CMc Selection – late 2018
  - Fire Station Design – late 2018 to early 2019
- Fire Station Construction – 2019 to early 2020
Memo

From: Anna Bartlome  
To:  
Date: 08/07/2018  

Re: Discussion and Decision to Authorize the Mayor to Sign the Proposed Letter to Nevada Senators Heller and Cortez-Masto Expressing the City’s Opposition to the STREAMLINE Small Cell Deployment Act (S. 3157) With Regard to Local Governments Ability to Regulate Small Cell Infrastructure Within Local Government Rights of Way and Others Matters Appropriately Related Thereto.

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – Proposed Letter to Senators Heller and Cortez-Masto STREAMLINE

Mayor/Council:

In late July we received a request from the Nevada League of Cities to consider writing letters to Senator Heller and Cortez Masto to oppose S. 3157 now being considered in the Senate.

I support us opposing this legislation as I have experience first-hand over the last 5 or 6 years wireless equipment companies attempting to put up wireless towers and or facilities in our community and in city owned public rights of ways/easements and expecting to do so without obtaining the proper franchise agreements and/or pay the associated fees for use of those rights of way. In fact it seems to now be their intent under this proposed legislation to circumvent the local process and place their equipment in the local rights of way under some national scheme which would allow them to not negotiate with local entities on agreements for use and associated fees and locate the equipment which they of course then sell rights of access to that equipment to other providers making a tidy profit. All while the taxpayer is left wondering what just happened and why these companies are being given “gifts” of access while other companies/utilities like WREC, Centracom, Fronteer Communications and Wendover Gas in our community are paying for the same access/use of the rights of way.

Thus it seems after not getting their way for the last several years with local governments, such companies have now decided to try an end run through Congress. We should oppose such a move.

Draft letters attached for your consideration.
August 8, 2018

The Honorable
Senator Dean Heller
24 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Heller:

The City Council of the City of West Wendover approved at its Regular City Council Meeting of August 7, 2018, to the issuance of this letter to you expressing concern and opposition to the "Streamlining The Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act" (S. 3157).

The reason for this opposition is that from the City’s perspective, this bill represents a direct affront to traditionally-held local authority with regard to the control and use of city owned Rights of Ways and Easements for public use/purposes. And, rather than simplifying the deployment of infrastructure this bill will prolong the process of granting use and authority with regard to the local process.

Though we share Congress’s goal of ensuring reliable, efficient, safe and appropriate deployment of broadband technology, doing so at the expense and by usurping the ownership and authority of local entities over their Rights of Way and Easements is not the correct way to achieve the goal. S. 3157 is an unnecessary preemption of current efforts by states and local governments to work with industry partners on deployment of small cell infrastructure in a way that is most effective for local entities while opening new avenues for deployment of such infrastructure. Placing imprudent timelines and imposing shot clocks for such work is at odds with the federal government’s own actions with the MOBILE NOW Act. Justifying this approach based on industry’s reduced size per installation of equipment in no way translates into a reduced procedural burden on local governments. Local governments have invested a great deal over many decades in providing for rights of way and easements to assist public utilities in meeting the needs for and of the public. However, use of such rights of ways and easements should not be done disregarding the expense of those investments nor the requirements for use set by jurisdictions.

Finally, the fee structure being proposed under S. 1357 is an extreme overreach of the federal government. As noted above, local entities who own the rights of ways and easements, have over time negotiated with providers/utilities to ensure appropriate compensation to the taxpayers for the use of those public rights of way and use in a way which would benefit the related communities. S. 1357 turns this long held function on its head; instead placing industry for-profit generation ahead of the local community’s interest and quite honestly for-profit generation at the expense of the taxpayer and other
utilities who have followed the process, paid appropriate fees and been given no gifts by local and state entities for use of the public rights of way.

For these reasons, we are opposed to S. 3157 and urge you to not support the legislation. Local governments should have the controlling interest in any process ensuring ample time and flexibility with regard to infrastructure proposed for deployment in our communities using local rights of ways and easements.

Respectfully and on Behalf of the City Council of West Wendover, Nevada,

Daniel J. Corona
Mayor
August 8, 2018

The Honorable
Senator Catherine Cortez Masto
204 Russell Senate Office Building
Washington, D.C. 20510

Dear Senator Cortez Masto:

The City Council of the City of West Wendover approved at its Regular City Council Meeting of August 7, 2018, to the issuance of this letter to you expressing concern and opposition to the "Streamlining The Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act" (S. 3157).

The reason for this opposition is that from the City’s perspective, this bill represents a direct affront to traditionally-held local authority with regard to the control and use of city owned Rights of Ways and Easements for public use/purposes. And, rather than simplifying the deployment of infrastructure this bill will prolong the process of granting use and authority with regard to the local process.

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utilities who have followed the process, paid appropriate fees and been given no gifts by local and state entities for use of the public rights of way.

For these reasons, we are opposed to S. 3157 and urge you to not support the legislation. Local governments should have the controlling interest in any process ensuring ample time and flexibility with regard to infrastructure proposed for deployment in our communities using local rights of ways and easements.

Respectfully and on Behalf of the City Council of West Wendover, Nevada,

Daniel J. Corona
Mayor
Memo

From: Anna Bartlome

To: 

Date: 08/07/2018

Re: Discussion and Decision to Select the Candidates for the Wells Rural Electric Company 2018 Ballot for Members of the Board of Directors

See attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – WREC Board of Directors Ballot

Mayor/Council:

Attached is the ballot for the current Wells Rural Electric Board of Directors election. Please by motion indicate who you would like me to select and then I will mail in the ballot.
Wells Rural Electric Company
2018 Board of Directors Election
Candidate Information

Ouida L. Madison
Occupation: Secretary
Years of WREC Membership: 9
Education and Training: Graduated from Elko High School and attended Great Basin College; Wells High School Secretary; Nevada Interscholastic Athletic Association Secretary of the Year.

Orlin Kidner
Incumbent, Eight Terms, (Twenty-four Years)
Occupation: Retired Educator
Years of WREC Membership: 53
Education and Training: Black Hills State University, Bachelors & Masters of Arts in Education; National Rural Electric Cooperative Association (NRECA) Credentialled Cooperative Director & Board Leadership Certificate.

Robert A. (Bob) Wilcox
Incumbent, One Term, (Three Years)
Occupation: Retired / Consultant
Years of WREC Membership: 35
Education and Training: Graduate of Carlin High School (Student Body President), College of Southern Idaho – Vocational; National Rural Electric Cooperative Association (NRECA) Credentialled Cooperative Director.

Michael G. (Mike) Katsonis
Occupation: Retired pharmacist
Years of WREC Membership: 21
Education and Training: University of Pittsburgh Bachelor of Science in Pharmacy; Manager of West Wendover Smith’s Food and Drug Pharmacy from 1997 through 2011.

Victoria Wright-Bily
Occupation: Rancher
Years of WREC Membership: 19
Education and Training: Home School; Elko High School; Stanford University; KELK Radio; Investment Broker for E F Hutton, Spokane, Washington; Ranch Land Appraiser, Reno; Ranch Management, Marys River Ranch and Ruby Valley.
Memo

From: Anna Bartlome

To:

Date: 08/07/2018

Re: Discussion and Decision to Approve the City of West Wendover Five Year Capital Improvement Projects Plan (2018-2023) and Other Matters Appropriately Related Thereto

See the attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 8/2/2018
Re: Agenda – August 7, 2018 – 5 Year Capital Improvements Plan 2018-2023

Mayor/Council:

Attached is the 5 Year Capital Projects Plan for consideration. As for changes from last year’s plan:

- Items 1 through 3 are now in process (Downtown Development, Land Purchase and new Fire Station) so you will note the check marks next to each and the cost have been adjusted to reflect current numbers.

- Item 4 now includes the currently budgeted storm drain project to address a detention basin on the south side of Pueblo Boulevard near the property lines of Wells Rural Electric and the Evergreen Garden Townhomes. This basin when completed would detain waters generated and slowly release them into the existing storm drain line that runs through this area. The detention basin would collect storm water from the properties on the south side of Pueblo Boulevard, from Alpine Street northwest to the Mini Mall area near Wells Avenue, which now under certain storm scenarios such as in 2015 can lead to flooding issues both at WREC’s equipment yard and the Evergreen Garden townhomes. This project has the support of WREC who has budgeted $25,000 to assist and with the design near complete I will be meeting with the main property owner (Peppermill, Inc.) to discuss having them join in the project given the basin will also serve the eventual development of their property holdings in that location.

- Item 5, Street Rehab Project has been adjusted to reflect no longer including the storm drain project discussed in Item 4.

- Item 7 now combines what the previous Item 7 and Item 11 into one project.

- Item 8 previously (Amtrak Station Project) is now moved down to Item 12.
• Item 10 is now moved to Item 13.

The remainder of the listing stayed consistent with last year other than adjusting budgeted amounts to reflect increases in construction costs.

As with my previous discussion on the CIP the first two years of the CIP are the firm projects that are generally in the works or under way and to which we have funding in place or in process with our budget work. After the 2019-2020 fiscal year, the projects listed are projects which we want to complete but which do not have identified funding for and/or are only in initial planning. Not that they are any less important as I have noted before there are times when funding may become available for a project further down the list which will then move that project into an action position. Without the projects on the list, there is no way to obtain funding when it becomes available especially under certain grant funding scenarios.
1. **√ ACQUISITION OF BLM LAND FOR CITY CENTER/DOWNTOWN DEVELOPMENT – COST ($1,750,000).**

   The City’s master plan calls for commercial uses to be introduced into the new City Center/Downtown Area for diversification of commercial/retail. This requires the City to purchase the 175 acres of City Center/Downtown property currently held by a Recreation and Public Purposes Lease with the Bureau of Land Management (BLM). This acquisition would be based upon completion of appropriate BLM processes including fair market value purchase. With the land acquired, the City would be able to conduct long-term leases and/or property sales for commercial development of appropriate locations in the City Center area, thus continuing with the master plan for the area.

