



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

ELY CITY COUNCIL MEETING

PLEASE NOTE: THE COUNCIL MEMBERS MAY ADDRESS AGENDA ITEMS OUT OF SEQUENCE, COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, REMOVE AN ITEM OR DELAY DISCUSSION AT ANY TIME TO ACCOMMODATE PERSONS APPEARING BEFORE THE COUNCIL OR TO AID IN THE EFFICIENCY AND EFFECTIVENESS OF THE MEETINGS.

July 25, 2019 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

2. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General public.** “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. Mayor – Discussion/For Possible Action – Approval of Agenda, including removal of agenda items.

4. CITY DEPARTMENT REPORTS

- FIRE CHIEF
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- CITY CLERK
- CITY TREASURER
- CITY ATTORNEY
- CITY PUBLIC WORKS SUPERVISOR
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL
MAYOR

6. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.

1. Chairman Peeler – Public Hearing – Discussion Only – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current R-1-75 Zone (Residential District) to a C-2 Zone (General Commercial District). The location of the property is on Lots 13, 14 & 15 of South Avenue, Hermansen Addition, Ely, Nevada (APN 001-227-13). The applicant is Wade Robison.
2. Council Members – City Clerk Lee – City Engineer Almberg – Public Hearing – Discussion Only – Consideration of citizen comments regarding eligible activities the City of Ely should apply for under the State CDBG program.

7. DISCUSSION/POSSIBLE ACTION ITEMS PERTAINING TO THE PUBLIC HEARING.

1. Chairman Peeler – Discussion/For Possible Action – Consideration of an application for Reclassification of Property Zoning. The applicant wishes to re-zone the property from the current R-1-75 Zone (Residential District) to a C-2 Zone (General Commercial District). The location of the property is on Lots 13, 14 & 15 of South Avenue, Hermansen Addition, Ely, Nevada (APN 001-227-13). The applicant is Wade Robison.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE CITY PLANNING COMMISSION.

1. Commission Members – City Attorney Odgers – Discussion/For Possible Action – Recommend Approval for City to pay installation costs in the amount of \$16,452.00 of Public Transit funds for L curb on north side of Avenue D behind *Holiday Inn Express*.
2. Commission Members – City Clerk Lee – City Attorney Odgers – Discussion/For Possible Action – Recommend Approval of Cooperative Agreement between Nevada Department of Transportation (NDOT) and City of Ely for landscape and lighting facilities.

9. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA (These items may be approved in one motion by the Council as its first action of business under For Discussion/Possible Action items.) Approval of the Consent Agenda approves each of these items. Council Members may remove any item from the Consent Agenda by notifying the Mayor or Mayor pro tem.

MOTION: Move to approve the Consent Agenda item 9A-1 Minutes and 9A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - April 19, 2019
 - April 25, 2019
 - May 9, 2019
 - May 16, 2019
 - May 23, 2019
 - June 10, 2019
 - June 13, 2019
 - June 26, 2019
 - June 27, 2019

2. Discussion/For Possible Action –Bills.

- July 10, 2019
- July 16, 2019
- July 17, 2019

B. NEW BUSINESS

1. Councilman Hanson – Discussion/For Possible Action – Approval to renew the City of Ely’s membership in the White Pine Chamber of Commerce.
2. Councilman Hanson – Discussion/For Possible Action – Approval to early register representatives from the City of Ely for the 2019 Nevada League of Cities Conference.
3. Council Members – City Engineer Almberg – Discussion/For Possible Action – Approve Road Maintenance Certification of City-Owned Roads in the Ely Shoshone Indian Reservation.
3. Commission Members – City Attorney Odgers – City Engineer Almberg – Discussion/For Possible Action – Recommend Approval of Cooperative Agreement between Nevada Department of Transportation (NDOT) and City of Ely for drainage facilities.
4. Commission Members – City Attorney Odgers – City Engineer Almberg – Discussion/For Possible Action – Recommend Approval of Cooperative Agreement between Nevada Department of Transportation (NDOT) and City of Ely for signal systems.

10. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. “Section 7.05, of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

11. ADJOURNMENT: THE MEETING MAY BE ADJOURNED BY APPROPRIATE MOTION OF THE CITY COUNCIL.


* Open session – Action/Discussion – Personnel**

The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov.

For access to the public packet, contact the City Clerk at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda's hyperlinks or under "Minutes" / "Other" on the City's website at <http://www.elycity.com/>

I, Jennifer Lee, City Clerk, did cause to be posted on **July 19, 2019** at **4:00 p.m.** five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

_____

Ely City Council **ATTENDANCE LIST**

DATE: 7-25-19

Print name below

Print name below

~~Michael Thompson~~
Troylist Nays

Luis Tristan

Geri Wapshall

Wade Robison

MICHAEL BLAIR

George Chachas

Jason Haywood

SHARON MICHAELS

Leathorne

Robt Hines

Ed A. Teeler

Kelly Carra

Scott Simon

Monica Simon

Elwood Hawker



WHITE PINE COUNTY SHERIFF'S OFFICE

1785 Great Basin Blvd.

Ely, NV 89301

Phone: (775)289-8808

Fax: (775)289-1468

Sheriff Scott Henriod

Captain Jaime Swetich

STATISTICS FOR THE CITY OF ELY APRIL 2019 – JUNE 2019

INCIDENTS - 2469

TRAFFIC STOPS - 486

CITATIONS - 146

FELONY ARRESTS - 29

MISDEMEANOR ARRESTS - 69

NEW BOOKINGS - 93

TOTAL DAYS SERVED IN JAIL - 812

BUILDING AND PLANNING DEPARTMENT

FINDING OF FACTS SUMMARY

APPLICANT: Wade Robison

ACTION REQUESTED: Re-Zoning of Property for Commercial uses.

