WEST WENDOVER CITY COUNCIL, REGULAR MEETING

DATE: July 16, 2019
TIME: 7:00 PM

LOCATION: Council Chambers #137, West Wendover City Hall

(THE MAYOR OR MAYOR PRO TERM RESERVES THE RIGHT TO CHANGE THE ORDER OF THE AGENDA AND IF THE AGENDA IS NOT COMPLETE, TO RECESS THE MEETING AND CONTINUE ON ANOTHER SPECIFIED DATE AND TIME)

(IN THE EVENT THAT PUBLIC COMMENT IS ALLOWED DURING ANY AGENDA ITEM, THE MAYOR OR MAYOR PRO TERM RESERVES THE RIGHT TO LIMIT SUCH COMMENT AND TERMINATE ANY FURTHER COMMENT)

(EACH SPEAKER, AFTER BEING ACKNOWLEDGED BY THE CHAIR, SHALL COME TO THE PODIUM AND IF REQUIRED FILL OUT A REQUEST TO SPEAK FORM, THEN WILL SPEAK DIRECTLY INTO THE MICROPHONE, AND STATE THEIR NAME, RESIDENCY AND ANY ORGANIZATION THEY ARE REPRESENTING FOR THE RECORD.)


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 2, 2019 7:00 PM

5. CONSENT CALENDAR
   a. Discussion and Decision to Adopt Ordinance #2019-01; An Ordinance Providing for the Issuance by the City of West Wendover, Nevada, of Its General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues) Series 2019 to Pay in
6. PRESENTATION
   a. Presentation Regarding the Nevada Community Development Block Grant (CDBG) Program

7. NEW BUSINESS
   a. Discussion and Decision Regarding Participation in the 2019 Nevada CDBG Program and Related Application and Other Matters Appropriately Related Thereto (For Possible Action)
      Report By City Manager
      Review/Comment/Action: City Council

   b. Discussion and Decision to Authorize the Execution of the Loan Contract Between the City of West Wendover and the State of Nevada Drinking Water State Revolving Fund (Contract No. DW1908) and Other Pertinent Documents Related to Ordinance 2019-01 and the Issuance of the General Obligation (Limited Tax) Water Refunding Bond Series 2019 and Other Matters Appropriately Related Thereto (For Possible Action)
      Report By City Manager
      Review/Comment/Action: City Council

   c. Discussion and Decision to Approve the Proposed Contract for Engineering Services with Aqua Engineering, L.L.C., and Authorize the Mayor to Execute Such Contract as it Relates to the 2019 Request for Qualifications (RFQ) for Civil Engineering Services for the City of West Wendover and Other Matters Appropriately Related Thereto (For Possible Action)
      Report By City Manager
      Review/Comment/Action: City Council

   d. Discussion and Decision to Approve the City of West Wendover Five Year Capital Improvement Projects Plan (2019-2024) and Other Matters Appropriately Related Thereto (For Possible Action)
      Report By City Manager
      Review/Comment/Action: City Council

   e. Discussion and Decision to Approve the City of West Wendover Debt Management Policy for Fiscal Year 2019-2020 and Other Matters Appropriately Related Thereto (For Possible Action)
      Report By Chief Financial Officer
      Review/Comment/Action: City Council

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

9. COMMUNICATIONS
   Reports by Elected Officials

10. APPROVAL OF THE CLAIMS
    a. Claims for July 16, 2019 (For Possible Action)
    b. June 2019 Hand Checks/EFT (For Possible Action)
    c. June 2019 Insurance (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 02, 2019

1. CALL TO ORDER AND ROLL CALL

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<th>Attendee Name</th>
<th>Title</th>
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<td>Daniel J. Corona</td>
<td>Mayor</td>
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<tr>
<td>Bryce Kimber</td>
<td>Public Works Director</td>
<td>Absent</td>
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<td>Cal Kunz</td>
<td>Chief of Police</td>
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<td>Chris Melville</td>
<td>City Manager</td>
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<td>Debbie Sanchez</td>
<td>Chief Financial Officer</td>
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<td>Jeff Knudtson</td>
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<tr>
<td>Anna Bartlome</td>
<td>City Clerk/Records Officer</td>
<td>Present</td>
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Others Present: Brian Boatman, Corinne Copelan and Raul Naranjo

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

None offered or received.

4. APPROVAL OF THE MINUTES (For Possible Action)

a. City Council - Regular Meeting - Jun 18, 2019 7:00 PM Accepted

Council Member Durham made a motion to approve the minutes of the regular meeting of June 18, 2019. The motion was seconded by Council Member Holm and passed unanimously.

5. PRESENTATION

a. Wes Henderson, Nevada League of Cities

Wes Henderson, Executive Director of the Nevada League of Cities, thanked the City for their participation in the league and thanked them for their public service. Wes stated that there had been over 1,100 bills in the Legislative session that was just completed. Governor Sisolak has

“The City of West Wendover is an equal opportunity provider.”
signed into law 636 and vetoed 3. The league by statute is authorized to submit up to 5 bill draft request (BDR) per session; 4 BDR's were submitted this session with 1 being withdrawn. Wes stated that 2 of the remaining 3 passed into law. One bill allowed incorporated cities to install or maintain ADA compliant ramps on public right of ways by eliminating the need to contact multiple owners and gaining their permission. The other bill clarified the contribution to PERS on behalf of a member of the General Improvement District and that it does not count against statutory cap on compensation. Wes stated that each session of the legislature is unique and this one was no different. The majority leader of the senate resigned suddenly, one member died and this session saw a female majority. Wes stated that the prevailing wage returned to 2015 levels of $100,000.00 for projects. The percentage of ending fund balance which is exempt from being considered in collective bargaining agreements went from 25% to 16%. Wes stated that the Labor Commission will provide 4 prevailing wages; one would be for Clark County, one for Washoe County, one for the northern rural area of the State and the last for the southern rural area of the State. There were bills that passed that dealt with electric scooters, how public record requests are handled, ethics laws, and all municipal elections will run on the State cycle. Wes reminded everyone of two programs that the league is a sponsor; one is Omnia Partners (former US Communities Government Purchasing Alliance) and the other is Utility Service Partners, Inc. Wes stated that he had recently attended the National League of Cities summer program with the theme being the Summer of Love which the Nevada League of Cities is also going to use for the annual conference in September at Henderson. Wes stated that the next National League of Cities conference is in San Antonio Texas in November.

b. Swearing In of Police Officer Antonio Escarano and Police Officer Rae Hartsell

Judge Brian Boatman swore in Antonio Escarano and Rae Hartsell as Police Officers.

6. CONSENT CALENDAR

a. First Reading and Filing of Ordinance #2019-01; An Ordinance Providing for the Issuance by the City of West Wendover, Nevada, of Its General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues) Series 2019 to Pay in Part the Cost of Refinancing a Water Project; and Providing Other Matters Relating Thereto

Report By City Manager

Review/Comment: City Council

Chris Melville explained that this was a first reading of the ordinance so there is no action at this time. Chris stated that this ordinance is for the General Obligation (GO) water refunding bond for the Johnson Springs Transmission System, which will allow us to refinance the current loan with USDA. Chris stated that this has been previously discussed and a public hearing was held for the item. Chris stated that the second reading and adoption will be held at the July 16th meeting; also around that time the draft agreement with the State Attorney General's Office will be ready. The closing is on schedule to close mid-August.

Mayor Corona read the above entitled ordinance and filed with the clerk.

b. Discussion and Decision to Adopt Resolution #2019-13; A Resolution Repealing Resolution #2010-04 and Approving and Adopting the City of West Wendover May 7, 2019 Water Conservation Plan (For Possible Action)

Report By Public Works Director

Review/Comment/Action: City Council

Raul Naranjo stated that the water conservation plan has been in place for over a decade
and this was an update to that plan.

Council Member Anderson made a motion to adopt Resolution #2019-13; a resolution repealing Resolution #2010-04 and approving and adopting the City of West Wendover May 7, 2019 Water Conservation Plan. The motion was seconded by Council Member Durham and passed unanimously.

7. NEW BUSINESS

a. Discussion and Decision to Award the Bid for Two (2) New Garbage Trucks (Hook Lift Truck and Front Load Truck) and Authorize City Manager to Prepare and Mayor to Execute Any Related Contracts/Documents and Other Matters Appropriately Related Thereto (For Possible Action)

Report By Public Works Director
Review/Comment/Action: City Council

Raul Naranjo stated that the two trucks we are replacing have been in service for a long period of time and they believe it is time to replace them. Raul stated that they thought it was better to replace the trucks than try to maintain them. Raul stated that on June 20th the City received 4 bids with the low bidder being National Environmental Waste Systems. The hook lift truck was bid at $189,500.00 and the front load truck was $275,490.00 for a total of $464,990.00. Financing options were included with the bid from National Environmental Waste Systems. Chris Melville stated that any motion should include the name of the company and the total bid amount.

Council Member Anderson asked what was going to be done with the old trucks. It was stated that they were not sure as they are not worth any monetary value and may be kept as a backup. Mayor Corona asked how much was budgeted for the new trucks. Chris stated that he believed that $500,000.00 was the amount budgeted and the bids came in lower.

Council Member Durham made a motion to award the bid for two (2) new garbage trucks (hook lift truck and front load truck) and authorize the City Manager to prepare and the Mayor to execute any related contracts and/or documents to National Environmental Waste Systems in the amount of $464,990.00. The motion was seconded by Council Member Holm and passed unanimously.

b. Discussion and Decision on Attending the Nevada League of Cities and Municipalities 60th Annual Conference in Henderson Nevada on September 24-26, 2019 and Other Matters Appropriately Related Thereto (For Possible Action)

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

Chris Melville explained that there was money in the budget to send the elected officials and ordinance officers to this event if they wanted to go. Chris stated that he did not think that all would go as it would depend on the final conference schedule. Chris stated that those who need to attend either POWER 1 or 2 should attend.
Council Member Anderson stated that he would not be able to attend the conference. Council Member Holm stated that she would be able to attend the conference. Mayor Corona stated that everyone who can go should as it is important to network and be together. Council Member Durham stated that she would like to attend but it would depend on her schedule and coaching commitments but that she would at least attend a POWER workshop. Council Member Gutierrez stated that he would attend be able to attend the conference. Council Member Flores stated that he would have to check his schedule and see if he would be able to attend.

Council Member Holm made a motion to approve all elected and ordinance officers to attend the Nevada League of Cities and Municipalities 60th Annual Conference in Henderson Nevada on September 24-26, 2019. The motion was seconded by Council Member Anderson and passed unanimously.

8. DEPARTMENT REPORTS

1. Fire Chief

2. Police Chief

Cal Kunz stated that the Department participated in Field Day at the West Wendover Elementary and Middle Schools. The Department held an "Active Shooter" training event which was sponsored by the FBI and conducted at the middle school.

3. City Clerk/Records Officer

Anna Bartlome stated that she is working on business license renewals and will have final numbers next month. There were 3 marriage licenses issued in June bringing the total up to 109.

Mayor Corona asked if we knew the total number of marriage licenses that Elko County issued for the same period. Anna stated that she did not have that information.

4. Chief Financial Officer

Debbie Sanchez stated that even though this was a report for June not all of the revenue was in. The Consolidated Tax was up $122,848.00 this fiscal year compared to last fiscal year. The gaming taxes are down $3,184.00 compared to last year. The motor fuel tax is down compared to prior year which does have to do with the population’s statistics. The room tax is down due casinos no longer paying taxes on comp rooms. Debbie stated that the augmented budget has been sent to the State. Debbie stated that she is working on year end items to prepare for the annual audit. Debbie will be working on the Debt Management Policy and the 4th quarter financials. Debbie attended a Local Government Seminar hosted by HintonBurdick which covered several topics.

Council Member Holm asked if there was a reason why the casinos stopped paying tax on comp rooms. General discussion was had regarding the room tax numbers, payment on comp rooms and the casinos not being required to pay tax on comp rooms.

5. Public Works Director

Raul Naranjo stated that striping of the streets is completed and there had been a couple changes; one to Elko Avenue by removing the bike lane and making it a joint travel lane with
cars and bikes and the other to the exit by Smith's on Wendover Boulevard by removing the solid yellow line. Chris Melville stated the Elko Avenue was originally striped with bike lanes as a part of the school project but some of the residents in that area requested having some of the parking back. When the bike lanes were present there was not enough room for parking on the street also. Raul stated that the irrigation at Leppy Hills was worked on and graffiti was removed on the fence along Highway 93A. The loader for the compost had been in for repairs but it is now back in service; one of the rear axle bearings had gone out. Raul stated that the new dumping fee for the landfill started on July 1st; there had been an increase in traffic for the weeks leading up to the change. Raul stated that one of the treatment basins was drained at the sewer plant due to a couple of leaks along the wall; sealmant was applied and seems to be working fine now.

6. City Manager

Chris Melville stated that the refinancing of the 1998 Water Bond will take place at the July 16th meeting and closing should be in mid-August. Chris stated that the Capital Improvement Policy will be presented at the July 16th meeting. Chris stated that there is progress being made on the Downtown/BLM Property with a Statement of Work draft being provided and reviewed. Chris stated that he was informed that he would receive the final Statement of Work back along with instructions for putting it out to bid sometime this week; transaction maybe finalized in October. Chris has also updated USDA and CDBG on the progress of the BLM with the Downtown property. Chris explained that he had met with the CEO of Deep Roots who explained that the acquisition with Acreage Holdings may not close until early 2020 and they would be submitting their licensing the end of July with the current management team and will update when purchase is complete. The EV Charging Stations are being done by Wells Rural Electric who did make an initial inspection of the location at the Welcome Center and completion should be late fall. Chris explained that developer for Silverado Estates Unit 1 has come back and provided the phasing of the project and infrastructure. Chris stated that we are waiting for a full size set of plans for that phasing along with a cost estimate which will be reviewed by the City Engineer; once completed a performance and improvement guarantee agreement. Mayor Corona asked if there was something the City could do to require a certain number of affordable housing units in a subdivision. Chris stated that the City can do affordable housing were we designate an area but this area has already received subdivision plat approval. Chris stated that Dylan Wirth has been hired to fill the Dispatch position, there is still a Public Works Janitor position open and it will close July 10th. Chris stated that Mike Rebaleati from POOL/PACT had mentioned the online training courses for employees but he was already in the process of getting the laptops needed for those classes. Chris wished everyone a Happy 4th of July holiday.

9. COMMUNICATIONS

Reports by Elected Officials

Council Member Gutierrez congratulated the newly sworn in Officers Escareno and Hartsell. Council Member Gutierrez wished everyone a great 4th of July.

Council Member Flores congratulated the newly sworn in Officers Escareno and Hartsell. Council Member Flores thanked Wes Henderson for his update of the Nevada Legislative session. Council Member Flores thanked the Department Heads for a job well done. Council Member Flores wished everyone a happy and safe 4th of July.
Council Member Holm congratulated the newly sworn in Officers Escareno and Hartsell. Council Member Holm stated that Pet Connection has a couple of volunteers that they will be bringing in to have their background done. Council Member Holm thanked Chief Kunz for the work on the cat room and condos at the animal shelter. Council Member Holm thinks that it is great that the Police Department participates at various activities with the children. Council Member Holm loves the progress with the downtown area. Council Member Holm wished everyone a safe and happy 4th of July. Council Member Holm told everyone to be very careful of the dry conditions as fires can start and spread very easy.

Council Member Anderson congratulated the newly sworn in Officers Escareno and Hartsell. Council Member Anderson thanked everyone who worked on the 4th of July event. Council Member Anderson thanked all the Department Heads for what they do.

Council Member Durham wished everyone a happy 4th of July. Council Member Durham stated that she had attended an ethics class in Elko. Council Member Durham congratulated the newly sworn in Officers Escareno and Hartsell. Council Member Durham congratulated Chief Kunz on a full staff and thanked Raul Naranjo for his work on the water conservation plan. Council Member Durham hopes everyone has a safe 4th of July.

Mayor Corona congratulated the newly sworn in Officers Escareno and Hartsell. Mayor Corona thanked Raul Naranjo for filling in for Bryce Kimber while he is on vacation. Mayor Corona thanked Debbie Sanchez and Chris Melville for all their work; he also thanked Anna Bartlome for her work with the marriage licenses. Mayor Corona stated that he, Council Member Durham and Council Member Holm did a field trip of the airport, museum, salt flats and curvature of the earth today. Mayor Corona stated that the airport has done so much in just the last year in preserving the buildings and have more in the museum. Mayor Corona wished everyone a happy 4th of July.

Council Member Durham stated that Presidential candidate Julian Castro will be in West Wendover on Saturday July 6th from 9 am to 10 am.

Council Member Flores left the meeting at 7:55 p.m.

10. APPROVAL OF THE CLAIMS
   a. Claims for July 2, 2019 (For Possible Action)

Council Member Holm made a motion to approve the claims of July 2, 2019. The motion was seconded by Council Member Durham and passed unanimously (Council Member Flores left the meeting prior to this item).

11. COMMENTS FROM THE GENERAL PUBLIC

None offered or received.

12. NEXT MEETING DATE AND ADJOURNMENT
   a. Motion to: Adjournment (For Possible Action) Adopted
The next meeting date is a regular meeting on July 16, 2019 at 7:00 p.m. in the West Wendover City Hall, Council Chamber #137. Council Member Anderson made a motion to adjourn at 7:57 p.m. The motion was seconded by Council Member Holm and passed unanimously.

ATTEST:

Anna E. Bartlome
City Clerk/Records Officer
Memo

From: Anna Bartlome
To: 

Date: 07/16/2019

Re: Discussion and Decision to Adopt Ordinance #2019-01; An Ordinance Providing for the Issuance by the City of West Wendover, Nevada, of Its General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues) Series 2019 to Pay in Part the Cost of Refinancing a Water Project; and Providing Other Matters Relating 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: 7/11/2019

Re: Agenda – July 16, 2019 – Second Reading and Adoption Ord. 2019-01, Water Bond Refunding w/SRF

Mayor/Council:

This is the Second Reading and Adoption of Ordinance 2019-01, with regard to the GO Water Refunding Bond for the Johnson Springs Transmission System current loan with USDA. As this is the second reading and adoption, it will require the Council action.

As previously advised, we remain on schedule and with the ordinance adoption, closing will be mid-August barring any changes.

As a very positive note, we have received an update to the pricing from Andrew Artusa our Financial Advisor with Zions Public Finance. This pricing will be effective July 19th and the interest rate is significantly lower than the estimate used in starting the refunding process which was at 3.49%. The new loan rate will be 2.181%.

In simple terms this will result in significant savings from the current USDA loan which had a rate of 4.75%. Originally the estimate showed us saving approximately $400,000 over the term (20 years) but as you will see below the new rate pushes that savings up to around $800,000 with a net present value savings to cashflow being over $650,000.
City of West Wendover, Nevada  
General Obligation (Limited Tax) Water Bonds  
(Additionally Secured by Pledged Revenues) Series 2019

Debt Service Comparison

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PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.181%(Bond Yield) 656,760.44

Net Present Value Benefit $656,760.44

Net PV Benefit / $2,220,670 Refunded Principal 29.575%
Net PV Benefit / $2,190,171 Refunding Principal 29.987%

Refunding Bond Information

Refunding Dated Date 8/15/2019
Refunding Delivery Date 8/15/2019
Summary - An ordinance authorizing the issuance by the City of West Wendover, Nevada of its General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues) Series 2019 and providing other matters relating thereto.

ORDINANCE NO. 2019-01

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF WEST WENDOVER, NEVADA, OF ITS GENERAL OBLIGATION (LIMITED TAX) WATER REFUNDING BOND (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2019 TO PAY IN PART THE COST OF REFINANCING A WATER PROJECT; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of West Wendover, in the County of Elko and State of Nevada (the "City," "County" and the "State," respectively), is a political subdivision of the State of Nevada, a body corporate and a city organized and operating as a City; and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "Project Act") and NRS Chapter 350, which includes NRS 350.350 to 350.490, inclusive (the "Water and Sewer Act"), cited in NRS 350.350 as the Water and Sewer Revenue Bond Law, and the Local Government Securities Law, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City is authorized to issue bonds, notes and other obligations and incur liabilities for the purposes of reducing interest rates or effecting other economies, to refund (the "Project") all or a portion of the outstanding City of West Wendover, Nevada, Water Revenue Bond, Series 1998 (the "1998 Bond"); and

WHEREAS, the Council submitted to the Debt Management Commission of Elko County, Nevada (the "Commission") the City's proposal to issue its general obligation (limited tax) water refunding bond (additionally secured by pledged revenues) in the maximum principal amount of $2,200,000; and

WHEREAS, the Commission has heretofore duly approved the Proposal; and

WHEREAS, pursuant to NRS 350.020(3), the City published a notice of its intent to issue a maximum of $2,200,000 of general obligation (limited tax) water refunding bond (additionally secured by pledged revenues), and no petition in conformity with NRS 350.020(3) requesting an election on the bonds was presented to the Council within 90 days after such publication; and

1
WHEREAS, none of the $2,200,000 of the general obligation water refunding bonds contemplated by the Proposal have previously been issued; and

WHEREAS, the Council has determined, and does hereby declare its intention:

1. To effect the Project, and

2. To issue the Bond to defray in part the cost of the Project, pursuant to the Project Act, the Water and Sewer Act and Bond Act; and

WHEREAS, the payment of the principal of and interest on the Bond will be secured by the net revenues of the City's municipal water system (the "System"); and

WHEREAS, the City has previously issued the 1998 Bond, its "City of West Wendover, Nevada, Water Revenue Bond, Series 2000" issued in the original principal amount of $550,000 (the "2000 Bond"), its "City of West Wendover, Nevada, Water Revenue Bond, Series 2009" issued in the original principal amount of $1,766,730 (the "2009 Bond"), and its "City of West Wendover, Nevada, Water Revenue Bond, Series 2015" issued in the original principal amount of $747,000 (the "2015 Bond") and the 1998 Bond, the 2000 Bond, the 2009 Bond and the 2015 Bond are secured by and payable from the Net Revenues (as defined herein) of the System; and

WHEREAS, the City desires to issue the Bonds with a lien on the Net Revenues on a parity with the lien thereon of the 1998 Bond, the 2000 Bond, the 2009 Bond and the 2015 Bond; and

WHEREAS, the City has requested the Administrator of the Division of Environmental Protection of the Department of Conservation and Natural Resources as Administrator of the State of Nevada Account for the Revolving Fund (the "Administrator" and "Revolving Fund," respectively), under NRS 445A.200 to 445A.295, inclusive (the "Project Act"), to make a loan to the City by purchasing the bond authorized herein in the maximum principal amount of $2,200,000; and

WHEREAS, the Board for Financing Water Projects has authorized the Administrator to make a loan to the City from the Revolving Fund to defray the cost of the Project; and

WHEREAS, the City intends to hereby authorize the issuance of its general obligation water refunding bond in the principal amount as set forth in the Loan Contract.
WHEREAS, the Bond Act and the Project Act permit the general obligation water bond to be sold at private sale to the State; and

WHEREAS, after private negotiation pursuant to the Bond Act and the Project Act, the Council has determined to sell its general obligation water bond designated as the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues), Series 2019" (the "Bonds" or the "Bond") to the State for a price equal to the principal amount of the Bond as set forth in the Loan Contract (as defined herein) and otherwise upon the terms provided below and in the Loan Contract; and

WHEREAS, the effective interest rate on the Bond shall not exceed by more than 3% the "Index of Twenty Bonds" which was most recently published in The Bond Buyer before a negotiated offer is accepted for the Bond; and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bond; and

WHEREAS, the Council has determined and does hereby declare that each of the limitations and other conditions to the issuance of the Bond in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST WENDOVER, NEVADA DO ORDAIN:

Section 1. This ordinance shall be known and may be cited as the "2019 Water Refunding Bond Ordinance" (herein the "Ordinance").

Section 2. Definitions. The terms defined in this section, except where the context requires otherwise, shall have the following meanings in this Ordinance:

"Bond" or "Bonds" means the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2019" authorized by this Ordinance.

"2000 Bond" means the City of West Wendover, Nevada, Water Revenue Bond, Series 2000, issued in the original principal amount of $550,000.

"2009 Bond" means the City of West Wendover, Nevada, Water Revenue Bond, Series 2009, issued in the original principal amount of $1,766,730.

"2015 Bond" means the City of West Wendover, Nevada, Water Revenue Bond, Series 2015, issued in the original principal amount of $747,000.

"Bond Act" or "Act" means the Local Government Securities Law, cited as NRS 350.500 through 350.720 and all laws amendatory thereof.

"Bond Fund" means the "2019 Water Refunding Bond Fund" created in Section 28 of this Ordinance.

"Certificate of the Officer" means the certificate executed by the City Manager or the Chief Financial Officer of the City, on or before the date of closing on the Bond.

"City" means the City of West Wendover, Nevada.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation.

"Consulting Engineer" or "Project Engineer" means any qualified registered or licensed professional engineer practicing under the laws of the State of Nevada.

"Cost of the Project" means all or any part designated by the Council for the cost of the Project, or interest therein, which cost, at the option of the Council, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor, or advanced by the Federal Government, or from any other source, with the approval of the Council;

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(c) The costs of premiums on builders' risk insurance and performance bonds, or a reasonably allocable share thereof;
(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses; and

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bonds or other securities relating to the Project of any operation and maintenance expenses appertaining to the Project and of any interest on the Bonds or other securities relating to the Project for any period not exceeding the period estimated by the Council to effect the Project plus one year, of any discount on the Bonds or such other securities, and of any reserves for the payment of the principal of and interest on the Bonds or such other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or such other securities;

(h) The costs of amending any ordinance or other instrument authorizing the issuance of or otherwise appertaining to Outstanding bonds or other securities of the City;

(i) The costs of funding any medium-term obligations, construction loans and other temporary loans of not exceeding ten years appertaining to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(l) The administrative expenses and issuance costs of Bonds and the State Treasurer through the Department of Conservation and Natural Resources;

(g) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council including rebates to the United States under Section 148 of the Tax Code.
"Department" means the State of Nevada Department of Conservation and Natural Resources.

"Federal Government" means the United States, or any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"Fiscal Year" means the twelve months commencing July 1 of any calendar year and ending June 30 of the next succeeding calendar year; but if the Nevada Legislature changes the statutory fiscal year relating to the City, the Fiscal Year shall conform to such modified statutory fiscal year from the time of such notification, if any.

"General Taxes" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Gross Income," "Gross Revenues," "income" or "revenues" means all income and revenue derived by the City from any rates, fees, tolls, connection charges, stand-by charges and charges for availability of the water services furnished by, or the use of, the System as the same may at any time exist to serve customers within or outside the City limits, whether resulting from improvements, extensions, or otherwise.

"Holder," "Owner" or "Registered Owner" means the person in whose name a Bond shall be registered on the records of the City kept for that purpose by the Registrar in accordance with the provisions of this Ordinance.

"Independent Accountant" means any certified public accountant practicing under the laws of the State of Nevada who is independent and not an officer or employee of the municipality.

"Insured Bank" means a bank defined in NRS 350.512 and qualified to accept public deposits under state law which is a member of the Federal Deposit Insurance Corporation.

"Interest Rate" means the interest rate for the Bonds as described in the preambles hereto.

"Net Revenues" means the Gross Revenues less the Operation and Maintenance Expenses.

"NRS" means the Nevada Revised Statutes.
"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining and repairing the System, as defined in NRS 350.542 including legal and overhead expenses of the City directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor, and the cost of materials and supplies for current operation, but excluding any allowance for depreciation, any costs of improvements to the System, any accumulation of reserves for major capital replacements (other than normal repairs) or for the operation, maintenance or repair of the System, any allowance for the redemption of any securities of the City, or any other ground of legal liability not based on contract, in accordance with NRS 350.544.

"Outstanding" when used with reference to the Bonds or any other designated securities payable from Net Revenues and as of any particular date means all of the Bonds in any manner theretofore and thereupon being executed and delivered:

(a)  Except any Bond or other security canceled by the City, the Paying Agent or otherwise on the City's behalf, at or before such date;

(b)  Except any Bond or other security for the payment or the redemption of which moneys at least equal to its Bond Requirements to the date of maturity or to any Redemption Date shall have theretofore been deposited with a Trust Bank in escrow or in trust for that purpose, as provided in Section 45 hereof.

(c)  Except any Bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered.


"Paying Agent" means the office of the City Treasurer located in West Wendover, Nevada.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State or any other body corporate and politic other than the City), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.
"Project Act" means NRS 268.672 through 268.740, inclusive and all laws amendatory thereof.

"Purchaser" means the State of Nevada, acting by and through the Administrator of the Division of Environmental Protection of the Department of Conservation and Natural Resources, as Administrator of the Account for the Revolving Fund to finance and refinance the construction of projects defined in NRS 445A.230.

"Redemption Date" means a date fixed for the prepayment prior to their respective maturities of the Bonds or other designated securities payable from any Net Revenues in any notice of prepayment or otherwise fixed and designated by the City Manager or the City's Chief Financial Officer.

"Redemption Price" means, when used with respect to a Bond or other designated security payable from any Net Revenues, the principal amount thereof plus accrued interest thereon to the Redemption Date plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security's terms.

"Registrar" means the office of the City Treasurer, located in West Wendover, Nevada.

"Revolving Fund" means the Account for the Revolving Fund as defined in NRS 445A.203 to finance the construction of projects as defined in NRS 445A.230 of the State of Nevada created by NRS 445A.255.


"Single Bond" means the single registered, negotiable general obligation (limited tax) water refunding bond issued hereunder in lieu of serial bonds.

"System" means all of the City's municipal water system, and its water facilities and properties now owned or hereafter acquired, whether situated within or without the City boundaries.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bond.

"Trust Bank" means a "commercial bank", as defined herein, which bank is authorized to exercise and is exercising trust powers, and also means any branch of Federal Reserve Bank.
"Water and Sewer Act" means NRS 350.350 through 350.490, inclusive, and all laws amendatory thereof.

Section 3. Authority for This Ordinance. This Ordinance is adopted pursuant to the Project Act, the Water and Sewer Act and the Bond Act.

Section 4. Life of the Project. The Council has determined and does hereby declare that the estimated life or estimated period of usefulness of the improvements to the System is not less than 40 years from the date of the 1998 Bond; and the Bonds shall mature at such times not exceeding such estimated life or estimated period of usefulness of the System.

Section 5. Sale of Bonds and Approval of Loan Contract. The sale of the Bonds to the State on the terms provided herein and in accordance with the loan contract between the Department and the City, to be executed by the City Manager on behalf of the City (the "Loan Contract") is hereby approved. The form, terms and provisions of the Loan Contract substantially in the form as is currently on file with the City Chief Financial Officer, ex officio City Treasurer, with such amendments agreed to by the City Manager or the Chief Financial Officer of the City, and the execution by the City Manager shall be conclusive evidence of such agreement, not inconsistent with the provisions of this Ordinance is hereby ratified, approved and confirmed.

Section 6. Ratification. All consistent action taken previously by the Council and the City officers directed toward the Project and toward the issuance of the Bond for that purpose is ratified, approved and confirmed.

Section 7. Authorization of Project. The Council hereby authorizes the Project.