   **Progress Report:** Initial Planning Completed for Land Use, City Budget 2017-2018 includes additional planning funds for detail planning work. BLM process for fee simple title initiated and application on file awaiting BLM appraisal. Funding by General Fund, Bond Issuance and/or Public –Private Partnerships. FY 2018-2019

2. **√ CITY DOWNTOWN DEVELOPMENT AREA INFRASTRUCTURE PHASE 1 – TOTAL COST ($2,874,299).**

   With the City proceeding with planned development initiatives on the City Center/Downtown property once fee simple property acquisition is complete, infrastructure related to Phase 1 will need to be completed. This infrastructure will include an extension to Pueblo Boulevard to the north of approximately 800 feet in a completes street design as well as related utility infrastructure which will service the Phase 1 area which will contains approximately 40 acres of land for development.

   **Progress Report:** The City has completed the conceptual design and has received a grant award from Nevada CDBG for $525,000. City has filed funding applications with USDA which are in process with obligation of funds expected by October 1, 2018. Funding by City bond/financing (USDA early 2019), Nevada CDBG grant and possibly NDOT Enhancement funds. FY2018-2019

3. **√ FIRE STATION FACILITY – COST ($6,931,750).**

   The current Fire Station is located on private land, which the City leases on a yearly basis. The existing facility is limited in size and capability given its initial size and related construction and the current lease which was extended under a 5 year option, will expire the end of 2019. The community since the construction of this facility has more than quadrupled in size and thus the current and long-term needs of the facility are not being met. The City has a site prepared next to the City Hall on N. Gene L. Jones Way to accommodate the fire station facility.

   **Progress Report:** Conceptual design complete, USDA funding application submitted with obligation expected by October 1, 2018. Project construction to be interim financed with final take out loan via USDA. This project to be funded through City bond/financing (USDA long-term loan) FY 2018-2019
4. **WEST WENDOVER STORM DRAINAGE IMPROVEMENTS (PHASE 3) – COST ($80,000).** During calendar 2014 and 2015 the City experienced some severe flooding events which will require additional storm drainage improvements, modifications and evaluation. An evaluation of the impacts and solutions based on these events has been completed by the City Engineer. Based on the findings and approval of Council, the City completed the Storm Drain Project Phase 1 and 2 in 2017 which included work at the Tibbets Blvd/ Pueblo Blvd intersection as well as Sandia Circle. Phase 3 will undertake some additional storm drain improvement work per the city’s master plan between Pueblo Boulevard and Butte Street.

*Progress Report:* Phase 1 and 2 projects complete Phase 3 projects now in design. Project funding through Street Funds associated with RTC Medium Term Obligation completed by City in 2016 and private donation. FY 2018-2019

5. **WEST WENDOVER STREET REHAB PROJECTS (PHASE 3) 2019-2020 – COST ($320,000).** The 2019-2020 Street Rehab Projects including the rehabilitation of several major street segments in the community which require additional investments outside of the normal maintenance cycle. The initial selected areas include Wendover Boulevard, Mesa Street and Other collector and arterial street segments within the city.

*Progress Report:* Funding in place, assessment of street selection completed. Funding completed in 2016 by City Medium Term Obligation using annual RTC Funds. FY2019-2020

6. **ACQUISITION OF AIR FORCE PROPERTY PHASE 1 (PORT OF WEST WENDOVER) INCLUDING ANNEXATION – COST ($60,000).** The City of West Wendover has adopted the development plan for the first 3,000 of 15,000 acres of U.S.A.F. Property to be developed as the Port of West Wendover. The Air Force in September 2014 submitted their letter of relinquishment for Phase 1 which contains 6,000 acres to the Bureau of Land Management (BLM). The BLM is now completing its own review including a Phase 1 Environmental Assessment in order to complete the process and convey the Phase 1 property to the city. Though the conveyance itself is at no cost, there is anticipation of some costs administratively with regard to completed the process and annexing the property into the city limits.

*Progress Report:* U.S. Public Law 107-314 signed into law on December 2, 2002 authorizes the conveyance of approximately 15,000 acres of property to the City of West Wendover, Nevada and Tooele County, Utah. Phase 1 of the 15,000-acre conveyance is now nearing completion as the U.S. Air Force has completed their clearances and has provided the Bureau of Land Management with a relinquishment notice for 6,000 acres. BLM is in process of completing a Memorandum of Agreement between the parties for completion of the final NEPA clearances followed by execution of the Phase 1 conveyance. The remaining 9,000 acres will take an additional 8 to 10 years to complete with funding and use determinations by the Department of Defense. The City Council has adopted an annexation plan. Funding by Federal Government, Tooele County, Utah and City General Fund. FY 2019-2020

7. **INTEROPERABILITY, POLICE, POLICE DISPATCH AND EMERGENCY SERVICES TOWER/MOBILE DATA – COST ($400,000)**

The City of West Wendover continues its progress with regard to upgrades to the City’s interoperability for Public Safety which includes adding an additional radio tower at the Public Works Facility to enhance coverage of the eastern end of the community along with providing increased signal penetration of commercial buildings for radio traffic. This project also includes upgrades to the Police Dispatch System for capability to integrate, use and transmit GIS, law enforcement and emergency services information from Dispatch to officers and personnel on the street via wireless networking and related equipment in vehicles.
Progress Report: Tower site location chosen, FAA permit in process for location. GIS base mapping complete, dispatch system has base capabilities for networking. Funding to be provided by General Fund and/or Public Safety Grants. FY 2020-21

8. WATER LINE EXTENSION AND UPRR CROSSING, SECTION 16 & 17 – COST ($175,000).
This project includes connecting to the a main water line connection that is currently being completed as part of Florence Way Phase 2 at the intersection of Mesa Street and new Florence Way. This 12” line would cross the UPRR main line following the north-south Section 16/17 line to the southeast via a 24” sleeve under the UPRR main line. This would then be used to eventually provide a looped line connecting with the current main line crossing near U.S. 93A in the industrial park. This will provide redundancy in the system which feeds this area including the service line to Wendover, Utah, while providing the capability to provide redundancy to existing services and provide new capabilities to service future developments in this area.


9. INSTALL NEW 10” RE-USE LINE FROM WASTE WATER FACILITY TO TOANA VISTA GOLF COURSE STORAGE FACILITY – COST ($1,650,000).
Due to increased processing capacities associated with the Waste Water Phase 2 Upgrade, the City will have the ability to provide increased flows of Re-Use water to the Toana Vista Golf Course and other potential irrigation properties. In order to accommodate the increased flows, the City will need to construct a new 10” line which will in most cases parallel the existing Re-Use line. Additionally, given the age of the existing Re-Use line, the new line will also provide redundancy in the system.

Progress Report: Preliminary Engineering Report has been completed. Project has been submitted to NDEP for funding and is contained in NDEP’s funding matrix for clean water projects. FY 2020-2021

10. SYCAMORE WATERLINE RELOCATION PROJECT – COST ($600,000).
This project includes the relocation of approximately 3,100 lineal feet of 16” waterline and related appurtenances to be within the established Sycamore Way Right of Way connecting Pueblo Boulevard to Wendover Boulevard.

Progress Report: Estimates complete. This project is intended to be funded through the Water Enterprise Fund and NDEP. FY 2020-2021

11. SYCAMORE WAY WATER CONNECTION PROJECT – COST ($65,000).
This project includes the installation of 400 lineal feet of 8 inch main line to connect several land parcels through an access street to Sycamore.

Progress Report: Estimates complete. This project is intended to be funded through the Water Enterprise Fund and NDEP. FY 2020-2021

12. WEST WENDOVER MULTI MODAL ENCHANCEMENT PHASE 1 – RAIL PASSENGER STATION – AMTRAK – COST ($6,500,000).
Phase 1 includes the construction of a passenger train station, related platform and ancillary facilities on Florence Way approximately ½ mile from the West Wendover Welcome Center. The facility would be constructed per design and service requirements of Amtrak and Union Pacific Railroad (the host railroad). The City and Amtrak executed a MOU on February 11, 2015 for the related facility design, construction and required service. The City has applied for USDOT grant funding for the project and has received support for the project Governor’s Office as well as Amtrak and Union Pacific Railroad among many other agencies and businesses. The project has
considerable components related to Economic Development/ Job Creation per the BCA completed for USDOT.

Progress Report: MOU executed with Amtrak, host railroad has provided initial approval, 10%
design has been complete per UPRR requirements. City pursuing grant funding and other
sources through the State to proceed with facility design and construction. Project funding
through General Fund, USDOT Funding, CDBG funding and potential private funds. FY
2021-2022

13. WEST WENDOVER MULTI MODAL ENHANCEMENT PHASE 2 – WELCOME
CENTER MULTI MODAL TRANSPORTATION HUB – COST ($1,500,000).
Phase 2 includes the modification of the Nevada – West Wendover Welcome Center now owned
by the City, located on at the intersection of Wendover Boulevard and Florence Way. The facility
would be modified to include capabilities to function as a multi-modal transportation hub
including bus, rail and related services in addition to continuing to serve a role as a tourism center.

Progress Report: Welcome Center facility acquisition complete. Conceptual design layout
complete to include new bus terminal area and related parking. Project funding through RTC
Funds, USDOT Funding, CDBG Funding and potential private funding. FY 2021-2022

14. INFRASTRUCTURE NORTH INTERSTATE 80 EXIT #410, PHASE 2, LEPPY HILLS
BLVD & OTHER – COST ($3,800,000).
The City of West Wendover has planned development initiatives, which include infrastructure
(arterial, collector streets and utility services) on the north side of Exit #410 at Interstate 80. This
area includes access to public federal lands including the Leppy Hills Trails complex in addition to
commercial development areas and continued access to the NDOT maintenance facility. The
project fulfills obligations of the City under the Memorandum of Understanding executed in 2009
between the City of West Wendover, Nevada Department of Transportation and the Federal
Highway Administration for access at Interstate 80, Exit 410. The infrastructure would establish
necessary public improvements for this area. The project including pedestrian accesses related to
Exit 410 and may be phased.

Progress Report: Funding sources would include General Fund, City RTC Funds as well as
potential USDOT Grant Funds, and potential Private Resources. FY 2021-2022

15. ACQUIRE AERIAL PLATFORM CLASS 1 ENGINE 2000 GPM – COST ($925,000).
At this time, with our existing equipment, it is difficult to reach 30 foot buildings or higher.
Evacuation from such roofs of buildings may be necessary in the future and this equipment would
facilitate such evacuations. An added benefit to this type of unit is a substantial decrease in
insurance.