ASSESSOR'S PARCEL NUMBER(S) APN 001-227-13

STREET ADDRESS & GENERAL LOCATION OF PROPERTY: South Street (no address issued) Corner of South Street and Bell Avenue

OWNER: Same as Applicant

MAILING ADDRESS: PO Box 151207

CITY, STATE: Ely, Nevada 89315

TELEPHONE #: 775-289-0298

EMAIL: wrobison2020@gmail.com

FINDING OF FACT:

CONCLUSIONS:

1. Compliance with NRS and City Code:	NRS 278, City Ord. 410 with approval and compliance with City Codes and Building Codes.
2. Notice for Paper & Mailings:	Yes
3. Zoning: Current	R-1-75 Residential Single Family 7500 sq. ft minimum lot size.
4. Proposed Activity	None given
5. Compatibility with Surrounding Use:	No
6. Access:	Emergency Access should be coordinated with WPCO-SO, City of Ely Fire Department.
7. Compliance with Regulations:	Must be in full compliance with all Federal, State and Local requirements.
8. Potential Impact on Neighboring Property (including noise, odor, dangerous materials, et.)	Applicant states the Cal-Ranch Store would like to use the lots for commercial use.
9. Access/Traffic:	South Street and Bell Avenue
10. Emergency Services:	Does not affect services.
11. City Attorney	No comment

12. Fire Department	<p>Did not state what the property is to be used for, parking, building storage, fenced storage, etc.</p> <p><u>Recommendation for approval will not be determined until further information is received.</u></p>
13. Building and Planning Department	<p>Approval would remove the customary buffer area between zones such as an alleyway or public street. Will vehicular and pedestrian traffic be crossing Bell Avenue to access this property as an extension of the Cal-Ranch Store? A commercial zone has many uses, some of which are not conducive with residential life style. A zone change may be appropriate for the current intended use but not for future uses made possible within a Commercial Zone.</p> <p>Based on information given <u>Recommend Denial</u></p>
14. Sheriff's Department	<u>Recommend Approval</u>
15. Road Department	No Comment



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

ELY PLANNING COMMISSION CITY OF ELY, NEVADA

Application Fee: \$500.00
Publication Fee: \$100.00
Certified Mailings: \$10.00 ea.

PD 6/18/19
REPT#485288

500
100
x26 = 260
860

Application for Reclassification of Property Zoning

Pursuant to Ordinance # 410 a land use ordinance for portions of the City of Ely, Nevada, the undersigned owner of the property hereinafter described hereby presents his/her application requesting that certain property be reclassified from the R-1-75 land use district to a C-2 land use district, as established by said Ordinance # 410 of the City of Ely for the following reason(s) to-wit:

The New Cal-Ranch Store Would Like To
USE THESE LOTS FOR COMERCIAL PURPOSES

Attached hereto and filed herewith is a map showing boundaries of the property proposed to be reclassified, together with a list containing the names and addresses of all owners of property therein and within a distance of three hundred (300) feet outside the outer boundaries of such property, as shown by the latest assessment rolls of White Pine County, Nevada.

The property hereinbefore referred to and in relation to which said changes are hereby applied for is described as follows: to-wit: LOTS 13, 14 & 15 of

Parcel # 00122711 001227-13
SPLIT

The County assessor is issuing New Parcel Numbers

I Wade Robison, am the owner of the property in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Applicant (print) Wade Robison

Signed Wade Robison

Date 6-13-19

Mailing Address PO BOX 151207, ELY NV. 89315

E-Mail Address wrobison2020@gmail.com

Phone Number 775-289-0298



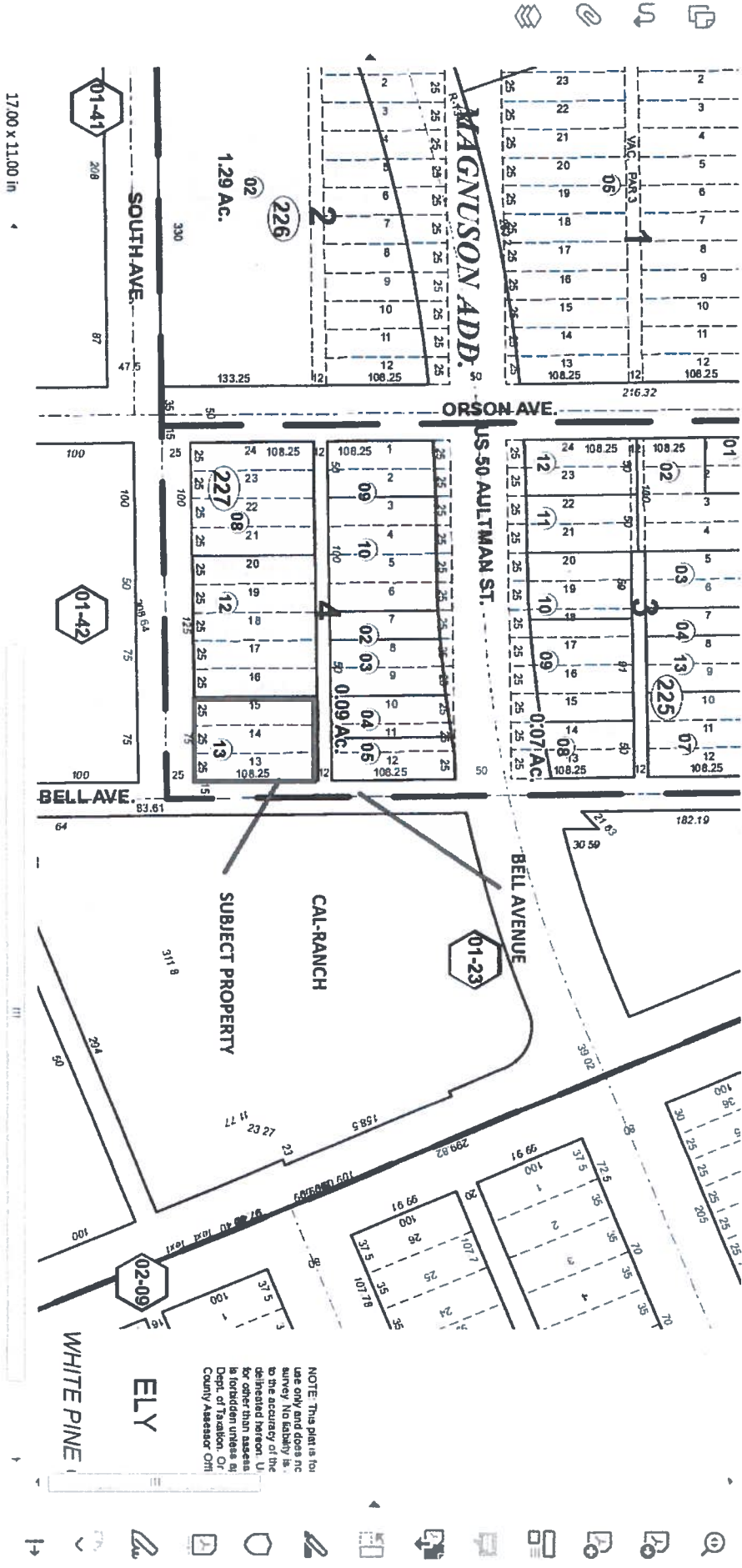
1 / 1



100%



Share



NOTE: This plat is for use only and does not constitute a warranty of the accuracy of the survey. No liability is assumed by the County Assessor for other than the information shown on this plat. This plat is for informational purposes only and is not to be used for legal purposes. The County Assessor is not responsible for any errors or omissions on this plat. The County Assessor is not responsible for any errors or omissions on this plat. The County Assessor is not responsible for any errors or omissions on this plat.