Section 8. Necessity of Project and Bonds. It is necessary and in the best interests of the City and its inhabitants that the City effect the Project and defray in part the cost thereof by issuing the Bonds therefor.

Section 9. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bond.

Section 10. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Outstanding Bonds, all of which, regardless of the
time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

Section 11. **General Obligations.** The Bonds, as to the principal thereof, the interest thereon and any prior redemption premiums due in connection therewith (the "Bond Requirements"), shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment. So far as possible, Bond Requirements shall be paid from Net Revenues of the System of which the Project is a part. However, the Bond as to all Bond Requirements shall also be payable from the General Taxes (except to the extent that other moneys such as Net Revenues are available therefor) as herein provided.

Section 12. **Limitations Upon Security.** The payment of the Bond is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bond. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bond.

Section 13. **No Recourse Against Officers and Agents.** No recourse shall be had for the payment of the Bond Requirements of the Bond or for any claim based thereon or otherwise upon this Ordinance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

Section 14. **Authorization of Bonds.** For the purpose of providing funds to pay all or a portion of the Cost of the Project, the City shall issue the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues) Series 2019" in the maximum aggregate principal amount of $2,200,000. The Bond shall be in the form substantially as set forth in Section 23 hereof.

Section 15. **Bond Details.**

A. The Bond shall be issued in fully registered form, i.e., registered as to both principal and interest, in compliance with Section 149 of the Tax Code, and the regulations of the Secretary of the Treasury thereunder. The Bond shall be dated initially as of the date of delivery thereof to the State, and shall be issued as a single bond in the maximum principal amount set
forth in the Loan Contract for the Bond. The Bond shall bear interest (calculated on the basis of a 360 day year of twelve 30 day months) on the unpaid principal amount advanced from the date or dates of each advance until its maturity date (or, if redeemed prior to maturity as provided below, its redemption date) at the rate set forth in the Loan Contract for the Bond and payable semiannually on January 1 and July 1 of each year commencing on January 1 or July 1 immediately succeeding the date of the first principal advance made to the City under the Loan Contract until maturity; provided that if the Bond is reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Bond. The Bond shall mature serially on January 1 and July 1 as set forth in the Loan Contract. The amount of principal and interest payments shall be substantially in the amounts set forth in the Loan Contract which shall amortize the Outstanding Bond Requirements of the Bond in the amounts set forth in the Loan Contract for the Bond.

B. The principal of the Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Paying Agent. If any installment of principal or any accrued interest shall not be paid on or ten days after maturity or the interest payment date, as applicable, interest shall continue to accrue at the applicable interest rate until the principal or unpaid accrued interest thereof is paid in full, plus a penalty in the amount of one-tenth of one percent (0.1%) will be due for each day of nonpayment commencing 10 days after the maturity date for the principal installment and 10 days after the interest payment date for unpaid accrued interest. Payment of interest on the Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the fifteenth day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at such owner's address, as shown on the
registration records of the Registrar as of the close of business on a date fixed to determine the
names and addresses of owners for the purpose of paying defaulted interest (the "Special Record
Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become
available for payment of the defaulted interest, and notice of the Special Record Date shall be
given to the owners of the Bond not less than ten days prior thereto by electronic or first-class
mail to each such owner as shown on the Registrar's registration records as of a date selected by
the Registrar, stating the date of the Special Record Date and the date fixed for the payment of
such defaulted interest.

C. The Paying Agent may make payments of interest on any Bond by such
alternative means as may be mutually agreed to between the owner of such Bond and the Paying
Agent. So long as the State is the registered owner of the Bond, payments shall be made by
electronic transfer in immediately available funds. So long as the State is the registered owner,
such payment shall be made by depositing with the State Treasurer, not later than the principal or
interest payment date, the amount coming due on the Bond on such date, or if such payment date
is not a business day, on or before the next succeeding business day, immediately available funds
in an amount sufficient to make the payment then due. The final installment of principal on the
Bond whether at maturity or prior redemption (if the State consents to such prior redemption),
shall be made only on presentation and surrender of the Bond at the office of the Paying Agent.
All such payments shall be made in lawful money of the United States of America without
deduction for any service charges of the Paying Agent or Registrar.

Section 16. Prepayment Option.
A. Optional Prepayment. Installments of principal on the Bond shall be
subject to prepayment prior to maturity, at the option of the City, in whole or in part on any
January 1 or July 1 from any installments of principal selected by the City, at a price equal to the
principal amount of the Bond, or portion thereof, so prepaid, and the accrued interest thereon to
the Redemption Date; provided that (i) the State Treasurer consents in writing to such
prepayment or (ii) a change in use of the facilities financed by the Bond occurs which change in
use necessitates remedial action under Treas. Reg. Section 1.141-12 in order to comply with the
covenant in Section 42(C) hereof.

B. Partial Prepayment. In the case of a partial prepayment of the Bond
pursuant to subsection (A) hereof, the Paying Agent shall select the portions of installments of
the Bond to be prepaid by lot at such time as directed by the City Manager or Chief Financial Officer of the City (but at least 30 days prior to the prepayment date), and if such selection is more than 60 days before a Redemption Date, shall direct the Registrar to appropriately identify the principal installments of the Bond so called for prepayment by stamping them at the time the Bond or installments of principal thereof so selected for prepayment is presented to the Registrar for stamping or for exchange, or by such other method of identification as is deemed adequate by the Registrar, and any installments of the Bond issued in exchange for, or to replace, the Bond so called for prepayment shall likewise be stamped or otherwise identified.

C. Notice of Prepayment. Unless waived by the owner of the Bond or installments of principal to be prepaid, official notice of any such prepayment shall be given by the Registrar by mailing a copy of an official prepayment notice electronically or by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for prepayment to the registered owner of the Bond or any installment of principal to be prepaid at the address shown on the Bond register. Actual receipt of mailed notice by the owner of the Bond shall not be a condition precedent to prepayment of such Bond or any installment of principal. Failure to give such notice to the registered owner of the Bond, or any defect therein, shall not affect the validity of the proceedings for the prepayment of any other installment of principal of the Bond. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of prepayment shall be dated and shall state:

1. The Redemption Date,
2. The Redemption Prices,
3. If less than all Outstanding installments of principal due on the Bond are to be prepaid, the identification (and, in the case of partial prepayment, the respective principal amounts) of the installments of principal on the Bond to be prepaid,
4. That on the Redemption Date the Redemption Price will become due and payable upon each such installments of principal to be prepaid or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and
5. The place where such Bond is to be surrendered for payment of the Redemption Price, which place of payment shall be the office of the Paying Agent (accrued
interest to the prepayment date being payable by mail or as otherwise provided in this Ordinance).

Prior to or on any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all installments of principal on the Bond or portions thereof which are to be prepaid on that date.

Official notice of prepayment having been given as aforesaid, the Bond or installments thereof so to be prepaid shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Bond or installments thereof shall cease to bear interest. Upon surrender of such Bond for prepayment in accordance with said notice, such Bond shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial prepayment of the Bond, there shall be prepared for the registered owner a new Bond of the same maturity in the amount of the unpaid principal. All installments of principal on the Bond or the Bond which have been prepaid shall be noted on the prepayment panel appended to the Bond.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bond so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bond called for redemption in the same manner as the original redemption notice was mailed.

Section 17. Compliance with Federal and State Laws. The City agrees that it will, at all times that the Bond is Outstanding, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations and requirements. The City covenants that it will comply with the requirements of the Safe Drinking Water Act and 40 CFR Part 31 and comply with, implement and fulfill all environmental mitigation measures committed to by the City as a part of its request to the Administrator for financing from the Revolving Fund.

Section 18. Negotiability. The Bond shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each
Registered Owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code-Investment Securities.

Section 19. Registration as to Principal and Interest. Before the Bond is delivered, it must be registered for payment as to both principal and interest.

Section 20. Registration, Transfer and Exchange of Bonds. The Bond or Bonds shall be subject to the following provisions relating to their registration, transfer and exchange:

A. Records for the registration of the Bond shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner of such owner's attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 15 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be levied in the case of an exchange resulting from an optional prior redemption of a Bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business five (5) days before the date of mailing by the Registrar of a notice of prior redemption of the Bond and ending at the close of business on the date of such mailing or (ii) any Bond after the mailing of notice calling such Bond, or any portion thereof, for redemption as herein provided.

C. The person in whose name any Bond shall be registered, on the registration books kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 15 hereof with respect to interest payments); and payment of or on account
of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council.

Section 21. Execution and Authentication.

A. Prior to the execution of any Bond by facsimile signature, and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Chief Financial Officer, ex officio City Treasurer (the "Treasurer") and the City Clerk (the "Clerk") shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bond shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By authenticating the Bond initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.
D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bond as herein provided.

Section 22. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before delivery any or all of the persons who executed such Bond or Bonds shall have ceased to fill their respective offices. The Mayor, the Treasurer, and the Clerk at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

Section 23. Incontestable Recital. Pursuant to NRS 350.628, the Bond shall contain a recital that it is issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bond and the regularity of its issuance.

Section 24. State Tax Exemption. Pursuant to NRS 350.710, the Bond, its transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

Section 25. Use of Single Bond. The Bond shall be initially evidenced by a single registered Bond in the maximum principal amount set forth in the Loan Contract for the Bond, numbered R-1, which Bond shall be manually signed and executed in the name of and on behalf of the City by the Mayor, countersigned and manually subscribed by the City Treasurer, with the seal of the City affixed thereto and attested and manually signed by the City Clerk. The principal installments and interest on the Bond shall be paid by check, draft or warrant made to the order of the registered owner of the Bond and mailed to the address of the registered owner shown on the Bond registration records of the Registrar on or before such payment date, or if such payment date is not a business day, on or before the next succeeding business day. So long as the State is the registered owner, such payment shall be made by depositing with the State Treasurer by electronic transfer, on or before the payment date, or if such payment date is not a business day, on or before the next succeeding business day, immediately available funds in an amount sufficient to make the payment then due. The final installment of principal on the Bond shall be made only upon surrender of the Bond at the office of the Paying Agent. The Bond shall
mature in installments of principal and bear interest substantially as provided in Sections 14 through 16 hereof. If a portion of principal of the Bond is called for prepayment, no payment of the principal or Redemption Price of or interest on the Bond, due on or after the date fixed for prepayment shall be made unless the Bond is presented to the Paying Agent and notation of the installments of principal so called for prepayment is made on such Bond. The Bond must be registered in the name of its owner and may be assigned by the registered owner in the manner and with the effect set forth in the provisions for registration contained in the form thereof hereinafter set forth.

The Treasurer shall act as Registrar and Paying Agent and shall maintain at such officer's office registration records for the Bond showing the name and address of the registered owner, the amounts and dates of any principal prepayments on the Bond and the dates of any transfers of the Bond.

Section 26. Form of Bond. The Bond shall be in substantially the following form to be completed with necessary or appropriate variations, insertions, omissions, or endorsements consistent with the provisions of this Ordinance:
(Form of Bond)

CITY OF WEST WENDOVER, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
WATER REFUNDING BOND
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2019

No. R-1

Maximum Principal Amount: $__________

Loan Contract #DW_____

The City of West Wendover in the State of Nevada (the "City" and the "State", respectively) for value received hereby acknowledges itself to be indebted and promises to pay to the State of Nevada, c/o the State Treasurer, for deposit to the Account for the Revolving Fund (the "Revolving Fund"), the maximum principal sum of

$_________________________ and No/100-----Dollars ($____________)

or such lesser amount as shall represent the aggregate principal amount advanced under the Loan Contract (the "Loan Contract") between the City and the State of Nevada acting by and through the Department of Conservation and Natural Resources, Division of Environmental Protection in installments of principal in the amounts and years listed in the ordinance duly adopted by the City Council (the "Council") of the City on ______, 2019 (the "Ordinance") and the Loan Contract (unless prepaid as provided herein and noted on the Prepayment Panel appended hereto) in lawful money of the United States of America, together with interest on the unpaid installments of principal from the date or dates of each advance until payment of such installments of principal shall have been discharged as provided in the Ordinance, said interest being payable on January 1 and July 1 of each year commencing on the January 1 or July 1 immediately succeeding the date of the first principal advance made to the City under the Loan Contract, and said installments of principal bearing interest at the rate of ________% per annum, and being payable on January 1 and July 1 of the years and in the amounts and at the times designated in the Ordinance and the Loan Contract.

The principal of and interest on this Bond (the "Bond Requirements") are payable by check, draft or warrant made to the order of the registered owner hereof and mailed by the City Treasurer or any successor thereto as paying agent for this Bond (the "Paying Agent") to the address shown for the registered owner on the registration records of the City Treasurer or any successor thereto as registrar for the Bond (the "Registrar"). If the State is the registered owner.
hereof, payment of the Bond Requirements shall be made by depositing with the State Treasurer, on or before any principal or interest payment date or prior redemption date, the amount coming due on such payment date, by electronic transfer in immediately available funds. So long as the State is the registered owner, payment of the Bond Requirements shall be made by depositing with the State Treasurer, on or before any principal or interest payment date or prior redemption date, the amount coming due on such payment date by electronic transfer in immediately available funds. If any payment date is not a business day, payment may be made on or before the next succeeding business day. If any installment of principal or any accrued interest shall not be paid on or ten days after maturity or the interest payment date, as applicable, interest shall continue to accrue at the applicable interest rate until the principal or unpaid accrued interest thereof is paid in full, plus a penalty in the amount of one-tenth of one percent (0.1%) will be due for each day of nonpayment commencing 10 days after the maturity date for the principal installment and 10 days after the interest payment date for unpaid accrued interest. The final installment of principal on this Bond is payable only on presentation and surrender of this Bond at the office of the Paying Agent.

This single bond is a duly authorized bond of the City (the "Bond") to reduce interest rates or effect other economies, to refund (the "Project") all or a portion of the outstanding City of West Wendover, Nevada, Water Revenue Bond, Series 1998 under the authority of and in full compliance with the constitution and laws of the State.

This Bond is issued pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof designated in NRS 350.500 thereof as the Local Government Securities Law (the "Bond Act"); pursuant to NRS 350.011 to 350.0165, inclusive; pursuant to NRS 350.020(3); pursuant to NRS 268.672 through 268.740, inclusive, pursuant to NRS 445A.200 to 445A.295, inclusive (the "SRF Act"); and pursuant to NRS Chapter 348; pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bond and the regularity of its issuance; and pursuant to NRS 350.710, the Bond, its transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers pursuant to the provisions of Chapter 375B of NRS.

20
Installments of principal of the Bond are subject to prepayment as provided in the Ordinance. Prepayment shall be made on not less than 30 days prior notice in the manner and upon the conditions provided in the Ordinance. If a prepayment is made on this Bond as specified in the Ordinance, interest shall cease to accrue on the amount prepaid from and after the date fixed for prepayment. If a portion of the principal of this Bond is called for prepayment, no payment of the principal of and interest due in connection with this Bond due on and after the prepayment date shall be made unless this Bond is presented to the Paying Agent and notation of the installments of principal so called for prepayment is made on the Prepayment Panel appended hereto.

It is hereby certified and recited that all of the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State; that provision has been made for the levy and collection of general (ad valorem) taxes ("General Taxes") against all taxable property within the City sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent that other revenues are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements of this Bond according to its terms.

Payment of the principal of and interest on this Bond is additionally secured by a pledge of the net revenues (herein called the "Net Revenues") derived by the City from the operation and use of, and otherwise pertaining to, the water system of the City (the "System") after provision is made for the payment of all necessary and reasonable expenses of maintenance and operation of the System, which Net Revenues are so pledged as more specifically provided in the Ordinance.

This Bond is equally and ratably secured by such pledge of the Net Revenues, and such pledge constitutes an irrevocable lien (but not an exclusive lien) upon the Net Revenues, on a parity with the lien on the Net Revenues of the City's Outstanding Parity Lien Bonds (as such terms are defined in the Ordinance). Additional securities may be issued and made payable from the Net Revenues of the System and having a lien thereon subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Ordinance.
Reference is made to the Ordinance and to the Bond Act for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owner of this Bond with respect thereto, the terms and conditions upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the City, and other rights and remedies of the owner of this Bond.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be amended or otherwise modified by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of Net Revenues under the Ordinance may be discharged at or prior to the respective maturities or prepayment of the Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

This Bond shall not be entitled to any benefits under the Ordinance, or be valid or obligatory for any purpose until the registration panel hereon shall have been manually signed on behalf of the Registrar.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or any other instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.
IN WITNESS WHEREOF, the City of West Wendover, Nevada, has caused this Bond to be executed in its name by the manual signature of its Mayor, to be countersigned by the manual signature of its Treasurer, and attested by the manual signature of its City Clerk and has caused the seal of the City to be reproduced hereon, all as of the __ day of ____, 2019, i.e., the date of delivery of this Bond.

CITY OF WEST WENDOVER, NEVADA

__________________________
(Mayor)

Countersigned:

(SEAL)

__________________________
(City Treasurer)

Attest:

__________________________
(City Clerk)

(End of Form of Bond)
AUTHENTICATION AND MANDATORY REGISTRATION FOR PAYMENT
AS TO PRINCIPAL AND INTEREST

The within Bond is registered in the office of the Treasurer of the City of West Wendover, Nevada, as Registrar in the name of the last owner listed below, and the principal amount of the bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Ordinance.

<table>
<thead>
<tr>
<th>Date of Authentication and Registration</th>
<th>Name of Owner</th>
<th>Address of Owner</th>
<th>Signature of Registrar</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/10/2023</td>
<td>State Treasurer</td>
<td>101 North Carson #4 Caron City, Nevada 89701</td>
<td></td>
</tr>
</tbody>
</table>

(End of Form of Registration and Authentication Panel)
CITY OF WEST WENDOVER, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
WATER REFUNDING BOND
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2019
Maximum Principal Amount of $2,200,000
Loan Contract #_____

**PRINCIPAL ADVANCE PANEL**

<table>
<thead>
<tr>
<th>Amount of Principal Advanced</th>
<th>Date of Advance</th>
<th>Signature of City Treasurer</th>
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(End of Form of Principal Advance Panel)
(Form of Principal Prepayment Panel on Bond)

**CITY OF WEST WENDOVER, NEVADA**
**GENERAL OBLIGATION (LIMITED TAX)**
**WATER REFUNDING BOND**
**(ADDITIONALLY SECURED BY PLEDGED REVENUES)**
**SERIES 2019**

MAXIMUM PRINCIPAL AMOUNT: $2,200,000
LOAN CONTRACT NO.: __________

**PREPAYMENT PANEL**

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City of West Wendover, Nevada, in accordance with the terms of the within-mentioned Ordinance.

<table>
<thead>
<tr>
<th>Date of Prepayment</th>
<th>Due Date of Installments (or portions thereof)</th>
<th>Prepaid Principal Amount Prepaid</th>
<th>Signature of Paying Agent</th>
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</table>

(End of Form of Principal Prepayment Panel)
Section 27. Delivery of the Bond; Deposit of Proceeds. When the Bond has been duly executed, the Treasurer shall deliver it to the State upon receipt of the agreed purchase price, as stated in the Loan Contract for the Bond necessary to refund all or a portion of the 1998 Bond as designated in the Certificate of the Officer, and shall authenticate and register it in the name of the State on the Bond registration records of the Registrar and make notation of such registration on the registration panel appended to the Bond. The Treasurer shall cause the proceeds received from the sale of the Bond to be deposited into a special account hereby created and designated as the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2019, Refunding Account" (the "Refunding Account") to be held by the Treasurer, together with other available moneys of the City, if any, in an amount sufficient to redeem the 1998 Bond on the redemption date designated in the Certificate of the Officer.

The Refunding Account shall be maintained in an amount at the time of the initial deposits therein and at all times subsequently at least sufficient, to pay the Costs of the Project. Moneys shall be withdrawn by the Treasurer from the Refunding Account in sufficient amounts and at such times to permit the payment without default of principal of and interest due in connection with the 1998 Bond through and including the redemption date thereof. Any moneys remaining in the Refunding Account derived from the proceeds of the Bond after provision shall have been made for the redemption in full of the 1998 Bond shall be applied to any lawful purpose of the City, including the costs of issuance of the Bond, as the City Manager or Chief Financial Officer of the City may hereafter determine.

If for any reason the amount in the Refunding Account shall at any time be insufficient for the purpose of this Section, the City shall forthwith from the first moneys available therefor in the Income Fund deposit in such account such additional moneys as shall be necessary to permit the payment in full of the Costs of the Project.

The City has elected and does hereby declare its intent to redeem and defease all or a portion of the 1998 Bond and call the 1998 Bond for redemption on the date designated in the Certificate of the Officer. If designated in the Certificate of the Officer, the City hereby authorizes and instructs the Paying Agent to effectuate the giving of the conditional notice of redemption and defeasance of the 1998 Bond in the name and on behalf of the City.
conditional notice of redemption and defeasance of the 1998 Bond shall be given as soon as practicable in the manner provided in the ordinance authorizing the issuance of the 1998 Bond.

Section 28. Completion of the Project. The City, with the proceeds derived from the sale of the Bond, shall proceed to complete the Project with due diligence.

Section 29. Use of Investment Gain. Pursuant to NRS 350.658, and except as may otherwise be required herein, any gain from any investment and any reinvestment of any proceeds of the Bond shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Bond Fund hereinafter created for the respective payment of the principal of or interest on the Bonds or any combination thereof. As provided herein, the annual General Taxes for the payment of the principal of or interest on the Bond levied after such deposits of any such investment or reinvestment gain may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

Section 30. Prevention of Bond Default. Subject to the provisions of this Ordinance, the Treasurer shall use any Bond proceeds credited to the Bond Fund, without further order or warrant, to pay the Bond Requirements of the Bond as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Council of any such use.

Section 31. Purchaser Not Responsible. The validity of the Bond shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. Neither the State, nor any subsequent owner of the Bond shall in any manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bond or of any other moneys referred to in this Ordinance.

Section 32. General Tax Levies. So far as possible, the Bond Requirements of the Bond shall be paid from Net Revenues of the System. However, pursuant to NRS 350.596, at any time when there are not on hand from such tax levy or levies sufficient funds on deposit in the Bond Fund to pay, when due the principal of and interest on the Bond, the Bond Requirements shall be paid out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes.
the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created two separate accounts designated as the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues), Series 2019, Interest Account" (the "Interest Account") and the "City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues), Series 2019, Principal Account" (the "Principal Account") (collectively, the "Bond Fund"). Pursuant to NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bond and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bond becoming due after such initial installment, and to pay and retire the Bond as it thereafter becomes due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bond, subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

Section 33. **Priorities for the Bond.** As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any Fiscal Year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including
interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

Section 34. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bond shall be kept in the Principal Account and in the Interest Account, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

Section 35. Use of General Fund. Any sums becoming due on the Bond at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

Section 36. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes but including Net Revenues) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, fall due, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

Section 37. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bond and the interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bond as hereinbefore specified.

Section 38. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of
such principal of and interest on the Bond; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements of the Bond have been wholly paid.

Section 39. **Pledge Securing Bonds; Priority of Lien.** The Net Revenues and all moneys and securities paid or to be paid to or held or to be held in any account pursuant to this Ordinance, **excluding**, however, those funds held in the Rebate Fund as defined herein, are hereby pledged to secure the payment of the Bond Requirements of the Bonds; and this pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the City and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City, except for any Outstanding securities previously or hereafter authorized, the liens of which on the Net Revenues are or on a parity with the lien thereon of the Bonds, including the Parity Lien Bonds; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

All Outstanding and future Parity Lien Bonds, i.e., a bond or note payable solely from Net Revenues, shall have priority with respect to payment out of the Net Revenues of the System which is on a parity with or subordinate to the lien thereon of the Bond and the Parity Lien Bonds. The Bond and the Parity Lien Bonds are not entitled to any priority one over the other in the application of the Net Revenues.

Section 40. **Income Fund.** A special account is hereby created and shall be known as the "City of West Wendover General Obligation Water Refunding Bond Gross Revenue Fund," herein sometimes designated as the "Income Fund."

Section 41. **Administration of Income Fund.** The following payments shall be made from the Income Fund:

A. **Operation and Maintenance Expenses.** First, there shall be set aside each month such reasonable percentage of the Income Fund as the Council shall determine to be reasonable and necessary for the proper operation and maintenance of the System. Any surplus
remaining at the end of the Fiscal Year and not used for Operation and Maintenance Expenses shall be transferred back to the Income Fund.

B. **Bond Fund Payments.** Second, from any moneys remaining in the Income Fund there shall be deposited into a separate account hereby created to be known as the "2019 General Obligation Water Refunding Bond Fund" (herein "Bond Fund") monthly, commencing on or before the day before each payment date and every month thereafter until the Bond is paid in full, an amount sufficient, together with any available moneys therein, to pay the next maturing installment of principal and interest on the outstanding Bond until the maturity or prior redemption in full of the Bond. The Bond Fund is hereby pledged to the repayment of the principal of and interest on the Bond.

C. **Termination of Deposits.** Payment need not be made into the Bond Fund or the Reserve Fund if the total amount in both funds at least equals the principal and interest requirements of the then outstanding Bond to maturity. In that case such an amount equal to such principal and interest requirements shall be set aside for that purpose and all other moneys may be used in any lawful manner.

D. **Payment for Additional Obligations.** After making the above payments, any balance in the Income Fund may be used for the payment of principal and interest on additional subordinate bonds including reasonable reserves therefor. The lien of additional bonds on the Net Revenues shall be on a parity with, or subordinate to, the lien and pledge of the Bond. Any payments to bond funds and reserve funds with respect to Parity Lien Bonds shall be made concurrently with payments to the Bond Fund required by this section.

E. **Use of Surplus Revenues.** After making the above payments, the remaining Net Revenues, if any, may be applied to any other lawful purpose or purposes authorized by the Constitution and Laws of the State as the Council may direct.

Section 42. **General Administration of Funds.** The funds and accounts hereof shall be administered as follows:

A. **Places and Times of Deposits.** The above accounts and funds shall be separately maintained and deposited in one or more bank accounts in an Insured Bank or Banks. Each account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any other purpose. Amounts in the account exceeding the applicable federal deposit insurance coverage shall be secured by the Insured Bank in advance in
accordance with U.S. Treasury rules and regulations governing the deposit of government moneys. Payments shall be made into the proper account on the first day of the month or year, as the case may be, except that when the first day shall be a Sunday or legal holiday, the payment shall be made on the preceding calendar day which is not also a Sunday or legal holiday. At least one day prior to any principal and interest payment date, moneys sufficient to pay interest and principal due on such payment date shall be credited at the Paying Agent. Nothing in this Ordinance shall prevent the Council from establishing one bank account for any of the funds and accounts required by this Ordinance.

B. **Investment of Money.** Any moneys in any fund or account designated in Sections 27, 40 and 41 of this Ordinance may be invested or reinvested by the City in such obligations as may be permitted by the Constitution and laws of the State of Nevada, and applicable federal statutes and regulations.

C. **Tax Covenant.** The City covenants for the benefit of the Owners of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full of the Bond until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 43. **Prior Lien Bonds.** The Bond constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Net Revenues on a parity with the lien on the Net Revenues of the 1998 Bond, the 2000 Bond, the 2009 Bond, the 2015 Bond and any Parity Lien Bonds hereafter issued, and, other than the 1998 Bond, the 2000 Bond, the 2009 Bond and the 2015 Bond there are no outstanding bonds with a lien on the Net Revenues on a parity or superior to the lien thereon of the Bond.
Section 44. Additional Bonds.

A. Earnings Test. This Ordinance shall not prevent the issuance of additional Parity Lien Bonds payable from and constituting a lien upon the Net Revenues on a parity with the lien of the Bond. Before any such additional Parity Lien Bonds are issued it must be determined that:

1. The City is not, and has not been in default as to any payments required to be made in Section 41 during the Fiscal Year immediately preceding the issuance of such additional Parity Lien Bonds, or if the Bond has not been outstanding for a full Fiscal Year, then for the longest period of time the Bond has been outstanding; and

2. The annual Net Revenues derived from the operation of the System for the Fiscal Year immediately preceding the date of the ordinance authorizing the issuance of any such Parity Lien Bonds shall have been sufficient to pay an amount representing 100% of the average annual principal and interest requirements on all bonds then outstanding and constituting a lien upon Net Revenues and the Parity Lien Bonds proposed to be issued (excluding reserves). As used in this section "average annual principal and interest requirements" shall be the total principal and interest coming due on the then outstanding Parity Lien Bonds and the proposed Parity Lien Bonds during the period extending from the date of the proposed Parity Lien Bonds to the final principal payment date of the then outstanding Parity Lien Bonds or the proposed Parity Lien Bonds, whichever is longer, divided by the number of years (including any fraction thereof) computed from the date of the proposed Parity Lien Bonds to the last principal payment date of the then outstanding Parity Lien Bonds, or the proposed Parity Lien Bonds, whichever is longer.

The foregoing limitations upon the issuance of additional Parity Lien Bonds shall not apply in the case of the issuance of additional Parity Lien Bonds necessary to complete the Project in accordance with the original plans and specifications therefor as prepared and filed by the Consulting Engineer and upon certificates by such Consulting Engineer that such Parity Lien Bonds are required for such Project. Such certificates shall conclusively determine the right of the City to issue such Parity Lien Bonds.

B. Certification or Opinion of Revenues. A written certificate or opinion by the Treasurer or an Independent Accountant that the earnings test set forth in Section 44(A) has been met shall conclusively determine the right of the City to issue additional Parity Lien Bonds.
The Treasurer or an Independent Accountant may utilize the results of any annual audit to the extent it covers the applicable period and may conclusively rely on a Consulting Engineer's Certificate for the amount of any adjustment required under Paragraph C of this section. In the event that an annual audit covering the applicable period is unavailable, the Treasurer may utilize unaudited information covering the applicable period in making such written certification.

C. Consideration of Additional Expenses. In determining whether additional Parity Lien Bonds may be issued, the Treasurer or the Independent Accountant shall consider any probable increase (but not reduction) in Operation and Maintenance Expenses. A written certificate by a Consulting Engineer as to the amount of such probable increase may be conclusively relied on by the City and the Treasurer or the Independent Accountant in determining the right of the City to issue additional Parity Lien Bonds.

D. Subordinate Obligations Permitted. The City may issue bonds or other obligations having a lien on Net Revenues subordinate to the lien thereon of the Bonds and any Outstanding Parity Lien Bonds.

E. Superior Obligations Prohibited. The City shall not issue any bond or other obligation having a lien on Net Revenues prior and superior to the lien thereon of the Bonds.

F. Waiver of Earnings Test. The foregoing earnings test described in Section 44(A) may be waived or modified by the written consent of Bondholders representing seventy-five percent (75%) of the then outstanding principal indebtedness on a parity with the proposed Parity Lien Bonds.

Section 45. Defeasance. When all bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged as to the Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a Trust Bank located within or without the State (the "Bank"), an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond for payment. The Federal Securities
shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the owners thereof to assure availability as so needed to meet the schedule. For the purpose of this section, the term "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Bond at the addresses last shown on the registration records for the Bonds maintained by the Registrar.

Section 46. Protective Covenants. The City covenants and agrees with each and every Holder that:

A. Use of Bond Proceeds. The Project shall be undertaken without delay.

B. Payment of Bonds Herein Authorized. The City will make the Bond principal and interest payments at the place, on the dates, and in the manner specified according to the true intent and meaning thereof.

C. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, possible delinquencies, proper allowances for depreciation, contingencies, and the amounts necessary to retire all bonds payable from Net Revenues, and the reserves therefor. There shall be charged against all users, including the State of Nevada and its subdivisions, rates and amounts sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, and 100% of both the principal of and interest on all bonds and other obligations payable from Net Revenues, including reserves. Except as otherwise provided by law, no free service shall be furnished by the System. Any use of the System by the City will be paid for from the City’s general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income.

D. Levy of Charges. Prior to the delivery of the Bond, the City will establish, levy and maintain the rates and charges which are required to meet the provisions of paragraph C of this section. No reduction in any initial water rate schedule may be made unless:

(1) The City has complied with Section 41 for at least two Fiscal Years immediately preceding such reduction.
(2) The audits for the full two Fiscal Years immediately preceding such reduction disclose that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph C of this section.

E. **Efficient Operation.** The City shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service.

F. **Records.** Separate records will be kept showing complete and correct entries of all transactions relating to the System. Before each Fiscal Year the Council will cause an operating budget to be prepared.

G. **Right to Inspect.** Any Registered Owner, or their duly authorized agents, shall have the right at all reasonable times to inspect the System, and all records, accounts and data relating thereto.

H. **Charges and Liens upon System.** The City will pay all taxes and governmental charges lawfully levied in respect of said System when due. The City will comply with all valid requirements of any governmental authority relative to the System. It shall not create or permit to be created any lien or charge upon the System or the revenues except as permitted herein. The City will satisfy all claims and demands within 60 days after the same shall accrue which might by law become a lien upon the System or upon the revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

Section 47. **Events of Default.** It is an "event of default" if:

A. **Nonpayment of Principal.** Payment of any principal of the Bond is not made when due or upon prior redemption.

B. **Nonpayment of Interest.** Payment of interest is not made when due.

C. **Incapable to Perform.** The City is not capable of fulfilling its obligations hereunder.

D. **Default of Any Provision.** The City defaults in the punctual performance of its covenants hereunder for 60 days after written notice shall have been given by the Owners of 25% of the outstanding principal of the Bond.

Section 48. **Remedies on Default.** Upon the happening of any event of default, the Registered Owners or Holders of not less than 25% in principal amount of the outstanding Bond, or a trustee therefor, may protect and enforce the rights of any Bondholder or Owner by...
propos legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief, or requiring the governing body of the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners and holders of Bonds. Any receiver appointed to protect the rights of Bondholders may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of any Registered Owner or Holder to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right and the exercise of any right by any Bondholder or Owner shall not be deemed a waiver of any other right.

Section 49. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Bond. The Owners or Holders of not less than 25% in principal amount of the outstanding Bond after written demand, may proceed to protect and enforce the rights provided by this section.

Section 50. Prior Charge On Revenues. If any commission or authority lawfully prescribes a lower schedule of rates than that contemplated by this Ordinance, then the payment of principal and interest on the Bond, and any Parity Lien Bonds, shall constitute a prior charge on revenues.

Section 51. Bond Discharge. When the Bond has been paid, the pledge and lien and all obligations hereunder shall be discharged and the Bond shall no longer be deemed to be outstanding.

Section 52. Amendment of Ordinance. This Ordinance may be amended, without receipt by the City of any additional consideration, but with the written consent of the Owners of seventy-five percent (75%) of the principal of the Bond then outstanding (not including any portion of the Bond which may be held for the account of the City). This Ordinance may be amended, without receipt by the City of any additional consideration, but with the written consent of the Owners of one hundred percent (100%) of the principal of the Bond then outstanding (not including any portion of the Bond which may be held for the account of the City) for any of the following:

1. An extension of any installment payment of the Bond; or
(2) A reduction in the principal amount or interest rate of the Bond; or
(3) The creation of a lien upon revenue ranking prior to the lien or pledge created by this Ordinance; or
(4) A reduction of the principal amount of the Bond required for consent to such amendatory Ordinance; or
(5) The modification of or otherwise affecting the rights of the Holders of less than all of the outstanding Bond.

Whenever the City proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed within 30 days to the State Treasurer of the Bond, if any, or each registered owner of each registered Bond. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the City Clerk for public inspection.

Section 53. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bond;
B. The execution of such certificates and forms as may be reasonably required by the State, relating, inter alia,

   (1) to the signing of the Bond,
   (2) the tenure and identity of the officials of the Council and of the City,
   (3) to the assessed valuation of the taxable property in and the indebtedness of the City,
   (4) to the rate of taxes levied against the taxable property within the City,
   (5) the exemption of interest on the Bond from federal income taxation,
   (6) the delivery of the Bond and the receipt of the Bond purchase price,
the completeness and accuracy of any information provided to the State in connection with the Bond as of the date of delivery of the Bond, and

if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bond.

C. The completion and execution of the Certificate of the Officer and the completion, execution and delivery of the Loan Contract by the City Manager or the Chief Financial Officer on behalf of the City; and

D. The assembly and dissemination of financial and other information concerning the City and the Bond.

Section 54. Prior Contracts. If any provision herein is inconsistent with any provision in any existing contract pertaining to the City so as to affect prejudicially and materially the rights and privileges thereunder, so long as such contract shall remain viable and in effect such provision therein shall control such inconsistent provision herein and the latter provision shall be subject and subordinate to such provision in such existing contract.

Section 55. Police Power. Nothing in this Ordinance prohibits or otherwise limits or inhibits the reasonable exercise in the future by the State and its governmental bodies of the police powers and powers of taxation inherent in the sovereignty of the State or the exercise by the United States of the powers delegated to it by the Federal Constitution. The City cannot contract away such powers nor limit or inhibit by contract the proper exercise thereof, and this Ordinance does not purport to do so.

Section 56. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and the owner of the Bond and this Ordinance, if the Bond is in fact issued, shall be and shall remain irrepealable until the Bond, as to all Bond Requirements, shall be fully paid, canceled and discharged as herein provided.

Section 57. Implied Repealer. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part hereof, heretofore repealed.

Section 58. Introduction and Publication. When first proposed, this Ordinance must be read to the Council by title and may be referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for
public examination and distribution upon request. Notice of the deposit, together with an adequate summary of the Ordinance, must be published once in a newspaper published in the City and which has a general circulation in the City at least 10 days before the adoption of the ordinance, such publication to be in substantially the following form:
ORDINANCE NO. 2019-01

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF WEST WENDOVER, NEVADA, OF ITS GENERAL OBLIGATION (LIMITED TAX) WATER REFUNDING BOND (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2019 TO PAY IN PART THE COST OF REFINANCING A WATER PROJECT; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled Ordinance have been deposited with the City Clerk of the City of West Wendover and are available for public examination and distribution upon request at the office of the City Clerk of the City of West Wendover, at such officer's office in City Hall, 1111 N. Gene L. Jones Way, West Wendover, Nevada, and that such Ordinance was proposed on July 2, 2019, and will be considered for adoption at a regular meeting of the City Council of the City of West Wendover on July 16, 2019.

The Ordinance authorizes the issuance of the City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond, Series 2019 (the "Bond") in the aggregate principal amount of $2,200,000 in order to reduce interest rates or effect other economies, to refund (the "Project") all or a portion of the outstanding City of West Wendover, Nevada, Water Revenue Bond, Series 1998. The Ordinance sets forth the details of the Bond, including, but not limited to, the maturity date, the interest rate and the terms of prior redemption thereof. The Ordinance provides the terms of registration, transfer and exchange, execution and delivery of the Bond. The Ordinance provides the form of the Bond and the use of the proceeds thereof to refinance the construction of a water project and the costs of issuance of the Bond. The City makes a covenant in the Ordinance with respect to the exclusion of interest on the Bond from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended. The Ordinance provides for the publication of the Ordinance in accordance with Nevada law.

IN WITNESS WHEREOF, the City Council of the City of West Wendover, Nevada, has caused this Ordinance to be published.

DATED this July 3, 2019.

/s/ Anna Bartlome
City Clerk

(End of Form of Publication)
Section 59. **Adoption and Publication.** This Ordinance shall be in effect 20 days after its publication as hereinafter provided, and after this Ordinance is signed by the Mayor and attested by the City Clerk, this Ordinance shall be posted in full in the City Hall and published by title, together with an adequate summary of the Ordinance, together with the names of the council members voting for or against its passage, such publication to be made in a newspaper published and of general circulation in the City, pursuant to the provisions of NRS Section 266.115, such publication to be in substantially the following form:
(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. 2019-01
(of the City of West Wendover, Nevada)

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF WEST WENDOVER, NEVADA, OF ITS GENERAL OBLIGATION (LIMITED TAX) WATER REFUNDING BOND (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2019 TO PAY IN PART THE COST OF REFINANCING A WATER PROJECT; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on July 2, 2019 and was passed and adopted at a meeting held on July 16, 2019, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay:

Those Abstaining:

Those Absent:

The Ordinance authorizes the issuance of the City of West Wendover, Nevada, General Obligation (Limited Tax) Water Refunding Bond, Series 2019 (the "Bond") in the aggregate principal amount of $2,200,000 in order to reduce interest rates or effect other economies, to refund (the "Project") all or a portion of the outstanding City of West Wendover, Nevada, Water Revenue Bond, Series 1998. The Ordinance sets forth the details of the Bond, including, but not limited to, the maturity date, the interest rate and the terms of prior redemption thereof. The Ordinance provides the terms of registration, transfer and exchange, execution and delivery of the Bond. The Ordinance provides the form of the Bond and the use of the proceeds thereof to refinance the construction of a water project and the costs of issuance of the Bond. The City makes a covenant in the Ordinance with respect to the exclusion of interest on the Bond from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended. The Ordinance provides for the publication of the Ordinance in accordance with Nevada law.

This Ordinance shall be in full force and effect from and after August __, 2019 i.e., 20 days after the publication of such Ordinance by its title, together with an adequate summary of the Ordinance.
IN WITNESS WHEREOF, the City Council of the City of West Wendover, Nevada, has caused this Ordinance to be published.

DATED this ____________ day of ______________, 2019.

Attest:  

/s/ Daniel J. Corona____
Mayor

/s/ Anna Bartlome______
City Clerk

(End of Form of Publication)
Section 60. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Proposed on July 2, 2019.
Proposed by ________________________.
Passed on July 16, 2019.

Vote:
Ayes: ________________________

Nays: ________________________

Absent: ________________________

_______________________________________
Mayor
City Council of the
City of West Wendover, Nevada

Attest:

_______________________________________
City Clerk

This Ordinance shall be in full force and effect from and after the _____ day of the month of August of the year 2019 *i.e.*, 20 days after the publication of such Ordinance.
STATE OF NEVADA  )
      ) SS.
CITY OF WEST WENDOVER  )

The undersigned is the qualified and elected City Clerk of the City of West Wendover, Nevada (the "City"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of an ordinance adopted by City Council (the "Council") of the City at meetings held on July 2, 2019 and July 16, 2019. The original of the ordinance has been approved and authenticated by the signatures of the Mayor of the Council and myself as City Clerk and sealed with the seal of the City, and has been recorded in the records of the Council kept for that purpose in my office.

2. The proceedings were duly had and taken as therein shown. The members of the Council indicated in the ordinance were present at the meetings and voted on the ordinance as set forth therein.

3. All members of the Council were given due and proper notice of such meeting.

4. Public notice of such meetings were given and such meetings were held and conducted in full compliance with the provisions of NRS Section 241.02. A copy of the notices of the meetings, attached as Exhibit A and Exhibit B, and excerpts from the agenda for the meeting relating to the ordinance, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at the principal office of the Council, or if there is no principal place, at the building in which the meeting is to be held, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175 and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

   (i) West Wendover City Offices
       West Wendover, NV
   (ii) West Wendover Public Library
        West Wendover, NV
   (iii) Smith's Food and Drug
        West Wendover, NV
   (iv) U.S. Post Office
        West Wendover, NV
5. Prior to 9:00 a.m. at least 3 working days before such meetings, such applicable notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. After the ordinance was adopted, the ordinance was posted in full in the City Hall.

7. A copy of an affidavit evidencing publication of notice of filing of the ordinance is attached hereto as Exhibit C and an affidavit evidencing publication of notice of adoption of the ordinance is attached hereto as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand this July 16, 2019.

_______________________________________
City Clerk
EXHIBIT A

(Attach Copy of Notice of July 2, 2019 Meeting)
EXHIBIT B

(Attach Copy of Notice of July 16, 2019 Meeting)
EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)
EXHIBIT D

(Attach Affidavit of Publication of Adoption of the Ordinance)
Memo

From: Anna Bartlome

To: [Blank]

Date: 07/16/2019

Re: Presentation Regarding the Nevada Community Development Block Grant (CDBG) Program

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: 7/11/2019
Re: Agenda – July 16, 2019 – CDBG Presentation and Program Decision

Mayor/Council: ! Warning! Long Memo Ahead

At the meeting on July 16th I will make a review presentation for you and the public with regard to the Nevada CDBG program.

Along with the presentation I also have an agenda item to which I need you to consider and make a decision with regard to participation in the 2019 program.

Out of the many projects we have in the CIP which you will be reviewing and approving at this meeting, there are several projects listed within the first couple of years that could possibly meet the potential program requirements. After reviewing these projects, I provided them to CDBG staff for their review the end of May. This was so that they could provide direct feedback to me on how they view the projects with regard to meeting program criteria and what support might be expected with the initial application on through final determination by the Advisory Board; again based on program criteria that the State has set forth.

Below are the projects and related descriptions that I ran up the proverbial CDBG flag pole along with their Staff responses which I have summarized and included my own follow up comments.

- **Interoperability Public Safety/Emergency Services.** This project is No. 7 on our CIP. It includes adding a new radio tower to enhance community coverage as well as increased penetration of commercial buildings for radio traffic. The project also includes upgrades and equipment to the Police Dispatch System and public safety vehicles (police and fire) for full integration of GIS mapping and law enforcement and emergency services information from dispatch to police officers and other public safety personnel via wireless networking. The current estimated cost for the project is $575,000. The grant request would be for approximately $300,000. City share would be $275,000.
CDBG Response: Project would be viewed as favorable and would fall under the Health & Safety priority with regard to the program. Other funding source questions are likely to be asked regarding participation besides CDBG and City. I.e. are there other agencies that should be funding this?

- **Acquisition of Aerial Platform Class 1 Fire Engine.** This project is No. 16 on our CIP. It would be for the purchase of an aerial platform class 1 fire engine (ladder truck) to effectively fight fires in structures taller than 1 story and effectively at heights 30 feet or above including evacuations from roofs. The project also enables the city to maintain a lower International Standards Organization (ISO) insurance rating which can lower home owner and commercial fire insurance rates (including of course the rates which LMI persons pay for their insurance). Currently the city does not have such a class 1 aerial platform fire engine. The fire engine would be housed in the new fire station which will be under construction this year. Cost $625,000; grant request would be for approximately $350,000. City share $275,000.

  CDBG Response: Not a good application… a “long shot”. CDBG has moved away from funding such requests under the newer program requirements i.e. economic development. Imlay was the last entity to receive an award for similar and that was many years ago.

- **Animal Services Facility.** This project is No. 18 on our CIP. It would replace the current animal shelter facility with a long-term animal services facility, located on city property, that would facilitate a veterinarian (currently we do not have a local vet), boarding of dogs/cats as well as the potential to offer other pet services such as pet grooming, pet supplies, etc. Currently the city has a services group (WendRover Pet Connection) that it works with to assist with care of dogs/cats and the placement/adoption of the animals. WendRover Pet Connection would continue to enhance its participation with the city with such a new facility that would better service the needs of the community. This project would have a job creation component given the future attraction and placement of a veterinarian and staff as well as animal services business. Cost $675,000, grant request would be for approximately $450,000. City share $225,000.

  CDBG Response: Would need much more detail on how the facility will operate after funding, no project of this type funded previously. Nye County mentioned such a project some years ago but never followed through with an application.

  Me: I think their response showed they were unsure how the grant would be received and we would need to have down pat how this facility will operate long-term to create and maintain jobs. Thus the timing may not be right given recent discussion with WendRover Pet Connection which leads me to believe they are likely a couple of years out on being able to handle this type of facility operationally. I think that component (WendRover as an operator along with a vet) is key in selling this grant application. As a side I have been working with Brenda Claiborne and Council Member Holm on how we might offer a location bonus to a vet to begin local service and in the future possibly locate here. They are still searching for a vet who has interest.

- **Public Park Construction.** This project is No. 19 on our CIP. The city currently own 3 acres of property on the west end of the community along south side of Tibbets Boulevard near the Toana View Apartment complex. The property is for the future development of a city park. The property is located near many residential neighborhoods including two apartment complexes which serve LMI individuals and families as well as many single family residence neighborhoods and one of our larger mobile home
parks. Currently the community has only one park (Robert F. Scobie Park) that is located adjacent the West Wendover Welcome Center near the intersection of Wendover Boulevard and State Highway U.S.93A. This park is on the very east side of the community with the majority or residential neighborhoods being 1.5 miles or more away. Cost $600,000, grant request $350,000. City share $250,000.

CDBG Response: This is a strong project especially if the park is included in planning work.

Me: The reception was strong. The short answer on the planning is that yes, it has been part of our planning docs for some time. I would have a conceptual plan created which would be included as part of the application and would need to coordinate with the WWRD on design and picking up the operation of the park once complete which is what City Code requires.

Of these projects two received what I would consider to be favorable responses. The Interoperability Public Safety/Emergency Services which deals with communications and the Park to be located on the west end of Tibbets Boulevard. With the other two projects, one was dismissed outright and the other received a luke-warm response.

Thus in moving forward with a potential application I would want to focus on the strongest of the projects which was the park or if not, the interoperability public safety communication.

This year CDBG has indicated that they will likely receive a bit more in grant funds then last year which would put total funding likely around $3.5 million. Last cycle the program received 32 initial applications, 21 of which were given approval for final application with a total request of $6.3 million. CDBG awarded $3.3 million or 52% of the applications, which is typical. One of those grants was ours for $525,000 towards the Downtown Infrastructure Project.

The dilemma, as I have discussed with the Mayor, is this:

1. We have the existing and outstanding 2018 grant with CDBG of $525,000 for the Downtown Infrastructure Project which due to the delays we have had with BLM I am now going to have to request an extension of. The current grant ends December 31, 2019 and the extension request will push it to June of 2020. This extension will be a detriment when having the grant reviewed by the Advisory Board for funding as it shows you have not completed a project which has already received funds. And, in the case of this particular grant, we received the most funds of any request in the programs history.

2. The Downtown Infrastructure Project and the new Fire Station Project have not yet started. Thus there is still a lingering question for me in the end of how the costs of the projects will turn out. The BLM land appraisal likely won’t be complete until October for the land purchase and though I believe I have accounted for a reasonable estimate of $1.75 million for the land purchase, it could certainly be off. Additionally, I and the City Engineer can do all the estimating in the world on a project but until they are bid and construction is at least half way or more complete, the final numbers are never clear. Though we do have contingency funds built in to our cost estimates, based on my previous experience with City Hall which the Fire Station would be similar too in regards to scope, there is a possibility where the city might have to put in additional funds for this project or possibly even the Downtown Infrastructure Project to have them completed as we like. Things certainly do “come up” during construction on any project that might require supplemental funds.
3. We have what I see currently as two projects that would be receptive to the CDBG program for application. Either project is going to require a financial commitment when chosen in the next couple of months of at likely $275,000 directly from city funds.

4. The revenue projections for the current budget and future budgets are especially opaque regarding the collection of the fees for the city on gross marijuana sales. These revenues were used in part for the revenue forecasts for the USDA Loans for the Downtown Infrastructure and Fire Station projects. Thus those loans were based on those revenues helping make the new debt service payments. We won’t start seeing any solid revenue numbers from these fees until the first part of 2020 given the Deep Roots facility isn’t planning to open their doors until late in the Fall. Though our other revenue numbers are looking good with regard to C-tax, etc., these marijuana revenues concern me as it looks like they will be heavily relied upon for all types of funding requests based on your previous discussions regarding how those funds might be used in the future.

With the above, I am definitely not comfortable in regard to the contribution we would need to make as part of the application for grant match. Additionally there is another project that is in the CIP that I would like to focus on and unfortunately it is the one that CDBG dismissed flat out; the funding for a Fire Truck/Ladder Truck.

The Ladder Truck has been part of our budget discussions for multiple years now and that discussion has increased now that we will be constructing and completing the new Fire Station which would be able to house such a truck. Our existing facility would not house a ladder truck without compromising that of other equipment/trucks at the current facility.

Fire Chief Knudtson and I have discussed over the last couple of years and are continuing the discussions now more frequently on what the funding cost would be and how we might find a way to get that funding. The focus has been on looking at a remanufactured unit which relates to the cost number in the CIP of $625,000. Mind you this is not a new ladder truck but a remanufactured unit. A new ladder truck per the discussions I and the Chief have been having runs somewhere in the $1.2 to $1.4 million number.

Thus with a new Fire Station, as the City Manager, I would really like to see us equip our Fire Department with the ladder truck that has been in need for quite some time to handle fires that the existing equipment just is not capable of doing. This goes beyond mentioning the age of our existing units which the Chief has on many previous occasions answered Council questions on. As well if we are going to commit future funds, I would prefer that focus be on a new ladder truck. Even if it is $275,000 (such as what would be needed for a CDBG grant application) at least we are part way there and I might be able to find a way to work in the rest of the funding through a future budget and/or find a way in which to finance the remainder.

So this is my dilemma. Though I know the Park application would be a strong one and is a facility that certainly would be welcomed by the public or the Interoperability Project which would advance the communication capabilities of our Police and Fire especially once E-911 is a reality here, the commitment of funds and the timing of the grant requests given the projects we have ready to start gives me real pause. And, if we are going to commit funds, I would like to see such a commitment made first towards a ladder truck if at all possible.

Given that, I need guidance from you on what direction you want me to go.
Memo

From: Anna Bartlome

To: 

Date: 07/16/2019

Re: Discussion and Decision Regarding Participation in the 2019 Nevada CDBG Program and Related Application and Other Matters Appropriately Related Thereto

Information provided under agenda item 6 Presentation.
Memo

From: Anna Bartlome

To:

Date: 07/16/2019

Re: Discussion and Decision to Authorize the Execution of the Loan Contract Between the City of West Wendover and the State of Nevada Drinking Water State Revolving Fund (Contract No. DW1908) and Other Pertinent Documents Related to Ordinance 2019-01 and the Issuance of the General Obligation (Limited Tax) Water Refunding Bond Series 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: 7/11/2019
Re: Agenda – July 16, 2019 – Loan Contract SRF Water Bond Refinance

Mayor/Council:

Along with the adoption of Ordinance 2019-01, I will have you approve the Loan Contract with SRF related to the refinance and authorize its execution. The contract has been reviewed by the parties thereof and our Legal Counsel did not have any changes to make.

With your adoption of Ordinance 2019-01 and the contract, there will also be pay request that I will submit to SRF. The payoff funds will be submitted to USDA closing out that obligation. If the current schedule doesn’t change as indicated, we will close mid-August.
STATE OF NEVADA

DRINKING WATER STATE REVOLVING FUND

LOAN CONTRACT

CONTRACT NO. DW1908

This loan contract is made this ___ day of ______, ______ between the State of Nevada acting by and through the Department of Conservation and Natural Resources, Division of Environmental Protection, hereafter referred to as the Division, and the City of West Wendover, hereafter referred to as the Recipient. This contract is to provide funding as outlined in Section 1 of this contract.

WHEREAS:

1. The Safe Drinking Water Act (42 U.S.C. §§ 300f et seq., as amended) and NRS 445A.200 to 445A.295, inclusive, authorize the Division to enter into contracts for financial assistance for construction or refinancing of public water system Projects with community public water systems;

2. The account for the revolving fund has been created in the state treasury pursuant to NRS 445A.255(1) to provide financing or refinancing of projects outlined in the Safe Drinking Water Act, as amended;

3. The Recipient has been determined by the Division to be eligible for a loan pursuant to applicable Federal and State laws, rules, regulations, and guidance; and

4. The Recipient has made application for a loan related to the refinancing of debt issued for the Projects hereafter described, and said Projects have been determined by the Division to be eligible for funding pursuant to applicable Federal and State laws, rules, regulations, and guidance;

5. The Board for Financing Water Projects has approved pursuant to NRS 445A.265(3) the commitment of funds from the account for the revolving fund to fund the refinancing described in SECTION 1, below (See Exhibit A.); and
6. Any Federal Funds used for funding of this loan will be provided through the Capitalization Grants for Drinking Water State Revolving Funds CFDA# 66.468 through the United States Environmental Protection Agency.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. PROJECT DESCRIPTION

The funds provided under this contract are to be used for refinancing the City of West Wendover, Nevada, Water Revenue Bonds, Series 1998, issued originally for projects funded by the U.S. Department of Agriculture Rural Development (USDA RD). The projects are more specifically described in the documents included in, or referenced by the Refinance Loan Application on file with the Division. The infrastructure constructed by these projects shall be herein referred to as “Facilities” in this contract.

SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMITMENTS

This contract incorporates the following documents:

(A) Exhibit A, Resolution of Board for Financing Water Projects for Commitment of Funds from the Account for the Revolving Fund;

(B) Exhibit B, Listing of Cross-Cutting Federal Authorities for Assistance Subgrants;

(C) Exhibit C, Certification Regarding Lobbying;

(D) Exhibit D, Draft Amortization Schedule

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of this contract, including all incorporated documents, and to fulfill all assurances, declarations, representations and commitments made by the Recipient in its application and accompanying documents filed in support of its request for a loan.
SECTION 3. MAXIMUM LOAN AMOUNT

Subject to all of the terms, provisions and conditions of this contract, and subject to the availability of Federal funds, the Division will loan the sum, not to exceed **two million, two hundred thousand dollars ($2,200,000)** to the Recipient from the account for the revolving fund.

SECTION 4. INTEREST RATE

1. The interest rate for the Recipient’s loan is computed to equal 62.5% of the last published “Bond Buyer 20 General Obligation Bond Index” (BB20 Index). The BB20 Index is a nationally recognized weekly index as of every Thursday in *The Bond Buyer*, a weekly publication. The BB20 Index is also available to the public from many securities brokers and dealers. The BB20 Index as of _______ (the last index rate published on the Thursday preceding the execution of this loan contract) was __%. 62.5% of this rate is ___% (___% X 62.5%= ___%).

2. The annual percentage interest rate for this loan is therefore __%. Interest on any loan funds disbursed to the Recipient shall accrue from the date each disbursement of such funds is made by the Division to the Recipient.

SECTION 5. TERM

1. This contract shall take effect upon the date of delivery of the Bond to the State Treasurer and the contract shall remain in effect until the final loan repayment is made unless sooner terminated pursuant to the provisions hereof and the provisions of the Resolution.

2. The Division and the Recipient agree that, for the purpose of this section, the term of this contract is for no more than 20 years from the date of this loan contract.

SECTION 6. LOAN DISBURSEMENT

Loan funds will be disbursed upon the date of delivery of the Bond to the State Treasurer. Disbursement of loan proceeds will be supported by the bond purchase documents and a signed
Loan Draw Request Form. Loan funds to be used to payoff associated USDA loan.

SECTION 7. REPAYMENT OF LOAN

1. Loan funds shall be repaid in accordance with the provisions of the bond ordinance adopted by the City of West Wendover Board on July 16, 2019 (the “Ordinance”) authorizing the issuance of the District’s General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured By Pledged Revenues), Series 2019 (hereafter the “Bond”).

2. The Recipient agrees to make each loan repayment by electronic funds transfer in immediately available funds on or before the due date of that loan repayment in accordance with the final amortization schedule developed by the Division. The principal and interest payments shall be structured so as to produce substantially level payments and amortize the outstanding principal amount of the loan as illustrated in Exhibit D.

3. Interest payments shall be payable semiannually on January 1 and July 1 of each year commencing on the first January 1 and July 1 immediately following the date of the first principal advance made to the Recipient under this loan contract. Principal payments shall be made semiannually on January 1 and July 1 by the Recipient commencing on January 1, 2020.

SECTION 8. REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS

1. The loan amount, together with all interest, accruing thereon, shall be repaid as provided for in Section 7 of the loan contract.

2. The Recipient agrees to make each loan payment on or before the due date. If any installment of principal or any accrued interest shall not be paid on or ten days after maturity or the interest payment date as applicable, interest shall continue to accrue at the applicable interest rate until the principal or accrued interest thereof is paid in full, plus a penalty in the amount of one-tenth of one percent (0.1%) will be due for each day of nonpayment commencing ten (10) days after the maturity date for the principal installment and ten (10) days after the interest payment date for unpaid accrued interest. Any penalties assessed will not be added to the
loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.

3. The Recipient is obligated to make all payments required by this contract to the State Treasurer, notwithstanding any individual default by its constituents or others in the payment to the Recipient of tolls, assessments, user fees or other charges levied by the Recipient. The Recipient shall provide for the payment to the State Treasurer of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of tolls, assessments, user fees or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to pay over to the State Treasurer any money collected necessary to satisfy any amount due under this contract, the State may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the tolls, assessments, user fees, or other charges and the payment of the money collected there from to the State Treasurer. Action taken pursuant hereto shall not deprive the State Treasurer or the Division of, or limit the application of, any other remedy provided by law or by this contract. Payments made hereunder shall be made from the revenues of Recipient’s collected revenues.

SECTION 9. OPERATION AND MAINTENANCE

The Recipient agrees to properly staff, operate and maintain all portions of the Facilities during their useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Facilities.

SECTION 10. SYSTEM OF USER CHARGES

1. The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other source of revenue, which shall be consistent with NAC 445A.676144.
2. The Recipient further agrees to comply with NAC 445A.676146 to periodically review and modify
the system of user charges as necessary to assure its reasonable adequacy to cover operating
costs and meet other financial obligations of the Recipient and shall be maintained to the reasonable
satisfaction of the Division.

SECTION 11. CONTINUOUS USE OF FACILITIES

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the
Facilities during the useful life of the Facilities without prior written approval of the Division. If
Recipient does abandon, substantially discontinue use of, or dispose of the Facilities during the useful
life of the Facilities without prior written approval of the Division, the Recipient shall repay the account
for revolving fund all remaining principal advanced hereunder due in accordance with the terms of this
contract.

SECTION 12. USEFUL LIFE OF FACILITIES

For purposes of this contract, the parties agree that the remaining useful life of the Facilities is at least
20 years from the date of this contract.

SECTION 13. RECORDS

Without limitation of the requirement to maintain Project accounts in accordance with NAC 445A.67628
and NAC 445A.67629, the Recipient agrees to:

1. Establish an official file for the Project which shall adequately document all significant actions
relative to the Project;

2. Establish accounts which will adequately and accurately depict all amounts received and
expended on the Project, including all loan funds received under this contract;

3. Establish accounts which will adequately depict all income received which is attributable to the
Project, specifically including any income attributable to loan funds disbursed under this
contract;
4. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;

5. Establish such accounts and maintain such records as may be necessary for the Division to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations;

6. If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction management and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee;

7. The Recipient agrees to retain its Project records for a minimum of three years after project completion and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the Division or any authorized representative.