Progress Report: Study Complete. This project is to be funded through the General Fund,
Grant Funds or potential Private Sources. FY 2021-2022

16. SIDEWALK REHABILITATION PROJECT VARIOUS LOCATIONS – COST ($200,000).
As infrastructure continues to age, there are areas of pedestrian sidewalk in which normal
maintenance is no longer adequate. As such, several areas in the community will be identified
where rehabilitation work will take place to properly address safety and access issues.

Progress Report: Identification of specified areas and related costs estimates are underway.
This project to be funded through General Fund, RTC and possible CDBG Grant. FY 2021-
2022

17. CONSTRUCT NEW ANIMAL SHELTER – COST ($675,000).
The current Dog Pound facility does not meet the long-term requirements for our growing
community in relation to animal services including veterinarian, boarding, and other pet services.
The project will include construction of a new facility on City property, which potentially could include additional public/private partnerships in relation to operation of the facility.

**Progress Report:** Study complete. Project funded through Ad Valorem Capital Projects Fund and General Fund and possible CDBG Grant in addition to Private Funding. FY 2021-2022

18. PUBLIC PARK IMPROVEMENTS, 3-ACRE TIBBETS BOULEVARD – COST ($500,000).
The City has ownership of 3 acres of property on the west end of Tibbets Boulevard near several residential areas. The 4-acre parcel is intended for public park development. As of today the City has only one community park (Robert F. Scobie Park) which is located in the eastern portion of the community near U.S. Highway 93A along Wendover Boulevard. Scobie Park is located two miles from the densest area of residential development in the community and nearly three miles from the most western residential developments in the community that are located on the west end of Tibbets Boulevard. Thus the project improves park access.

**Progress Report:** The City has acquired the identified 3 acres for public park development as part of the City’s planning efforts. This project to be funded through General Fund, possible CDBG Grant, participation by West Wendover Recreation District and Private Developers. FY 2021-2022

19. WASTE WATER SOLAR ARRAY – COST ($400,000).
The City’s new Waste Water Facility was built and able to accommodate the introduction of supplemental electrical power provided via solar array. This would be a similar project to what has been accomplished at the West Wendover City Hall.

**Progress Report:** Waste Water Upgrade Phase 2 complete. Funding for the project through Department of Energy (DOE) Grant, Sewer Fund. FY 2021-2022

20. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 1 (N. GENE L. JONES WAY TO US93A) – COST ($4,900,000).
As traffic frequency and load increase with the growth of the community, areas of Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic, incorporate safe streets programs and provide for multi-modal enhancements. Phase 1 includes street widening and center islands, bicycle lanes, increased pedestrian access, lighting, street signalization (N. Gene L. Jones Way and Exit 410)

**Progress Report:** Estimates complete, conceptual programming complete. This project is intended to be funded through General Fund and/or RTC Funds combined with, NDOT and USDOT Funding Programs in addition to Private Funding. FY 2022-2023

21. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 2 (AIRPORT TERMINAL IMPROVEMENTS) and REGIONAL AIR SERVICE DEVELOPMENT – COST ($2,350,000).
With nearly 60,000 annual passenger enplanements, the current airport terminal is in need of intermodal improvements including vehicle parking, bus lanes, and main entrance improvements. Phase 2 will improve efficiency, increase access and provide intermodal capabilities.

Additionally this project contains associated funding with regard to efforts currently underway to establish regional air service (9 to 15 passengers) with a primary route being Wendover to Elko to Reno and return. Additional routes to Las Vegas area also being considered. The City is currently working with the Governor’s Office on Economic Development (GOED) and Northeast Nevada Development Authority on assessing ways to institute and fund the air service component.

**Progress Report:** Estimates complete, conceptual programming complete, funding applications considered. This project is intended to be funded through Wendover Airport/Tooele County,
Utah and USDOT Funding Programs in addition to State of Nevada GOED and Private Funding. FY 2022-2023

22. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 3 (NEVADA/UTAH STATE LINE) – COST ($1,225,000).
Phase 3 improvements provide for pedestrian and multi modal enhancements to Wendover Boulevard at the historic boundary between Utah/Nevada located on Wendover Boulevard. Extensive pedestrian flow occurs in this area between to major commercial facilities. The improvements will increase safety by reducing pedestrian and vehicular conflicts in addition to providing multi modal transit options. The project includes street improvements, pedestrian safe-island and historical marker, bicycle lanes, lighting, and other multi-modal transit improvements.

Progress Report: Estimates complete, conceptual programming complete, funding applications in process. This project is intended to be funded through General Fund and/or RTC Funds, NDOT, USDOT, Wendover, Utah Funding Programs in addition to Private Funding. FY 2022-2023

23. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 4 (FIRST STREET, MORIAH AVENUE, SOUTH TO AIRPORT TERMINAL – WENDOVER, UTAH) – COST ($2,450,000).
As traffic frequency and load increase with the growth of the community, streets which connect to Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic, incorporate safe streets programs and provide for multi-modal enhancements. Phase 4 includes a complete streets project along First Street from Moriah Avenue south to the Wendover Airport.

Progress Report: Estimates complete, conceptual programming complete, funding applications in process. This project is intended to be funded through USDOT, Wendover, Utah and Wendover Airport/Tooele County Funding Programs in addition to Private Funding. FY 2022-2023

24. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 5 (FIRST STREET, MORIAH AVENUE, NORTH TO WENDOVER BOULEVARD – WENDOVER, UTAH) – COST ($2,250,000).
As traffic frequency and load increase with the growth of the community, streets which connect to Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic, incorporate safe streets programs and provide for multi-modal enhancements. Phase 5 includes street widening and center islands, bicycle lanes, increased pedestrian access, lighting, and other multi-modal transit improvements along First Street from Moriah Avenue north to Wendover Boulevard in Wendover, Utah.

Progress Report: Estimates complete, conceptual programming complete, funding applications in process. This project is intended to be funded through USDOT, Wendover, Utah and Wendover Airport/Tooele County Funding Programs in addition to Private Funding. FY 2022-2023

25. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJ PHASE 6 (US93A EAST TO NEVADA/UTAH BORDER [Phase 3 project limits]) – COST ($4,350,000).
As traffic frequency and load increase with the growth of the community, areas of Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic, incorporate safe streets programs and provide for multi-modal enhancements. Phase 6 includes street widening and center islands, bicycle lanes, increased pedestrian access, lighting, street intersection signalization (US93A/Wendover Blvd) and other multi-modal transit improvements connecting the Phase 1 and Phase 3 project limits.
26. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA GRADE INTERCHANGE PHASE 1) – COST ($1,300,000).
As traffic frequency and load increase with the growth of the community, Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic without complete degradation of the street substructure. The project would consist of appropriate rehabilitation work including roto-milling, new pavement as well as appropriate striping along 3,600 lineal feet of Wendover Boulevard.

Progress Report: Preliminary estimation complete. This project to be funded through General Fund and RTC Funds. FY 2022-2023

27. LEPPY HILLS TRAILS ADDITION (EXPANSION OF EXISTING TRAIL SYSTEM) – COST ($850,000).
The City has completed the construction of the initial Leppy Hills Trail System containing three loops of hardpack trail for public non-motorized recreation use. These three loops contain approximately 8 miles of trail. Through the existing Recreation and Bicycle Plan expansion of the trail would be considered in the future. Current facility receives great use by the public lending to the potential of continuing with plan expansions including additional 5 mile of hardpack trail.

Progress Report: Initial Planning Complete, Grant Fund Submittal Pending. The project would be funded through the General Fund and a Grant from Nevada State Lands. FY 2022-2023

28. CITY PUBLIC FACILITIES (MEDICAL, EDUCATIONAL, AMPHITHEATER, PARKS, ENTERTAINMENT, TOURISM AND COMMERCIAL RELATED (PHASES 2 PLUS) – TOTAL COST ($19,250,000).
The City is proceeding with planned development initiatives, including infrastructure (collector, arterial streets and utility services) and facilities as part of the City’s Downtown Plan, Tourism Development as well as Community Service Needs. This area would include additional public facilities and attractions meeting the needs of the growing community and business district. The property is part of the “City Center/Downtown Area” containing approximately 125 acres along Wendover Boulevard which will be acquired in 2018 by the City as fee simple title property.

Progress Report: The City has completed studies for the provisions of future public infrastructure and facility projects that may be located in the City Center/Downtown Area. Construction of the new City Hall is complete along with the City Center Monument and the Victory Highway Historic Interpretive Walking Trail. A community needs survey and related planning and preliminary architectural work has been completed on a Community Center that would contain: Library, senior center, youth facilities and public meeting spaces. This work was funded through a private grant. Expansion of current medical facilities is being considered along with other public facilities, which may in part be funded through private sources in addition to several bonding sources and/or grant/loan funds such as USDA-RD. FY 2022-2023

29. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA GRADE INTERCHANGE PHASE 2) – COST ($1,250,000).
As traffic frequency and load increase with the growth of the community, Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic without complete degradation of the street substructure. The project in Phase 2 would consist of appropriate rehabilitation work including roto-milling, new pavement as well as appropriate striping along 3,600 lineal feet of Wendover Boulevard.
Progress Report: Preliminary estimation complete. This project to be funded through General Fund and RTC Funds. FY 2022-2023

30. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA GRADE INTERCHANGE PHASE 3) – COST ($1,150,000).
As traffic frequency and load increase with the growth of the community, Wendover Boulevard will require rehabilitation in order to be able to support vehicle traffic without complete degradation of the street substructure. The project, Phase 3, would consist of appropriate rehabilitation work including roto-milling, new pavement as well as appropriate striping along 3,600 lineal feet of Wendover Boulevard.

Progress Report: Preliminary estimation complete. This project to be funded through General Fund and RTC Funds. FY 2022-2023

31. INFRASTRUCTURE NORTH INTERSTATE 80 EXIT #410, PHASE 3 – COST ($650,000).
The City of West Wendover has planned development initiatives, which include infrastructure (collector street and utility services) on the north side of Exit #410 of Interstate 80. This area includes retail development such as box retail stores, restaurants and gas service stations in addition to hotel/motel construction. The infrastructure would establish necessary public improvements for this area. In particular Phase 3 includes pedestrian enhancements for the Exit 410 area including to Wendover Boulevard.