JCR DEVELOPMENT, LLC
PO BOX 151861
ELY, NEVADA 89315

Quote

Date	Estimate #
5/22/2019	1631

To:
Rimrock Construction 11716 South 700 East Draper, UT 84020

Proposed City Portion
Ave. D north L curb

	Contact	P.O. No.	
	Tim Moline		
Description	Qty	Rate	Total
Ely Holiday Inn Express - Replaces Quote #1621			
-Avenue D			
L Curb (North side)	457	36.00	16,452.00
Diagonal 3' Wide Valley Gutter (South)	100	34.00	3,400.00
ADA Curb Ramps (South)	3	1,296.00	3,888.00
Gluedown Curb	107	60.00	6,420.00
Traffic Control (Allowance)	1	1,800.00	1,800.00
Pour Divider Island	1	3,394.00	3,394.00
Permanent Signage	1	2,194.00	2,194.00
Over Excavate, Saw Cut, Break & Removal	1	2,606.00	2,606.00
4" Concrete Inside Valley Gutter	2,025	5.25	10,631.25
3" Asphalt Over 6" Road Base - Ave D	16,015	6.25	100,093.75
4" Concrete Over 6" Base - Prospector	8,444	5.90	49,819.60
- No Reinforcement			
4" Asphalt Over 6" Base - Hwy 93	2,702	6.75	18,238.50
Mob / Demob for Asphalt		20,000.00	20,000.00
Credit for Quote 1549 - already part of Contract #3231		-103,343.75	-103,343.75
* Asphalt unit pricing is based on 18,717 sq ft			
* Hwy 93 asphalt pricing will increase if existing asphalt is more than 4"			
Accepted By:	Date:	Total	\$135,593.35
Thank you for the opportunity to provide you with a quote. We look forward to working with you.			
1006 Aultman Street Ely, Nevada 89301 Phone: (775) 289-6708 Fax: (775) 289-6203			
NV A Lic #0059918 - General Engineering - \$ 5,000,000 Limit			
NV B-2 Lic #0060533 - Residential & Small Commercial - \$900,000 Limit			

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City of Ely and 501 Mill Street, Ely, Nevada 89301, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110; and

WHEREAS, the DEPARTMENT owns and maintains U.S. Highway 6 ("US 6"), U.S. Highway 50 ("US 50") and U.S. Highway 93 ("US 93") and will continue to own US 6, US 50 and US 93; and

WHEREAS, the DEPARTMENT desires to construct the Ely Downtown Reconstruction Construction Manager At-Risk (CMAR) Project which will reconstruct US 50 and US 93, provide lane reconfiguration, drainage upgrade, roadway lighting, safety improvements and landscaping elements on US 50 (Aultman Street), Milepost WP 66.263-67.667, US 93 (East Aultman Street), Milepost WP 53.639-54.467, and US 50/US 93 (Great Basin Boulevard), Milepost WP 67.667-68.450/WP 53.069-53.639 in White Pine County, hereinafter called the "PROJECT;" and

WHEREAS, the DEPARTMENT Contract 3760 constructs roadway lighting and safety improvements on US 6 from 0.418 miles west of Intersection of US 93 to Intersection with US 93.

WHEREAS, the purpose of this Agreement is to delegate authority to the CITY to perform maintenance services on certain improvements within the DEPARTMENT right-of-way located within the CITY limits including landscaping, landscape utilities (e.g., power and water services), lighting, graffiti removal and restoration, and appurtenances related thereto; and

WHEREAS, the rectangular rapid flashing beacon (RRFB) pedestrian crossing system which includes, but is not limited to, pole base, signal pole, beacon, signage, controller, interconnect cabling, and all related equipment to make the system fully functional; hereinafter call CROSSWALK FLASHING SYSTEM; and

WHEREAS, the PROJECT landscape and aesthetic facilities which include, but not limited to, plants (e.g., trees and shrubs), irrigation system, water system, decorative panel with back lighting, sentinel signs and all related appurtenances to make the landscape and aesthetic facilities fully functional; hereinafter called LANDSCAPE FACILITIES; and

WHEREAS, the CITY beautification committee's landscape and aesthetic facilities which include, but not limited to, wayfinding signs, trash receptacles, bike racks, benches and all related appurtenances to make the facilities fully functional; herein called BEAUTIFICATION FACILITIES; and

WHEREAS, the roadway lighting (Decorative and NDOT Pole Type 7) may include, but not limited to, foundations, luminaires, supporting arms, poles, power service, conductors, conduit and all related equipment to make the lighting system fully functional; hereinafter called LIGHTING SYSTEM; and

WHEREAS, maintenance is defined as actions performed on a regularly scheduled basis to preserve the intended working condition of the CROSSWALK FLASHING SYSTEM, LANDSCAPE FACILITIES, BEAUTIFICATION FACILITIES, and LIGHTING SYSTEM up to and including full service life replacement; and

WHEREAS, emergency is defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services; and

WHEREAS, the CROSSWALK FLASHING SYSTEM, LANDSCAPE FACILITIES, BEAUTIFICATION FACILITIES and LIGHTING SYSTEM maintenance services to be provided by the CITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To own, operate, maintain, and provide necessary labor and water, at no cost to the DEPARTMENT, for all LANDSCAPE FACILITIES, and all related ancillary components within the DEPARTMENT right-of-way.
2. To own, operate, maintain, and provide necessary labor, at no cost to the DEPARTMENT, for all BEAUTIFICATION FACILITIES, and all related ancillary components within the DEPARTMENT right-of-way.
3. To own, operate, maintain and provide necessary labor, at no cost to the DEPARTMENT, sentinel signs (CITY gateway signs).
4. To operate, maintain and provide necessary labor and electrical power for all CROSSWALK FLASHING SYSTEMS and all related ancillary components within the DEPARTMENT right-of-way that is located within the CITY jurisdictional boundaries without cost to the DEPARTMENT. Ownership of PEDESTRIAN CROSSWALK SYSTEM shall remain with the DEPARTMENT and are located on:
 - a. Aultman Street and 5th Street
 - b. Aultman Street and 9th Street
 - c. East Aultman and East 11th Street
 - d. East Aultman and East 15th Street
 - e. Great Basin Boulevard and Avenue I/ Camptom Street
 - f. Great Basin Boulevard, 200 feet south of Avenue O

g. US 6, 200 feet west of Pinion Road

5. To operate, maintain and provide necessary labor and electrical power for all LIGHTING SYSTEMS and all related ancillary components within the DEPARTMENT right-of-way that is located within the CITY jurisdictional boundaries without cost to the DEPARTMENT, except for any roadway lighting systems illuminating any freeway on-ramps, off-ramps or lighting systems attached to any freeway structure. Maintenance, repairs and operational standards and practices shall be consistent with applicable state and national standards and guidelines. Ownership of NDOT Pole Type 7 lighting shall remain with the DEPARTMENT and Decorative lighting shall remain with the City.