SECTION 14. REPORTS

The Recipient agrees to expeditiously provide during the useful life of the Facilities and the term of this contract, such reports, data, and information as may be reasonably required by the Division, including, but not limited to, material necessary or appropriate for evaluation of the loan from the account for the revolving fund or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include submission of annual financial statements, prepared on a basis utilizing “Generally Accepted Accounting Principles” (GAAP).

SECTION 15. ACCOUNTING STANDARDS

1. The Recipient will maintain separate Project accounts in accordance with NAC 445A.67628 and Generally Accepted Accounting Principles (GAAP).
2. The Recipient agrees to comply with requirements described in 2 CFR §200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements which apply to expenditures by a public or non-profit entity of federal monies from all sources in an amount greater than or equal to $750,000 in a year.

SECTION 16. FINAL PROJECT AUDIT

The Division, at its option, may call for an audit of financial information relative to the Projects or Facilities, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

SECTION 17. TERMINATION; IMMEDIATE REPAYMENT

1. This contract may be terminated by written notice during construction of the Project, or thereafter at any time prior to project completion, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.

2. In the event of such termination, the Recipient shall be responsible for any damages suffered by the State, including those specified in Section 18, and the Recipient agrees to repay the account for the revolving fund all remaining principal advanced hereunder due in accordance with the terms of this contract.

SECTION 18. DAMAGES FOR BREACH

In the event that any breach of any of the provisions of this contract by the Recipient, the Recipient shall reimburse the Division in an amount equal to all disbursements made under this Contract and compensate the Division for any damages or loss incurred or penalties due to such breach, whether
or not such breach results in an obligation on the part of the State to reimburse the federal
government.

SECTION 19. DISPOSITION OF EQUIPMENT

In accordance with 41 CFR 105-71.132, when original or replacement equipment used to construct
the Facilities acquired under this contract is no longer needed for the original project, disposition of
the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than $5,000 may be
    retained, sold or otherwise disposed of with no further obligation to the Division.

(2) Items of equipment with a current per unit fair market value in excess of $5,000 may be
    retained or sold and the State shall have a right to an amount calculated by multiplying the
    current market value or proceeds from sale by the Division’s share of the equipment.

In cases where the Recipient fails to take appropriate disposition actions, the Division may direct the
Recipient to take excess and disposition actions.

SECTION 20. DISPUTES

1. Any dispute arising under this contract, which is not otherwise disposed of, shall be decided by the
   Administrator of the Division. The decision shall be reduced to writing and a copy thereof furnished
to the Recipient.

2. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar
days after the date of mailing the Administrator’s decision to the Recipient, the Recipient mails or
otherwise furnishes a written appeal of the decision to the Director of the Department of
Conservation and Natural Resources.

3. In connection with any appeal to the Director, the appeal shall be treated as a contested case,
pursuant to NRS 233B, including the right to judicial review. Pending final decision of a dispute
hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions,
commitments and requirements of this loan contract.
SECTION 21. WAIVER
The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

SECTION 22. AMENDMENT
This contract may be amended at any time by mutual written agreement of the Division and the Recipient.

SECTION 23. COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES
Recipient confirms it has complied with and required its contractors and subcontractors to comply with all applicable federal, state and local laws, regulations and requirements.

SECTION 24. STATE REVIEWS AND INDEMNIFICATION
1. The Division and Recipient agree that review or approval of Project plans and specifications by the Division is for administrative purposes only and does not constitute confirmation or endorsement of the efficacy of the Project and does not relieve the Recipient of their responsibility to properly plan, design, construct, operate and maintain the Project. The Recipient agrees that they have responsibility for proper planning, design, construction, operation and maintenance of the Project and that the Division is not responsible for increased costs resulting from defects in the Project design or construction.

2. The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

3. To the fullest extent of limited liability as set forth above, each party shall indemnify, hold harmless and defend, not excluding the other’s right to participate, the other from and against all liability,
claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

4. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

RECIPIENT: CITY OF WEST WENDOVER

____________________________________________________ Date: ______________

Daniel Corona, Mayor, City of West Wendover

DIVISION OF ENVIRONMENTAL PROTECTION

____________________________________________________ Date: ______________

Greg Lovato, Administrator
EXHIBIT A

RESOLUTION

A RESOLUTION DESIGNATED THE "4-2019 THE CITY OF WEST WENGOVER REFINANCING LOAN COMMITMENT RESOLUTION" TO APPROVE A LOAN COMMITMENT FOR THE PURPOSE OF REFINANCING EXISTING DEBT.

WHEREAS, the Board for Financing Water Projects (Board) of the State of Nevada (State) is authorized by Nevada Revised Statute (NRS) 445A.265 to approve for the Nevada Division of Environmental Protection (NDEP) prioritized lists of water projects and to approve the commitment of funds from the account for the revolving fund for loans to community water systems and non-transient water systems for costs of capital improvements and refinancing debt required and made necessary pursuant to NRS 445A.800 to 445A.955, inclusive, by the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) and by the regulations adopted pursuant thereto; and

WHEREAS, NDEP has the responsibility of administering the Drinking Water State Revolving Fund program; and

WHEREAS, on April 17, 2019, the Board, pursuant to NRS 445A.265, approved the Year 2020 Priority List of water projects eligible for loans from the account for the revolving fund under the Drinking Water State Revolving Fund; and

WHEREAS, the City of West Wendover owns and operates a public water system located in Elko County, Nevada; and

WHEREAS, the City of West Wendover submitted a pre-application to NDEP for refinancing debt; and
WHEREAS, NDEP ranked the refinancing debt as #83 on the Year 2020 Priority List of water projects; and

WHEREAS, the City of West Wendover's loan funded projects that qualify under the Safe Drinking Water Act and to which a loan could have been offered when the projects were originally performed; and

WHEREAS, in connection with seeking a loan, the City of West Wendover has submitted a written application ("Application") pursuant to NAC 445A.67613 to NDEP; and

WHEREAS, NDEP has reviewed the Application including supporting material thereof, and has determined that the City of West Wendover has the technical, managerial and financial capability to manage and repay a loan for the refinanced Bond; and

WHEREAS, NDEP has taken all necessary and proper actions with respect to the Application as required pursuant to the regulations adopted by the State Environmental Commission (NAC 445A.6751 to 445A.67644, inclusive) pertaining to loan applications; and

WHEREAS, the Board must provide approval prior to NDEP committing money from the revolving fund for the purposes set forth in NRS 445A.275;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD FOR FINANCING WATER PROJECTS OF THE STATE OF NEVADA:

Section 1. This Resolution shall be known as the "4-2019 City of West Wendover Refinancing Loan Commitment Resolution."

Section 2. The terms and conditions for providing loans to the Applicant shall be negotiated by the City of West Wendover and NDEP.

Section 3. Based on the review of the Application by NDEP and based on the recommendation submitted by NDEP to the Board concerning the refinancing, and subject to
the provisions of Section 2 of this Resolution, the Board hereby approves a commitment of funds in the amount not to exceed $2,200,000 from the revolving fund account for a loan to refinance the City of West Wendover’s existing loan debt, in accordance with NRS 445A.265.

Section 4. The Board further recommends that NDEP take all other necessary and appropriate actions to effectuate the provisions of this Resolution in accordance with NRS 445A.200 to 445A.295, inclusive, and the regulations adopted pursuant thereto.

Section 5. This resolution shall be effective on its passage and approval.

PASSED, ADOPTED, AND SIGNED APRIL 17, 2019:

Chair
Board for Financing Water Projects

Attest:
Advisor
Board for Financing Water Projects
STATE OF NEVADA  
)  
) ss.  
CARSON CITY  
) 

I, Jason B. Cooper Advisor to the State Board for Financing Water Projects (the "Board"), do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the "4-2019 The City of West Wendover Refinancing Loan Commitment Resolution" (the "Resolution"), which resolution was passed and adopted by the Board at its duly held meeting of April 17, 2019, in Carson City, Nevada.

2. The original of the Resolution was signed by the chairman of the Board and authenticated by me as the Advisor to the Board.

3. The following members of the Board who were present,

   Bruce Scott  
   Andy Belanger  
   Lori Williams  
   Carl Ruschmeyer  
   Mike Workman

voted in favor of the passage of the Resolution.

4. All members of the Board were given due and proper notice of such meeting.

5. Pursuant to NRS 241.020, written notice of such meeting was given at least three working days before the meeting:

   (a) By mailing a copy of the notice to each member of the Board:

   (b) By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting was held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

      (i) State of Nevada Public Notice Website - https://notice.nv.gov/  

      (ii) The Nevada Division of Environmental Protection’s public notice website - https://ndep.nv.gov/posts  

      (iii) Department of Conservation and Natural Resources, 901 South Stewart Street, Carson City
(iv) State Legislative Building, 401 S. Carson Street, Carson City
(v) Nevada State Library and Archives, 100 Stewart Street, Carson City
(vi) Nevada Division of Environmental Protection, 2030 E. Flamingo Rd. Ste 230, Las Vegas

6. No other proceedings were adopted and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

[Signature]
Jason B. Cooper
Advisor
Board for Financing Water Projects

4/17/19
Date
EXHIBIT B

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

**Environmental Authorities**
- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- Protection and Enhancement of the Cultural Environment
- Clean Air Act, Pub. L. 95-95, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Environmental Justice, Executive Order 12898
- Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- National Environmental Policy Act, Pub. L. 91-190
- National Historic Preservation Act, Pub. L. 89-655, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-54 as amended
- Migratory Bird Act

**Economic and Miscellaneous Authorities**
- Debarment and Suspension, Executive Order 12549
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- Drug-Free Workplace Act, Pub. L. 100-690
- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

**Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities**
- Older Americans Act, Pub. L. 94-135
- Equal Employment Opportunity, Executive Order 11246
- Section 13 of the Clean Water Act, Pub. L. 92-500
- Section 504 of the Rehabilitation Act, Pub. L. 93-112
- Title VI of the Civil Rights Act, Pub. L. 88-352

**Disadvantaged Business Enterprise Authorities**
- Small, Minority, and Women-owned Business Enterprises, Executive Orders No. 11625, 12138, and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. No. 100-590
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

______________________________________________
Typed Name & Title of Authorized Representative

______________________________________________
Signature and Date of Authorized Representative
**EXHIBIT D**

**Borrower Name**: West Wendover  
**First Payment Date**: January 1, 2020  
**Principal Amount**: $2,200,000.00  
**Interest Rate**: 2.19%  
**Length of Amortization**: 19.5

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$\text{\textsuperscript{a}}$See Section 5 for final interest rate for this contract.

**First Interest Payment Calculation**

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Memo

From: Anna Bartlome

Date: 07/16/2019

Re: Discussion and Decision to Approve the Proposed Contract for Engineering Services with Aqua Engineering, LLC., and Authorize the Mayor to Execute Such Contract as it Relates to the 2019 Request for Qualifications (RFQ) for Civil Engineering Services for the City of West Wendover 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: 7/11/2019
Re: Agenda – July 16, 2019 – Engineering Services Contract

Mayor/Council:

I and the members of my Review Committee which included the Mayor, Council Member Durham, Public Works Director Kimber and Fire Chief Knudtson have completed our review of the Engineering Services RFQ Submittals on June 18th.

The RFQ was released on May 23rd and published under the provisions of NRS 332.039 with regard to public bidding with publication dates of May 23rd, 24th, 30th and 31st with a submittal deadline of June 13th, thus on the street for 21 days. State statute does not specifically require the city to advertise for bid for professional services but if we do such advertisements for are for a minimum of 7 days. It has been the standard recommendation of some of our Federal partners like HUD and USDA that when advertising for such professional service contracts it be done for 20 days which was the standard I used. The RFQ was published in the Elko Daily Free Press which has distribution throughout eastern and northern Nevada and the Wendover Times which includes distribution in both northeastern Nevada and northern Utah.

We received only one responsive submittal under the RFQ from Aqua Engineering (AQUA/SKM). We did receive an initial verbal inquiry via telephone from Day Engineering out of Fallon, Nevada on May 24th but received no follow up submittal.

The Committee completed the review of the Aqua Engineering submittal and found that it was in compliance with the RFQ and we thus completed the rating of the submittal. The result was an average score of 190 out of 200 points possible. I have attached a sample scoring sheet so you can see the categories to which the submittals were judged. These categories were included in the RFQ.

Given that Aqua Engineering was the only responsive submitter and that in review the Committee found that the submittal met the requirements and conditions of the RFQ and subsequently scored the
submittal, the Committee would make a recommendation to the Council to approve a Contract for Engineering Services with Aqua Engineering LLC.

Attached hereto is a final contract with Aqua Engineering LLC for consideration which incorporates the base provisions of the City's RFQ for Engineering Services. The agreement has been negotiated in good faith with Aqua and has been reviewed in final form by our Legal Counsel. The agreement also includes a provision which limits any proposed rate increases to two year periods with a 6 month notice to the city and in which any increase is agreed upon mutually. The agreement as well has a 30 day cause/no cause termination provision for both parties.

I have also attached for your reference the RFQ which was advertised and the submittal by Aqua Engineering (AQUA/ SKM).

If you have any questions, please don't hesitate to let me know.
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT is made effective this _____ day of ___________, 2019 by and between the CITY OF WEST WENDOVER, an incorporated City within the County of Elko and the State of Nevada, hereinafter referred to as “CITY” and AQUA ENGINEERING LLC, a Utah Limited Liability Company herein after referred to as “ENGINEER”,

WITNESSETH:

WHEREAS, the CITY is in the need of the professional services of a registered and licensed professional engineer to assist in the planning for the future growth and development of the CITY;

WHEREAS, the CITY has entered into contract negotiations with the ENGINEER, based upon ENGINEER’S qualifications.

WHEREAS, the ENGINEER is a professional engineer registered and licensed with the Board of Professional Engineers of the State of Nevada;

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

1. TERM: Unless terminated sooner as provided herein; the term of this agreement shall be for a period of five years beginning on the _____ day of July, 2019 and ending on the ______ day of July, 2024. ENGINEER may renew the term of this agreement for an additional five-year period upon written notice to the CITY at least 60 days before the expiration of the term set forth herein.

2. DUTIES AND RESPONSIBILITIES: The duties and responsibilities of the ENGINEER shall include but not be limited to the following;

A. Manage and direct engineering related functions of the CITY;
B. Supervise consultants and ensure the specific compliance of the CITY owned utilities with respect to State and Federal regulations;
C. Except as otherwise specifically set forth herein, supervise and act as project manager for all construction projects entered into by the CITY;
D. Advise the CITY on routine engineering situations;
E. Advise the Council and staff of engineering and technical requisites, rules, and regulations and other technical procedures, including but not limited to water, sewer, streets, reuse, refuse, and building projects.
F. Supervise and prepare bid documents and drawings and provide advice regarding project priority;
G. Represent the CITY at various State and Local levels;
H. Attend Council meetings when required;
I. Review work performed by outside engineering consultants

3. COMPENSATION: the ENGINEER shall be paid for engineering services rendered at the hourly rates attached hereto as Exhibit A. Rates may only be adjusted by mutual agreement during the term of this Agreement. If there is any such adjustment of rates, Exhibit “A” shall be amended and initialed by the CITY and the ENGINEER. Any request for a rate increase by ENGINEER may only be made at least six (6) months prior to the lapse of each two-year period of the term of this Agreement. The ENGINEER agrees to submit claims for payment to the CITY in accordance with the procedure established by the CITY for processing claims for compensation.

In addition to the hourly rate, the ENGINEER shall be reimbursed for all costs incurred performing services or obligations pursuant to this contract during the term of this contract, including but not limited to, conferences that are attended while representing the CITY or, upon approval of the City Manager, those that may be of benefit to the CITY.

4. STATUS OF PARTIES: The ENGINEER is an independent contractor and shall not be considered an employee of the CITY. ENGINEER may not enter into contracts with other persons or entities on behalf of the CITY unless specifically authorized in writing by the CITY.

5. INSURANCE: At his own expense, the ENGINEER shall provide the CITY with the following:
   (A) Evidence of Bodily Injury and Property Damage Liability Insurance in the amount of $1,000,000.00 (one million dollars and 00/100) The CITY shall be named as an additional insured of the policy; and
   (B) Insurance protecting the CITY from claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
   (C) Professional liability insurance for the period covered by the agreement in an amount not less than $500,000.00 (five hundred thousand dollars and 00/100) covering the ENGINEER’S error and omissions.
   (D) Riders providing that the insurance company agrees to give the CITY 30 (thirty) days prior written notice of any material change in, or cancellation of any of the coverage’s required herein.

6. COMPLIANCE WITH LAWS: In performing the Agreement, the ENGINEER shall (in accordance with the ENGINEER’S professional standard of care) comply with all applicable laws, statutes, ordinances, rules and regulations, whether Federal, State or Local in origin.

7. CERTIFICATION OF ENGINEER: The CITY and ENGINEER hereby certify that the ENGINEER has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement, to
(A) Employ or retain, or agree to employ or retain, any firm or persons; or
(B) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, or consideration of any kind.

8. TERMINATION OF AGREEMENT: This Agreement may be terminated by either party with or without cause upon 30 (thirty) days prior written notice. Any notice for or concerning this Agreement shall be in writing and deemed sufficiently given when delivered personally or sent by certified mail is sent to the respective address of each party. The addresses of each party shall be as follows.

CITY: CITY OF WEST WENDOVER
1111 N. Gene L. Jones Way
PO Box 2825
West Wendover, NV  89883

ENGINEER:
AQUA ENGINEERING LLC
533 W 2600 S - SUITE 275
Bountiful UT  84010

9. DOCUMENTS: Upon termination of this Agreement as provided herein, upon request of the CITY, ENGINEER shall promptly provide to the CITY copies of drawings, specifications or similar documents for work for which the CITY has paid or is obligated to pay pursuant to the terms of this Agreement.

10. ASSIGNMENT PROHIBITED: This Agreement is personal and may not be assigned to any other person, persons, or firm in whole or in part.

11. OTHER ENGINEERING PROJECTS: Nothing contained herein shall prohibit the CITY from negotiating with or retaining other engineers on specific projects selected by the city.

12. ATTORNEY FEES: In the event that any legal action is filed in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. Venue for any action under this Agreement shall be in Elko County, Nevada.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto and there are no prior of contemporaneous oral agreements between the parties with would or will alter the terms of this Agreement in any particular whatsoever. Any subsequent amendment to this Agreement shall be in writing and signed by the parties hereto.
CITY OF WEST WENDOVER

By: ______________________________
DANIEL J. CORONA, MAYOR

ATTEST:

_______________________________
ANNA BARTLOME, CITY CLERK

AQUA ENGINEERING LLC

By: ______________________________
CRAIG G. NEELEY, P.E.
PRINCIPAL PARTNER
AQUA ENGINEERING LLC
CITY OF WEST WENDEOVER
RFQ ENGINEERING SERVICES SCORING SHEET
JUNE 13, 2019

SUBMITTING FIRM NAME:______________________________________

DATE:_________________

SCORED BY (PRINT NAME):_______________________________________

SCORED BY (SIGNATURE):________________________________________

FIRM SCORING

1. Understanding of the nature of work to be performed (max 30 pts):
   _____

2. Demonstrated ability to perform and produce high quality work, to control costs and to meet time schedules and budgets (max 30 pts):
   _____

3. Qualifications of individuals within the Consultant’s organization directly responsible for the work (max 25 pts):
   _____

4. Ability to work effectively with City staff (max 20 pts):
   _____

5. Consultants experience with contracts of similar complexity/magnitude (max 15 pts):
   _____

6. Knowledge and previous experience with the City including local conditions, projects and project areas (max 30 pts):
   _____

7. Familiarity with state and federal procedures/requirements related to projects with The following agencies, FHWA, USACE, EPA, NDOT, NDEP, NDWR, USDA-RD, Nevada CDBG (max 15 pts):
   _____

8. Capability of developing innovative or advanced systems, techniques and procedures (max 20 pts):
   _____

9. Established relationships with Regional, State and Federal agencies (max 15 pts):
   _____

TOTAL POINTS (max 200 pts):  ______
Request for Qualifications
For
Civil Engineering Services

City of West Wendover
1111 N. Gene L. Jones Way
PO Box 2825
West Wendover, NV 89883

Point of Contact:
Chris J. Melville
City Manager
775-664-3081
cmelville@westwendovercity.com

QUALIFICATIONS DUE:
THURSDAY, JUNE 13, 2019 by 3:00 PM (Mountain Time)
REQUEST FOR QUALIFICATIONS (RFQ)
CIVIL ENGINEERING SERVICES

1. INTRODUCTION

The City of West Wendover is seeking experienced and qualified Civil Engineering firm(s) appropriately licensed in the State of Nevada to perform civil and environmental engineering and related professional services for the disciplines listed below as the City’s “Consultant”. The City will contract with the Consultant, under which sub consultants may operate. The City is requesting services under an agreement for a term which shall be for five (5) years with the option for a single five (5) year extension. Preference will be given to firms with a 150 mile radius of West Wendover, Nevada.

1. Construction Management and Inspection
2. Pavement Management and Street Design
3. Storm Water Collection Systems
4. Wastewater Collection Systems
5. Reclaimed Water Systems including Distribution
6. Water Systems including Source, Transmission and Distribution
7. Solid Waste Systems
8. Building Design
9. Supervisory Control and Data Acquisition Systems and Instrumentation
10. Other Design and Construction Related Services as Deemed Necessary
11. Drafting Services including those associated with Survey’s Other Mapping Products and Systems including GIS, CAD and others as so designated

This request invites firms to submit qualifications and performance data for selection as the City’s Engineer of Record and Consultant and to perform other specific project requirements associated with a professional consulting firm. Submission requirements and additional information for this effort are detailed in this request.

2. BACKGROUND

The City of West Wendover is a Municipal Corporation formed under Nevada Revised Statutes 266 (General Law Cities). The City's incorporation date was July 1, 1991.

As a General Law City, the City of West Wendover operates with a Governing Board which includes an elected Mayor, serving a 4 year term and five (5) at-large elected Council Members serving staggered 4 year terms.

The Governing Board is not a full time body and thus under City Code Ordinance Officers are appointed by the Mayor with the consent of the City Council. These Ordinance Officers make up the City's Professional Management Team. The Professional Management Team includes the: City Manager, City Attorney/Assistant City Attorney, City Clerk, Chief Financial Officer, Community Development Director, Chief of Police, Fire Chief and Public Works Director. This
Professional Team manages the day-to-day operations of the City and reports through the established chain of command to the City Manager who is the Chief Administrative Officer of the City. The City Manager then reports to the Governing Board.

The city encompasses just over 7 square miles and is located 120 miles west of Salt Lake City, Utah; 400 miles east of Reno, Nevada; 400 miles north of Las Vegas, Nevada. The City population is approximately 5,000 residents with an immediate area population of 7,000 which includes Wendover, Utah; Pilot Valley and Montello, Nevada. The City’s primary economic activity is related to Nevada Tourism and Gaming as well as Mining. Other information regarding the City can be found on the City’s website: www.westwendovercity.com

The consultant(s) will work under the direction of the City Manager but may also have tasks assigned by other pertinent Ordinance Officers including the Community Development Director and Public Works Director.

The most qualified Consultant will enter into a master agreement as noted which will specify billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated.

Consultant selection will be based on qualification as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

3. SCOPE OF SERVICES

Primary firms shall submit the necessary statements of qualification which delineate their disciplines for consideration. The disciplines shall include, but are not necessarily limited to the following areas of experience and expertise.

- Preparation of Preliminary Engineering Reports (PER’s) to address the city’s water, sewer, solid waste, storm water and other utility needs of the community. PER’s will thoroughly examine all reasonable alternatives, as well as consider options which will improve cost effectiveness in the construction and operation of needed facilities, e.g. sharing of services with other utilities. In addition, the related scope of work shall include preparation of an Environmental Report examining environmental factors associated with the various alternatives examined in the PER’s. The experience in development of PER’s should include experience in preparing and submitting to meet the requirements of federal and state with regard to funding opportunities. Consultants must have a minimum of 10 years’ documented experience.

- Project Design, Construction Management and Inspection: The consultant shall provide all services and work required to deliver completed capital improvement construction projects on time and within budget. Services may include, but not limited to: value engineering, cost estimates, constructability review, bid process development and assistance, contract development and approval and awards assistance, preconstruction meetings, weekly meetings, schedule management, cost control, submittals, change orders and request for information management, quality control, daily inspections,
material testing, observe construction materials and methods, inspect batch plants and related facilities and make pertinent reports, permit and environmental compliance, progress payments management, monthly status report, claims management, and project close-out. Consultant must be experienced in federal and state funded projects. A minimum of 15 years’ documented experience required.

- Pavement Management: Assist City staff to identify and prioritize pavement preservation projects; design and prepare plan, specifications, and estimate (PS&E) for pavement projects. Utilize the latest technologies to design and construct/rehabilitate pavements in the most cost effective way. Introduce, use and update street data after completion of pavement projects. Consultant must be experienced with state and federal funded projects and pavement designers shall have a minimum of 15 years’ documented experience in pavement design.

- Storm water Systems: This discipline is to enable the city to maintain and improve the city’s storm water systems including collection and retention/detention facilities to meet the needs of the community and any pertinent State and Federal requirements. Consultants must have a minimum of 10 years’ documented experience.

- Waste Water Collection and Processing Systems: The objective of these disciplines is to enable the City to maintain and improve the city sanitary sewer systems to meet the rules and regulations of the State and Federal mandates as well as public demand. Consultant are required to have experience in providing all services and work required to complete studies, designs, plans, specifications and estimates for City projects. Consultants are required to have a minimum of 15 years’ documented experience with regard to design, specifications and operations of waste water plants. Experience related to the design, construction and operation of waste water facilities using the Membrane Filtration Process are preferred.

- Reclaim (Reuse) Water Collection and Distribution Systems: The objective of this discipline is to enable the city to maintain and improve as necessary the city’s effluent water collection and related distribution systems to meet the demands of the community. Consultants must have a minimum of 15 years’ documented experience is required.

- Municipal Solid Waste Collection and Disposal Systems. The object of this discipline is to enable the city to maintain, improve, expand and develop future improvements and systems as it relates to the collection and disposal of municipal solid waste. Consultants must have a minimum of 10 years’ documented experience covering current operations meeting State and Federal requirements. Consultants should have documented experience in developing and evaluating solid waste system additions, modifications and functions with a goal of improving system collection and disposal as it relates to a solid waste recycling chain.

- Water Systems including Source Development, Transmission and Distribution. The objective of this discipline is to enable the city to maintain and improve as necessary the city’s water sources and the related transmission and distribution of such water to meet
community demand. Consultants are required to have a minimum of 20 years’ documented experience with regard to water well designs, well operations, transmission lines and distribution systems including treatment, storage, metering and Supervisory Control and Data Acquisition (SCADA) systems. Consultants are required to have a minimum 15 years’ documented experience in water rights development, permitting and related processes with State Engineers. Experience with the State of Nevada is preferred. Experience related to Injection Well development and uses as well as experience as it relates to water conservation principles including system designs, development and use is preferred.

- Drafting and Plan Development. The objective of this discipline is to enable the city to maintain, develop and improve as necessary the operation of its Community Development Department as it relates to the departments community planning efforts, capital improvement programs and plans, community mapping, use of graphic informational systems, CAD and other appropriate programs and processes. Consultants are required to have a minimum 10 years’ documented experience with planning work. Consultants with certified planning staff are preferred.

- Supervisory Control and Data Acquisition Systems and Instrumentation. The objective of this discipline is to provide needed design, configurations, installation and troubleshooting including 24 hour remote support of such systems. Familiarity with FCC rules and regulations to ensure proper credentials are kept current including radio licenses. Consultants are required to have a minimum 10 years’ documented experience with instrumentation system design, development and operation. EE and PE credentials in Nevada preferred.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks.

4. SCHEDULE AND SUBMITTALS

The City’s target dates are as follows:

- Release of RFQ: May 23, 2019
- Qualifications Submittal Due: June 13, 2019
- Contract Award: July 2019

5. PROPOSAL FORMAT AND CONTENT

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall not exceed 15 pages, excluding resumes. The proposal should contain the following elements in the exact order and segmentation listed below:
1. **Cover Letter.** Describe your firm or team’s interest and commitment in providing Consultant Services to the City of West Wendover. The letter shall be signed by a person authorized to negotiate a contract with the City.

2. **Staffing, Team Experience and Understanding of Project & Objectives.** Describe the qualifications and experience of the team members expected to be assigned. The description shall include previous experience with similar functions and projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the proposer’s understanding of the needs, the goals and the services to be provided and their significance to the City.

3. **Experience on similar projects.** The consultant must present significant evidence of successful projects completed for local government clients over the past 15 years. Such projects should be representative types completed for/with small local government organizations such as rural cities and/or rural county jurisdictions.

4. **Resumes.** Include single page resumes of the engineers, technicians, key personnel and sub-Consultants (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the City.

5. **Rate Schedule.** The consultant shall provide the most current rate schedule that includes the rates of all applicable work types and staff that may be assigned.

6. **References.** Provide at least three references (name, agency, title, address and telephone number) for recent similar or related work.

7. **Other Relevant Information & Exceptions.** Provide additional relevant information that may be helpful in the selection process.

### 6. EVALUATION AND SELECTION PROCESS

Qualifications will be screened and the top candidate(s) will be reviewed by a selection committee. The qualifications for the top candidates will be verified and references will be checked. The City will evaluate the submissions received based on criteria including the following:

1. Understanding of the nature of work to be performed. (30 pts)
2. Demonstrated ability to perform and produce high quality work, to control costs and to meet time schedules and budgets. (30 pts)
3. Qualifications of individuals within the Consultant's organization directly responsible for the work. (25 pts)
4. Ability to work effectively with City staff. (20 pts)
5. Consultants experience with contracts of similar complexity and magnitude. (15 pts)
6. Knowledge and previous experience with the City including local conditions, projects and project areas. (30 pts)
7. Familiarity with state and federal procedures and requirements related to projects with the following agencies: FHWA, USACE, EPA, NDOT, NDEP, NDWR, USDA-RD, Nevada CDBG. (15 pts)
8. Capability of developing innovative or advanced systems, techniques and procedures. (20 pts)
9. Established relationships with Regional, State and Federal agencies. (15 pts)

Other qualifications/criteria as deemed appropriate by the City Manager or the panel reviewing the proposals.

7. SUBMITTAL GUIDELINES

Proposals may be submitted in person, by mail or by Email. Regardless of how the submittal is made, such submittal must be received and be in hand by 3:00 p.m. (Mountain Time) on Thursday June 13, 2019. No Exceptions!

For Email Submittal:

Firms shall submit an electronic pdf file of the qualification via Email to Anna Bartlome, City Clerk at the following address: abartlome@westwendovercity.com The electronic file must be received and in hand by 3:00 pm (Mountain Time) Thursday June 13, 2019. The Consultant shall name the electronic file in the following format:

“Consultant Name – WWCityRFQ 2019 CivilEngineering”

For In Person or Mail:

Proposals may also be hand delivered in person or mailed to the following address:

Anna Bartlome, City Clerk
City of West Wendover
City Hall
Administration Room # 129
1111 N. Gene L. Jones Way
West Wendover, NV 89883

Proposals delivered in person or by mail, must be received by 3:00 p.m. (Mountain Time) on Thursday June 13, 2018. It is the responsibility of the submitter to ensure proper and timely delivery.
Any changes made by the City to the requirements in this RFQ will be made by written addenda. Any written addenda issued to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. The City reserves the right to revise or withdraw this RFQ at any time and for any reason.