Progress Report: Funding sources would include General Fund, City RTC Funds as well as NDOT Grant Funds and Private Resources. FY 2022-2023

32. ACQUISITION OF AIR FORCE PROPERTY PHASE 2 (PORT OF WEST WENDOVER) INCLUDING ANNEXATION– COST ($6,000,000).
The City of West Wendover has adopted the development plan for the first 3,000 of 15,000 acres of U.S.A.F. Property to be developed as the Port of West Wendover. This will be an economic diversification project for the City and will include: Manufacturing, aeronautical, warehousing, foreign trade zone, commercial and overlay zones. The City has adopted plans for the enlargement of its boundaries. The new boundaries will incorporate properties currently under acquisition as part of this project as well as other private property. The new City Limits would incorporate some 22,000 acres. This project also includes the necessary environmental work needed by the Air Force, for conveyance of the property.

Progress Report: U.S. Public Law 107-314 signed into law on December 2, 2002 authorizes the conveyance of approximately 15,000 acres of property to the City of West Wendover, Nevada and Tooele County, Utah. Phase 1 of the 15,000-acre conveyance is now nearing completion as the U.S. Air Force has completed their clearances and has transferred the Phase 1 property to the Department of Interior (BLM) for conveyance to the City. BLM is in process of review and completed their Phase 1 Environmental for conveyance. Approximately 6,000 acres with be included in the Phase 1 conveyance. The remaining 9,000 acres (Phase 2) will take an additional 8 to 10 years to complete with funding and use determinations by the Department of Defense. The City Council has adopted an annexation plan. Funding by the Federal Government and General Fund. FY 2022-2023

33. INFRASTRUCTURE PUEBLO BOULEVARD/TIBBETS BOULEVARD EXTENSIONS – COST ($7,950,000).
The City of West Wendover is proceeding with planned development initiatives, which include infrastructure (collector and arterial streets and utility services) for the extension of Tibbets Boulevard and Pueblo Boulevard. This area includes commercial development such as hotel/resorts, general retail and residential development in addition to ancillary commercial services. The infrastructure would establish necessary public improvements for this area including the linking of residential development in the southern portion of the city to those in the north.
Progress Report: The City has completed the studies necessary to identify the infrastructure required for future development in the western portions of the City Limits. Funding sources would include several bonding sources as well as private partnerships. FY 2022-2023

34. PORT OF WEST WENDOVER, PHASE 1 INFRASTRUCTURE – COST ($14,000,000).
The Port of West Wendover is currently being created through the acquisition of over 15,000 acres of property currently under control of the United States Air Force. Phase 1 of this conveyance is nearing completion. This project will include a first phase of infrastructure needed for development of the properties located within the port, which include: Commercial, Manufacturing, Foreign Trade Zone, Bonded Warehousing and others. The master plan for the port was completed in 2001.

Progress Report: Under Study for funding by City Bond, Developers, RTC, NDOT, FAA and others. FY 2022-2023

35. FLORENCE WAY UPGRADE AND RELOCATION (SOUTH FLORENCE WAY) PHASE 4 (LAGUNA DRIVE WEST 3,000 FEET) – COST ($1,850,000).
This project consists of constructing an additional segment to Florence Way Phase 3, paralleling the Union Pacific Railroad (UPRR). Completion would be four travel lanes, two bike lanes, appropriate curb, gutter and sidewalk and a protective fence along recreational properties; currently non-existent.

Progress Report: Under Study for City Bond, RTC Funding. FY 2022-2023

36. ANNEXATION OF BLM PROPERTY – COST ($500,000)
The City of West Wendover has adopted the plans for the enlargement of the City’s boundaries. The new City boundaries will incorporate current federal lands into the City boundary. The new City Limits would incorporate some 96,000 acres of property. The majority of such property is located west and north of the existing city limits.

Progress Report: City Council approved annexation plan 2000. Project funded through the General Fund. FY 2022-2023

<End>
Memo

From: Anna Bartlome  
To:  
Date: 08/07/2018

Re: Discussion and Decision to Approve the City of West Wendover Debt Management Policy for Fiscal Year 2018-2019 and Other Matters Appropriately Related Thereto

See the attached information.
Memo

To: Mayor & City Council

From: Chris J. Melville, City Manager/Director Community Development

CC: [Click here and type name]

Date: 8/2/2018

Re: Agenda – August 7, 2018 – Debt Management Plan

Mayor/Council:

Attached is the Debt Management Policy along with Michelle Giovo’s memo that accompanies the 5 Year Capital Projects Plan. The 5 year CIP an incorporated it into this plan update that with your approval at the August 7th meeting will then be sent to the State Department of Taxation for approval. This will be followed in September by a presentation with the Debt Management Commission which Mayor Corona sits on.
Memo

To: Mayor and Council

From: Michelle Giovo

Date: 7/10/2018

Re: Debt Management Policy and Indebtedness Report FY2018

Mayor and Council,

The Debt Management Policy is attached for your review. This policy is to be approved by the council before submission to the Elko County Debt Commission. The policy in general covers a description of our outstanding debt and how it is recorded and paid, as well as anticipation of additional debt. I have described the plans to issue an interim debenture for a Construction Loan during FY2018-2019, to be retired during FY2019-2020 with a USDA Rural Development Loan.

Also attached is the Indebtedness Report. The majority of our debt is Revenue Bonds, which are associated with the enterprise funds (Water, Sewer, Garbage/Compost). The funding of that debt is from the revenues received from the services provided with those public utilities.

The one large debt associated with City Hall is a mortgage based loan and is funded by the general revenues received in the General Fund. The other loans attributed to the governmental funds are Medium-term obligations and will retire within 10 years of the funding of the debt. One of the large governmental debts will be paid in FY2019 and another in FY2023.

We also have a few capital lease type debts, for the newer garbage truck and the second set of police vehicles. Those were financed for 7 years each and will be paid by FY2023.

The final group of pages for this report are the Five Year Capital Improvement Plan that put the information from Chris’ report into a table format, showing the scheduling of possible financing during the indicated fiscal years.

Please let me know if you have any questions or would like a more in-depth explanation of the debt policy and indebtedness of the City.

With this information and after your review, I ask that you motion to approve the West Wendover Debt Management Policy for Fiscal Year 2018-2019.
Entity: City of West Wendover, Nevada

Date: 8/1/2018

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since July 1, 2017?
   - If so, amount: __________________________ Date: __________________________
   - Yes ☑ No [ ]

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2017?
   - Yes ☑ No [ ]

3. Has your local government updated its debt management policy? (Per NRS 350.013) If Yes, submit updated policy with Indebtedness Report or prepare a statement discussing the following areas:
   A. Discuss the ability of your entity to afford existing and future general obligation debt.
   B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
   C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
   D. Discuss general obligation debt of your entity as a percentage of assessed valuation of all taxable property within the boundaries of your entity. (REDBOOK FY 2017-2018)
   E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
   F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
   G. Discuss the operating costs and revenue sources with each project.
   - If No, please provide a brief explanation.

4. Has your local government updated its five-year capital improvement plan? (Required pursuant to NRS 350.013, 354.5945 & 354.5947)
   - Yes ☑ No [ ]

Submitted By: ___________________________

(signature)

City of West Wendover - Debt Management CIP Submission FY2017-2018
Form 4410LGF

SCHEDULE OF INDEBTEDNESS REPORT
For June 30, 2018
Postmark Deadline 8/1/2018

Entity: City of West Wendover, Nevada

CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT
☐

GENERAL OBLIGATION BONDS
1. General obligation
2. General obligation/revenue
3. General obligation special assessment
   Total general obligation bonded debt

MEDIUM-TERM OBLIGATIONS
1. General Obligation bonds
   3,588,000
2. Negotiable notes or bonds
3. Capital lease purchases
   Total medium-term obligation debt
   3,588,000

REVENUE BONDS

OTHER DEBT
1. Capital lease purchases-MTO not required or prior to law change
   237,002
2. Mortgages
3. Warrants
4. Special Assessments
5. Other (specify)
6. Other (specify)
   Total other debt
   237,002

TOTAL INDEBTEDNESS
13,873,113

Authorized but unissued general obligation bonds

Note: Please explain and provide documentation for any differences between the amounts reported on this schedule and those reported on Schedule C-1 of your Final Fiscal Year 2018-2019 budget.
Entity: City of West Wendover, Nevada

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>General Obligation Bonds</strong></td>
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<td></td>
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<tr>
<td>G/O Bonds</td>
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<tr>
<td>G/O Revenue</td>
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<tr>
<td>G/O Special Assessment</td>
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<td><strong>Medium-Term Obligation</strong></td>
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<td>$499,133</td>
<td>$505,781</td>
<td>$513,031</td>
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<td>Notes/Bonds</td>
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<td>Leases/</td>
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<td>Purchases</td>
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<td><strong>Revenue Bonds</strong></td>
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<td><strong>Other Debt</strong></td>
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<td>Other Lease Purchases</td>
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<td>$36,656</td>
<td>$76,960</td>
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<td>Mortgages</td>
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<td>Warrants</td>
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<tr>
<td>Special</td>
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<tr>
<td>Assessments</td>
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<tr>
<td>Other Debt</td>
<td></td>
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<td><strong>TOTAL</strong></td>
<td>$1,900,842</td>
<td>$1,308,925</td>
<td>$1,168,943</td>
<td>$1,176,102</td>
<td>$1,225,221</td>
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The repayment schedules should start with the payment of principal and interest due after June 30, 2018 and continue until any particular issue is retired.