6. To install banners and other decorative features on the Decorative lighting within the DEPARTMENT right-of-way. Any message on decorative features attached to Decorative lighting shall be approved by the CITY. A DEPARTMENT permit is not needed for installation, unless such installation or maintenance activities require a lane closure.

7. To observe, review and inspect all project construction work related to CITY's maintenance responsibilities within DEPARTMENT right-of-way, at no cost to the DEPARTMENT, with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the contractor.

8. To participate in a final PROJECT construction, walk through at the completion of the project and a final walk through at the end of the plant establishment period, at no cost to the DEPARTMENT, with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not the contractor.

9. To invoice the DEPARTMENT for One Hundred Percent (100%) for the replacement/repair cost for all NDOT Pole Type 7 lighting and CROSSWALK FLASHING SYSTEMS, equipment replaced or repaired due to incidental damages, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per item and are unrecoverable by insurance or other means.

10. To invoice the DEPARTMENT for one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs associated to the NDOT Pole Type 7 lighting and CROSSWALK FLASHING SYSTEMS, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per item and are unrecoverable by insurance or other means. All invoices submitted for emergency costs (unrecoverable by insurance) shall contain documentation that fully describes the emergency situation and justification for the claim.

11. To complete the review of all submittals (e.g., decorative light pole design) within five (5) working days of receipt and submit request for changes by the CITY to the DEPARTMENT within five (5) working days after receipt of submission. In the event the CITY does not provide the DEPARTMENT with the CITY's response within five (5) working days following receipt of the DEPARTMENT's documents, the DEPARTMENT may proceed with submittals and change orders so as to not delay the PROJECT and will assume no liability therefore.

12. To fund and administer One Hundred Percent (100%) of the BEAUTIFICATION FACILITIES.

13. To provide BEAUTIFICATION FACILITIES plans and specifications for review and comment, and to invite the DEPARTMENT to review meeting.

14. Upon DEPARTMENT acceptance of BEAUTIFICATION FACILITIES within the DEPARTMENT right-of-way, the City may place BEAUTIFICATION FACILITIES. A DEPARTMENT permit is not needed for installation, unless installation or maintenance activities require a lane closure.

15. To allow the DEPARTMENT to observe, review and inspect BEAUTIFICATION FACILITIES construction within the DEPARTMENT right-of-way with the understandings that all items of concern are to be reported the CITY and not to the contractor.

16. To be wholly responsible to perform graffiti removal and restoration of finishes without cost to Department, on all CITY maintained CROSSWALK FLASHING SYSTEMS, BEAUTIFICATION FACILITIES, LANDSCAPE FACILITIES and LIGHTING SYSTEMS.

17. A DEPARTMENT encroachment permit is not needed for maintenance and repair work performed on CROSSWALK FLASHING SYSTEMS, BEAUTIFICATION FACILITIES, LANDSCAPE FACILITIES or LIGHTING SYSTEMS.

18. For any lane closure(s), submit to the DEPARTMENT a temporary occupancy permit, two (2) working days prior to performing CROSSWALK FLASHING SYSTEMS, LANDSCAPE FACILITIES and/or LIGHTING SYSTEMS maintenance activities and provide information regarding the nature of the activity and planned traffic control information.

19. To notify DEPARTMENT with as much notice as possible if emergency repair activities cause significant impact to traffic, require lane closures, or require excavation through improved surfaces of the roadway. For emergencies during business hours, notify the DEPARTMENT Assistant District Engineer at (775) 289-1700 and during non-business hours, Road Operation Center, at (775) 777-2748.

20. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The CITY shall comply with all the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The CITY, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

d. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access

to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the CITY noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CITY under the Agreement until the CITY complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. **Agreements with subcontractors** will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. **Incorporation of Provisions:** The CITY will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event the CITY becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the CITY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the CITY may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund One Hundred Percent (100%) of the PROJECT and Contract 3760.

2. To provide preliminary and intermediate plans and specifications for review and comment, and to invite the CITY to the specification review meeting to address said comments.

3. To allow the CITY to observe, review, and inspect PROJECT construction work relating to CITY maintenance responsibilities with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

4. To allow the CITY to review and comment on the PROJECT change orders which involve features or items related to the PROJECT for which CITY assumes a maintenance responsibility. The CITY's written response shall be made within five (5) working days of -receipt of the change order. No response from the CITY within this time frame shall constitute the CITY's consent and acceptance for the DEPARTMENT to proceed.

5. To provide the CITY a CROSSWALK FLASHER SYSTEM maintenance and operations training through the PROJECT.

6. To install up to three (3) sentinel signs (CITY gateway signs) as part of PROJECT, at no cost to the CITY, at locations to be agreed upon by the CITY.

7. To remove and replace Decorative lighting as part of PROJECT. Decorative lighting shall include, "Dark Sky" friendly, power outlets near top of pole, and bars for accessory banners/planters. Deviations from pole design shall require written concurrence from the CITY.

8. To retain ownership to CROSSWALK FLASHER SYSTEM and NDOT Pole Type 7 lighting on US 6, US 50 and US 93 within the CITY limits.

9. To fund One Hundred Percent (100%) of replacement/repair costs for all equipment replaced or repaired due to accidental damages to NDOT Pole Type 7 lighting and CROSSWALK FLASHER SYSTEM, provided the replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) and are unrecoverable by insurance or other means.

10. To fund One Hundred Percent (100%) of emergency replacement or repair costs without prior written agreed upon costs (unrecoverable by insurance) associated with the NDOT Pole Type 7 lighting and CROSSWALK FLASHER SYSTEM, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per item and are unrecoverable by insurance or other means.

11. To provide a listing of LIGHTING SYSTEMS maintained and operated by a third party. If additional LIGHTING SYSTEMS are installed by third parties, DEPARTMENT District Office shall update the list and provide to the CITY.

12. To own and maintain roadway surface, curb and gutter and sidewalks within the DEPARTMENT right-of-way limits.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2022 or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the CITY performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the CITY shall forfeit any and all right to payment for such work.