- **Single Proposal Response**

  The City reserves the right to reject all proposals, to request additional information concerning any statement for purposes of clarification, to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

All inquiries regarding the proposal should be directed to Chris J. Melville, City Manager at the above address or by telephone at (775) 664-3081, or preferably by email at: cmelville@westwendovercity.com

- **Additional Submittal Information**

  The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

  All costs incurred during proposal preparation or in any way associated with the Consultant’s preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Consultant.

  If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omissions and worker’s compensation, reflecting the minimum amounts and conditions specified by the City. Consultants are liable for all errors or omissions contained in their proposals.

  By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFQ, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFQ, in a manner that meets the City’s objectives. Failure to examine the documents and inform itself shall be at the Proposers’ own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFQ documents. Once the award has been made, failure of a Proposer to have read all of the conditions and instructions shall not be cause to alter any term of an Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

  All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of Nevada for the work to be performed. The cost for any required licenses or permits shall
be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

- Non-Obligation

The City retains sole discretion to evaluate proposals and may make an award to the Consultant the City deems to have the most responsive proposal. Receipt of proposals in response to this RFQ does not obligate the City in any way to engage any Consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

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Proposal & Qualifications for

CITY OF WEST WENDOVER

2019 Civil Engineering
# Table of Contents

Cover Letter 1

Staffing, Team Experience, and Understanding of Project & Objectives
- Organizational Chart 2
- Team Experience Matrix & Team Experience on Similar Projects 3
- Team Qualifications 5
- Understanding of Project & Objectives, Inclusive of Team Experience on Similar Projects 7

Resumes (not included in page count)

Rate Schedule 14

References 15

Other Relevant Information & Exceptions 15
Anna Bartlome, City Clerk
City of West Wendover
City Hall, Administration Room #129
1111 N. Gene L. Jones Way
West Wendover, NV 89883

RE: 2019 Civil Engineering Services
City of West Wendover

Dear Ms. Bartlome,

Aqua Engineering (AQUA/SKM) is excited to present our engineering qualifications in response to your Request for Qualification for the 2019 Civil Engineering Services. Our proposal outlines our team’s relevant project experience, resources, capabilities, and demonstrates our desire and qualifications to continue to provide the City of West Wendover with high-quality and innovative engineering services.

AQUA/SKM is a design engineering firm specializing in municipal engineering, water resources, water and wastewater treatment, energy and resource recovery, and environmental services. As a multidisciplinary engineering firm our services include electrical engineering, electrical instrumentation and control (EI&C) engineering, and complete SCADA / Telemetry design, programming, and maintenance capabilities. Our corporate office located in Bountiful, Utah has provided engineering services to the City of West Wendover for the past twenty-seven years. A satellite office, located in Denver, Colorado, opened last year. Currently, AQUA/SKM maintains a staff of 55 engineers, designers, technicians, and support personnel.

AQUA/SKM has a vast amount of experience working with the City of West Wendover and we look forward to the opportunity to continue to serve you. The city’s motto, “Come Grow with Us”, really extends to AQUA/SKM because we have grown along with the city and feel we have become an integral part of its progress. Moving forward, we believe AQUA/SKM has the historical perspective, institutional knowledge, and professional commitment necessary to meet the challenges ahead.

We certify that, to the best of our knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest. We have read, understand, and agree with all terms listed in the RFP and we note that our office is within the 150 preferred mile radius. We acknowledge there have been no Addenda issued.

AQUA/SKM has appreciated the opportunity to work with the City of West Wendover through the years and looks forward to improving and updating its public infrastructure in the future. Personally, it has been my honor to serve as the Contract City Engineer for the City since 1998 and, with the help of our team, I look forward to continuing in this endeavor.

Sincerely,

Craig Neeley, P.E.
Principal

Aqua Engineering Services Agreement - memo 7-16-19 (1579 : Engineer Contract)
Staffing - Team Organizational Chart

- Robert Rouselle, P.E.
  - Project Manager: Water, Pavement Management, Street Design, Storm Water, and Solid Waste Systems

- Shay Stark
  - Planner, Mapping, GIS

- Craig Neeley, P.E.
  - Principal
  - Contract City Engineer
  - Senior Project Engineer

- Justin Logan, P.E.
  - Principal
  - Wastewater Collection and Processing Systems

- Darin Hawkes, P.E.
  - Principal

- Mark Jepson, P.E.
  - SKM Principal
  - Electric, Instrumentation & Controls, and SCADA Telemetry

- Mark Taylor, P.E.
  - Electrical Engineer
  - Electrical, Instrumentation & Controls, and SCADA Telemetry

- Kenneth Baetz
  - CAD Manager
  - Drafting, Mapping, GIS

- Naho Garvin, P.E.
  - Project Engineer
  - Engineer

- Michael Maughan, EIT
  - Project Engineer
  - Engineer

- Cody Lister
  - Drafter
  - Building Design Drafting
# Key Team Members

<table>
<thead>
<tr>
<th>Key Team Members</th>
<th>EXPERIENCE OF KEY TEAM MEMBERS</th>
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<tbody>
<tr>
<td>Craig Neeley, P.E.</td>
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<td>Darin Hawkes, P.E.</td>
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<td>Justing Logan, P.E.</td>
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<td>Shay Stark</td>
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<td>Mark Jeppsen P.E.</td>
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<td>Mark Taylor, EIT</td>
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<td>Kenneth Baetz</td>
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<tr>
<td>CAD Design / Drafting</td>
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</tbody>
</table>
Team Experience on Similar Projects - City of West Wendover

AQUA has had the opportunity to grow with the City of West Wendover for over 25 years. Below is a select summary of the projects completed during this time. Specific experience per the scope of work is included in the Understanding and Objectives section of our proposal.

Wastewater
- Designed the first mechanical WWRF
- Designed the current MBR
- Consulted on reclaimed water distribution system
- Consulted on regulatory compliance and system improvement matters
- Electrical Engineering, EC&I, SCADA, Telemetry
- Various collection system projects including pipe up to 12” and lift stations

Water
- Replaced 26 miles of 10” and 12” water supply transmission line (Johnson Spring Trans-line) with 20” and 24” transmission main
- Drilled and completed Shafter Well # 5
- Drilled and completed Shafter Well # 6
- Supervised drilling and completion of Pequop Wells 1 & 2
- Manage all water rights applications and permits
- Pilot Valley surface water inventory for NDWRe to support underground water applications
- Rehabilitated and re-equipped Johnson Spring
- Retrofitted open 1.5 MG concrete (Three-mile) reservoir with aluminum geotruss cover and covered to potable water storage
- Rehabilitated 1.5 MG steel (Land Tank) and recoated
- Retrofitted 1.5 MG concrete Montego Bay tank to improve distribution capabilities
- Various distribution system projects including pipe up to 16” and PRV stations
- Consult on regulatory compliance and system improvement matters
- Electrical Engineering, EC&I, SCADA, Telemetry
- Potable water master and capital facilities planning
- Heavily involved with agreement to preserve City’s Goshute Valley water resources during development of the Long Canyon gold mine

Planning and Development
- Wastewater master and capital facilities planning
- Potable water master and capital facilities planning
- Transportation master and capital facilities planning
- GIS development
- Consult on planning and zoning matters
- Development plan review
- Development inspection support
- Consulting for city center master plan

Buildings
- Public Works Building
- Water Reclamation Facility Building
- Compost Facility Building
- Consulting for City Office Building
- Consulting for City Fire Station

Solid Waste Management
- Municipal landfill permitting, design, construction
- Compost facility and transfer station
- Consult on regulatory compliance and solid waste management matters

Funding
- USDA, SRF, NDOT, CDBG

Reference:
Chris Melville, City Manager

Surface Streets
- Wendover Boulevard Expansions, Florence Way Phase I & II Street Improvements
- South Pueblo Boulevard Expansion
- North Pueblo Boulevard Extension
- Gene L. Jones Way
- North Tibbets Boulevard
- Consult on NDOT and street improvement and maintenance matters
Team Qualifications

Craig Neeley, P.E.  |  Principal
City Contract Engineer, Senior Project Engineer

As a senior principal engineer and original partner, Mr. Neeley contributes 40 years of experience in water resource and municipal engineering to the firm. His early career benefited greatly from working on a variety of municipal water supply and irrigation projects in the engineering firm founded by his father and grandfather. In the late eighties he began working on the hydrologic and hydraulic elements of hydroelectric projects. He consulted with his first municipal client in the early nineties and has added several municipal clients through the years. His engineering and professional development focus continues to be on all aspects of water resources and municipal civil engineering.

Robert Rousselle, P.E.  |  Project Engineer

Mr. Rousselle has 14 years of experience. His early career focused primarily on commercial and residential development along with municipal improvement projects. His current focus has been on municipal civil engineering and all aspects of water resources. Mr. Rousselle works on projects starting at the funding stage all the way through construction. His primary responsibilities are funding, permitting, design, construction documents, and construction management for any given project. Robert’s experience and his involvement on many projects with West Wendover will assist the project team with his specific knowledge.

Shay Stark  |  Planner
Planning, Mapping and GIS

Mr. Stark has over 25 years of experience in planning and municipal civil design including zoning and land use, environmental review, streets, trails, utilities, water and wastewater treatment facility planning and design, public works facilities, subdivisions, and mapping and GIS. His experience includes creation and implementation of general plans, master plans, capital facility planning. He also has expertise in grant writing, project management from design through construction, creating design standards for municipalities. Over the past 25 years Shay has utilized his expertise in each of the areas to benefit West Wendover.

Darin Hawkes, P.E.  |  Principal

Mr. Hawkes’ has a vast amount of experience in various civil engineering disciplines. He specializes in difficult projects that often have space, access and/ or extreme time constraints. He has developed a reputation for being able to view a problem from multiple angles to develop a solution that works for his client. His experience ranges from pumping system design, concrete storage tanks and open reservoir design, to large concrete water storage facilities and high elevation snow-making reservoirs and dams. Many of his projects are provide as turn-key solutions for his clients with his direct involvement from conceptual design through contract administration and project close-out. As part of the AQUA team, he has lead and assisted in the completion of several System Capacity Analyses, Municipal Capital Facility Plans and large-scale Master Plans for both culinary water and wastewater. Darin’s in depth experience will provide West Wendover with optimal services.
Team Qualifications

**Justin Logan, P.E.** | Principal  
**Wastewater Collection Systems and Processing**

Mr. Logan is a Vice President and Principal at AQUA Engineering. Justin leads AQUA's efforts in water and wastewater treatment. He focuses on treatment facility planning, design and construction projects, with emphasis on providing clients effective and affordable solutions to their individual challenges. Justin has worked on more than 50 treatment facilities, developing his extensive experience with a variety of processes and equipment. His responsibilities include project master planning, facility evaluations, process development, design layout, plant configuration, design efficiency and construction drawing development of water and wastewater treatment facilities. Justin's in-depth experience in wastewater will assist the project team with all wastewater and collection systems.

**Mark Jeppsen, P.E.** | Principal, SKM Engineering  
**Electrical, Instrumentation & Controls**

Mr. Jeppsen is an electrical, instrumentation and controls engineer with 20 years of experience in power design, controls engineering, process and instrumentation design, industrial network design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration. Since 1998 SKM has been providing services to the City of West Wendover for their water and wastewater systems. In 1999-2000 SKM performed a SCADA System replacement for both systems that incorporated new radios and equipment for their well field and pipeline located 20 miles from the City. In 2011-2012 SKM provided the design engineering and integration for a new MBR facility at the Water Reclamation Facility.

**Mark Taylor** | Programmer  
**Electrical, Instrumentation & Controls**

Mr. Taylor is a programmer and field technician with experience in control systems design and integration, as well as control systems maintenance and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. In each of these areas, he has been responsible for SCADA system programming, implementation, commissioning, and maintenance. Mr. Taylor has also been responsible for operator coordination and training for many of with the City of West Wendover.

**Kenneth Baetz.** | CAD Manager  
**Drafting**

Mr. Baetz has over 24 years of experience in the design and drafting of wastewater treatment facilities, roadways, site grading, HVAC, and subdivision development. He has designed HVAC and pipe routing under flooring systems, programmed and maintained network and support of computer stations, designed schematics of power supply for the Cable TV industry and air delivery systems for commercial businesses. Kenneth’s has been involved with all drafting for the City of West Wendover projects for the past 20 years and has historical knowledge of City standards that will benefit the project team.

**Mike Fallentine** | Construction Manager  
**Construction Management & Inspection**

Mr. Fallentine has over 30 years of experience in industrial construction primarily as a project manager or superintendent on water and wastewater treatment projects. He also has extensive experience in water, chemical and refinery plant projects and heavy highway construction. Mike is an expert with construction path phasing, materials and equipment specifications, contract documents and contract administration. He oversees all financial aspects including project cash flow projections. He conducts regular coordination/progress meetings and shop drawing reviews, processes change orders, develops record drawings, observes construction techniques, oversees quality control and special inspections and enforces contract specification compliance. Mike is known for completing projects on time and within budget.
Project Understanding and Objectives

Understanding
The city encompasses just over 7 square miles and is located 120 miles west of Salt Lake City, Utah; 400 miles east of Reno, Nevada; 400 miles north of Las Vegas, Nevada. The City population is approximately 5,000 residents with an immediate area population of 7,000 which includes Wendover, Utah; Pilot Valley and Montello, Nevada. The City’s primary economic activity is related to Nevada Tourism and Gaming as well as Mining.

Scope of Services
- Preparation of Preliminary Engineering Reports (PERs)
- Project Design, Construction Management and Inspection
- Pavement Management
- Storm Water Systems
- Wastewater Collection & Processing Systems
- Reclaim (reuse) Water Collection & Distribution Systems
- Municipal Solid Waste Collection & Disposal Systems
- Water Systems including Source Development, Transmission & Distribution
- Drafting & Plan Development
- Supervisory Control & Data Acquisition Systems and Instrumentation

Preparation of Preliminary Engineering Reports (PERs)
AQUA Engineering (AQUA/SKM) is very experienced in writing Preliminary Engineering Reports (PER’s) having prepared PER’s for programs for a variety of state and federal funding agencies. The preparation of a PER considers the need for the project, its financial and practical feasibility, design options, and its impact on the environment. In West Wendover AQUA/SKM has prepared full PER’s with environmental reviews for obtaining funds through USDA Rural Development, Nevada’s SRF Program administered by various Departments of the Nevada Division of Environmental Protection (NDEP) and the U. S. Army Corps Section 595 program. AQUA/SKM knows the staff at these agencies and the program requirements to procure funding. AQUA/SKM also has a great working relationship with those in other funding programs such as CDBG, NDOT, FHWA, among others, which account for the need, feasibility and design of the project in other ways, such as part of the initial funding application. With these programs if an application is chosen for consideration the focus is on the Environmental Review (ER) as a key determinant for funding. AQUA/SKM has prepared over twenty funding applications requiring Environmental Review documents for West Wendover. AQUA/SKM keeps up to date with funding agencies through training, seminars, and conferences and makes sure to correspond with agency staff on a regular basis.

Preliminary Engineering Reports Project Experience
- Grantsville City, 2018, Capital Sewer Project Preliminary Engineering Report – Craig Neeley, Robert Rousselle, and Shay Stark
- West Wendover, 2018, Downtown Development Infrastructure Phase 1 – Environmental Review - Shay Stark
- City of Driggs, 2015, Preliminary Engineering Report for Water
Project Understanding and Objectives

System Improvements Project – Darin Hawkes and Robert Rousselle
- West Wendover, 2012, West Wendover Boulevard Enhancement Project (Phase 1) Environmental Review – Shay Stark
- West Wendover, 2009, City of West Wendover Curb and Gutter Access Project – Environmental Review – Shay Stark
- West Wendover, 2008, Phase 1 Environmental Baseline Survey: Proposed Public Works Facility, City of West Wendover, Nevada – Craig Neeley and Shay Stark
- Summit County, 2002, Preliminary Engineering Report for Lost Creek Canyon Pipeline Project – Craig Neeley and Shay Stark
- West Wendover, 2000, Preliminary Engineering Report for Water Reclamation Facility Upgrade Biosolids and Solid Waste Co-Composting Facility - Craig Neeley and Shay Stark

Project Design, Construction Management, and Inspection Project Experience

- West Wendover, 2016, Florence Way Street Improvements Project (Phase 2) – Craig Neeley, Robert Rousselle and Shay Stark
- West Wendover, 2016, Public Works Facility – Craig Neeley, Robert Rousselle and Shay Stark
- West Wendover, 2015, Shafter No. 6 Replacement Well Project – Craig Neeley and Robert Rousselle
- West Wendover, 2012, Medical Clinic Remodel Project – Craig Neeley, Mark Jeppsen, Shay Stark, and Kenneth Baetz
- West Wendover, 2008 - 2010, North Gene L. Jones Way Project Phase 1 - 3 – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2007, Well Avenue Wendover Boulevard Sidewalk Project – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2004, 2005, Pueblo Boulevard Islands Phase 1 & 2 – Craig Neeley and Shay Stark
- West Wendover, 2001, Three Mile Aluminum Tank Cover - Craig Neeley
- West Wendover, 2000, Johnson Springs Transmission Pipeline – Craig Neeley and Shay Stark

Pavement Management

AQUA/SKM Engineering works with the City to create a street master plan or capital facility plan (CFP) establishing and prioritizing street improvement projects and construction/maintenance schedules. AQUA/SKM also assists cities with the assessment of pavement conditions and provides recommendations for rehabilitation ranging from protective coatings and overlays to complete reconstruction. Currently, AQUA/SKM is helping clients
Project Understanding and Objectives

utilizing Geographic Information Systems (GIS) to assess the street improvements and maintenance.

Pavement Management Project Experience

- Bennett, CO, 2019, Capital Asset Inventory Assessment and Master Plan Update – Bob Frachetti, Darin Hawkes, Robert Rousselle, and Michael Maughan
- West Wendover, 2016, Florence Way Street Improvements Project (Phase 2) – Craig Neeley, Shay Stark, and Robert Rousselle
- West Wendover, 2012, West Wendover Boulevard Enhancement Project (Phase 1) – Craig Neeley, Shay Stark, and Robert Rousselle
- Grantsville, 2011, Grantsville Street Repair Projects 2011 – Craig Neeley and Robert Rousselle
- West Wendover, 2007, Wendover Boulevard Pavement Replacement Project – Craig Neeley and Shay Stark
- West Wendover, 2006, Butte Street Paving Project – Craig Neeley, Shay Stark and Kenneth Baetz
- West Wendover, 2004, Slurry Seal Project – Craig Neeley and Shay Stark
- Grantsville, 2001, Grantsville Street Master Plan – Craig Neeley and Shay Stark
- West Wendover, 2002, Red Garter Improvement Project – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz

Storm Water Systems

West Wendover’s climate and hydrology produces high intensity, short duration storm water runoff events that have caused flooding issues within the City in the past. AQUA/SKM has helped the City identify the basis of design associated with these storm events and design projects to convey and/or capture these storm water events.

Select Storm Water Project Experience

- West Wendover, (Current) Pueblo Boulevard Storm Drain Project – Craig Neeley and Robert Rousselle
- West Wendover, 2017, 2016 Storm Drain Project – Craig Neeley and Robert Rousselle
- West Wendover, 2016, Florence Way Street Improvements Project (Phase 2) – Craig Neeley, Robert Rousselle and Shay Stark
- Grantsville City, 2015, Stormwater Management Study for Baker and Pope Watersheds – Craig Neeley and Robert Rousselle
- West Wendover, 2012, West Wendover Boulevard Enhancement Project (Phase 1) – Craig Neeley, Robert Rousselle and Shay Stark
- West Wendover, 2012, FEMA Elevation Certificates for City Offices, Headworks Building, Montego Bay Hotel Casino, Rainbow Casino, Stateline Nugget Casino, and Wendover Concert Hall – Craig Neeley and Robert Rousselle
- West Wendover, 1999, Tibbets Stormwater Project – Craig Neeley and Shay Stark
- West Wendover, 1998, Florence Way Drainage Improvements – Craig Neeley and Shay Stark
- West Wendover, 1998, High School Drainage Improvements Project – Craig Neeley and Shay Stark

Wastewater Collection and Processing Systems

In 1991 one of the founders of AQUA/SKM was hired by West Wendover to assist in designing the City’s first mechanical Water Reclamation Facility (WRF). In recognition of the scarcity of usable water the facility was designed specifically to allow the use of the treated water as irrigation water. Since then AQUA/SKM has been involved in every upgrade and enhancement to the facility. In 2009 and 2011 as the existing plant was near capacity the Water Reclamation Facility was converted to a state-of-the-art membrane treatment system which was designed to handle the next 20 years before additional membranes would be necessary.

Just as West Wendover has been forward thinking with the water reclamation facility the collections system has been approached in a similar manner. AQUA/SKM helped facilitate this process by first working with the City to survey the existing sanitary sewer system and create accurate mapping. The system design was entered into modeling software that shows capacity problems as current flow
Project Understanding and Objectives

data is applied to the model. Based on this data and the knowledge of the system operators, a master plan was created that considers the effects of growth on the system, pinpoints deficiencies and prioritizes expansion and maintenance needs.

Wastewater Collection and Processing Systems
Project Experience

- West Wendover, 2009, West Wendover Water Reclamation Facility Upgrade Phase 1 Headworks Expansion – Justin Logan, Mark Jeppsen, Darin Hawks, Craig Neeley, Shay Stark and Kenneth Baetz
- West Wendover, 2008, Industrial Park Phase 1 – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2007, Peppermill Sewer Line Relocation Project – Craig Neeley and Shay Stark
- West Wendover, 2006, Sludge Dewatering Project – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2005, Culinary Water and Wastewater Systems Master Plan – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2004, State Line Silver Smith Utility Relocation Project- Craig Neeley and Shay Stark
- West Wendover, 2000, Water Reclamation Facility Biosolids and Solid Waste Co-Composting Facility - Craig Neeley, Mark Jeppsen and Shay Stark
- West Wendover, 2000, Water Reclamation Facility Upgrade – Craig Neeley, Mark Jeppsen and Shay Stark

Reclaim (Reuse) Water Collection and Distribution Systems

In 1992 West Wendover joined a small fellowship of U.S. communities who were reclaiming their treated wastewater for reuse as irrigation water. Scott Rogers a founder of AQUA/SKM had been interested in reuse as a partial solution to the water needs of the arid west. Stuart Powel West Wendover City Engineer/Manager asked Scott to help him make reuse a reality for West Wendover. Distribution lines were stubbed out to the Recreation District Park on Florence Way and run along the school property to the intersection of Tibbets and Pueblo Boulevard. Since the initial project AQUA/SKM has assisted the City in providing storage at the golf course and several system capacity upgrades as additional water has become available. The future for additional reuse in West Wendover depends on additional storage capacity requiring acquisition of land. AQUA/SKM looks forward to helping the City maintain and upgrade the reuse system to full utilization as the community grows.

Reclaim (Reuse) Water Collection and Distribution Systems Project Experience

- West Wendover, Current, West Wendover Yearly Nitrogen Reporting with NDEP – Craig Neeley and Robert Rousselle
- West Wendover, Current, West Wendover Reclaim Water Collection and Distribution System – Craig Neeley and Robert Rousselle
- Hyrum, 2011 Reclaimed Water Pump Station and Distribution Project – Craig Neeley, Darin Hawks, Justin Logan, Mark Jeppsen and Kenneth Baetz
- West Wendover, 2008, Water Reclamation Facility Culinary Blend Project – Craig Neeley and Mark Jeppsen
- West Wendover, 2004, Water Reclamation Facility Pond Expansion - Craig Neeley, Darin Hawks and Shay Stark
- West Wendover, 2002, Golf Course Pump Project – Craig Neeley
- West Wendover, 2000, Water Reclamation Facility Utility Water Pump Station – Craig Neeley, Mark Jeppsen and Shay Stark
- West Wendover, 1998, Toana Vista Golf Course Reuse Water Upgrade – Craig Neeley and Shay Stark
- West Wendover, 1992, Water Reclamation Project Force Main - Scott Rogers

Packet Pg. 121
Project Understanding and Objectives

Municipal Solid Waste Collection and Disposal Systems

AQUA/SKM has many years of experience assisting communities and private entities in landfill reporting and permitting. AQUA/SKM was involved in the closure of West Wendover’s Utah landfill and designed and obtained the class II solid waste permitting for the current municipal landfill. AQUA/SKM continues to assist in maintaining landfill reporting and permitting with NDEP. Craig Neeley is a certified Manager of Landfill Operations (MOLO).

Municipal Solid Waste Collection and Disposal Systems Project Experience

- West Wendover, Current, West Wendover Municipal Landfill Permitting – Craig Neeley, Robert Rousselle, and Michael Maughan
- West Wendover, 2016, Public Works Facility – Craig Neeley, Robert Rousselle and Shay Stark,
- West Wendover, 2015, West Wendover Municipal Landfill Cell Excavation Project – Craig Neeley and Robert Rousselle
- West Wendover, 2010 Solid Waste Management Grant – Craig Neeley and Shay Stark,
- West Wendover, 2006, Integrated Solid Waste Management Master Plan – Craig Neeley and Shay Stark
- West Wendover, 2006, Solid Waste Management Grant – Craig Neeley and Shay Stark
- Promontory Point, 2004, Promontory Point Landfill Class 1 Permit – Craig Neeley, Darin Hawkes and Shay Stark
- West Wendover, 2000, Landfill Storage Building, Perimeter Fence and Type Four Approach – Craig Neeley and Shay Stark
- West Wendover, 1999, Solid Waste Transfer Station – Craig Neeley and Shay Stark
- West Wendover, 1999, Utah Landfill Closure – Craig Neeley

Water Systems including Source Development, Transmission and Distribution

The City’s potable water system is expansive for its size with water conveyed through a transmission pipeline from a well field in Goshute Valley approximately 30 miles west of West Wendover. AQUA/SKM has been involved with the City to develop additional sources, repair transmission and distribution pipelines, rehabilitate storage tanks, metering and SCADA System, and install other potable water related facilities. Our experience encompasses not only West Wendover but other regions in the Western United States including treatment and injection well development. AQUA/SKM assists many water systems with conservation efforts ranging from energy conservation, tiered water rates, reclaim water use, and leak detection analysis. As with the sanitary sewer the culinary water system has been mapped, modeled and analyzed in planning efforts. AQUA/SKM has provided a full range of water rights services to West Wendover.

Water Project Experience

- Grantsville, 2019, North Replacement Well Project – Craig Neeley, Robert Rousselle, and Michael Maughan
- City of Driggs, 2018, Driggs Water System Improvement Project – Darin Hawkes and Robert Rousselle
- West Wendover, 2015, Shafer No. 6 Replacement Well Project – Craig Neeley and Robert Rousselle
- West Wendover, 2011, I80 Oasis to Pilot Peak Interchange/Safety Crossing – Craig Neeley and Shay Stark
- Hyrum, 2010, Hyrum City Water System Two Million Gallon Tank – Craig Neeley, Darin Hawks, Robert Rousselle and Kenneth Baetz
- West Wendover, 2008, Industrial Park Phase 1 – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2004, Johnson Spring Pump House Project – Craig Neeley, Mark Jeppsen, Shay Stark and Kenneth Baetz
- West Wendover, 2000, Shafer Well #5 Pump Station – Craig Neeley, Mark Jeppsen and Shay Stark,
- West Wendover, 1997 - 2005, Shafer Water Transmission Pipeline Replacement Phases 1 - 4 – Craig Neeley, Kenneth Baetz and Shay Stark
Project Understanding and Objectives

Water Rights Experience

- Oakley, 2018 - Present, Water Right Change Applications, Evaluations and Time Extensions – Craig Neeley and Robert Rousselle
- Marion Waterworks Company, 2017 - Present, Water Right Change Applications – Craig Neeley and Robert Rousselle
- West Wendover, 2015, Wendover LLC Water Rights Banking Agreement – Craig Neeley
- West Wendover, 2014 Pilot Valley Surface Water Inventory for Applications to Appropriate- Craig Neeley, Robert Rousselle
- West Wendover, 2010, Injection Well Abandonment – Craig Neeley
- West Wendover, 2010 Water Rights Diversions Right #'s 41545, 61418 and 61419 – Craig Neeley
- Elk Ridge, 2006 - Present, Water Right Change Applications and Proof of Beneficial Use – Craig Neeley
- West Wendover, 2001 Drinking Water Source Protection Plan – Craig Neeley and Shay Stark
- West Wendover, 1996 - Present, Water Right Change Applications and Proof of Beneficial Use – Craig Neeley
- Grantsville, 1994 - Present, Water Right Change Applications and Proof of Beneficial Use – Craig Neeley
- Grantsville, 1994 – Relative to the South Well and Consolidation of all Well Water Rights – Craig Neeley

Drafting and Plan Development

Planning and the use of CAD and GIS in planning efforts is paramount. West Wendover’s current CAD based digital mapping was initially created by AQUA/SKM in 1993 through 1996. Aerial photography, survey and digital topology creation services were used to create an extremely accurate map of the City. In subsequent years the map has been updated and has been used for slope analysis, conceptual design, utility mapping and numerous other beneficial uses. Along with extensive CAD expertise, AQUA/SKM’s experience includes capital improvement plans and master plans. Our planning staff provides code interpretation and preparation, development application and planning document review.

AQUA/SKM has been assisting communities in development of GIS Systems since 1999. West Wendover’s first experiences with GIS began in 1997 when zoning, property, sewer and water line location data were set up in ArcView and used to create maps related to the BSR land trade. In 2003 the City received a grant to acquire the latest GIS software package and software training for two people at the ESRI campus in Redlands California. Since then AQUA/SKM has helped maintain a GIS base that is used for emergency dispatch, addressing and other parcel data shared with Elko County and street centerline data used by NDOT to determine the allocation of road funds. AQUA/SKM is excited to help West Wendover take the next step to utilizing this powerful software to manage and maintain its capital assets.

Drafting and Plan Project Experience

- Bennett, CO, 2019, Capital Asset Inventory Assessment and Master Plan Update – Bob Frachetti, Darin Hawkes, Robert Rousselle, and Michael Maughan
- Grantsville, 2013 -Current, Capital Facilities Plan and Impact Fee Analyze Update (Potable Water System, Wastewater System, Parks, Recreation, Trails and Open Space, and Public Safety) - Craig Neeley, Robert Rousselle and Shay Stark
- Stansbury Park Improvement District, 2013, Sewer and Water Master Plan – Craig Neeley, Robert Rousselle and Shay Stark
- West Wendover, 2005 Culinary Water and Wastewater Systems Master Plan – Craig Neeley, Mark Jeppsen and Shay Stark
- West Wendover, 2002, Public Works Utility Grid Mapping – Craig Neeley and Shay Stark
- West Wendover, 2001 - Current, Standards and Specifications for Public Works Construction – Craig Neeley, Robert Rousselle, Shay Stark and Michael Maughan
- Grantsville, 2001 - Current, Grantsville Street Master Plan – Craig Neeley, Robert Rousselle and Shay Stark
Project Understanding and Objectives

Supervisory Control and Data Acquisition Systems and Instrumentation

Our expertise in power design, controls engineering, process and instrumentation design, industrial network design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration has provided the opportunity to for our team to continue to serve the City of West Wendover. Mr. Jeppsen has designed and integrated multiple potable water, secondary water, water treatment, wastewater collection and wastewater treatment systems. Design tasks include facility power, motor power and control, SCADA systems, instrumentation selection and control, process and instrumentation diagrams, communications networks and systems, control loop diagrams and descriptions. Integration tasks include control and PLC panel design and construction, PLC, OIT and HMI programming and commissioning, radio system integration and testing, instrument calibration, automated reporting systems and operator training and documentation.