See following pages for debt service schedules
General Obligation Medium-Term Bonds
City of West Wendover, Nevada

Total Bond Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Interest</th>
<th>Total P+I</th>
<th>Bond Balance</th>
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<td>06/30/2022</td>
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<td>06/30/2024</td>
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<td>06/30/2025</td>
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<td>06/30/2026</td>
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<td><strong>Total</strong></td>
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<td><strong>295,463.60</strong></td>
<td><strong>3,883,463.60</strong></td>
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Par Amounts Of Selected Issues

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<th>Description</th>
<th>Amount</th>
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<td>General Obligation Medium-Term Bonds</td>
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<tr>
<td>7/14/15</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td><strong>3,588,000.00</strong></td>
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## Revenue Bonds
City of West Wendover, Nevada

### Total Bond Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Interest</th>
<th>Total P+I</th>
<th>Bond Balance</th>
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<td>06/30/19</td>
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<td>394,464.48</td>
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<td>100,837.83</td>
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<td>35,590.38</td>
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<td>06/30/43</td>
<td>106,465.64</td>
<td>32,738.16</td>
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<td>1,103,479.85</td>
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<td>06/30/44</td>
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<td>06/30/45</td>
<td>112,407.49</td>
<td>26,796.51</td>
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<td>115,501.88</td>
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<td>118,691.50</td>
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<td>3,549.96</td>
<td>78,005.64</td>
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<td>06/30/53</td>
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<td>2,357.03</td>
<td>30,240.00</td>
<td>36,881.32</td>
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<td>06/30/54</td>
<td>26,522.13</td>
<td>1,617.87</td>
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<td>06/30/55</td>
<td>29,380.90</td>
<td>859.10</td>
<td>30,240.00</td>
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<td>06/30/56</td>
<td>14,981.54</td>
<td>138.46</td>
<td>15,120.00</td>
<td>(36,810.87) *</td>
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<td><strong>Total</strong></td>
<td>10,084,921.26 *</td>
<td>5,352,843.90</td>
<td>15,437,765.16</td>
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**Par Amounts Of Selected Issues**

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<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
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<tr>
<td>11/17/98 Sewer/Compst Revenue Bonds (USDA Loan) - $1,280,000</td>
<td>89,718.00 *</td>
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<tr>
<td>11/17/98 Water Revenue Bonds (USDA Loan) - $3,068,300</td>
<td>2,265,267.63 *</td>
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<tr>
<td>8/18/98A Sewer/Compst Revenue Bonds - $540,000</td>
<td>7,252.49</td>
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<tr>
<td>8/19/98B Sewer/Compst Revenue Bonds - $1,500,000</td>
<td>200,145.76</td>
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<tr>
<td>8/18/09 Sales Tax Revenue Bond (USDA Loan) - $5,225,000</td>
<td>4,311,457.04</td>
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<tr>
<td>5/16/12 Waste Water Treatment Plant Revenue Bond - $2,637,000</td>
<td>2,377,576.28</td>
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<tr>
<td>10/09/15 Water Revenue Bonds (USDA Loan) - $747,000</td>
<td>719,653.39 *</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>10,048,110.59</td>
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* Negative bond balance match amortization schedules provided by USDA Rural Development for the 1998 Sewer/Compst Revenue Bonds, 1998 Water Revenue Bonds and 2015 Water Revenue Bonds which have negative bond balances in final maturities (-5,577.39, -28,525.66 and -797.42, respectively). The USDA changed their system that calculates amortization schedules on a 365 day basis rather than a 360 day basis. The negative balances are a result of the new calculation method and keeping the original payment amounts. Any overpayments will be refunded to the City.
## Capital Lease Purchases
City of West Wendover, Nevada

### Total Bond Balance

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<tr>
<th>Date</th>
<th>Principal</th>
<th>Interest</th>
<th>Total P+I</th>
<th>Bond Balance</th>
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<tr>
<td>06/30/2019</td>
<td>70,381.82</td>
<td>1,391.72</td>
<td>71,773.54</td>
<td>237,002.18</td>
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<td>06/30/2020</td>
<td>29,657.74</td>
<td>6,998.05</td>
<td>36,655.79</td>
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<td>06/30/2023</td>
<td>73,857.97</td>
<td>3,102.03</td>
<td>76,960.00</td>
<td>0.00</td>
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</table>

Total 237,002.18 21,698.73 258,700.91

### Par Amounts Of Selected Issues

- 9/26/12 Garbage Truck Capital Lease Purchase - $232,156
  - Par Amount: 41,916.51
- 3/09/18 Loader Equipment Capital Lease Purchase - $231,738
  - Par Amount: 195,082.67

**TOTAL** 237,002.18
Entity: City of West Wendover, Nevada

**CONTEMPLATED GENERAL OBLIGATION DEBT**

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<th>(1) PURPOSE</th>
<th>(2) TYPE</th>
<th>(3) AMOUNT</th>
<th>(4) TERM</th>
<th>(5) FINAL PAYMENT DATE</th>
<th>(6) INTEREST RATE</th>
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**SPECIAL ELECTIVE TAX**

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<th>(2) TYPE</th>
<th>(3) RATE</th>
<th>(4) ELECTION DATE</th>
<th>(5) EXPIRATION DATE</th>
<th>(6) IMPLEMENTATION DATE</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

City of West Wendover - Debt Management CIP Submission FY2017-2018
CITY OF WEST WENDOVER, NEVADA

CHIEF FINANCIAL OFFICER STATEMENT
DEBT MANAGEMENT POLICY
GENERAL OBLIGATION BONDS
STATUTORY DEBT CAPACITY
MEDIUM TERM OBLIGATIONS
OTHER DEBT

CHIEF FINANCIAL OFFICER STATEMENT

As required by NRS 350.013 (1) (e), the name and address of the City's Chief Financial Officer is:

Michelle Giovo
Financial Consultant
P.O. Box 2825
West Wendover, Nevada 89883
(775) 664-3081
mgiovo@westwendovercity.com

DEBT MANAGEMENT POLICY

As required by NRS 350.013 (1) (c) and NAC 350.0035), the following is the Debt Management Policy for the City of West Wendover, Nevada.

General Policy Statement:

The purpose of the City of West Wendover Debt Management Policy is to manage the issuance of the City's debt obligations and to maintain the City's ability to incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities, and equipment beneficial to the City and also necessary for essential services.

Introduction and Purpose:

The City of West Wendover (the "City") has a Capital Improvement Plan ("CIP") which is a multi-year planning document that identifies and prioritizes the need for a variety of public improvements and coordinates their financing and construction time frames. More specifically, the CIP is a process that provides order and continuity to the repair, replacement, construction or expansion of the City's capital assets. With revenue limitations in mind, the City's CIP focuses primarily on the City's more immediate needs. The City's long term growth picture is positive, which includes gold mine operations within 30 miles of the city, further expansion of gaming properties and other new retail businesses based within the City; due to this growth, the need for infrastructure is increasing. This results in additional opportunities for Enterprise Fund activity that will generate revenues needed for future growth.

Legislation (described herein) requires local governments to prepare a debt management policy prior to authorizing additional general obligation debt. This document is not intended to review the City's total financial position. Analysis of the City's debt position is important because growth has resulted in an increased need for capital financing. Resources, as well as needs, drive
the City's debt issuance program. Decisions regarding the use of debt is based on long-term needs of the City and the amount of equity (cash) dedicated in a given fiscal year to capital outlay.

As required by NRS 350.013 (1) (a) (b) and NAC 350.0035, the Indebtedness Report for the City of West Wendover, Nevada as of June 30, 2018 is included in this submission.

**GENERAL OBLIGATION BONDS**

1. **General Obligation Bonds Supported by Ad Valorem Taxes:**

   The City of West Wendover has **not issued general obligations bonds supported by ad valorem taxes.** In addition, the City has no current plans for general obligation debt supported by ad valorem taxes.

2. **General Obligation / Revenue Bonds:**

   The City has retired all General Obligation bonds; therefore we had no General Obligation bonds outstanding at June 30, 2018.

   **Statutory Debt Capacity:**

   State statutes limit the aggregate principal amount of general obligations debt to 30% of total assessed valuation (NRS 266.600). Based upon the assessed valuation for the fiscal year 2017-2018 of $140,812,597, the City’s debt limit for general obligations is $42,243,779.

   The following table illustrates the City’s current general obligation debt in relation to the City’s fiscal year 2017-2018 statutory debt limitation:

   **STATUTORY DEBT CAPACITY**

<table>
<thead>
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<th>Statutory Debt Limitation</th>
<th>$42,243,779</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding General Obligation Indebtedness</td>
<td>$ 0</td>
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<tr>
<td>Plus: Possible Future Ad Valorem Supported Bonds</td>
<td>$ 0</td>
</tr>
<tr>
<td>Additional Statutory Debt Limitation</td>
<td>$42,243,779</td>
</tr>
</tbody>
</table>

   **General Obligation Debt per Capita (NRS 350.013):**

   The official West Wendover population is 4,201, as certified by the State of Nevada Department of Taxation in their published Final Population Worksheet that was prepared for use in 2018-2019 Revenue Projections. Because the City has no current general obligation debt, the per capita amount is zero.

   **General Obligation Debt as a percentage of Assessed Valuation (NRS 350.013):**

   The current general obligation debt is zero.

   **Policy regarding manner expected to sell new debt for FY2018-2019 (NRS 350.013):**

   The City of West Wendover anticipates the issuance of new debt during the 2018-2019 fiscal year. This new debt will be issued in the form of an Interim Construction Loan, to build the downtown development and a new Fire Station Facility. When construction is complete, the construction loan will be retired with a Rural Development Loan from the USDA. The construction loan will begin in fiscal year 2018-2019 and retire during fiscal year 2019-2020.
Sources of money projected to be available to pay current and future general obligation debt (NRS 350.013):

West Wendover's general obligation debt is zero. But if debt were issued in the future, the revenue from property tax, licenses and permits, intergovernmental revenue, charges for services, fines and forfeitures, and miscellaneous revenue would be considered as the source for any repayment.

3. General Obligation Special Assessment Bonds:

The City of West Wendover has not issued any general obligation special assessment bonds. In addition, the City does not currently plan for issuance of general obligation special assessment bonds.

4. Revenue Bonds:

Sales Tax Revenue Bonds are payable from pledged revenue received from Consolidated Tax Revenue.

Other Revenue bonds' principal and interest are payable exclusively from earnings of enterprise funds. Enterprise funds are proprietary funds used to report activities for which a fee is charged to external users for goods or services. The City of West Wendover, Nevada operates the following enterprise funds: Water Enterprise Fund, Sewer Enterprise Fund, a combined Garbage Services / Compost Enterprise Fund and Johnson Springs Transmission Systems Fund.

Each of these enterprise funds has entered into revenue bond debt obligations which constitute a direct and general obligation of the City. The full faith and credit of the City is pledged for the payment of principal and interest due thereon.