4. The CITY, on behalf of itself, its executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the CITY provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The CITY shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

8. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.:Jae Pullen, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7589
Email: jpullen@dot.nv.gov

FOR City of Ely:

City Clerk
501 Mill Street
Ely, NV 89301
Phone: (775) 289-2430
Email: jlee@elycity.com (subject to change)

The PARTIES agree and stipulate to provide written notice to the other party of any changes in the point of contact for either PARTY via email or written correspondence within thirty (30) calendar days of any such change.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, 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, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own 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 herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

13. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

14. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and

copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

19. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

20. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

21. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

22. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

23. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

24. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

25. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

26. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

27. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Ely

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Nathan Robertson, Mayor

Director

Attested to by:

Jennifer Lee, City Clerk

Approved as to Legality and Form:

Deputy Attorney General

Approved as to Form:

Charles H. Odgers, Esq., City Attorney

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9740	BASIN ENGINEERING CORPOR	1904012-1	NDOW GRANT	07/10/2019	28,058.00	28,058.00	07/10/2019
Total 9740:					28,058.00	28,058.00	
14396	SHELL CREEK CONSTRUCTIO	1	STEPTOE VALLEY TRAP AND S	05/24/2019	204,737.85	204,737.85	07/10/2019
14396	SHELL CREEK CONSTRUCTIO	2	STEPTOE VALLEY TRAP AND S	05/24/2019	144,531.22	144,531.22	07/10/2019
Total 143961:					349,269.07	349,269.07	
Grand Totals:					377,327.07	377,327.07	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
37	WESTERN ENVIRONMENTAL T	114753	ELECTRICAL CONDUCTIVITY	06/29/2019	347.40	347.40	07/16/2019
Total 37:					347.40	347.40	
43	NARANJO RAUL	075	DRC-JUNE 2019	07/01/2019	250.00	250.00	07/16/2019
43	NARANJO RAUL	075	DRC-JUNE 2019	07/01/2019	250.00	250.00	07/16/2019
43	NARANJO RAUL	075	WATER TESTING REVIEW	07/01/2019	500.00	500.00	07/16/2019
43	NARANJO RAUL	075	6/6/19-MILEAGE	07/01/2019	136.08	136.08	07/16/2019
43	NARANJO RAUL	075	LEAD AND COPPER SAMPLE P	07/01/2019	250.00	250.00	07/16/2019
43	NARANJO RAUL	075	LEAD AND COPPER SAMPLE P	07/01/2019	250.00	250.00	07/16/2019
43	NARANJO RAUL	075	6/21/19-MILEAGE	07/01/2019	68.32	68.32	07/16/2019
43	NARANJO RAUL	075	6/21/19-MILEAGE	07/01/2019	68.32	68.32	07/16/2019
43	NARANJO RAUL	075	ADMIN-DEMAND CHARGE	07/01/2019	50.00	50.00	07/16/2019
43	NARANJO RAUL	075	ADMIN-DEMAND CHARGE	07/01/2019	100.00	100.00	07/16/2019
Total 43:					1,922.72	1,922.72	
66	CARMACK, DIANE	7/8/19-REFUN	REFUND FEES-UTILITY	07/08/2019	13.00	13.00	07/16/2019
Total 66:					13.00	13.00	
350	AT&T	7752892150-6/	UTILITIES	06/28/2019	117.68	117.68	07/16/2019
350	AT&T	7752892345-6/	UTILITIES	06/28/2019	24.06	24.06	07/16/2019
350	AT&T	7752892430-6/	UTILITIES	06/28/2019	53.66	53.66	07/16/2019
350	AT&T	7752892430-6/	UTILITIES	06/28/2019	53.66	53.66	07/16/2019
350	AT&T	7752892430-6/	UTILITIES	06/28/2019	53.65	53.65	07/16/2019
350	AT&T	7752892430-6/	UTILITIES	06/28/2019	53.65	53.65	07/16/2019
350	AT&T	7752894602-6/	UTILITIES	06/28/2019	13.85	13.85	07/16/2019
350	AT&T	7752894838-6/	UTILITIES	06/28/2019	69.07	69.07	07/16/2019
350	AT&T	7752894838-6/	UTILITIES	06/28/2019	69.07	69.07	07/16/2019
350	AT&T	7752896103-6/	UTILITIES	06/28/2019	13.85	13.85	07/16/2019
350	AT&T	7752896500-6/	UTILITIES	06/28/2019	13.85	13.85	07/16/2019
350	AT&T	7752896633-6/	UTILITIES	06/28/2019	51.14	51.14	07/16/2019
Total 350:					587.19	587.19	
440	BATH LUMBER	101477	GAUGE WATER/LVL TORPEDO	06/24/2019	35.07	35.07	07/16/2019
440	BATH LUMBER	101989	PLUMBING	06/26/2019	1.16	1.16	07/16/2019
440	BATH LUMBER	102345	SUPPLIES-PARKS	06/27/2019	11.65	11.65	07/16/2019
440	BATH LUMBER	103330	CITY BEUTIFICATION	07/01/2019	138.80	138.80	07/16/2019
440	BATH LUMBER	103416	WATER-TARP POLY	07/01/2019	53.99	53.99	07/16/2019
440	BATH LUMBER	103583	SUPPLIES-PARKS	07/02/2019	7.73	7.73	07/16/2019
440	BATH LUMBER	103894	BOLT	07/03/2019	9.32	9.32	07/16/2019
440	BATH LUMBER	104795	VLV BALL	07/08/2019	13.49	13.49	07/16/2019
Total 440:					271.21	271.21	
750	C & B AUTO	409629	BLDG DEPT-GAS GRANDE SHO	06/25/2019	125.98	125.98	07/16/2019