SCADA & Instrumentation Project Experience

- 1998 – Present: West Wendover, NV. Electrical and Controls Engineering
- 2006 – Present: Salt Lake City, UT. Electrical and Controls Engineering
- 2004 – Present: Sandy City, UT. Electrical and Controls Engineering
- 2004 – Present: Central Weber Sewer Improvement District, UT. Electrical and Controls Engineering
- 2003 – Present: Park City, UT. Electrical and Controls Engineering
- 2003 – Present: City of Tooele, UT. Electrical and Controls Engineering
- 1999 – Present: Springville City, UT. Electrical and Controls Engineering
- 1999 – Present: Spanish Fork City, UT. Electrical and Controls Engineering
Craig G. Neeley, P.E.  | Principal

Phone: 801.631.5309  | Email: craign@aquaeng.com

As a senior principal engineer and original partner, Mr. Neeley contributes 40 years of experience in water resource and municipal engineering to the firm. His early career benefitted greatly from working on a variety of municipal water supply and irrigation projects in the engineering firm founded by his father and grandfather. In the late eighties he began working on the hydrologic and hydraulic elements of hydroelectric projects. He consulted with his first municipal client in the early nineties and has added several municipal clients through the years. His engineering and professional development focus continues to be on all aspects of water resources and municipal civil engineering.

Project Experience

**Municipal Water Rights Maintenance and Reporting**
Contract city engineer for proofs of beneficial use, applications for extensions of time, applications to change, applications to appropriate, development water rights evaluation and acquisition, water rights master plans, Preparation and filing of annual diversion/pumping reports.

**Hyrum City Water Rights Adjudication Consultation**
Review adjudication actions prepared by the state engineer for client’s water rights.

**Pilot Creek Valley, Nevada, NRS § 533.362 Inventory**
Research and field investigation to identify surface water rights and confirm flow rates.

**City of Driggs Water System Improvements**
Distribution pipelines; 12” - 11,000’, 10” - 10,000’, 8” - 11,000’ USDA Funding Development, Permitting, Engineering analysis, Design, and Project management.

**Grantsville City West Bench Pipeline**
Distribution pipeline 12” - 4,000’, Booster Pumping Station - 1000 GPM Permitting, Engineering analysis, Design, and Project management.

**Sandy City 700 East Waterline Replacement**
Distribution pipeline 8” - 5000’ Permitting and Design.

**City of West Wendover Boulevard Waterline**
Distribution pipeline 16” - 8,000’, Pressure reducing station Permitting, Engineering analysis, Design, and Project management.

**Elk Ridge City Water System Improvements**
Distribution pipeline 10” - 1400, 8” - 1400’ Permitting, Engineering analysis, Design, Project management

**Grantsville City Sewer Flow Monitoring and Projections**
Engineering Analysis Contract city engineer

**Grantsville City Deseret Peak Sewer Main and Lift Station Analysis**
Engineering analysis Contract city engineer

**Grantsville City Burmester Sewer Main**
Engineering analysis, Plan review

**Grantsville City Worthington Sewer Main**
Engineering analysis, Plan review

**Elk Ridge City Goosenest Drive Sewer Main**
Collection pipeline 12” - 2,600’ Permitting, Engineering analysis, Design, Project management

Education

B.S. Civil Engineering, University of Utah, 1981

Registration

Professional Engineer:
Utah, Nevada, Idaho, Washington

Work Experience

40 Years

Affiliations

AWWA  APWA  SWANA  ASCE  UCEA

Expertise

Development Plan Review
Master Planning
Capital Facilities Planning
Impact Fee Studies
Funding Development
Water Rights Consulting
Groundwater, Springs, Surface Water
Water Storage and Distribution
Surface Water Hydrology
Storm Water Management
Sewer Collection
Surface Streets
Solid Waste Management

Certifications

Nevada State Water-Right Surveyor
Rural Water Association of Utah
Water Rights Certification
Solid Waste Association of North America
Manager of Landfill Operations
Robert Rousselle, P.E. | Senior Project Engineer / Project Manager

Phone: 801.865.4844 | Email: robertr@aquaeng.com

Mr. Rousselle has fourteen years of experience. His early career focused primarily on commercial and residential development along with municipal improvement projects. His current focus has been on municipal civil engineering and all aspects of water resources. Mr. Rousselle works on projects starting at the funding stage all the way through construction. His primary responsibilities are proposal preparation, funding, permitting, design, construction documents, and construction management for any given project.

Project Experience

Capital Asset Inventory Assessment and Master Plan Update - Bennett, CO
Set up, collected, and input into GIS assets for the culinary water and wastewater system. Prepared wastewater collection system master plan update.

Indian Hills Water District Compliance Assistance — Indian Hills Water District, CO
Assisted Indian Hills Water District on compliance issues stemming from a 2018 sanitary survey and DOVE letter.

North Replacement Well Project - Grantsville, UT
Designed and providing construction management for 16-inch cased municipal production well (up to 1,000 gpm) including associated pipeline and well house.

Sky Hawk Municipal Well Project — Elk Ridge, UT
Designed and providing construction management for 16-inch cased municipal production well (up to 1,200 gpm) including associated pipeline and well house.

Water System Improvement Project — Driggs, ID
Prepared planning studies, environmental, permitting, design, and construction management for project which includes replacement of 7 miles of water mainlines, services, and improvements for existing wells.

Salt Lake City Water Reclamation Recovery Facility Asset Management — Salt Lake City, UT
Collected the facilities assets and helped prepare preventative maintenance tasks.

Water Right Change Applications — Elk Ridge, UT
Helped prepare water right change applications for new Sky Hawk Well.

Storm Drain Projects — West Wendover, NV
Designed and provided construction management for installation of storm drain lines, catch basins, manholes, channel drop structures, and associated improvements throughout the City.

Florence Way Street Improvements Project (Phase 2) — West Wendover, NV
Designed and provided construction management for a new half mile section of street.

Goosnest Drive Sewer Extension Project — Elk Ridge, UT
Designed and provided construction management to install a quarter of a mile of 10-inch and 12-inch gravity sewer line.

Wooden Shoe Water Company 20,000 Gallon Culinary Water Storage Tank Project — Peoa, UT
Designed 20,000 gallon rectangular buried concrete storage tank.

Wendover Boulevard Asbestos-Cement Pipeline Replacement Project — West Wendover, NV
Designed, permitted, and provided construction management to replace 1,600 LF of existing 16-inch water main and a pressure reducing valve station.

Canyon View Waterline Improvements Phase 2 Project — Elk Ridge, UT
Designed and provided construction management to replace approximately 1,030 linear feet of 8-inch water mainline with 8-inch and 10-inch water mainline.

Education

B.S. Civil Engineering, University of Wyoming, 2005

Registration

Professional Engineer:
California, Colorado, Idaho, Nevada, Utah, Wyoming

Work Experience

14 Years

Certifications

LEED Certification: LEED Certified
CSI Certification: Construction Documents Technologist
Utah Water Rights Certification

Affiliations

Utah City Engineers Association

Expertise

Development Plan Review
Master Planning
Capital Facilities Planning
Impact Fee Studies
Funding Development
Water Rights Consulting
Groundwater, Springs, Surface Water
Water Storage and Distribution
Surface Water Hydrology
Storm Water Management
Sewer Collection
Surface Streets
Solid Waste Management
Permitting
Project Manual Preparation
Project Management
Shay Stark  |  Planner - Project Manager

Phone: 801.520.1746  |  Email: shays@aquaeng.com

Mr. Stark has over 26 years’ experience in planning and municipal civil design including zoning and land use, environmental review, streets, trails, utilities, water and wastewater treatment facility planning and design, public works facilities, subdivisions, and mapping. His experience includes creation and implementation of general plans, master plans, capital facility planning. He also has expertise in grant writing, project management from design through construction, creating design standards for municipalities.

**Project Experience**

**City of Elk Ridge, Utah**
Development Review, General Plan Updates, Capital Facility Plan Creation and Updates, Mapping Services, Annexations and Ordinance Updates.

**Hyrum City, Utah**
Capital Facility Plan Creation and Updates.
Hyrum City - Capital Facilities Plan Updates – Culinary Water, Sanitary Sewer and Emergency Services.

**Grantsville City, Utah**
Development Review, General Plan Updates, Capital Facility Plan Updates, Mapping Services, Annexations and Ordinance Updates.
Grantsville City - Capital Facilities Plan Updates – Culinary Water, Sanitary Sewer and Emergency Services.
Grantsville City, UT - Street Master Plan Creation and Updates.

**City of West Wendover, Nevada**
City of West Wendover, NV - Water Reclamation Facility Plan Updates.
City of West Wendover, NV - Solid Waste Master Plan
City of West Wendover, NV - Culinary Water & Wastewater Systems Master Plan.

**Education**

B.S. Urban Planning
University of Utah, 1999

**Work Experience**

16 Years

**Expertise**

Planning Land Use and Zoning
Capital Facilities Planning
Environmental Review
Project Management
Darin Hawkes, P.E.  |  Principal

Phone: 801.450.7592  |  Email: darinh@aquaeng.com

Mr. Hawkes’ has a vast amount of experience in various civil engineering disciplines. He specializes in difficult projects that often have space, access and/or extreme time constraints. He has developed a reputation for being able to view a problem from multiple angles to develop a solution that works for his client. His experience ranges from pumping system design, concrete storage tanks and open reservoir design, to large concrete water storage facilities and high elevation snow-making reservoirs and dams. Many of his projects are provide as turn-key solutions for his clients with his direct involvement from conceptual design through contract administration and project close-out. As part of the AQUA team, he has lead and assisted in the completion of several System Capacity Analyses, Municipal Capital Facility Plans and large-scale Master Plans for both culinary water and wastewater.

Project Experience

Utah Valley University Irrigation Well
Project Elements: Sensitive campus location, submersible pitless-type well with below grade installation of discharge and control piping.

Utah Valley University Heat Exchange Wells
Open loop heat exchange wells, 20” diam. production wells, Line-shaft vertical turbine pump sytems.

Mountain Regional Water 2MG Rectangular Tank Design
Rectangular tank design, partially buried, conventionally reinforced concrete.

Promontory Ranch 1MG Concrete Tank Design
Circular tank design, partially buried, conventionally reinforced concrete, ridge-top site with difficult access.

Snowbird Snowmaking Reservoir Design
Open 10 MG lined reservoir, high altitude (10,200 msl), extreme access, blasting required, rock excavation

Snowbasin Snowmaking Reservoir Design
Open 12 MG lined reservoir, high altitude (8,700 msl), extreme access, blasting required.

Owens Corning 225Kgal Fire Storage Tank Design
Circular tank design, partially buried, conventionally reinforced concrete with fire pump station structure built integral with the tank deck.

Hyrum City, Utah - 2MG Concrete Tank
Circular tank design, partially buried, conventionally reinforced concrete, space constraints required extensive hillside shoring using soil screws and retaining mesh.

Elk Ridge City, Utah - 1MG Prestressed Concrete Tank
Circular tank design, partially buried, prestressed reinforced concrete.

Education

B.S. Civil Engineering, University of Utah, 2003

Registration

Professional Engineer :
Utah

Work Experience

16 Years

Affiliations

ASCE

Expertise

Hydro and Civil Structural Design
(Storage Tanks, Retaining Walls, Platforms, etc.)
Pumping System Design
Industrial Facility Expansion, Remodel and Retrofit
Hydraulic & Hydrologic Computer Modeling
Facility Plans & Master Plans
Water Resources Treatment
Justin R. Logan, P.E. | Principal

Phone: 801.694.4604 | Email: justinl@aquaeng.com

Mr. Logan is a Vice President and Principal at AQUA Engineering. Justin leads AQUA's efforts in water and wastewater treatment. He focuses on treatment facility planning, design and construction projects, with emphasis on providing clients effective and affordable solutions to their individual challenges. Justin has worked on more than 50 treatment facilities, developing his extensive experience with a variety of processes and equipment. His responsibilities include project master planning, facility evaluations, process development, design layout, plant configuration, design efficiency and construction drawing development of water and wastewater treatment facilities.

**Project Experience**

**City of Imperial Wastewater Treatment Plant Upgrade - Imperial, CA**
Membrane Bioreactor (MBR). Conversion of existing plant form extended aeration to a 2.4 mgd membrane bioreactor(MBR) plant capable of producing recycled water.

**City of Beaumont Water Reclamation Facility Upgrade - Beaumont, CA**
Membrane Bioreactor(MBR). Existing plant modification and expansion from extended aeration to a 6.0 mgd membrane bioreactor (MBR) plant followed by reverse osmosis to meet salt reduction requirements.

**Western Riverside County Regional Water Authority - Corona, CA**
Plant evaluation, design, and construction services for a complete plant upgrade from 8 mgd to 14 mgd, including all aspects of the treatment plant.

**Western Riverside County Regional Water Authority - Corona, CA**
Aeration upgrade adding diffusers and blowers to existing process to improve efficiency and restore capacity of oxidation ditch.

**Rexburg City Wastewater Treatment Plant - Rexburg, ID**
Fixed Film Process, UV Disinfection. Expansion and upgrade utilizing a fixed film process followed by existing oxidation ditches to bring the plant to capacity of 4.8 mgd, adding ultraviolet disinfection, and belt press facility.

**Tooele City Water Reclamation Facility, Phase 1B Upgrade - Tooele, UT**
UV Disinfection, Solar Drying, Membrane Bioreactor (MBR). Design and construction which added UV disinfection, digestion, and solar drying to the facility. Expansion and upgrade utilizing an MBR process to bring the plant to a capacity of 2 mgd.

**Las Gallinas Valley Sanitary District Recycled Water Facility - San Rafael, CA**
Pressure Membrane, UV Treatment
Design and construction services for the addition of the Recycled Water facility to the existing treatment plant. This 1.4 mgd facility, capable to 5.4 mgd, utilizes pressure membranes and UV treatment.

**West Wendover Wastewater Treatment Plant - West Wendover, NV**
Membrane Bioreactor(MBR)
Facility planning and design of upgrade to MBR system and improvements to the headworks facility, including new screening and washing equipment, HVAC, and utility water system.

**Taos Wastewater Treatment Plant Expansion and Upgrade - Town of Taos, NM**
Membrane Bioreactor(MBR)
Utilized an MBR process design to bring the plant to a capacity of 2 mgd and provide recycled water quality effluent.

**Imperial County Wastewater Treatment Plant - Imperial, CA**
Zenon Hollow Fiber Membrane System, UV Disinfection
5 mgd Zenon hollow fiber membrane system, expandable to 15 mgd. Fine screening, process tanks and biological treatment system, UV disinfection facility, RIB's, and standby power.

**Education**

**B.S. Civil & Environmental Engineering, Brigham Young University, 1998**

**M.S. Civil & Environmental Engineering, Brigham Young University, 1999**

**Registration**

**Professional Engineer:**
Utah, Nevada, Arizona, California, New Mexico, Hawaii, Idaho, Colorado

**Work Experience**

20 Years

**Affiliations**

**WEF**
**WEFTA**
**WEAU**
**ASCE**

**Expertise**

Wastewater Treatment
Pump Stations
Water Storage
Flood Control & Drainage
Mechanical Installations
Mark P. Jeppsen, P.E. | Principal

Phone: 801.735.5156 | Email: mjeppsen@skmeng.com

Mr. Jeppsen has integrated multiple control systems where he has performed the programming and commissioning such that the systems operate as designed and are simple and easy to understand and operate. He has implemented many human machine interfaces with software packages such as Allen-Bradley FactoryTalk View, GE Proficy iFix, Inductive Automation Ignition, Wonderware and others. He was worked with various programmable controllers such as Allen-Bradley, Modicon, GE, Control Microsystems, and others. He has programmed many touch screens and operator interfaces. He has expertise in replacing antiquated control systems with new systems without taking the control system down. He has installed and integrated new systems as well as expanded upon existing systems.

**Project Experience**

**Central Weber Sewer Improvement District, UT. Electrical and Controls Engineer.**
Providing electrical designs, controls upgrades and system maintenance. Managed upgrades at the plant, including upgrades for the influent pump building, utility water pump building and PLC & HMI upgrades. SKM was an integral part of the design, integration, and completion of a 60 MGD plant expansion.

**Salt Lake City, UT. Electrical and Controls Engineer.**
Providing services for various water and wastewater facilities for Salt Lake City. Overseeing the implementation of a complete control system upgrade at the 50 MGD Water Reclamation Facility which includes control panel upgrades, PLC replacements and new HMI screens. SKM has designed a new WAS thickening facility and is currently designing a new Headworks facility. Mark is the lead engineer and project manager for electrical and controls upgrades at the 20 MGD Big Cottonwood Water Treatment Plant.

**Park City, UT. Electrical and Controls Engineer.**
Providing Park City the system integration for an iron, arsenic and manganese removal process at the Spiro Water Treatment Plant. SKM provided the complete and operational SCADA System for the Quinn's Junction Water Treatment Plant, a microfiltration membrane process. This included PLC & HMI programming, custom reports and historical data gathering and startup and commissioning. SKM upgraded Park City's complete SCADA system which included their two water treatment plants and approximately 70 remote boosters, tanks, metering stations, PRV stations and well houses.

**West Wendover, NV. Electrical and Controls Engineer.**
Providing services to the City of West Wendover for their water and wastewater systems. SKM performed a SCADA System replacement for both systems that incorporated new radios and equipment for their well field and pipeline located 20 miles from the City. SKM provided the design engineering and integration for a new MBR facility at the Water Reclamation Facility.

**Sandy City, UT. Electrical and Controls Engineer.**
Provided the complete and operational SCADA System for Sandy City's Water System. SKM has provided incremental additions, improvements and maintenance including a new storm water system. The system consists of nearly 40 remote sites that consist of tanks, boosters and wells. SKM provided an HMI system upgrade for the water and storm water systems.

**City of Tooele, UT. Electrical and Controls Engineer.**
Providing electrical and controls maintenance at the City's Water Reclamation Facility. Mark was the lead electrical engineer for the design, construction and integration of a plant expansion at the Water Reclamation Facility. SKM provides electrical and controls services for the City's culinary water system.

**Springville City, UT. Electrical and Controls Engineer.**
Successfully designed and implemented the electrical and controls for two plant expansions at the Springville Wastewater Treatment Plant. The expansions consisted of a new electrical service, new SCADA system and PLC replacements. SKM provides integration and maintenance services to the City.

**Spanish Fork City, UT. Electrical and Controls Engineer.**
Upgraded the electrical and controls system for the City's primary pump station at the Wastewater Treatment Plant. The plant was expanded and Mark was the lead electrical and controls engineer for the project. He successfully implemented the electrical design for the project, oversaw the construction, and integrated the control system. A new fiber optic network was successfully installed and improved the operation and reliability of the SCADA system.
Mark Taylor, EIT | Programmer

Phone: 801.694.2599 | Email: mtaylor@skmeng.com

Mr. Taylor is a programmer and field technician with experience in control systems design and integration, as well as control systems maintenance and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. In each of these areas, he has been responsible for SCADA system programming, implementation, commissioning, and maintenance. Mr. Taylor has also been responsible for operator coordination and training for many of these projects. He has experience with many aspects of SCADA systems. He has worked with controls as simple as relay logic and PID loop controllers to complex radio controlled SCADA systems. He has worked with many programmable logic controllers including Allen Bradley, Control Microsystems, AutomationDirect Koyo, Modicon, GE, and others. He has used operator interfaces including Allen Bradley PV and PV+, AVG, C-more, Schneider Electric XBG7 Series, and others. He has worked with software packages for human machine interfaces including Allen Bradley RSView, GE Proficy iFIX (Intellution), Wonderware, and National Instruments Lookout.

West Wendover SCADA, West Wendover, NV. Programmer/Field Technician
Mr. Taylor performed all of the programming involved in upgrading the city's HMI computers for their existing SCADA system. The SCADA system includes the WWTP freshwater, waste water collections, and wastewater reuse. Mr. Taylor and SKM continue to work with West Wendover, assisting them in all of their SCADA maintenance and expansion needs.

Sandy City SCADA, Sandy, UT. Programmer
Mr. Taylor programmed the PLCs, the HMI computers, and the operator interfaces for the city's entire freshwater system. This included reporting, monitoring, alarming, and full system control. The project involved over 40 remote sites. Mr. Taylor was also responsible for operator training and commissioning. SKM and Mr. Taylor are under contract with Sandy for SCADA system support and expansion.

Toana Vista Golf Course SCADA, West Wendover, NV. Programmer/Field Technician
Mr. Taylor programmed the PLCs, designed the PLC panels, and programmed the HMI computer. This included reporting, monitoring, alarming, and system control. The project involved interfacing with the existing SCADA system at the wastewater plant to pump water to the golf course for water feature/irrigation purposes.

Magna WWTP SCADA, Magna, UT. Programmer/Field Technician
Mr. Taylor programmed the PLC and operator interface for part of the plant that was being upgraded, and then did all of the programming involved in upgrading the entire plant's existing HMI. He was also responsible for commissioning and operator training. Mr. Taylor and SKM maintain the plant's SCADA and controls, and are under contract to perform programming on upcoming additions.

Kenneecott Daybreak SCADA, South Jordan, UT. Programmer
Mr. Taylor programmed the HMI computer. This included reporting, monitoring, alarming, and system control. He also picked up where a previous control system integration company had left off, and worked with the system operators to successfully commission the entire automatic control system. Mr. Taylor and SKM are currently under contract with Daybreak to maintain and expand their SCADA system.

Moroni WWTP SCADA, Moroni, UT. Programmer
Mr. Taylor programmed the PLC and HMI computer for the entire WWTP facility. This included reporting, monitoring, alarming, and system control as well as commissioning and operator training. Mr. Taylor and SKM are currently under contract with Moroni to maintain and expand their SCADA system.

Mountain Regional Water SCADA, Summit County, UT. Programmer
SKM designed a new SCADA system for the district that included all of the water distribution, raw water collection, and treatment. Mark assists in maintaining the system.

Pureflow Filtration Systems, Whittier, CA. Programmer
Mr. Taylor has programmed several PLCs and operator interfaces for Pureflow Filtration System's proprietary freshwater filters. These projects often involved interfacing with existing SCADA systems and coordinating with other control system integrators, as well as system operators. SKM and Mr. Taylor are currently working with Pureflow on several new projects in several different states.
Michael Maughan, Project Engineer

Phone: 801.874.5424   |  Email: michaelm@aquaeng.com

Mr. Maughan has 2 years of experience working as a project engineer. His current focus has been municipal civil engineering and water resources. Mr. Maughan works and assists on projects from permitting to construction. His responsibilities include permitting, site design such as grading and utilities, construction documentation, assisting with construction management, hydrologic and hydraulic modeling, project manual and specifications preparation, and engineering estimating.

Project Experience

**Capital Asset Inventory Assessment and Master Plan Update – Bennett, CO**
Collected GIS assets for the culinary water system. Prepared water collection system master plan update.

**North Replacement Well Project – Grantsville, UT**
Designed associated pipeline and well house for new 16-inch cased municipal production well (up to 1,000 gpm).

**Western Zirconium Plan Area 16 Ammonia Platform – Ogden, UT**
Designed steel tank platform.

**Fly Ash Landfill Storm Water Infrastructure Analysis – Helper, UT**
Determined storm runoff and baseline capacities of the completed storm water infrastructure at base of Panther Canyon to determine if the storm water infrastructure was sized adequately for a 100-yr storm event.

**JSSD-PCMC Deer Crest Pump Station – Park City, UT**
Prepared cost analysis, environmental, permitting and design for new booster pump station and pipeline.

**Quirk Street Sidewalk Project TAP 2017 – Grantsville, UT**
Designed new sidewalk and ADA accessible ramps between Cherry and Durfee Street.

**Water Improvement Project – Hyrum, UT**
Prepared planning studies, permitting and design for project which includes replacement/addition of 2,300 ft of water line, services, storm drain sum upgrade and 1,100 feet of storm drain pipe.

Education

**B.S. Civil Engineering,**
Utah State University, 2016

**M.E. Civil Engineering,**
Utah State University, 2016

Registration

EIT

Work Experience

2 Years

Expertise

- Capital Facilities Planning
- Water Storage and Distribution
- Surface Water Hydrology
- Storm Water Management
- Sewer Collection
- Permitting
- Project Manual Preparation
- Development Plan Review
Ms. Garvin joined AQUA in 2012 with a background in civil/environmental engineering. Her experience with AQUA includes feasibility studies for both municipal and industrial wastewater treatment upgrades, local limit and pretreatment evaluations and document developments, and pretreatment designs for local industrial wastewater. Her responsibilities include facility planning, development of processes, plant configuration, process layout, and construction drawing development. She is also tasked with specifying, procuring, and expediting major owner furnished equipment. She currently is tasked with responsibilities on several major projects including the Provo City, UT headworks HVAC project, Wasatch Resource Recovery Project, and several projects with local industries.

**Project Experience**

**Salt Lake City Headworks Upgrades**  
Design of screenings building at the influent pump station

**Provo City Wastewater Treatment Facility**  
Upgrading existing headworks building and ABI pump station building

**Mountain Green Wastewater Treatment Lagoons – Mountain Green, UT**  
Facility Planning / Impact fee development.

**City of Las Vegas Wastewater Treatment Facility - Las Vegas, NV**  
Corrosion control project that includes a new sodium hypochlorite expansion, multiple upgrades through the plant.

**Western Riverside County Regional Water Authority, CA Expansion Plan.**  
Evaluated feasible options for expanding the facility capacity from 8 mgd to 12 mgd.

**Fort Shafter Flats, HI – Pump Station Conversion.**  
Planning and preliminary design for the conversion of the existing pump station to a 2 mgd membrane facility to produce reuse quality water.

**Salt Lake City Wastewater Treatment Facility - Salt Lake City, UT**  
Design of new thickening facility for Salt Lake City.

**Provo City Wastewater Treatment Facility - Provo, UT**  
Expansion of sludge dewatering facility including a new building, centrifuge, and upgrades.

**Logan City Wastewater Lagoon Algae Biofuel Project**

**Wellsville City Wastewater Lagoon Treatment Analysis**

**Education**

**B.S. Environmental Engineering,**  
Utah State University, 2009

**M.S. Environmental Engineering,**  
Utah State University, 2012

**Registration**

**Professional Engineer:**  
Utah

**Work Experience**

7 Years

**Affiliations**

WEAU  WEF

**Expertise**

Permitting  
Wastewater/Treatment  
Water Treatment  
Wastewater Reuse  
Mechanical Installations  
Lagoon Treatment  
On-Site Treatment
Kenneth Baetz  |  CADD Manager

Phone: 801.598.5061  |  Email: kennethb@aquaeng.com

Mr. Baetz has over 24 years of experience in the design and drafting of wastewater treatment facilities, roadways, site grading, HVAC, and subdivision development. He has designed HVAC and pipe routing under flooring systems, programmed and maintained network and support of computer stations, designed schematics of power supply for the Cable TV industry and air delivery systems for commercial businesses. For the past 11 years, he has been employed as a senior designer/drafter with AQUA Engineering. Previously he worked for Daw Technologies, Salt Lake City, Utah as an Industrial Designer; Cambric, Inc., Draper, Utah, as a senior drafter; Dumbauld and Associates, Phoenix, Arizona, as a drafter and supervisor.

### Project Experience

- **Western Riverside County Regional Wastewater Authority**
  14.0 mdg plant expansion (under construction).

- **Western Riverside County Regional Water Authority, CA**
  Aeration Upgrade adding diffusers and blowers to the existing process to improve efficiency and restore capacity of oxidation ditch.

- **City of Driggs WWTP Expansion - Driggs, ID**
  Utilized an Aquarius MSABP process to bring the plant to a capacity of 2 mgd.

- **Rexburg City WWTP Expansion - Rexburg, ID**
  Utilized a fixed film process followed by existing oxidation ditches to bring the plant capacity to 4.8 mgd, added ultraviolet disinfection and a new screw press facility.

- **Heber Valley Wastewater Treatment Facility - Heber, UT**
  Expand treatment facility from 2 mgd to 4 mgd by installing a new STM Aerotor treatment system utilizing RIB for wastewater disposal.

- **2City of Las Vegas Wastewater Treatment Facility - Las Vegas, NV**
  Corrosion control project which includes a new sodium hypochlorite expansion and multiple upgrades throughout the plant.

- **City of West Wendover Water Reuse Facility - West Wendover, NV**
  Converted an activated sludge plant to an MBR plant which added capacity to 2 mgd.

- **Las Gallinas Valley Sanitary District, CA Recycled Water Facility**
  Added membrane and UV disinfection treatment to produce title 22 water at the existing WWTP.

- **Town of Taos WWTP Expansion - Taos, NM**
  Added an MBR process to bring the plant to a capacity of 2 mgd.

- **Town of Mancos WWTP Expansion - Mancos, CO**
  New Aquarius MSABP process to bring the facility to a capacity of 400,000 GPD.

- **Tooele City WWTP Expansion - Tooele, UT**
  Expanded plant from 2mgd to about 4mgd in two phases. Second Phase included sludge screw presses solar drying, shade building and UV disinfection.

- **Orem City WRF Expansion - Orem, UT**
  Remodel and expansion of the activated sludge (oxidation ditch) facility, added nutrient removal, ultraviolet disinfection, reuse, thermophyllic digestion brought capacity to 13.5 mgd.

- **Provo City Wastewater Treatment Facility - Provo, UT**
  The expansion of the sludge dewatering facility including a new building, centrifuge, and associated upgrades.

- **Spanish Fork City Wastewater Treatment Facility - Spanish Fork, UT**
  Biosolids expansion and installation of a new 2 meter belt press facility.

- **Jerome City Wastewater Treatment Plant Upgrade - Jerome, ID**
  Expansion and Upgrade utilizing an MBR process. Included several phases to bring the plant to a capacity of 4.5 mgd.

- **Chino Valley Water Reclamation Facility - Chino Valley, AZ**
  New 0.5 mgd MBR facility using Kubota membranes

### Education

- **Architectural Drafting and Computer Drafting**, Phoenix Institute of Technology
- **Computer Drafting Design**, Glendale Community College
- **Computer Drafting Design**, Salt Lake Community College

### Work Experience

- **24 Years**

### Expertise

- AutoCAD
- Microstation
- Mechanical Design
Cody Lister | Design/Drafter
Phone: 801.589.5525 | Email: codyl@aquaeng.com

Mr. Lister has an extensive background in construction, including framing, structural concrete, and surveying. His civil design experience is broad based with many projects in water/wastewater and municipal solids handling systems. Water system design projects include wells, booster pump stations, and distribution systems. His experience in wastewater treatment includes all aspects of design for Membrane Bioreactor (MBR), bio-solids, dewatering systems, clarifiers, aeration systems, dissolved air flotation systems, lift stations, and process piping. He has also participated in numerous designs for landfill covers and composting operations.