These revenue bonds are secured by the revenue received by the City from customers for sewer, water, landfill and garbage service charges, sewer and water hook-up fees, after payment of reasonable and necessary costs for the operation and maintenance expenses of the City's Enterprise Funds (the "Net Pledged Revenues").

MEDIUM TERM OBLIGATIONS

Under NRS 350.085-.095: NAC 350.100-160, the City may issue negotiable notes or medium-term negotiable bonds. Those issues, approved by the Director of the Department of Taxation, are payable from all legally available funds. The referenced statute does not authorize a special property tax override. The negotiable notes or bonds must meet the following requirements:

1. Must mature not later than ten (10) years after the date of issuance.
2. If the maximum term of the financing is more than five (5) years, the term may not exceed the estimated useful life of the asset to be purchased with the proceeds from the financing.
3. No medium-term financing resolution is effective until approved by the West Wendover City Council, with the Director of the Department of Taxation having the final approval authority.

5. Negotiable Notes / Bonds (including General Obligation bonds) and Capital Leases

Includes all medium-term indebtedness that has been incurred whether approved or not, pursuant to the provisions of NRS Chapter 350, Municipal Obligations.
OTHER DEBT

6. Other Lease Purchases

This category includes capital leases entered into prior to the law change requiring capital leases to be approved under the medium-term obligation requirements. Also included in this category are capital leases that are not counted against the debt limit under NRS 350.800 and is less than $50,000, the minimum amount for approval under the medium term financing requirement.

NRS 350.800 defines a lease transaction as a transaction whereby a municipality acquires real or personal property and another person acquires or retains security interest in that or other property and creates a general obligation of the municipality which must be counted against any limit upon its debt unless:

(a) The obligation by its terms is extinguished by failure of the governing body to appropriate money for the ensuing fiscal year for payment of the amounts then due; or

(b) The budget of the municipality for the fiscal year in which the transaction occurs includes a provision for the discharge of the obligation in full.

This category also includes Certificates of Participation, which are repaid through annual appropriations from general revenue similar to lease payments.

7. Mortgages

This category includes amounts of any USBRL, REA, or FHA mortgages.

The City of West Wendover has issued Nevada Sales Tax Revenue Bonds, Series 2009 in the amount of $5,225,000 from USDA Rural Development for the debt of the New Government Building (City Hall), which is secured with a mortgage on the building.

8. Warrants

The City of West Wendover has not entered into any warrant debt obligations. In addition, the City does not currently plan for issuance of warrant debt obligations during fiscal year 2018-2019.

9. Special Assessment Bonds

The City of West Wendover has not entered into any special assessment bond debt obligations. In addition, the City does not currently plan for issuance of any special assessment bond debt obligations during fiscal year 2018-2019.

10. Other Debt

The City plans to enter into interim debenture during fiscal year 2018-2019. As mentioned above, a Construction Loan will be obtained for the infrastructure of a downtown development as well as a fire station facility. The Construction Loan will be retired during fiscal year 2019-2020 with a USDA Rural Development Loan.
<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>General - Public Works - Paved Streets</td>
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<td>Infrastructure North Interstate 80 Exit #410, Phase</td>
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<td>General - Public Works - Paved Streets</td>
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<td>General - Public Works - Paved Streets</td>
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<td>Rehabilitation Wendover Boulevard Phase 1</td>
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**Notes:**
### FIVE YEAR CAPITAL IMPROVEMENT PLAN

| Minimum level of expenditure for items classified as capital assets | $ 5,000 |
| Minimum level of expenditure for items classified as capital projects | $ 100,000 |

**ENTITY:** City of West Wendover  
**DATE:** August 1, 2018

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| Fund Total | 0 | 0 | 0 | 675,000 | 0 |

**Total Expenditure-All Funding Sources:** 675,000

**Written Plan Ref #:** 17  
**Notes:**

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## Capital Projects Fund

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<td>Capital Improvement:</td>
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<td>Wendover Regional Multi Model Enhancement Project</td>
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### Capital Improvement Plan

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**

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**Written Plan Ref #:** 23  24  25  1  
**Total Expenditure- All Funding Sources:** 2,450,000  2,250,000  4,350,000  1,750,000

**Notes:**

**Attachment:** Debt Management Policy 2018-2023 - memo (1418 : Debt Management Policy)
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# FIVE YEAR CAPITAL IMPROVEMENT PLAN

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Fund Total | 100,000 | 11,091,050 | 0 | 2,500,000 | 46,075,000 | 85,241,050 |
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<td>0</td>
<td>840,000</td>
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<tr>
<td>Fund:</td>
<td>Sewer Fund</td>
<td>Sewer Fund</td>
<td>Sewer Fund</td>
<td></td>
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<tr>
<td>Capital Improvement:</td>
<td>10&quot; ReUse Line to Toana Vista Golf Course</td>
<td>Waste Water Facility, Solar Array</td>
<td>UV Lights, PortSleeves, Airs &amp; Blowers</td>
<td></td>
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</tr>
<tr>
<td>Funding Source:</td>
<td>State Revolving Fund, NDEP Clean Water</td>
<td>Sewer Revenues, DOE Grant</td>
<td>Sewer Revenues</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Completion Date:</td>
<td>6/30/2021</td>
<td>6/30/2022</td>
<td>6/30/2019</td>
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<td></td>
<td></td>
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<td>FY 2018-2019</td>
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<td>FY 2019-2020</td>
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<td>200,000</td>
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<td>FY 2022-2023</td>
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<tr>
<td>Total Expenditure-All Funding Sources</td>
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<td>0</td>
<td>0</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Compost Fund</td>
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<td>Capital Improvement:</td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

| Fund Total | 0             | 0             | 0             | 0             | 0             |

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**

(Per NRS 354.5645)

**MINIMUM LEVEL OF EXPENDITURE FOR ITEMS CLASSIFIED AS CAPITAL ASSETS**

Minimum level of expenditure for items classified as capital assets $5,000

Minimum level of expenditure for items classified as capital projects $100,000

**ENTITY:** City of West Wendover

**DATE:** August 1, 2018

**Written Plan Ref #**

**Total Expenditure-All Funding Sources**

**Notes:**
To: Mayor, City Council  
From: Chief Jeff Knudtson  
Re: Departmental Updates for July 2018

Mayor, City Council:

Attached is the fire reports and the active Building Permits through July 2018.

Peppermill is finishing the façade on the west entrance. They are finishing the paving overlay around the building and have opened the new front Hotel entrance, looks great.

We are still waiting on the motor fan for 1312 to be installed, it will be done soon. We have work also being done on the Ford Excursion, it has fuel problems.

Utah fire is still training with us every Wednesday night and is going well.

This report is pretty short but there is actually a lot going on.

If you have any questions or concerns please feel free to contact me at your convenience.

Thanks:

Chief Jeff Knudtson
West Wendover Fire Department
West Wendover, NV
This report was generated on 8/3/2018 9:29:36 AM

Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 01/01/2018 | End Date: 12/31/2018

<table>
<thead>
<tr>
<th>MAJOR INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fires</td>
<td>18</td>
<td>4.12%</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service</td>
<td>258</td>
<td>59.04%</td>
</tr>
<tr>
<td>Hazardous Condition (No Fire)</td>
<td>6</td>
<td>1.37%</td>
</tr>
<tr>
<td>Service Call</td>
<td>67</td>
<td>15.33%</td>
</tr>
<tr>
<td>Good Intent Call</td>
<td>35</td>
<td>8.01%</td>
</tr>
<tr>
<td>False Alarm &amp; False Call</td>
<td>15</td>
<td>3.43%</td>
</tr>
<tr>
<td>Special Incident Type</td>
<td>38</td>
<td>8.70%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>437</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.
### Detailed Breakdown by Incident Type

<table>
<thead>
<tr>
<th>INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Fire, other</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>118 - Trash or rubbish fire, contained</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>121 - Fire in mobile home used as fixed residence</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>131 - Passenger vehicle fire</td>
<td>5</td>
<td>1.14%</td>
</tr>
<tr>
<td>132 - Road freight or transport vehicle fire</td>
<td>3</td>
<td>0.69%</td>
</tr>
<tr>
<td>142 - Brush or brush-and-grass mixture fire</td>
<td>6</td>
<td>1.37%</td>
</tr>
<tr>
<td>162 - Outside equipment fire</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>311 - Medical assist, assist EMS crew</td>
<td>244</td>
<td>55.84%</td>
</tr>
<tr>
<td>322 - Motor vehicle accident with injuries</td>
<td>10</td>
<td>2.29%</td>
</tr>
<tr>
<td>323 - Motor vehicle/pedestrian accident (MV Ped)</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>324 - Motor vehicle accident with no injuries.</td>
<td>2</td>
<td>0.46%</td>
</tr>
<tr>
<td>341 - Search for person on land</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>411 - Gasoline or other flammable liquid spill</td>
<td>2</td>
<td>0.46%</td>
</tr>
<tr>
<td>412 - Gas leak (natural gas or LPG)</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>424 - Carbon monoxide incident</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>445 - Arcing, shorted electrical equipment</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>471 - Explosive, bomb removal (for bomb scare, use 721)</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>500 - Service Call, other</td>
<td>49</td>
<td>11.21%</td>
</tr>
<tr>
<td>551 - Assist police or other governmental agency</td>
<td>7</td>
<td>1.60%</td>
</tr>
<tr>
<td>553 - Public service</td>
<td>9</td>
<td>2.06%</td>
</tr>
<tr>
<td>554 - Assist invalid</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>571 - Cover assignment, standby, moveup</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>600 - Good intent call, other</td>
<td>2</td>
<td>0.46%</td>
</tr>
<tr>
<td>611 - Dispatched &amp; cancelled en route</td>
<td>25</td>
<td>5.72%</td>
</tr>
<tr>
<td>622 - No incident found on arrival at dispatch address</td>
<td>6</td>
<td>1.37%</td>
</tr>
<tr>
<td>650 - Steam, other gas mistaken for smoke, other</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>651 - Smoke scare, odor of smoke</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>700 - False alarm or false call, other</td>
<td>4</td>
<td>0.92%</td>
</tr>
<tr>
<td>713 - Telephone, malicious false alarm</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>714 - Central station, malicious false alarm</td>
<td>1</td>
<td>0.23%</td>
</tr>
<tr>
<td>733 - Smoke detector activation due to malfunction</td>
<td>5</td>
<td>1.14%</td>
</tr>
<tr>
<td>743 - Smoke detector activation, no fire - unintentional</td>
<td>4</td>
<td>0.92%</td>
</tr>
<tr>
<td>900 - Special type of incident, other</td>
<td>38</td>
<td>8.70%</td>
</tr>
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</table>