750	C & B AUTO	410801	LUCAS PWR/PWR STEERING	07/03/2019	19.67	19.67	07/16/2019
Total 750:					145.65	145.65	
842	WHITE PINE COUNTY RECORD	2.2029.3	BRIGGS, CAMERON-LIEN RELE	06/05/2019	35.00	35.00	07/16/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
842	WHITE PINE COUNTY RECORD	2 2029.3	BYRNE, GEORGE-LIEN RELEAS	06/05/2019	35.00	35.00	07/16/2019
842	WHITE PINE COUNTY RECORD	2 2029.3	STOLZ, BILLIE SUE-LIEN RELEA	06/05/2019	35.00	35.00	07/16/2019
Total 842:					105.00	105.00	
960	CHRIS' SERVICE	11428	5 GL BUCKET-LUBRICATING	06/28/2019	90.29	90.29	07/16/2019
Total 960:					90.29	90.29	
1450	ELY VOLUNTEER FIRE DEPART	JULY2019	Fire Hall Rent	07/01/2019	112.50	112.50	07/16/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019	Fire Hall Rent	07/01/2019	112.50	112.50	07/16/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019	Fire Hall Rent	07/01/2019	112.50	112.50	07/16/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019	Fire Hall Rent	07/01/2019	112.50	112.50	07/16/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019	7th Paid Firefighter	07/01/2019	1,050.00	1,050.00	07/16/2019
Total 1450:					1,500.00	1,500.00	
1750	GALE OIL	11433	LOADER FLAT REPAIR	06/26/2019	70.95	70.95	07/16/2019
1750	GALE OIL	11865	REPAIR TIRE	07/12/2019	157.00	157.00	07/16/2019
Total 1750:					227.95	227.95	
2210	IDEXX DISTRIBUTION CORP	3049399861	WP200I GAMMA IRRAD COLILE	06/24/2019	1,222.05	1,222.05	07/16/2019
Total 2210:					1,222.05	1,222.05	
2380	JUSTICE SYSTEMS INC	INV86188	FULLCOURT MAIN & SUPPORT	06/21/2019	1,550.00	1,550.00	07/16/2019
2380	JUSTICE SYSTEMS INC	INV86188	INTEGRATED IMAGING MAIN &	06/21/2019	1,550.00	1,550.00	07/16/2019
Total 2380:					3,100.00	3,100.00	
2860	MICHAEL A CLARK TRUCKING I	382301	55G DRUM/UN179/HYPOCHLOR	07/03/2019	340.06	340.06	07/16/2019
Total 2860:					340.06	340.06	
3130	NATIONS MEDICAL	105133	MEDICAL SUPPLIES	07/12/2019	23.93	23.93	07/16/2019
3130	NATIONS MEDICAL	105133	MEDICAL SUPPLIES	07/12/2019	23.93	23.93	07/16/2019
3130	NATIONS MEDICAL	105133	MEDICAL SUPPLIES	07/12/2019	23.94	23.94	07/16/2019
3130	NATIONS MEDICAL	105134	MEDICAL SUPPLIES	07/12/2019	116.35	116.35	07/16/2019
3130	NATIONS MEDICAL	105135	MEDICAL SUPPLIES	07/12/2019	77.55	77.55	07/16/2019
Total 3130:					265.70	265.70	
3290	NEVADA PUBLIC AGENCY INS	Y-E JUNE 30,	END OF YR PAYROLL AUDIT R	06/01/2019	28,357.50	28,357.50	07/16/2019
Total 3290:					28,357.50	28,357.50	
3940	PUBLIC EMPLOYEES RETIREM	JUNE 2019	AGENCY 606	07/15/2019	34,687.38	34,687.38	07/15/2019
Total 3940:					34,687.38	34,687.38	
4790	BATTLE BORN MEDIA, LLC	E19-0705852	CDBG APP-ELY TIMES	07/05/2019	112.00	112.00	07/16/2019
4790	BATTLE BORN MEDIA, LLC	E19-0705898	ADMIN ASST AD-ELY TIMES	07/05/2019	45.00	45.00	07/16/2019
Total 4790:					157.00	157.00	
5270	WHEELER MACHINERY CO	ELC243850	HOSE/COUPLING	06/25/2019	97.80	97.80	07/16/2019
5270	WHEELER MACHINERY CO	ELC243874	CUT EDGE/NUTS/BOLTS	06/26/2019	394.97	394.97	07/16/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5270	WHEELER MACHINERY CO	PS000831891	BATTERY-FIRE DEPT	07/05/2019	262.96	262.96	07/16/2019
5270	WHEELER MACHINERY CO	PS000833086	SPILL CONTAINER	07/09/2019	323.53	323.53	07/16/2019
5270	WHEELER MACHINERY CO	PS000833087	HOSE/CLAMP/BOLT	07/09/2019	27.59	27.59	07/16/2019
5270	WHEELER MACHINERY CO	PS000833088	MICROLITE RADIAL	07/09/2019	66.13	66.13	07/16/2019
5270	WHEELER MACHINERY CO	SL51936	LOADER REPAIRS	07/11/2019	706.25	706.25	07/16/2019
Total 5270:					1,879.23	1,879.23	
6590	LIFE-ASSIST INC	929044	MEDICAL SUPPLIES	06/28/2019	1,090.44	1,090.44	07/16/2019
Total 6590:					1,090.44	1,090.44	
9140	NATIONAL BUSINESS FACTOR	6/1/19-6/30/19	COEFD6024C 4	07/09/2019	30.00	30.00	07/16/2019
Total 9140:					30.00	30.00	
9430	NV LEAGUE OF CITIES & MUNI	72019-01	DUES FY 2019-20	06/12/2019	639.04	639.04	07/16/2019
9430	NV LEAGUE OF CITIES & MUNI	72019-01	DUES FY 2019-20	06/12/2019	639.03	639.03	07/16/2019
9430	NV LEAGUE OF CITIES & MUNI	72019-01	DUES FY 2019-20	06/12/2019	639.03	639.03	07/16/2019
9430	NV LEAGUE OF CITIES & MUNI	72019-01	DUES FY 2019-20	06/12/2019	639.03	639.03	07/16/2019
Total 9430:					2,556.13	2,556.13	
10050	SPORTSWORLD	514553	YETI RAMBLER/CARHART	07/03/2019	154.79	154.79	07/16/2019
Total 10050:					154.79	154.79	
11487	UPPER CASE PRINTING, INK	14682	MONTHLY MAILINGS	07/09/2019	187.50	187.50	07/16/2019
11487	UPPER CASE PRINTING, INK	14682	MONTHLY MAILINGS	07/09/2019	93.75	93.75	07/16/2019
11487	UPPER CASE PRINTING, INK	14682	MONTHLY MAILINGS	07/09/2019	93.75	93.75	07/16/2019
11487	UPPER CASE PRINTING, INK	14682	MONTHLY MAILINGS	07/09/2019	187.50	187.50	07/16/2019
Total 11487:					562.50	562.50	
12967	FREEDOM MAILING SERVICES,	36272	ELY POSTCARD BILLS	07/04/2019	481.50	481.50	07/16/2019
12967	FREEDOM MAILING SERVICES,	36272	ELY POSTCARD BILLS	07/04/2019	481.50	481.50	07/16/2019
12967	FREEDOM MAILING SERVICES,	36272	ELY POSTCARD BILLS	07/04/2019	481.50	481.50	07/16/2019
Total 12967:					1,444.50	1,444.50	
14170	WASHINGTON NATIONAL INSU	P1923572	EMPLOYEE CONTRIBUTED INS	07/01/2019	183.00	183.00	07/16/2019
Total 141701:					183.00	183.00	