**Project Experience**
- Chino Valley, Arizona MBR Facility Design
- Driggs, Idaho Sewer Treatment Plant Design
- Blue Mountain Energy Recovery Project
- Western Zirconium, Utah – Pickling Building Design & Const.
- WRCRWA, California – Wastewater Reclamation Plant Expansion
- Las Gallinas Valley, California Sanitary District Water Treatment Facility
- Heber Valley, Utah WWTP
- Westinghouse, Utah – Building Design & Construction
- Las Vegas Water Reclamation Corrosion
- Tooele WRF Upgrade
- San Felipe, New Mexico – Water Reclamation Facility MBR
- Hyrum, Utah – E.A. Miller Wastewater Treatment SBR Upgrade
- Skyline Corp. Cliffs, Idaho - Wastewater Treatment Plant
- Pa-ako, New Mexico – Water Reclamation Facility MBR
- Wolf Creek, Liberty, Utah – Water Reclamation Facility MBR
- Spanish Fork, Utah – STM-Aerotor and Thickener Addition
- Hyrum, Utah – Wastewater Treatment Facility Upgrade MBR
- Jerome, Idaho – Wastewater Treatment Plant Facility MBR
- Jerome, Idaho - Water Reclamation Facility Upgrade
- Class I Landfill Permit Application, Tooele County Department of Solid Waste, Utah

**Education**
- Dixie College, UT – Architectural Drafting and Surveying
- ITT Technical Institute, AAS, Computer Aided Drafting Technology

**Work Experience**
- 19 Years

**Expertise**
- Water/Wastewater Design
- AutoCAD
- Architectural Design
Rate Schedule

AQUA Engineering, LLC (Civil Engineering)

Senior Principal Engineer ............................................................... $130/hr
Project Engineer III ....................................................................... $120/hr
Project Engineer II ........................................................................ $110/hr
Project Engineer I ......................................................................... $95/hr
Planner ......................................................................................... $90/hr
CAD Designer III ........................................................................... $90/hr
CAD Designer II ............................................................................ $80/hr
CAD Designer I ............................................................................. $75/hr
Clerical ......................................................................................... $55/hr
Local Resident Inspector ..................................................... $55/hr
Const. Management Oversite I ..................................................... $100/hr
Const. Management Oversite II ..................................................... $90/hr

SKM Engineering, LLC (Electrical Engineering)

Electrical Principal Engineer ............................................................ $140/hr
Project Engineer III ....................................................................... $130/hr
Electrical Engineer II ..................................................................... $120/hr
Electrical EIT I .............................................................................. $105/hr
Clerical ........................................................................................ $55/hr

Additional expenses will be handled in the following manner:

Mileage: IRS per mile rate for vehicles not rented
Printing Costs: Pass through at cost for project documents
Sub-Consultants: Pass through at cost, no mark-up
References

Client: Mountain Regional Water Special Service District
Contact: Scott Morrison, General Manager
Phone: (435) 940-1916 Email: scottm@mtregional.org
Address: 6421 N. Business Park Loop, Suite A, Park City Utah 84098

Client: City of Hyrum, Utah
Contact: Ron Salvesen, City Administrator
Phone: (435) 245-6033 Email: rsalvesen@hyrumcity.com
Address: 60 West Main, Hyrum, Utah 84319

Client: Elk Ridge City
Contact: Ty Ellis, Mayor / Royce Swensen, Recorder
Phone: (801) 423-2300 Email: mayor@elkridgecity.org
Address: 80 East Park Drive, Elk Ridge, Utah 84651

Client: Grantsville City
Contact: Brett Marshall, Mayor
Phone: (435) 884-3411 Email: bmarshall@gransvilleut.gov
Address: 429 East Main Street, Grantsville, Utah 84029

Client: Driggs, Idaho
Contact: Jay Mazalewski, P.E., Public Works Director
Phone: (208) 354-2362 ext. 2115 Email: jmaz@driggsidaho.org
Address: 60 S. Main Street, Driggs, Idaho 83422

Other Relevant Information & Exceptions

As noted in our cover letter, AQUA has had the opportunity to grow with the City of West Wendover for over 27 years. We feel we have the historical knowledge and passion for the City to continue to provide exceptional professional engineering services.
Memo

From: Anna Bartlome  
To: 

Date: 07/16/2019

Re: Discussion and Decision to Approve the City of West Wendover Five Year Capital Improvement Projects Plan (2019-2024) 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: 7/11/2019
Re: Agenda – July 16, 2018         2019 Five Year Capital Improvement Plan

Mayor/Council:

Attached is the proposed 5 Year Capital Improvement Plan for the City of West Wendover. The plan is nearly identical to the plan from last year with the following changes:

1. The addition of the Johnson Springs Transmission System PCCP Pipeline Replacement Project. This project is shown as Item No. 10. The project was placed in the CIP in the 2021-2022 year based upon likely availability of SRF fund via a loan/grant which could be used for the project.

2. All project costs were updated to reflect escalation in costs. For projects under $500,000 the most common escalation was 15% and for projects over $500,000 the escalation was 5%. The coast escalation percentages were determined based upon what the City Engineer was seeing in other project costs in our region over the last year.

3. The Air Force Land Acquisition which is shown as Item No. 6 now had a check mark which indicates the project is in process of completion. In previous CIP’s I did not denote as such given the timeline for completion was not clear. Now, based upon the funding BLM has received to complete their environmental review on Phase 1, we have a more clear timeline which would place the project completion in FY2021.

For those who are for the first time reviewing the CIP document, it may seem like a mountain to climb in regards to the listed projects (37 project over 10 pages) including the costs which in total run in the 10’s of millions of dollars but rest assured most of the plan is aimed at “planning” for the future. For those who have been through this process multiple times, this memo will be a repeat… boring 😊
The reality of the CIP is that the first two years of the plan contain those projects which are already underway and part of a previously adopted CIP or they are projects that are nearing a phase for construction and or design and funding. Once you pass the first two years of the plan, the remaining three years are outward projects which are part of our overall plan in relation to the goals the city sets with regards to public facility and infrastructure improvements. These projects are born out of our master planning efforts such as the Streets Master Plan and or Community Facility Plans. The projects are developed, analyzed, reviewed and listed so that we can prepare capital expenditures and that I have a basis in which to seek funding for projects. In seeking funding it is paramount to have projects presented which have been through some planning process and have been included on a CIP. Otherwise such projects are put to the bottom of a pile by a reviewing agency or, they are round filed from the outset because it shows lack of planning or preparedness for the request.

For West Wendover, we have a long history of doing things well with regard to funding avenues and planning is an integral part of this. Thus, for example, when I present a project to a funding agency I can lay out the planning aspects and need as well as that it has been initially analyzed for costs and how funding might be put together to accomplish the project.

A great example is the Phase 1 Downtown Development Infrastructure Project. This project is tied all the way back to the Downtown/City Center Master Plan that began in 1999/2000. Additionally it has been part of our long-term Street Master Plan and CIP. When I applied for the CDBG funds as well as going to USDA for a loan to fund the project (granted we haven’t actually broke ground yet), I did so with planning documents in hand which had been adopted and used by the city for many years. If such plans had not been in place, the project would have been considered a project that is instantaneous or “on the fly” (meaning projects that have not received any planning, evaluation or included in a CIP) and are thus considered not ready for funding. In my experience virtually all agencies whether state or federal will not consider such projects unless it fall into an emergency category, such as funds being sought from FEMA for natural disasters. And even then it is no guarantee that you will get such funds… just ask Wells, Nevada what happened after the earthquake in 2008. No FEMA funds were granted because the earthquake and scale of damage didn’t meet their minimum threshold for an event.

When reviewing the list keep in mind a few things related to funding, especially grant funds which can often times be misunderstood by the general public; for some of you this may be information you already know.

- Grant funds are project type specific. Thus, you are not awarded lumps sums of money to spend on anything you want, the funds are required for a specific project that an agency has awarded the funds to be used for. Agencies have specific funding programs they operate within which are in most all cases funded through the federal government and those programs have specific purposes or goals with regards to the types of projects to be awarded.

- Some capital projects which we would like to be able to complete with grant funds, we are not able to because there are no or limited public grant programs available for those types of projects. An example of this would be building an urgent care medical center. Most of the time medical facilities are funded by private grants/philanthropists who want to use their money for some type of community purpose that they feel strongly about. The last grant that I was able to obtain for physical upgrades to the West Wendover Clinic that included upgrading the X-ray machine, modifying some of the exam rooms and adding on a new waiting area with modified service counters was a discretionary grant of about $350,000+ through the Department of Health & Human Services. And, the only reason we got the grant is that it was a discretionary grant funded through an “earmark” by Senator Harry Reid who wrote it into the HHS authorization legislation on our behalf. Since that time, Congress has actually abolished the use of earmarks by its Members. However, if any of you ever run across what you think is
a legitimate grant that is for such purposes, please send it my way as I don’t see everything that comes along.

- Sometimes in our planning, though it may seem far-fetched or way out there, a grant will pop up that is specific for a particular type of project and voila, a connection is made and we have an opportunity to pursue something on our CIP that may have been further down the list but now can be moved up due to a funding source.

An example of this would be the Community Center Master Plan completed in 2009, which was done with a private grant from the DW Reynolds Foundation. Fortunately for the City we had already done a preliminary community center/downtown area master plan which was adopted in 2001. That plan provided a location and basic layout for such a facility. When we were asked to submit for a planning grant with DW Reynolds (as it was by invitation only), it was an easy case to make that we were ready to do that project and, in the end, the Foundation saw it that way as well and awarded us $80,000. Though their capital grant program dried up at the time we were doing the planning work, we were able to complete the community center plan and we now have it ready and available when the time ever comes to move forward with actually constructing the facility. The end product for the $80,000 is a good several hundred page assessment of the need, public participation, costs and architectural layout and concept drawings of what the center would look like. The center would house a new library, a full senior center, community meeting spaces and even a small coffee shop all located on the 40 acre parcel south of Wendover Will that you see today as open space. This facility had a construction cost in 2009 dollars of approximately $9.5 million.

The curb returns on each side of Wendover Will (south side of Wendover Boulevard) which lead into that property are for the street that will service the Community Center and related area. That street is named “South” Gene L. Jones Way. The City Hall is located on “North” Gene L. Jones Way.

Once projects are completed they are removed from the list. This past year we have not removed any projects as they are still in process. The in process projects by item number are:

No. 1 – Acquisition of BLM Land for City Center/Downtown

No. 2 – City Downtown Area Infrastructure Phase 1

No. 3 – New Fire Station Facility

No. 4 – West Wendover Storm Drainage Improvements (Pueblo Blvd)

No. 6 – Acquisition of Air Force Property, Phase 1

With your approval of the CIP, Debbie will then use the CIP as part of the Debt Management Plan which is also on the agenda for approval. That is then submitted to the Debt Management Commission and State Department of Taxation for approval.

As always if you have any questions please do not hesitate to let me know.
### CITY OF WEST WENDOVER

**FIVE YEAR CAPITAL IMPROVEMENT PROJECTS PLAN**

**FISCAL 2019-2020 thru 2023-2024**

By Priority

√ Denotes Project process, engineering design and/or construction underway.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Project Description</th>
<th>Cost (in thousands)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ACQUISITION OF BLM LAND FOR CITY CENTER/DOWNTOWN DEVELOPMENT</td>
<td>$1,750,000</td>
<td>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. <strong>Progress Report:</strong> BLM process for fee simple title in process with transaction completion estimated for November 2019. Funding by General Fund, Bond Issuance and/or Public – Private Partnerships. FY 2019-2020</td>
</tr>
<tr>
<td>2.</td>
<td>CITY DOWNTOWN DEVELOPMENT AREA INFRASTRUCTURE PHASE 1 – TOTAL COST</td>
<td>$3,415,000</td>
<td>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 complete streets design as well as related utility infrastructure which will service the Phase 1 area which will contains approximately 60-80 acres of land for development. <strong>Progress Report:</strong> Conceptual design completed, grant award from Nevada CDBG for $525,000. USDA has obligated loan funds for the project. Expected completion by June 2020. Funding by City bond/financing (USDA 2019), Nevada CDBG grant. FY2019-2020</td>
</tr>
<tr>
<td>3.</td>
<td>FIRE STATION FACILITY – COST</td>
<td>$7,206,800</td>
<td>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. <strong>Progress Report:</strong> Conceptual design complete, USDA funding loan obligation in place. Awaiting completion of land purchase with BLM. Project completion estimated December 2020. This project to be funded through City bond/financing (USDA long-term loan) FY 2019-2020</td>
</tr>
</tbody>
</table>
4. **WEST WENDOVER STORM DRAINAGE IMPROVEMENTS (PHASE 3) – COST ($100,000).** During calendar 2014 and 2015 the City experienced some severe flooding events which 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 which includes the creation of a storm water detention basin along Pueblo Boulevard east of Alpine Street.

*Progress Report: Phase 1 and 2 projects complete Phase 3 projects design, completing easement acquisition for detention basin construction completion estimated as March 2020. Project funding through Street Funds associated with RTC Medium Term Obligation completed by City in 2016 and private funds through Wells Rural Electric Company, an adjacent land owner. Land for location of detention basin being granted by Peppermill Properties. FY 2019-2020*

5. **WEST WENDOVER STREET REHAB PROJECTS (PHASE 3) – COST ($336,000).** The 2020-2021 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. FY2020-2021*

6. **ACQUISITION OF AIR FORCE PROPERTY PHASE 1 (PORT OF WEST WENDOVER) INCLUDING ANNEXATION – COST ($70,000).** 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 has initiated the necessary cultural process to complete the NEPA clearances. BLM estimates that Phase 1 conveyance should occur in the 2021 calendar year. 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 2020-2021*
7. **INTEROPERABILITY, POLICE, POLICE DISPATCH AND EMERGENCY SERVICES TOWER/MOBILE DATA – COST ($575,000)**

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 CDBG and Public Safety Grants. FY 2021-2022

8. **WATER LINE EXTENSION AND UPRR CROSSING, SECTION 16 & 17 – COST ($202,000).**

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.

*Progress Report:* Line interconnection completed as part of Florence Way Phase 2 in 2016. Engineering design complete, permit with UPRR ready for submittal. Project funding through Water Fund. FY 2021-2022

9. **INSTALL NEW 10” RE-USE LINE FROM WASTE WATER FACILITY TO TOANA VISTA GOLF COURSE STORAGE FACILITY – COST ($1,700,000).**

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 2021-2022

10. **JOHNSON SPRINGS TRANSMISSION SYSTEM, PRESTRESSED CONCRETE CYLINDER PIPE (PCCP) PIPELINE REPLACEMENT PROJECT – COST ($1,750,000).**

The PCCP Replacement Project replaces 5,100 feet of 24-inch prestressed concrete cylinder pipe installed in the late 1970’s as part of the potable water transmission pipeline that delivers drinking water from the Goshute Valley to the Cities of West Wendover, Nevada and Wendover, Utah. The pipeline has reached its useful service life as evidenced by recent leaks and assessment of the condition of the pipe where it has been exposed for repair. PCCP installations in the U.S. have proven to be problematic due to a shorter than expected service life and the fact that this pipe is extremely difficult to repair. Steel wire prestressing failures propagate rapidly, leading to subsequent failure of the thin-shell steel cylinder, resulting in leaks and eventual sectional failure. Leaks and the high probability of sectional failure create public health concerns due to potential exposure of drinking water to contamination and significant, long-term disruption of the community water supply. In addition, this portion of the transmission pipeline crosses the Union...
Pacific Railroad and any failure that impacted rail operations would subject the cities to significant financial risk.

Progress Report: Preliminary Engineering Report completed, Pre-application has been filed with NDEP and the project has been included in the NDEP Drinking Water Priority List matrix. Funding would be NDEP Drinking Water Program Loan/Grant. FY 2021-2022

11. SYCAMORE WATERLINE RELOCATION PROJECT – COST ($725,000).
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 2021-2022

12. SYCAMORE WAY WATER CONNECTION PROJECT – COST ($75,000).
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 2021-2022

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 2022-2023

14. WEST WENDOVER MULTI MODAL ENHANCEMENT PHASE 2 – WELCOME CENTER MULTI MODAL TRANSPORTATION HUB – COST ($1,575,000).
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 2022-2023

15. INFRASTRUCTURE NORTH INTERSTATE 80 EXIT #410, PHASE 2, LEPPI HILLS BLVD & OTHER – COST ($3,900,000).
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 2022-2023

16. **ACQUIRE AERIAL PLATFORM CLASS 1 ENGINE 2000 GPM – COST ($625,000).**

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 2022-2023

17. **SIDEWALK REHABILITATION PROJECT VARIOUS LOCATIONS – COST ($210,000).**

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 2022-2023

18. **CONSTRUCT NEW ANIMAL SHELTER – COST ($675,000).**

The current Animal Shelter 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. Current WendRover Pet Group has joined with the City in exploring new avenues for such a 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 2022-2023

19. **PUBLIC PARK IMPROVEMENTS, 3-ACRE TIBBETS BOULEVARD – COST ($600,000).**

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 2022-2023

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20. WASTE WATER SOLAR ARRAY – COST ($460,000).
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 2022-2023

21. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 1 (N. GENE L. JONES WAY TO US93A) – COST ($5,050,000).
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 2023-2024

22. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 2 (AIRPORT TERMINAL IMPROVEMENTS) and REGIONAL AIR SERVICE DEVELOPMENT – COST ($2,450,000).
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 possible through direct legislative funding by the State.

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 2023-2024

23. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 3 (NEVADA/UTAH STATE LINE) – COST ($1,290,000).
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 2023-2024

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24. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 4 
(FIRST STREET, MORIAH AVENUE, SOUTH TO AIRPORT TERMINAL – 
WENDOVER, UTAH) – COST ($2,575,000).
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 2023-
2024

25. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 5 
(FIRST STREET, MORIAH AVENUE, NORTH TO WENDOVER BOULEVARD – 
WENDOVER, UTAH) – COST ($2,375,000).
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 2023-
2024

26. WENDOVER REGIONAL MULTI MODAL ENHANCEMENT PROJECT PHASE 6 
(US93A EAST TO NEVADA/UTAH BORDER) – COST ($4,565,000).
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.

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 and USDOT Funding Programs in addition to Private Funding. FY 2023-2024

27. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA 
GRADE INTERCHANGE PHASE 1) – COST ($1,375,000).
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 2023-2024

28. LEPPY HILLS TRAILS ADDITION (EXPANSION OF EXISTING TRAIL SYSTEM) – 
COST ($895,000).
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 2023-2024

29. CITY PUBLIC FACILITIES (MEDICAL, EDUCATIONAL, AMPHITHEATER, PARKS, ENTERTAINMENT, TOURISM AND COMMERCIAL RELATED (PHASES 2 PLUS) – TOTAL COST ($20,225,000).
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 2019 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 2023-2024

30. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA GRADE INTERCHANGE PHASE 2) – COST ($1,325,000).
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 2023-2024

31. REHABILITATION OF WENDOVER BOULEVARD (PUEBLO BOULEVARD TO OLA GRADE INTERCHANGE PHASE 3) – COST ($1,200,000).
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 2023-2024

32. INFRASTRUCTURE NORTH INTERSTATE 80 EXIT #410, PHASE 3 – COST ($750,000).
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 2023-2024

### 33. ACQUISITION OF AIR FORCE PROPERTY PHASE 2 (PORT OF WEST WENDOVER) INCLUDING ANNEXATION– COST ($6,300,000).

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. Phase 2 would include approximately 9,000 additional acres of that Air Force Property. The City has adopted plans for the enlargement of its boundaries which will incorporate these properties as well as other private property under ownership of Wendover Project LLC located adjacent U.S. Highway 93A and south of the existing city limits. The new city Limits would incorporate some 22,000 acres.

**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 completing their cultural review and related NEPA process for Phase 1 conveyance which includes approximately 6,000 acres. The conveyance is estimated to take place in 2021. 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 and land use plan which also includes properties (approximately 5,000+ acres) owned by Wendover Project LLC located adjacent and south of the existing city limits. Funding by the Federal Government, General Fund and Private Funding. FY 2023-2024

### 34. INFRASTRUCTURE PUEBLO BOULEVARD/TIBBETS BOULEVARD EXTENSIONS – COST ($8,300,000).

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 2023-2024

### 35. PORT OF WEST WENDOVER, PHASE 1 INFRASTRUCTURE – COST ($14,700,000).

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 2023-2024

### 36. FLORENS WAY UPGRADE AND RELOCATION (SOUTH FLORENCE WAY) PHASE 4 (LAGUNA DRIVE WEST 3,000 FEET) – COST ($1,900,000).

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 2023-2024**

37. ANNEXATION OF BLM PROPERTY – COST ($525,000)
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 2023-2024**

<End>
Memo

From: Anna Bartlome
To: 

Date: 07/16/2019

Re: Discussion and Decision to Approve the City of West Wendover Debt Management Policy for Fiscal Year 2019-2020 and Other Matters Appropriately Related Thereto

See the attached information.
City Of West Wendover
Chief Financial Officer

1111 N. Gene L. Jones Way
P.O. Box 2825
West Wendover, Nevada 89883
Telephone: 775-664-3081
Fax: 775-664-3720

Memo

To: Mayor and Council
From: Debbie Sanchez
Date: 7/12/2019
Re: Debt Management Policy FY2019-2020

Mayor and Council,

Please find attached the Debt Management Policy for your review. This policy is to be approved by the council before submission to the Elko County Debt Management Commission on August 1, 2019. The policy will be reviewed by the Commission and discussed at the Commission meeting on August 22, 2019. The policy in general describes the City's outstanding debt and how it is recorded and paid, as well as anticipation of any additional debt.

Also attached is the Indebtedness Report. The majority of our debt is the form of Revenue Bonds, which are associated with enterprise funds (Water, Sewer, Garbage/Compost). The funding of that debt comes from the revenues received from the services provided with those utilities.

The City also has an outstanding capital lease from 2018 for the purchase of the Caterpillar Wheel Loader. The lease will be paid off in FY2023.

The final section is the Five Year Capital Improvement Plan in table format, as required by the State, pulled from the Capital Projects report that Chris has prepared.

Please let me know if you have any questions regarding the Debt Management Policy and/or the Indebtedness Report.

With that, staff recommends that the Council approve the West Wendover City Debt Management Policy for Fiscal Year 2019-2020.
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) (c), the name and address of the City's Chief Financial Officer is:

Debbie L Sanchez
Chief Financial Officer
P.O. Box 2825
West Wendover, Nevada 89883
(775) 664-3081
dsanchez@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, 2019 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, 2019.

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 2018-2019 of $140,812,597, the City’s debt limit for general obligations is $42,243,869.

The following table illustrates the City's current general obligation debt in relation to the City’s fiscal year 2018-2019 statutory debt limitation:

<table>
<thead>
<tr>
<th>Statutory Debt Limitation</th>
<th>$42,243,869</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding General Obligation Indebtedness</td>
<td>$0-0-</td>
</tr>
<tr>
<td>Plus: Possible Future Ad Valorem Supported Bonds</td>
<td>$0-0-</td>
</tr>
<tr>
<td>Additional Statutory Debt Limitation</td>
<td>$42,243,869</td>
</tr>
</tbody>
</table>

General Obligation Debt per Capita (NRS 350.013):

The official West Wendover population is 4,406, as certified by the State of Nevada Department of Taxation in their published Final Population Worksheet that was prepared for use in 2019-2020 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 FY2019-2020 (NRS 350.013):

The City is planning to issue General Obligation (Limited Tax) Water Bonds (Additionally Secured by Pledged Revenues) Series 2019, in the amount of $2,190,171, for the purpose of refunding the outstanding Water Revenue Bonds Series 1998 originally issued in the amount of $3,058,300.
As a carry-over from last year, the City of West Wendover anticipates the issuance of new debt during the 2019-2020 fiscal year. This new debt will be issued in the form of two Interim Construction Loans, to start the downtown development and to build a new Fire Station Facility. When construction is complete, the construction loans will be retired with a Rural Development Loan from the USDA. The construction loan will begin in fiscal year 2019-2020 and retire during fiscal year 2019-2020.

two NSB

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 2019-2020.

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 2019-2020.

10. Other Debt

As mentioned above, the City plans to enter into two interim debentures during fiscal year 2019-2020. Two Construction Loans will be obtained for the infrastructure of a downtown development as well as a fire station facility. The Construction Loans will be retired during fiscal year 2019-2020 with a USDA Rural Development Loan.

This City will also enter into a new Capital Lease agreement during fiscal year 2019-2020, in the amount of $464,990 for the purchase of a Hook Lift and a Front Loader.
SCHEDULE OF INDEBTEDNESS
City of West Wendover, NV
As of June 30, 2019

As required by NRS 350.013 (1) (a) (b) and NAC 350.0035, attached is the Indebtedness Report for the City of West Wendover, Nevada.
INDEBTEDNESS REPORT
As of June 30, 2019
Postmark Deadline 8/1/2019

Entity: City of West Wendover, Nevada Date: 8/1/2019

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since July 1, 2018?  
   Yes □ No □
   If so, amount: ____________________ Date: ____________________

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2018?  
   Yes □ No □
   If so, amount: ____________________ Date: ____________________

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:
   Yes □ No □

   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 2018-2019)
   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)

______________________________
   (Phone number)

Page 5

Revised 6/25/2019
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 2,730,000
2. Negotiable notes or bonds
3. Capital lease purchases
   Total medium-term obligation debt 2,730,000

REVENUE BONDS 9,567,177

OTHER DEBT
1. Capital lease purchases-MTO not required or prior to law change 166,620
2. Mortgages
3. Warrants
4. Special Assessments
5. Other (specify)
6. Other (specify)
   Total other debt 166,620

TOTAL INDEBTEDNESS 12,463,797

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 2019-2020 budget.

Page 6

Revised 6/25/2019
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>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>General Obligation Bonds</strong></td>
<td></td>
<td></td>
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<tr>
<td>G/O Bonds</td>
<td>$499,133</td>
<td>$505,781</td>
<td>$513,031</td>
<td>$521,845</td>
<td>$469,866</td>
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<td>G/O Revenue</td>
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<tr>
<td>G/O Special Assessment</td>
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<tr>
<td><strong>Medium-Term Obligation</strong></td>
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<tr>
<td>G/O Bonds</td>
<td>$777,764</td>
<td>$625,614</td>
<td>$625,614</td>
<td>$625,614</td>
<td>$625,614</td>
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<td>Leases/ Purchases</td>
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<td><strong>Revenue Bonds</strong></td>
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<tr>
<td>Other Lease Purchases</td>
<td>$36,656</td>
<td>$36,656</td>
<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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<td>Special Assessments</td>
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<td>Other Debt</td>
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<td><strong>TOTAL</strong></td>
<td>$1,313,553</td>
<td>$1,168,051</td>
<td>$1,175,301</td>
<td>$1,224,419</td>
<td>$1,095,480</td>
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</table>

Page 7
Revised 6/26/2019
SCHEDULE OF DEBT REPAYMENT
As of June 30, 2019
Postmark Deadline 8/1/2019

The repayment schedules should start with the payment of principal and interest due after June 30, 2019 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>06/30/2019</td>
<td>438,000.00</td>
<td>61,132.60</td>
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<td>06/30/2020</td>
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<td>28,844.60</td>
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<td>1,384,000.00</td>
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<td>06/30/2023</td>
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<td>17,866.02</td>
<td>469,866.02</td>
<td>871,000.00</td>
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<td>06/30/2024</td>
<td>206,000.00</td>
<td>7,141.60</td>
<td>213,141.60</td>
<td>419,000.00</td>
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<tr>
<td>06/30/2025</td>
<td>213,000.00</td>
<td>2,406.90</td>
<td>215,406.90</td>
<td>213,000.00</td>
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</table>

Total: $2,730,000.00
$208,263.52
$2,938,263.52

### Par Amounts Of Selected Issues

- 6/17/14 General Obligation Medium-Term Bonds (Water Fund) - $701,400: 386,442.00
- 6/17/14 General Obligation Medium-Term Bonds (Sewer Fund) - $699,399: 387,279.00
- 6/17/14 General Obligation Medium-Term Bonds (Compost Fund) - $699,399: 387,279.00
- 7/14/15 General Obligation Medium-Term Bonds - $1,839,000: 1,353,000.00
- 7/14/15 General Obligation Medium-Term Bonds - $361,000: 214,000.00

TOTAL: 2,730,000.00
## 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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<tbody>
<tr>
<td>06/30/2019</td>
<td>395,519.60</td>
<td>379,244.35</td>
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<td>06/30/2020</td>
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<td>356,403.84</td>
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<td>9,169,751.34</td>
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<td>06/30/2022</td>
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<td>06/30/2023</td>
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<td>06/30/2024</td>
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<td>06/30/2026</td>
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<td>7,711,178.14</td>
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<td>267,498.93</td>
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<td>7,038,736.72</td>
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<td>184,777.96</td>
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<td>5,094,046.38</td>
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<td>06/30/2038</td>
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<td>619,425.78</td>
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<td>612,475.74</td>
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<td>06/30/2041</td>
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<td>38,412.89</td>
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<td>1,453,834.24</td>
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<td>06/30/2042</td>
<td>103,565.61</td>
<td>35,638.39</td>
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<td>1,353,262.63</td>
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<td>1,143,676.18</td>
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<td>1,034,546.76</td>
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<td>683,800.81</td>
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<td>06/30/2049</td>
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<td>06/30/2051</td>
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<td>313,708.01</td>
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<td>136,288.98</td>
<td>3,580.41</td>
<td>139,204.00</td>
<td>181,730.78</td>
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<td>2,233.29</td>
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<td>44,303.40</td>
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<td>136.49</td>
<td>139,204.00</td>
<td>14,961.41</td>
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Total $9,567,177.48 $4,978,979.49 $14,546,156.97

### Par Amounts Of Selected Issues

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<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/17/98</td>
<td>Water Revenue - $3,058,300</td>
<td>2,198,816.56</td>
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<tr>
<td>08/18/99</td>
<td>Landfill Loan - $540,000</td>
<td>37,994.85</td>
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<tr>
<td>08/19/99</td>
<td>Rural Dev Compost - $1,500,000</td>
<td>102,764.53</td>
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<tr>
<td>08/18/09</td>
<td>Gov Complex - $5,225,000</td>
<td>4,185,873.62</td>
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<tr>
<td>05/16/12</td>
<td>Waste Wason Plant - $2,837,000</td>
<td>2,333,552.99</td>
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<tr>
<td>08/08/15</td>
<td>SRF Wtr Line Replace Loan - $747,000</td>
<td>708,134.93</td>
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</tbody>
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**TOTAL** $9,567,177.48