**TOTAL INCIDENTS:** 437  100.00%
<table>
<thead>
<tr>
<th>Permit No</th>
<th>Date</th>
<th>C of O</th>
<th>Name</th>
<th>Address</th>
<th>Permit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1629</td>
<td>04/22/02</td>
<td></td>
<td>Juan Jose Botello</td>
<td>705 Apache Street</td>
<td>New Home</td>
</tr>
<tr>
<td>2292</td>
<td>10/18/13</td>
<td></td>
<td>Erika Pacheco</td>
<td>1824 Humbolt</td>
<td>Garage to enclose</td>
</tr>
<tr>
<td>2315</td>
<td>06/17/14</td>
<td></td>
<td>Alfredo Seriano</td>
<td>682 Tibbetts</td>
<td>Living Rm Add</td>
</tr>
<tr>
<td>2413</td>
<td>05/05/16</td>
<td></td>
<td>Blair &amp; Robin Smith</td>
<td>2866 Fairway View Dr</td>
<td>Finish Basement</td>
</tr>
<tr>
<td>2436</td>
<td>12/19/16</td>
<td></td>
<td>Peppermill remodel</td>
<td>680 W Wendover Blvd</td>
<td>Remodel Faciad</td>
</tr>
<tr>
<td>2445</td>
<td>04/05/17</td>
<td></td>
<td>Peppermill remodel Ph 4&amp;5</td>
<td>680 Wendover Blvd</td>
<td>Remodel</td>
</tr>
<tr>
<td>2460</td>
<td>06/29/17</td>
<td></td>
<td>Frank Hernandez</td>
<td>2014 Canyon</td>
<td>Detached Garage</td>
</tr>
<tr>
<td>2461</td>
<td>07/12/17</td>
<td></td>
<td>Raul Davila (Jessy)</td>
<td>429 Alpine</td>
<td>Garage</td>
</tr>
<tr>
<td>2477</td>
<td>09/22/17</td>
<td></td>
<td>Alfredo Soriano</td>
<td>682 N Tibbets</td>
<td>Detached porch</td>
</tr>
<tr>
<td>2481</td>
<td>10/06/17</td>
<td></td>
<td>Discount Liquor</td>
<td>1445 Wendover Blvd</td>
<td>Remodel</td>
</tr>
<tr>
<td>2493</td>
<td>01/30/18</td>
<td></td>
<td>Rainbow Casino</td>
<td>1045 W Wendover Blvd</td>
<td>Façade Remodel</td>
</tr>
<tr>
<td>2495</td>
<td>02/05/18</td>
<td></td>
<td>Ramero Callazo</td>
<td>2066 Hopi St</td>
<td>Basement finish</td>
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<tr>
<td>2511</td>
<td>04/23/18</td>
<td></td>
<td>Maurio Palafax</td>
<td>1913 Gold St</td>
<td>Cupoia on Garage Roof</td>
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<tr>
<td>2512</td>
<td>04/25/18</td>
<td></td>
<td>Jose Gutierrez</td>
<td>535 Apache</td>
<td>Handicap Ramp</td>
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<tr>
<td>2516</td>
<td>06/06/18</td>
<td></td>
<td>Jaime Narajo</td>
<td>2023 Butte St</td>
<td>Open roof porch</td>
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<tr>
<td>2517</td>
<td>06/08/18</td>
<td></td>
<td>Rodger Weens</td>
<td>1784 Canyon</td>
<td>Open Roofed Porch</td>
</tr>
<tr>
<td>2519</td>
<td>06/20/18</td>
<td></td>
<td>Ben Duran</td>
<td>1819 Gold St</td>
<td>Open Roofed Porch</td>
</tr>
<tr>
<td>2523</td>
<td>07/25/18</td>
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<td>Peppermill Handicap Parking</td>
<td>680 W Wendover B lvd</td>
<td>Parking lot HDC</td>
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<tr>
<td>2524</td>
<td>07/30/18</td>
<td></td>
<td>Armondo &amp; Gloria Gill</td>
<td>2127 Seminol</td>
<td>Garage Door</td>
</tr>
</tbody>
</table>
To: Anna Bartlome, City Clerk  
Fr: Don Lininge, Patrol Lieutenant (Interim Chief of Police)  
Re: Report/Updates for City Council, August 7th meeting  
Date: August 02, 2018

**Stats**

<table>
<thead>
<tr>
<th>Activity</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Total last three months</th>
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<tbody>
<tr>
<td>Calls for Service</td>
<td>1158</td>
<td>946</td>
<td>834</td>
<td>2938</td>
</tr>
<tr>
<td>Adult Arrest</td>
<td>6</td>
<td>9</td>
<td>14</td>
<td>29</td>
</tr>
<tr>
<td>Warrant Arrest</td>
<td>8</td>
<td>8</td>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>Juvenile Arrest</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Citations</td>
<td>116</td>
<td>56</td>
<td>28</td>
<td>200</td>
</tr>
<tr>
<td>Prisoner Transports</td>
<td>11</td>
<td>13</td>
<td>10</td>
<td>34</td>
</tr>
<tr>
<td>Civil</td>
<td>38</td>
<td>49</td>
<td>56</td>
<td>143</td>
</tr>
</tbody>
</table>

-3 Officers in July = lower CFS and Citations

Backgrounds on five police officer applicants were completed over the last several weeks. Three of these applicants have been moved forward in the application process and are currently scheduled for psych evals. The other two did not meet the criteria to gain employment by our agency.

Two backgrounds on dispatch applicants have been completed. One of these applicants is in the final phases and could be given an offer of employment soon. The other did not meet the criteria needed to gain employment by this agency. The position has been advertised again and new applications will be accepted through August 13th.

July 6th Detective Hillaker and Officer Pantelakis travelled to the Washoe county crime lab to certify all the PD Preliminary Breath Test devices, (aka PBT’s). These devices are certified on an annual basis. Both Hillaker and Pantelakis are certified instructors for these devices and the annual certification on the devices is a requirement for both officers to maintain their instructor certifications.

July 17-19, 2018 Sergeant Connin attended a recertification course for his Computer Voice Stress Analyzer (CVSA) certification in Salt Lake City. The CVSA examination is a requirement for all police officer applicants and can be used while interviewing suspects during criminal investigations to detect deception. The certification is good for two years.
I met with Juliana M. Ahrens-Grenier, and Kelsea Sutton, CADV's new outreach advocate on July 19th at the PD. Kelsea is looking forward to working with the people in our community. Kelsea was offered an invitation to ride along with officers to get acquainted with our area and become familiar with the needs of our community.

On July 26, 2018 I was to appear before the Nevada Post Commission to request a six-month extension for Officer Antonio Escareno. Due to staffing levels Escareno could not be sent to the police academy in July. The state of Nevada requires all new officers to become certified within one year of employment, which will be December 26, 2018. The next academy will be in January of 2019. This meeting was cancelled due to low attendance on the part of the commissioners. I will be notified when the next meeting is scheduled. Escareno is already enrolled into the January 2019 academy.

Other noteworthy items:

1. Ballistic shields were ordered. We are hoping for delivery within the next 8-12 weeks.
2. Brazo electronic ticket writers were ordered. Delivery expected mid-August.
4. ATV/OHV ordered in June. Expected delivery to Premier late-August for equipment install.
5. WWPD received a certificate to obtain a title for the Hummer from the Office of Criminal Justice. The Hummer can now be titled to the city and is no longer subject to audit from the Department of Justice.

Thank you

Lt. Don Lininger (Interim Chief of Police)
Memo

To: Mayor and Council

From: Anna Bartlome

Date: August 7, 2018

Re: Council Update

Transient Tax Charts – See the attached charts.

Business License Renewal – There are currently 207 businesses that have renewed their business license. We had 234 businesses during fiscal year 2017-2018. We had 20 businesses close either during the year or at the time of renewal. We had 4 new businesses license at the start of the new fiscal year.

Marriage License – Over the last month we have issued 12 marriage licenses bringing the total to 59.

New Businesses – New businesses in July are as follows:

1. Fire Engineering Company, Inc.
2. Natalia Loll, Real Estate Agent
3. Arbie Stone (Carwash)

Voter Registration – Voter registration can be done at any time not just during election season. If you know anyone who would like to register to vote they may register at the following locations: in person with me, at the Elko County Clerks Office or online at https://nvsos.gov/sosvoterservices/Registration/step0.aspx.

Vacation – I will be taking vacation starting July 27th and returning to work on August 6th.