14176	SOUTH FORK HARDWARE-ELY	36702	522 U BOLT ZN	06/27/2019	1.99	1.99	07/16/2019
Total 141761:					1.99	1.99	
14177	NNRDA	2020-4	INTER-LOCAL SERVICE AGREE	07/01/2019	4,563.90	4,563.90	07/16/2019
Total 141771:					4,563.90	4,563.90	
14203	LOCKIE & MACFARLAN LTD	JUNE 27, 2019	ST OF NV vs HEATHER HUFFM	06/27/2019	402.68	402.68	07/16/2019
Total 142031:					402.68	402.68	
14246	NNE CONSTRUCTION, INC.	7/11/19-REFU	HYDRANT REFUND (DEPOSIT)	07/11/2019	2,200.00	2,200.00	07/16/2019
14246	NNE CONSTRUCTION, INC.	7/11/19-REFU	HYDRANT REFUND (DEPOSIT)	07/11/2019	2,200.00	2,200.00	07/16/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 142461:					4,400.00	4,400.00	
14263	DEPT OF BUSINESS & INDUST	AA2019-319	FY20 ASSESSMENT	06/21/2019	43.20	43.20	07/16/2019
14263	DEPT OF BUSINESS & INDUST	AA2019-319	FY20 ASSESSMENT	06/21/2019	43.20	43.20	07/16/2019
14263	DEPT OF BUSINESS & INDUST	AA2019-319	FY20 ASSESSMENT	06/21/2019	43.20	43.20	07/16/2019
14263	DEPT OF BUSINESS & INDUST	AA2019-319	FY20 ASSESSMENT	06/21/2019	43.20	43.20	07/16/2019
14263	DEPT OF BUSINESS & INDUST	AA2019-319	FY20 ASSESSMENT	06/21/2019	43.20	43.20	07/16/2019
Total 142631:					216.00	216.00	
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	8.00	8.00	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	105.61	105.61	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	71.41	71.41	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	146.68	146.68	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	128.66	128.66	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	69.60	69.60	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	185.36	185.36	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	115.43	115.43	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	97.91	97.91	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	87.39	87.39	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	87.09	87.09	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	46.84	46.84	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	36.65	36.65	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	177.64	177.64	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	89.28	89.28	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	248.22	248.22	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	120.31	120.31	07/16/2019
14269	Hunt & Sons, Inc.	78023	Fuel	06/15/2019	120.31	120.31	07/16/2019
Total 142691:					1,942.39	1,942.39	
14319	DEPARTMENT OF AGRICULTU	32828	ANNUAL FEE/J-LICENSE	07/01/2019	300.00	300.00	07/16/2019
Total 143191:					300.00	300.00	
14397	BRYANT RONALD	7/1/19-REFUN	OVERPAYMENT ON ACCT	07/01/2019	20.96	20.96	07/16/2019
Total 143971:					20.96	20.96	
14398	THOMAS JULIA	7/8/19-REFUN	SOLD PROPERTY-REFUND	07/08/2019	13.00	13.00	07/16/2019
Total 143981:					13.00	13.00	
14399	SCHALLER CONRAD	7/8/19-REFUN	REFUND-ANIMAL TRAP	07/08/2019	20.00	20.00	07/16/2019
Total 143991:					20.00	20.00	
14400	DANNER DENNIS	7/11/19-REFU	SENT WRONG CHECK-CHRIS S	07/11/2019	104.55	104.55	07/16/2019
Total 144001:					104.55	104.55	
14401	A.G. SERVICES, LLC	20190705	MORTISE CYLINDER LOCK	07/05/2019	120.00	120.00	07/16/2019
Total 144011:					120.00	120.00	
14402	ROBISON REED	7/3/19	VICKI JOHN-RESTITUTION	07/03/2019	155.00	155.00	07/16/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 144021:					155.00	155.00	
14403	CRIPPS WALTER-ESTATE	7/15/19	SOLD PROPERTY-REFUND	07/15/2019	104.00	104.00	07/16/2019
Total 144031:					104.00	104.00	
14404	HSA BANK	6/26/19	MERRITT ALLEN	06/26/2019	600.00	600.00	07/16/2019
14404	HSA BANK	6/26/19	STORK PATRICK	06/26/2019	900.00	900.00	07/16/2019
Total 144041:					1,500.00	1,500.00	
Grand Totals:					95,105.16	95,105.16	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
42	AIRGAS	9963276001	OXYGEN	06/30/2019	16.55	.00	
42	AIRGAS	9963276002	OXYGEN	06/30/2019	297.45	.00	
Total 42:					314.00	.00	
44	SAFETY SUPPLY & SIGN CO.	169254	OHV SIGNS	06/26/2019	3,608.00	.00	
Total 44:					3,608.00	.00	
350	AT&T	7752891568-6/	UTILITIES	06/28/2019	13.85	.00	
Total 350:					13.85	.00	
370	AT&T LONG DISTANCE	1270364856	MUNI-LONG DISTANCE	06/30/2019	2.69	.00	
Total 370:					2.69	.00	
440	BATH LUMBER	100279	WASTE WATER	06/19/2019	1.79	.00	
440	BATH LUMBER	100303	PARKS	06/19/2019	28.77	.00	
440	BATH LUMBER	102423	SUPPLIES-FIRE DEPT	06/27/2019	24.28	.00	
440	BATH LUMBER	102584	RATCHET-FIRE DEPT	06/28/2019	26.99	.00	
440	BATH LUMBER	96851	WATER DEPT	06/05/2019	23.02	.00	
Total 440:					104.85	.00	
750	C & B AUTO	408821	STARTER-WATER DEPT	06/20/2019	394.16	.00	
Total 750:					394.16	.00	
850	CASELLE INC	95965	CONTRACT SUPPORT AND MAI	07/01/2019	364.00	.00	
850	CASELLE INC	95965	CONTRACT SUPPORT AND MAI	07/01/2019	364.00	.00	
850	CASELLE INC	95965	CONTRACT SUPPORT AND MAI	07/01/2019	364.00	.00	
850	CASELLE INC	95965	CONTRACT SUPPORT AND MAI	07/01/2019	364.00	.00	
Total 850:					1,456.00	.00	
965	WOLF, RIFKIN, SHAPIRO, SCHU	3312534	S&S SERVICES	06/30/2019	135.00	.00	
Total 965:					135.00	.00	
995	APEX PEST CONTROL	4088	BAIT STATIONS	06/25/2019	100.00	.00	