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Page 8-B

Revised 6/25/2019
### Capital Lease Purchases
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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</thead>
<tbody>
<tr>
<td>06/30/2019</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>166,620.36</td>
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<tr>
<td>06/30/2020</td>
<td>29,657.74</td>
<td>6,998.05</td>
<td>36,655.79</td>
<td>138,962.62</td>
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<tr>
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<td>5,752.43</td>
<td>36,655.79</td>
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<td>06/30/2023</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$166,620.36</strong></td>
<td><strong>$20,307.01</strong></td>
<td><strong>$166,927.37</strong></td>
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#### Par Amounts Of Selected Issues

- 3/9/18 - Caterpillar Capital Lease - $231,738
- **TOTAL** 166,620.36

---

Page 8-C

Revised 6/25/2019
Entity: City of West Wendover, Nevada

<table>
<thead>
<tr>
<th>CONTEMPLATED GENERAL OBLIGATION DEBT</th>
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<tr>
<td>(1) PURPOSE</td>
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<tr>
<td>No contemplated general obligation debt</td>
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<thead>
<tr>
<th>SPECIAL ELECTIVE TAX</th>
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<tbody>
<tr>
<td>PURPOSE</td>
</tr>
<tr>
<td>No contemplated special elective debt</td>
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FIVE YEAR CAPITAL IMPROVEMENT PLAN
City of West Wendover, NV
As of June 30, 2019

As required by NRS 350.013 (1) (d), attached is the five-year capital improvement plan for the City of West Wendover, Nevada.
### 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

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong> Infrastructure North Interstate 80 Exit #410, Phase 2, Lepay Hills Blvd &amp; Other</td>
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<td></td>
<td>3,900,000</td>
<td>15</td>
<td>3,900,000</td>
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<tr>
<td><strong>Funding Source:</strong> General Revenues, RTC Funds, USDOT Grant Funds, Potential Private Resources</td>
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<tr>
<td><strong>Completion Date:</strong> 6/30/2023</td>
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</tbody>
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</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong> Aerial Platform Class 1 Engine</td>
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<td>625,000</td>
<td>16</td>
<td>625,000</td>
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<td><strong>Funding Source:</strong> General Revenues, Grant Funds and Private</td>
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<tr>
<td><strong>Completion Date:</strong> 6/30/2023</td>
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</table>

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<tbody>
<tr>
<td><strong>Capital Improvement:</strong> Sidewalk Rehabilitation Projects - Various Locations</td>
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<td>210,000</td>
<td>17</td>
<td>210,000</td>
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<tr>
<td><strong>Funding Source:</strong> General Revenues, RTC Funds, CDBG Grant</td>
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<tr>
<td><strong>Completion Date:</strong> 6/30/2023</td>
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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong> Rehabilitation Wendover Boulevard Phase 1 (Pueblo Blvd to Ola Grade interchange)</td>
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<td></td>
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<td>1,375,000</td>
<td>27</td>
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<td>FY 2023-2024</td>
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**Attachment:** Memo - Debt Management Policy FY2019-2020 - 7-16-19 (1581 : Debt Management Policy)
## FIVE YEAR CAPITAL IMPROVEMENT PLAN

**Entity:** City of West Wendover  
**Date:** August 1, 2019

| Minimum level of expenditure for items classified as capital assets | $ 5,000 |
| Minimum level of expenditure for items classified as capital projects | $ 100,000 |

| Fund: | General - Public Safety - Animal Control |
| Capital Asset: | Pick-Up Truck |
| Funding Source: | Grants |
| Completion Date: | 09/01/2020 |

| Fund Total | 0 | 0 | 0 | 4,736,000 | 6,550,000 |

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<th>Total Expenditure - All Funding Sources</th>
<th>Notes</th>
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<tbody>
<tr>
<td>CY</td>
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| Fund Total          | 11,336,000 |

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<th>ENTITY: City of West Wendover</th>
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<td><strong>Minimum level of expenditure for items classified as capital assets</strong></td>
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<td><strong>Minimum level of expenditure for items classified as capital projects</strong></td>
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<td>Grant Fund</td>
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<td>InterOperability, Police, Police Dispatch, and Emergency Services</td>
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<td><strong>Funding Source:</strong></td>
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<td>Public Park Improvements, 3-Acres, Tibbets Blvd</td>
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<td><strong>Funding Source:</strong></td>
<td>General Fund, Private Developers, West Wendover Recreation District Partnership, Possible CDBG</td>
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<td>6/30/2023</td>
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<tr>
<td><strong>Fund:</strong></td>
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<td><strong>Capital Improvement:</strong></td>
<td>Lappy Hills Trails Addition</td>
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**Written Plan Ref #** | 7 | 19 | 28 |

**Total Expenditure-All Funding Sources** | 575,000 | 600,000 | 885,000 | 2,070,000 |

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<td>Ad Valorem Cap Proj Fund, General Fund, CDBG Grant, Private Funding</td>
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<td>Total Expenditure-All Funding Sources</td>
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<td>Fund Total</td>
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<td>Fund:</td>
<td>Capital Projects Fund</td>
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</tr>
<tr>
<td>Capital Improvement:</td>
<td>West Wendover Street Rehab Projects</td>
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<td>Funding Source:</td>
<td>GO Med-Term Loan using RTC Funds</td>
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<td>Capital Improvement:</td>
<td>Storm Drainage Improvements</td>
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<td>GO Med-Term Loan using RTC Funds, Private</td>
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<th>Fund:</th>
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<tbody>
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<td>Capital Improvement:</td>
<td>West Wendover Multi-Modal Enhancement Phase 1 - Rail Passenger Station</td>
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<tr>
<td>Funding Source:</td>
<td>General Fund, USDOT, CDBG, Potential Private</td>
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## Five Year Capital Improvement Plan

**Entity:** City of West Wendover  
**Date:** August 1, 2019

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<td>Capital Improvement:</td>
<td>Wendover Regional Multi Modal Enhancement Project</td>
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**Funding Source:** USDA Long-Term Bond Loan  
**Completion Date:** 6/30/2020  
**Notes:**

**Attachment:** Memo - Debt Management Policy FY2019-2020 - 7-16-19 (1581 : Debt Management Policy)
<table>
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<td>Capital Improvement: Wendover Regional Multi Model Enhancement Project Phase 5 (First Street, Mormon Avenue, North to Wendover Blvd-Wendover Utah)</td>
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**Written Plan Ref #**

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**Notes:**
Memo

From: Anna Bartlome  
To:  
Date: 07/16/2019  
Re: Claims for July 16, 2019  

See summary of claims attached to memo.
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Attachment: claims for 7-16-19 (1488 : Claims for July 16, 2019)
Memo

From: Anna Bartlome

To: 

Date: 07/16/2019

Re: June 2019 Hand Checks/EFT

See attached summary of June 2019 Hand Checks/EFT.
### CITY OF WEST WENDOVER

**Payment Approval Report - Council Signature**


**Jul 01, 2019 10:05AM**

Report Criteria:
- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.

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Dated: ________________________________

Mayor: ________________________________

City Council: _________________________

City Manager: _________________________

City Clerk: _________________________

City Treasurer: _________________________

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
**ACCOUNT SUMMARY**

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<tr>
<th>Account Number</th>
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**REWARDS SUMMARY**

- TOTAL EARNED AS OF LAST STATEMENT $400.93
- 1% CATEGORY EARNED THIS STATEMENT $76.85
- 2% CATEGORY EARNED THIS STATEMENT $0.00
- 3% CATEGORY EARNED THIS STATEMENT $0.00
- TOTAL EARNED DURING THIS STATEMENT $76.85
- AVAILABLE BALANCE $477.78

**PAYMENT INFORMATION**

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<thead>
<tr>
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**DEBORA S SMITH**

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**DONALD LININGER**

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**TONI CORONA**

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**HEATHER M NEILSON**

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**CHRISS J MELVILLE**

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<td>GRAND CAFE 800-648-9270 NV</td>
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TOTAL XXXXXXXXXXXX6808 $867.58

TERESA NARANJO
06/17 06/17 2443106592D8T6XG4 AMZN MKTP US*M65RF8QU2 AM AMZN.COM/BILL WA $952.99

TOTAL XXXXXXXXXXXX2268 $952.99

MATTHEW N ULM
05/22 05/22 24164074E9G1B1DW PILOT 00007708 WINNEMUCCA NV $4.00
05/22 05/22 24316054F233547P SHELL OIL 5744695704 WENDOVER UT $8.24
05/23 05/23 24427334FMHDKAK8LQ MCDONALD'S F13348 LOVE LOCK NV $8.35
05/23 05/23 24427334GLM91J1AW MCDONALD'S F22935 SUN VALLEY NV $8.75
05/24 05/24 24692164G2XE4DL55 CHEVRON 0091957 ELKO NV $4.51

TOTAL XXXXXXXXXXXX6524 $33.85

DEBBIE L SANCHEZ
05/28 05/28 24231864M2LR7ZRIX PIZZA HUT #23661 ELKO NV $13.69

TOTAL XXXXXXXXXXXX2191 $13.69

CAL B KUNZ
05/22 05/22 24013394E0TWE7JQ GDW- FOOD OUTLET CARSON CITY NV $18.05
05/28 05/28 24071054L81RANK ELITE 9 INC 2 270-554515 KY $172.57
05/30 05/30 24431064N2DP4FXB EASYCANNASPRINTS.COM 877-858-4586 TX $48.67
05/30 05/30 24610434P09RAT2W HOMEDEPOT.COM 800-430-3376 GA $406.27
06/03 06/03 24610434V09FPNPXX THE HOME DEPOT #4403 SALT LAKE C IT UT $1,014.89
06/03 06/03 24610434V09FNY301 THE HOME DEPOT #4419 TOOLE UT $150.31
06/14 06/14 2423168550D17XWFS DISCOUNTMUGS.COM CAN@BELINCUSA FL $309.38
06/15 06/15 246221562XE89BPZ CHEWY.COM 800-672-4399 FL $184.65

TOTAL XXXXXXXXXXXX2563 $2,304.77

ALEJANDRO SANCHEZ
05/27 05/27 24692164K2XEHK9WW CHEWY.COM 800-672-4399 FL $50.51

TOTAL XXXXXXXXXXXX8062 $50.51

R GARY CORONA
05/26 05/26 F4759004J000FA146 ADJUSTMENT-PURCHASES Bigolive SINGAPORE SG CREDIT $-103.00
06/12 06/12 &F47690057000IXFRL $-100.00

TOTAL XXXXXXXXXXXX5927 $203.00
Transfer Note:
Transfers are subject to the terms and conditions of the Digital Banking Services Agreement. Funds transferred between your Nevada State Bank accounts before 9:00 p.m. Pacific Time (PT) are immediately available. All transfers between your accounts at the Nevada State Bank division of Zions Bancorporation, N.A., after 9:00 p.m. PT or on Saturdays, Sundays, or Federal holidays are ordinarily posted and available to your account on the next business day. External transfers (between a Nevada State Bank account and an account at another financial institution or another division of Zions Bancorporation, N.A.) initiated after 3:00 p.m. PT are ordinarily processed the next business day. NOTICE OF HOLD: Incoming External Transfers (credits) will ordinarily be available by the beginning of business on the 3rd business day after the day the funds are received (but not until the 5th business day if your banking relationship is less than 31 days old). Insufficient funds at the time of a scheduled transfer may overdraft your account and result in a fee. Please note: An External Transfer may display as a pending transaction to your account on the date for which the transfer is scheduled. Agreements are available in the online Agreement Center, under the Services tab.

You agree that an online banking transfer between an account at Nevada State Bank and an account at another division of Zions Bancorporation, N.A. will constitute an "external transfer" and be processed as if between separate banks.

Transfer: Successful Submit:
Transfer 1562054690200829 from Public Funds Checking - xxxxx3700 to Control Account - xxxxxxxxxx0361, scheduled for 06/26/2019 for $7,582.23, has been executed successfully.

### Transfers between 05/26/2019 and 07/27/2019

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<td>06/26/2019</td>
<td>1562054690200829</td>
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Create Transfer
**Invoice Statement**

**INVOICE NUMBER:** 59355365  
**ACCOUNT NAME:** CITY OF W WENDOVER

<table>
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<th>ACCOUNT NUMBER</th>
<th>CREDIT LIMIT</th>
<th>DAYS THIS PERIOD</th>
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<td>JUN-14-2019</td>
<td>880.73</td>
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<th>DATE</th>
<th>ACTIVITY DESCRIPTION</th>
<th>CHARGES/DEBITS</th>
<th>PAYMENTS/CREDITS</th>
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<td>MAY-03-2019</td>
<td>Payment - Thank You</td>
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<tr>
<td>MAY-23-2019</td>
<td>Fuel Purchases</td>
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</table>

**REMARKS**

PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.

**RECEIVED**

MAY 28 2019

By: ____________________________

**PAID**

JUN 04 2019

By: ____________________________

**PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.**

<table>
<thead>
<tr>
<th>PREVIOUS BALANCE</th>
<th>(-)PAYMENTS</th>
<th>(+)ACTIVITY THIS PERIOD</th>
<th>(-)SAVINGS THIS PERIOD</th>
<th>(=)NEW BALANCE</th>
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</thead>
<tbody>
<tr>
<td>138.83</td>
<td>138.83</td>
<td>880.73</td>
<td>0.00</td>
<td>880.73</td>
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</table>

CALL CUSTOMER SERVICE TO PAY BY PHONE  
FEDERAL TAX ID: 841425610

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.  
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT.

<table>
<thead>
<tr>
<th>ACCOUNT NAME</th>
<th>CITY OF W WENDOVER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNT NUMBER</td>
<td>0496-00-528361-9</td>
</tr>
<tr>
<td>INVOICE NUMBER</td>
<td>59355365</td>
</tr>
<tr>
<td>BILL CLOSING DATE</td>
<td>MAY-23-2019</td>
</tr>
<tr>
<td>AMOUNT DUE</td>
<td>880.73</td>
</tr>
<tr>
<td>AMOUNT ENCLOSSED</td>
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<tr>
<td>PAYMENT DUE DATE</td>
<td>JUN-14-2019</td>
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**Business Card**

Fax change of address request to 1-800-395-0809.  
Make check payable to: WEX BANK  
Use enclosed envelope or send to:

WEX BANK  
P.O. BOX 4337  
CAROL STREAM IL 60197-4337

04960052836190000000088073 190614

Packet Pg. 199
# Purchase Activity Report

<table>
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<tr>
<th>CARD NUMBER</th>
<th>CARD EMBOSSED</th>
<th>VEHICLE/ASSET IDENTIFIER</th>
<th>VEHICLE DESCRIPTION</th>
<th>PLATE (ST)</th>
<th>VIN</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04660011291845942</td>
<td>ADMIN</td>
<td>ADMIN</td>
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<table>
<thead>
<tr>
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<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM.</th>
<th>PRODUCE UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-15</td>
<td>07:39</td>
<td>PREVIOUS ODOMETER</td>
<td>G Pin</td>
<td>OP</td>
<td>0 SUP</td>
<td>14.386</td>
<td>3.739</td>
<td>53.79</td>
<td>2.63</td>
<td>51.16</td>
<td>-4.74</td>
<td></td>
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</tr>
<tr>
<td>05-15</td>
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<td>820 WIndover Blvd, Wendover, NV</td>
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**PERIOD TOTALS**

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<tr>
<th>PERIOD AVG: PPUS</th>
<th>PERIOD TOTALS</th>
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<tbody>
<tr>
<td></td>
<td>26.566</td>
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**YTD TOTALS**

<table>
<thead>
<tr>
<th>YTD AVG: PPUS</th>
<th>YTD TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>26.566</td>
</tr>
</tbody>
</table>

***** TO ENSURE MORE ACCURATE MILEAGE REPORTING, VEHICLE DISTANCE STATISTICS ARE NOT CALCULATED WHEN KEY ODOMETER READINGS ARE NOT WITHIN AN ACCEPTABLE RANGE.

**DEPARTMENT TOTALS FOR ADMIN**

<table>
<thead>
<tr>
<th>TOTAL FUEL - PERIOD</th>
<th>26.566</th>
<th>3.739</th>
<th>99.33</th>
<th>-4.85</th>
<th>94.47</th>
<th>-4.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD</td>
<td>26.566</td>
<td>3.739</td>
<td>99.33</td>
<td>-4.85</td>
<td>94.47</td>
<td>-4.74</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL PURCHASES - PERIOD</th>
<th>26.566</th>
<th>99.33</th>
<th>-4.85</th>
<th>94.47</th>
<th>-4.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD</td>
<td>26.566</td>
<td>99.33</td>
<td>-4.85</td>
<td>94.47</td>
<td>-4.74</td>
</tr>
</tbody>
</table>
## Purchase Activity Report

<table>
<thead>
<tr>
<th>CARD NUMBER</th>
<th>CARD EMBOSSED</th>
<th>VEHICLE/ASSET IDENTIFIER</th>
<th>VEHICLE DESCRIPTION</th>
<th>PLATE (ST)</th>
<th>VIN</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>046690112918845421</td>
<td>DISPATCH</td>
<td>DISPATCH</td>
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<td>DISPATCH</td>
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</tbody>
</table>

### DATE

<table>
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<tr>
<th>MM.DD</th>
<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM</th>
<th>PROD</th>
<th>UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC CODES</th>
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<tbody>
<tr>
<td>05-15</td>
<td>17:36</td>
<td>PREVIOUS ODOMETER</td>
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<td>115,344</td>
<td>SUB</td>
<td>10.897</td>
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<td>40.74</td>
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<td>PERIOD TOTALS</td>
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<td>YTD TOTALS</td>
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<td>PERIOD AVG: PPU</td>
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#### DEPARTMENT TOTALS FOR DISPATCH

| TOTAL: FUEL - PERIOD | 10.897 | 3.739 | 40.74 | -1.99 | 38.75 | -3.69 |
| YTD                  | 10.897 | 3.739 | 40.74 | -1.99 | 38.75 | -3.69 |

Transaction, Fee, and Exception Code legend can be found.
## Purchase Activity Report

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<tr>
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<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRANCODE</th>
<th>ODOM.</th>
<th>PROD UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC. CODES</th>
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<tbody>
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<td>15.16</td>
<td>PREVIOUS ODOMETER</td>
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<td>OP</td>
<td>39,547</td>
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<td>32.17</td>
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<td></td>
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<td>PERIOD TOTALS</td>
<td>*****</td>
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<td>34.12</td>
<td>-1.95</td>
<td>32.17</td>
<td>-3.20</td>
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<td></td>
<td></td>
<td>YTD TOTALS</td>
<td>*****</td>
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<td></td>
<td>10.007</td>
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<td>34.12</td>
<td>-1.95</td>
<td>32.17</td>
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<td>PERIOD AVG: PPU</td>
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<td>YTD AVG: PPU</td>
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</table>

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***** TO ENSURE MORE ACCURATE MILEAGE REPORTING, VEHICLE DISTANCE STATISTICS ARE NOT CALCULATED WHEN KEY ODOMETER READINGS ARE NOT WITHIN AN ACCEPTABLE RANGE.
## Purchase Activity Report

**Card Number**: 048600112865173041  
**Card Embossing**: Police Department  
**Vehicle Asset Identifier**: Police Department  
**Vehicle Description**: 14102363  
**Plate (ST)**:  
**VIN**:  
**Department**: Police Department

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Site Address</th>
<th>Prompt Info</th>
<th>Tran Code</th>
<th>Odom</th>
<th>Prod</th>
<th>Units</th>
<th>Cost/Unit</th>
<th>Fuel $</th>
<th>Other $</th>
<th>Exempt Tax</th>
<th>Net $</th>
<th>Reported Tax</th>
<th>Exc. Codes</th>
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<tbody>
<tr>
<td>04-26</td>
<td>17:49</td>
<td>1237 6th St, Wells, NV</td>
<td>G Pin</td>
<td>OP</td>
<td>1 UNL</td>
<td>5,680</td>
<td>3,109</td>
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<tr>
<td>04-30</td>
<td>15:08</td>
<td>2175 Idaho St, Elko, NV</td>
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<td>05-05</td>
<td>06:59</td>
<td>2175 Idaho St, Elko, NV</td>
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**Period Totals**

<p>| | | | | | | | | | | | | |</p>
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<tbody>
<tr>
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**Period Avg: PPU**

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<th>3.596</th>
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<td>3.540</td>
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</tbody>
</table>

**** TO ENSURE MORE ACCURATE MILEAGE REPORTING, VEHICLE DISTANCE STATISTICS ARE NOT CALCULATED WHEN KEY ODOMETER READINGS ARE NOT WITHIN AN ACCEPTABLE RANGE.****

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Transaction, Fee, and Exception Code legend can be found.
**Purchase Activity Report**

<table>
<thead>
<tr>
<th>DATE MM-DD</th>
<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM</th>
<th>PROD UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC. CODES</th>
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<tbody>
<tr>
<td>05-14</td>
<td>15:57</td>
<td>PREVIOUS ODOMETER 1237 6th St, Wanship, NV</td>
<td>G Pin</td>
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<td>G UNL 12.223</td>
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**Period Totals**

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**YTD Totals**

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**Period Avg: PPU**

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**YTD Avg: PPU**

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## Purchase Activity Report

<table>
<thead>
<tr>
<th>DATE MM-DD</th>
<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM.</th>
<th>PROD</th>
<th>UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXEMPT TAX</th>
<th>ENC EXC CODES</th>
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<tbody>
<tr>
<td>04-30</td>
<td>12:07</td>
<td>1340 Newlands Dr, W. Ferndale, NV</td>
<td>G Pin</td>
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<td>117,089 UNL</td>
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<tr>
<td>05-03</td>
<td>08:51</td>
<td>150 Main St, Lovelock, NV</td>
<td>G Pin</td>
<td>OP</td>
<td>117,308 UNL</td>
<td>10.995</td>
<td>3.889</td>
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<td>40.42</td>
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**PERIOD TOTALS**

<table>
<thead>
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<th>PERIOD AVG: PPU</th>
<th>PERIOD AVG: PPU</th>
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<table>
<thead>
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<th>YTD TOTALS</th>
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</table>

<table>
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<th>NET $</th>
<th>REPORTED TAX</th>
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<th>ENC EXC CODES</th>
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<td>10.82</td>
<td>205.81</td>
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**TO ENSURE MORE ACCURATE MILEAGE REPORTING, VEHICLE DISTANCE STATISTICS ARE NOT CALCULATED WHEN KEY ODOMETER READINGS ARE NOT WITHIN AN ACCEPTABLE RANGE.**
## Purchase Activity Report

<table>
<thead>
<tr>
<th>DATE-MM-DD</th>
<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM</th>
<th>PROD UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC. CODES</th>
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</thead>
<tbody>
<tr>
<td>05-23</td>
<td>06:03</td>
<td>2900 Clear Acre Ln, Reno, NV</td>
<td>G Pin</td>
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<td>53,124</td>
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**PERIOD TOTALS**

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<tbody>
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**YTD TOTALS**

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**PERIOD AVG: PPU**

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<tbody>
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**YTD AVG: PPU**

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To ensure more accurate mileage reporting, vehicle distance statistics are not calculated when key odometer readings are not within an acceptable range.
## Purchase Activity Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SITE ADDRESS</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM.</th>
<th>PROD</th>
<th>UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT TAX</th>
<th>NET $</th>
<th>REPORTED TAX</th>
<th>EXC CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-26</td>
<td>10:24</td>
<td>4640 S Carson St, Carson City, NV</td>
<td>G Pn</td>
<td>IP</td>
<td>66,581</td>
<td>66,809</td>
<td>UNL</td>
<td>8,674</td>
<td>3.459</td>
<td>30.00</td>
<td>-1.59</td>
<td>28.41</td>
<td>-2.87</td>
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<tr>
<td>05-01</td>
<td>10:39</td>
<td>4640 S Carson St, Carson City, NV</td>
<td>G Pn</td>
<td>OP</td>
<td>67,014</td>
<td>67,041</td>
<td>UNL</td>
<td>15,148</td>
<td>3.499</td>
<td>53.00</td>
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<td>50.23</td>
<td>-4.99</td>
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<tr>
<td>05-20</td>
<td>21:11</td>
<td>4640 S Carson St, Carson City, NV</td>
<td>G Pn</td>
<td>OP</td>
<td>67,525</td>
<td>67,306</td>
<td>UNL</td>
<td>11,432</td>
<td>3.499</td>
<td>40.00</td>
<td>-2.09</td>
<td>37.91</td>
<td>-3.77</td>
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<tr>
<td>05-22</td>
<td>13:30</td>
<td>3650 Lakeside Dr, Reno, NV</td>
<td>G Pn</td>
<td>OP</td>
<td>67,306</td>
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<td>UNL</td>
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<td>05-22</td>
<td>15:43</td>
<td>1527 W Winnemucca Blvd, Winnemucca, NV</td>
<td>G Pn</td>
<td>OP</td>
<td>67,471</td>
<td>67,471</td>
<td>UNL</td>
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**PERIOD TOTALS**

<p>| | | | | | | | | | | | | | | |</p>
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<tbody>
<tr>
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<td>PERIOD AVGS: DPU; PPU; CPD</td>
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<td>YTD AVG: PPU</td>
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**NOTE**: To ensure more accurate mileage reporting, vehicle distance statistics are not calculated when key odometer readings are not within an acceptable range.
## Purchase Activity Report

<table>
<thead>
<tr>
<th>CARD NUMBER</th>
<th>CARD EMBOSSED</th>
<th>VEHICLE/ASSET IDENTIFIER</th>
<th>VEHICLE DESCRIPTION</th>
<th>PLATE (ST)</th>
<th>VIN</th>
<th>DEPARTMENT</th>
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<tbody>
<tr>
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<td>POLICE DEPARTMENT</td>
<td>POLICE DEPARTMENT</td>
<td>8565633</td>
<td>POLICE DEPARTMENT</td>
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</tbody>
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<table>
<thead>
<tr>
<th>DATE/TIME</th>
<th>LOCATION</th>
<th>PROMPT INFO</th>
<th>TRAN CODE</th>
<th>ODOM.</th>
<th>PROD UNITS</th>
<th>COST/UNIT</th>
<th>FUEL $</th>
<th>OTHER $</th>
<th>EXEMPT</th>
<th>NET $</th>
<th>REPORTED</th>
<th>EXC CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-26 17:49</td>
<td>1237 6th St, Wells, NV</td>
<td>G Pin</td>
<td>OP</td>
<td>1 UNL</td>
<td>7.314</td>
<td>3.109</td>
<td>22.74</td>
<td>-1.34</td>
<td>21.40</td>
<td>-2.41</td>
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<td></td>
</tr>
<tr>
<td>04-28 10:18</td>
<td>1301 E Autumn St, Ely, NV</td>
<td>G Pin</td>
<td>IP</td>
<td>1 UNL</td>
<td>6.988</td>
<td>3.259</td>
<td>21.50</td>
<td>-1.21</td>
<td>20.29</td>
<td>-2.18</td>
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</tr>
<tr>
<td>05-03 14:48</td>
<td>1003 E Lake Mead Blvd, N Las Vegas, NV</td>
<td>G Pin</td>
<td>OP</td>
<td>1 UNL</td>
<td>13.086</td>
<td>3.519</td>
<td>45.99</td>
<td>-2.38</td>
<td>43.61</td>
<td>-5.97</td>
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<td></td>
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<td>05-03 18:14</td>
<td>1301 E Autumn St, Ely, NV</td>
<td>G Pin</td>
<td>OP</td>
<td>1 UNL</td>
<td>12.318</td>
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<td>39.13</td>
<td>-4.06</td>
<td></td>
<td></td>
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</tbody>
</table>

**Period Totals**
- Date: 04-26
- Location: 1237 6th St, Wells, NV
- Prompt Info: G Pin
- Transaction Code: OP
- Odometer: 1 UNL
- Product Units: 7.314
- Cost/Unit: 3.109
- Fuel Cost: 22.74
- Other Costs: -1.34
- Exempt: 21.40
- Net: -2.41

**Period Totals**
- Date: 04-28
- Location: 1301 E Autumn St, Ely, NV
- Prompt Info: G Pin
- Transaction Code: IP
- Odometer: 1 UNL
- Product Units: 6.988
- Cost/Unit: 3.259
- Fuel Cost: 21.50
- Other Costs: -1.21
- Exempt: 20.29
- Net: -2.18

**Period Totals**
- Date: 05-03
- Location: 1003 E Lake Mead Blvd, N Las Vegas, NV
- Prompt Info: G Pin
- Transaction Code: OP
- Odometer: 1 UNL
- Product Units: 13.086
- Cost/Unit: 3.519
- Fuel Cost: 45.99
- Other Costs: -2.38
- Exempt: 43.61
- Net: -5.97

**Period Totals**
- Date: 05-03
- Location: 1301 E Autumn St, Ely, NV
- Prompt Info: G Pin
- Transaction Code: OP
- Odometer: 1 UNL
- Product Units: 12.318
- Cost/Unit: 3.359
- Fuel Cost: 41.36
- Other Costs: -2.25
- Exempt: 39.13
- Net: -4.06

**Department Totals for: Police Department**

**Total Fuel - Period**
- Product Units: 222.625
- Cost/Unit: 3.541
- Fuel Cost: 788.25
- Other Costs: -40.74
- Exempt: 747.51
- Net: 80.77

**Total Purchases - Period**
- Product Units: 222.625
- Cost/Unit: 788.25
- Other Costs: -40.74
- Exempt: 747.51
- Net: 80.77

***To ensure more accurate mileage reporting, vehicle distance statistics are not calculated when key odometer readings are not within an acceptable range.***

Transaction, Fee, and Exception Code legend can be found.
Make Payment Summary

You are scheduling a payment in the amount of $880.73 for 06/04/2019.

City of West Wendover General Account will be used for payment.
Memo

From: Anna Bartlome

To:

Date: 07/16/2019

Re: June 2019 Insurance

See attached summary of June 2019 Insurance.
Report Criteria:
Total By Reference Number and Date
Journal Code Journal code = "CDH"

<table>
<thead>
<tr>
<th>Date</th>
<th>Reference Number</th>
<th>Payee or Description</th>
<th>Account Number</th>
<th>Account Title</th>
<th>Debit Amount</th>
<th>Credit Amount</th>
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<tbody>
<tr>
<td>06/30/2019</td>
<td>2744</td>
<td>Admin Fees May 2019</td>
<td>70-41-885</td>
<td>INSURANCE PREMIUMS</td>
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<tr>
<td>06/30/2019</td>
<td>2745</td>
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<td>70-41-885</td>
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<tr>
<td>06/30/2019</td>
<td>2749</td>
<td>Acc, Cncr, STD June 2019</td>
<td>70-41-885</td>
<td>INSURANCE PREMIUMS</td>
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<td>06/30/2019</td>
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<td>06/30/2019</td>
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<td>06/30/2019</td>
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<td>9900000</td>
<td>TOTAL CHECKS AND CHARGES COM</td>
<td>70-10600</td>
<td>CASH - HEALTH INSURANCE</td>
<td>2,849.00-</td>
<td>24,692.47-</td>
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<td>06/30/2019</td>
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Documents: 12 Transactions: 12

Total CDH:

Total 619:

Grand Totals:
Approval for:
June 2019 CDH/Health Insurance Cash Disbursements

Signatures:

Mayor Corona

City Manager C Melville

Councilman K Durham

Councilman N Flores

Councilman J Holm

Councilman G Anderson

Councilman J Gutierrez

City Clerk A Bartiome

CFO D Sanchez