If you have any questions please let me know.
<table>
<thead>
<tr>
<th>District</th>
<th>WW REC Dept of Elko County</th>
<th>WW KOA</th>
<th>W.W. KOA</th>
<th>Wendover Nugget</th>
<th>Red Garter</th>
<th>Rainbow</th>
<th>Peppermill</th>
<th>Montego Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$35,263.82</td>
<td>$26,255.19</td>
<td>$20,515.28</td>
<td>$15,515.28</td>
<td>$10,515.28</td>
<td>$5,515.28</td>
<td>$1,515.28</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**November 2017/2018**

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
February 2017/2018

- WW REC Department of Elko County 1%

District

- WW KOA
- Wendover Nugget
- Red Garter
- Rainbow
- Peppermill
- Montego Bay

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
<table>
<thead>
<tr>
<th>Department</th>
<th>Promotion</th>
<th>Elko County</th>
<th>REC Board</th>
<th>Dept of Taxation</th>
<th>WW REC District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$156.02</td>
<td>$97.51</td>
<td>$58.51</td>
<td>$2,184.32</td>
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<tr>
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April 2017/2018

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
Room Tax Distribution Fiscal Year 2017/2018

- $2,089,553.45
- $55,971.00
- $93,283.74
- $149,252.91

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
Dept of Taxation 2017/2018

- July
- August
- September
- October
- November
- December
- January
- February
- March
- April
- May
- June

$- $1,000.00 $2,000.00 $3,000.00 $4,000.00 $5,000.00 $6,000.00 $7,000.00 $8,000.00 $9,000.00
1% Promotion 2017/2018

- $5,000.00
- $10,000.00
- $15,000.00
- $20,000.00
- $25,000.00

July
August
September
October
November
December
January
February
March
April
May
June
2017/2018 Amount Collected

- Montego Bay: $667,921.45
- Peppermill: $441,178.14
- Rainbow: $552,969.74
- Red Garter: $233,498.94
- Wendover Nugget: $449,195.88
- W.W. KOA: $45,196.95

Packet Pg. 266
Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
Montego Bay Room Occupancy Rate Fiscal Year 17/18

- Rooms Licensed
- Rooms Rented
Peppermill Room Occupancy Rate Fiscal Year 17/18

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
WW REC District Fiscal Year Comparison

Fiscal Year Comparison

- FY 16/17 WW REC District
- FY 17/18 WW REC District

Communication: City Clerk/Records Officer (DEPARTMENT REPORTS)
Elko County REC Board Fiscal Year Comparison

- July: $8,000.00
- August: $12,000.00
- September: $10,000.00
- October: $6,000.00
- November: $2,000.00
- December: $4,000.00
- January: $6,000.00
- February: $8,000.00
- March: $10,000.00
- April: $12,000.00
- May: $14,000.00
- June: $12,000.00

Month: July, August, September, October, November, December, January, February, March, April, May, June
1% Promotion Fiscal Year Comparison

FY 16/17 1% Promotion

FY 17/18 1% Promotion
Peppermill Rooms Rented Fiscal Year Comparison

FY 16/17 Rooms Rented

FY 17/18 Rooms Rented
Red Garter Rooms Rented Fiscal Year Comparison

FY 16/17
Rooms Rented

FY 17/18
Rooms Rented
Wendover Nugget Rooms Rented Fiscal Year Comparison

FY 16/17 Rooms Rented

FY 17/18 Rooms Rented
West Wendover Public Works Department

Date: 8/3/18
To: Mayor and Council
Cc: City Manager Chris Melville
From: Bryce Kimber
Re: Council Update

Water

We had a water leak at 486 Vista View Loop, where we had to hand dig and replace the meter yoke. McDonald's had a water leak on their two inch main feed, that we assisted the contractor in fixing. We have installed quite a few new meters in El Santiago trailer park, along with two curb stop valve boxes. We assisted with a water leak at 2318 Sandia, where we had to shut off the water and then shut the irrigation system off, but was able to turn their water back on. We repaired all water leak patches, one in El Santiago, one on Toana Court, and the one on Florence Way, we also poured the curb and gutter and sidewalk on Florence and the sidewalk on Mesa.

Public Works

Of course we had the 4th of July activities and then the clean up afterwards. Some of the crew did another round of fertilizing on all grass islands, clinic, and the welcoming center, and also did an iron treatment to the trees on Pueblo Blvd, Wendover Blvd, and Leppy Hills. We have done some maintenance work at the clinic, replaced the windsock, took down a sign, received a new water fountain, that will be installed, and new helipad lights that will also be installed. We installed a new tv for the PD in their interview room, and also a bulletin board on the outside of the dog pound.

Streets

We have identified potholes on various streets throughout the city, and have saw cut all of them in hopes of getting them repaired while Staker Paving is here working on the Peppermill. We finally received the cactus street light for Pueblo, it is now installed. The crew also did a few banners this month, and reinstalled a speed limit sign on Airport Way that had been run over due to a vehicle accident.
Landfill/Garbage

Chris took some of the guys to the landfill this month to do some cross training on the operations at the landfill, to help with employee leave. We had Cashman Equipment come and do the 500 hour service on the new 950 loader and 420 backhoe. We also had Wheeler come and repair the Cat as it lost the air conditioning compressor. We had a small fire at the landfill this month; the cause really isn’t known, but we suspect it was hot firework debris. Fortunately, it was just in that days dumping, and the Fire Dept and the crew were able to spread the garbage out and extinguish the fire. This is a reportable incident to NDEP, and has been done.

We had Roadside Diesel Repair come and install a new front spring on the Frontload, we have also had them here checking, adjusting and replacing necessary parts to the brake systems on all garbage trucks. Some of the PW crew installed 16 new tires on two of the garbage trucks. Garbage has been busier than normal this month, we have had a lot of 30 yard containers out, and this will continue as the events on the Salt Flats are beginning.

Reuse

We had to have the pump on the sand filter repaired. We lost a variable frequency drive on one of the reclaim pumps, we had to have EPU come and repair it. We were very fortunate when this happened, as it single phased the power to the whole plant, but so far nothing else seems to have been affected. Raul’s crew has been burning weeds on all the ponds. Everything else seems to be running smoothly.

Johnson Springs

We lost two meters this month at the wellfield, the main meter at Shafter 5, and the meter on Shafter 1. The meters have been ordered and SKM will come out and help install and program them when they arrive.

Bryce Kimber Jr.
City of West Wendover
PW Director
Given my memo on July 17th, and that I have so many of my previous memo items on this agenda now for action, the August update below is a bit on the lean side.

I will be out of the office on the 9th and 10th of August as I am heading to El Paso to pick up my father in law who is coming up from Mexico.

**Air Force Property Conveyance.** Should have an update on this by next week.

**Downtown Property BLM.** The BLM has finished the survey of the property for the purchase option which is under the current lease. The acreage is approximately 175 acres which includes the property on which I-80 sits so the net acreage is approximately 125 acres.

The appraisal request to the BLM state office was submitted the last of July based on the completed survey and I’m told I should have the approval to proceed with the appraisal before the end of August. Once the appraisal is complete, then we will know the purchase price on the entirety of the property. As mentioned previously, if that purchase price is more than I have budgeted under the Fire Station Land Purchase project ($1,750,000), the BLM has agreed to let us purchase what we can based on the lots that have been surveyed and then place the remainder, if needed, back into an R&PP for future purchase.

Additionally there are two other lots the BLM has on the south side of Wendover Boulevard which are located near our water land tank. The area is part of a long ago discussed plan for an area to eventually locate a city cemetery and large park which would overlook the community and be nestled near Three Mile Mountain. So, I’m going to go ahead with securing that property in an R&PP and will produce a basic plan for the BLM regarding that use over the next year so that we can secure the property for the long-term.
HR Items:

- CFO Recruitment underway, I have four applicants currently. Closing of the position will be August 24th.
- The Chief of Police recruitment is out throughout the region and state with a closing date of October 1st. To date I have received two applications, both from out of state.
- Three police officer candidates are now in the final stages of background/testing and if successful, I will move each forward to fill open positions. This should occur by the end of the month. One of the candidates is an in-house candidate.
- We are in the process of filling an open dispatch position. A candidate has been selected and we expect to have that person on the job by the end of the month.
Memo

From: Anna Bartlome
To: 

Date: 08/07/2018

Re: Claims for August 7, 2018

See summary of claims attached to memo.
### CITY OF WEST WENDOVER Payment Approval Report - Council Signature

**Report dates: 8/7/2018-8/7/2018**

**Aug 03, 2018 11:24AM**

**Attachment: Claims (1317 : Claims for August 7, 2018)**

---

**Vendor** | **Vendor Name** | **Invoice Number** | **Description** | **Invoice Date** | **Invoice Amount** | **Amount Paid** | **Date Paid** | **Voided**
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1030 | AQUA ENGINEERING INC | 16242 | PO-39963 REUSE | 05/24/2018 | 125.00 | .00 |  
1030 | AQUA ENGINEERING INC | 16320 | JOHNSON SPRINGS | 07/21/2018 | 1,885.00 | .00 |  
1030 | AQUA ENGINEERING INC | 16446 | JOHNSON SPRINGS | 07/25/2018 | 1,126.50 | .00 |  

**Total 1030:**

| 3,136.50 | .00 |

1060 | BATEMAN, RONALD R. | 853557 | PO-37043 WELCOME CENTER | 07/19/2018 | 168.00 | .00 |  

**Total 1060:**

| 168.00 | .00 |

1121 | CASHMAN EQUIPMENT COMPA | INV01108092 | PO-40201 LANDFILL | 07/22/2018 | 1,364.38 | .00 |  
1121 | CASHMAN EQUIPMENT COMPA | INV01108093 | PO-40201 LANDFILL | 07/20/2018 | 1,465.10 | .00 |  

**Total 1121:**

| 2,829.48 | .00 |

1137 | ELKO, CITY OF | 2019-WWPDE | PD-PO-45223 2019 ECNU MONE | 07/18/2018 | 2,000.00 | .00 |  

**Total 1137:**

| 2,000.00 | .00 |

1223 | ELKO COUNTY TREASURER | JUL-18 | ADMIN ASSESSMENT | 08/01/2018 | 68.00 | .00 |  

**Total 1223:**

| 68.00 | .00 |

1225 | ELKO TROPHY & ENGRAVING | 6956 | PO-40154 YEARS OF SERVICE | 07/12/2018 | 95.00 | .00 |  
1225 | ELKO TROPHY & ENGRAVING | 6964 | PO-40155 YEARS OF SERVICE | 07/17/2018 | 95.00 | .00 |  

**Total 1225:**

| 190.00 | .00 |

1230 | ENERGY LABORATORIES INC | 170396 | PO-39999 REUSE | 07/19/2018 | 90.00 | .00 |  

**Total 1230:**

| 90.00 | .00 |

1240 | FARMER BROTHERS CO | SO.69190472 | PO-36988 ADMIN COFFEE SUP | 07/24/2018 | 143.56 | .00 |  

**Total 1240:**

| 143.56 | .00 |

1243 | FERGUSON ENTERPRISES INC | 1060492 | PO-40000 REUSE | 07/11/2018 | 511.52 | .00 |  

**Total 1243:**

| 511.52 | .00 |

1250 | FISHER SCIENTIFIC | 3005447 | PO-39989 REUSE | 07/06/2018 | 129.31 | .00 |  

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Attachment: Claims (1317 : Claims for August 7, 2018)

10.a.a

Packet Pg. 297


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Total 3418: 5,076.00
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**Report Criteria:**

- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.