Total 995:					100.00	.00	
1041	WHITE PINE COUNTY ROAD	51	FUEL BILLING	06/30/2019	115.20	.00	
1041	WHITE PINE COUNTY ROAD	55	FUEL BILLING	06/30/2019	23.81	.00	
1041	WHITE PINE COUNTY ROAD	6/20/19	FUEL BILLING-LANDFILL	06/20/2019	47.36	.00	
1041	WHITE PINE COUNTY ROAD	60	FUEL BILLING	06/30/2019	34.05	.00	
1041	WHITE PINE COUNTY ROAD	60	FUEL BILLING	06/30/2019	34.05	.00	
1041	WHITE PINE COUNTY ROAD	61	FUEL BILLING	06/30/2019	57.34	.00	
1041	WHITE PINE COUNTY ROAD	62	FUEL BILLING	06/30/2019	66.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1041:					378.22	.00	
1205	VALLEY COLLECTIONS SERVIC	7/3/19	LINDA DRAYTON-#2012-275	07/19/2019	97.40	.00	
Total 1205:					97.40	.00	
2240	INTERNATIONAL CODE COUNC	3237238	GOV. MEMBER DUES-0962935	07/10/2019	135.00	.00	
Total 2240:					135.00	.00	
2270	J & M TRUCKING	37861	KNOB/STYLE BLOCK	06/19/2019	118.75	.00	
Total 2270:					118.75	.00	
3290	NEVADA PUBLIC AGENCY INS	5285	VIOLATION OF NRS 241 033	11/18/2018	500.00	.00	
3290	NEVADA PUBLIC AGENCY INS	5387	INVALID LANDFILL FEES	05/19/2019	500.00	.00	
Total 3290:					1,000.00	.00	
3330	NEVADA STATE CONTROLLER	JUNE 2019	STATE GEN FUND ASSESSMEN	06/30/2019	175.00	.00	
3330	NEVADA STATE CONTROLLER	JUNE 2019	REMAINDER OF THE ASSESSM	06/30/2019	2,130.00	.00	
3330	NEVADA STATE CONTROLLER	JUNE 2019	SPECIALTY COURT ASSESSME	06/30/2019	191.00	.00	
3330	NEVADA STATE CONTROLLER	JUNE 2019	SPECIALTY COURT ASSESSME	06/30/2019	225.00	.00	
Total 3330:					2,721.00	.00	
3570	OFFICE DEPOT	331716540001	OFFICE SUPPLIES	06/19/2019	14.78	.00	
3570	OFFICE DEPOT	331716540001	OFFICE SUPPLIES	06/19/2019	37.99	.00	
3570	OFFICE DEPOT	331716540001	OFFICE SUPPLIES	06/19/2019	45.10	.00	
3570	OFFICE DEPOT	331716540002	OFFICE SUPPLIES	06/20/2019	14.24	.00	
3570	OFFICE DEPOT	331719639001	OFFICE SUPPLIES	06/19/2019	39.16	.00	
3570	OFFICE DEPOT	331719639001	OFFICE SUPPLIES	06/19/2019	14.29	.00	
3570	OFFICE DEPOT	331719640001	SIGNS AND HOLDERS-COUNCI	06/24/2019	143.92	.00	
3570	OFFICE DEPOT	334759645001	TONER	06/26/2019	92.99	.00	
Total 3570:					402.47	.00	
3660	OPERATING ENGINEERS LOCA	JULY 2019	BELL, HAYES, JACKSON, MART	06/30/2019	245.00	.00	
3660	OPERATING ENGINEERS LOCA	JULY 2019	STORK	06/30/2019	64.00	.00	
Total 3660:					309.00	.00	
4790	BATTLE BORN MEDIA, LLC	E19-0614369	HEARING REZONE CLASSIFICA	06/14/2019	84.00	.00	
Total 4790:					84.00	.00	
5320	WHITE PINE COUNTY TREASU	002-280-16/00	TAXES 7/19-6/20	07/01/2019	36.00	.00	
5320	WHITE PINE COUNTY TREASU	010-420-06/00	TAXES 7/19-6/20	07/01/2019	910.11	.00	
Total 5320:					946.11	.00	
5400	WILLIAM BEE RIRIE HOSPITAL	071619	SUPPLIES-FIRE DEPT	07/16/2019	97.50	.00	
Total 5400:					97.50	.00	
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.45	.00	
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.45	.00	
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.45	.00	
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.45	.00	
5460	XEROX CORPORATION	097384672	METER CHARGES 5/21/19-6/21/	07/01/2019	78.44	.00	
Total 5460:					470.69	.00	
5520	LIBERTY TIRE RECYCLING LLC	16885	TIRE RECYCLING	06/22/2019	4,416.53	.00	
Total 5520:					4,416.53	.00	
6140	BATTLEBORN RESTORATION	7339	TOWING-MURRY SUMMIT	04/30/2019	92.00	.00	
Total 6140:					92.00	.00	
6590	LIFE-ASSIST INC	928211	SUPPLIES-FIRE DEPT	06/25/2019	149.00	.00	
Total 6590:					149.00	.00	
8940	DRUG & ALCOHOL TESTING	0619-545	TESTING	06/30/2019	25.00	.00	
8940	DRUG & ALCOHOL TESTING	0619-545	TESTING	06/30/2019	25.00	.00	
Total 8940:					50.00	.00	
10743	MERRITT ALLEN	7/11/19	CLOTHING EXPENSE	07/11/2019	128.49	.00	
Total 10743:					128.49	.00	
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2019	21.66	.00	
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2019	21.66	.00	
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2019	21.66	.00	
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2019	21.67	.00	
Total 11240:					86.65	.00	
11801	PRAXAIR DISTRIBUTION	90172385	CYLINDER RENTAL	06/22/2019	25.30	.00	
Total 11801:					25.30	.00	
12842	J W ELECTRIC	3511	ELECTRICIAN SERVICES	06/25/2019	70.00	.00	
Total 12842:					70.00	.00	
14214	FAMILY DOLLAR	6/27/19	BRYAN FITZNER-RESTITUTION	06/27/2019	34.47	.00	
Total 14214:					34.47	.00	
14266	AFLAC	289427	INSURANCE-ACCT#00Q711	06/25/2019	1,191.50	.00	
Total 142661:					1,191.50	.00	
14359	STATE OF NEVADA DEPT OF P	50706	FINGER PRINTS	06/30/2019	376.00	.00	
Total 143591:					376.00	.00	
14393	AMAZON CAPITAL SERVICES	11RR-4NN7-D	PROJECTOR SCREEN	07/03/2019	138.99	.00	
14393	AMAZON CAPITAL SERVICES	199K-7YYD-RX	SURFACE 3 TABLET	07/03/2019	244.66	.00	
14393	AMAZON CAPITAL SERVICES	19FV-YJCR-W	SURFACE 3 ALUMINUM STAND	07/08/2019	34.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 143931:					418.60	.00	
14405	GLEAVE MADELINE	7/16/19	OVERPAYMENT-REFUND	07/16/2019	26.00	.00	
Total 144051:					26.00	.00	
14406	LEVANSKY ANTON	7/16/19	OVERPAYMENT-REFUND	07/16/2019	13.00	.00	
Total 144061:					13.00	.00	
Grand Totals:					19,966.23	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report

Invoices with totals above \$0 included

Paid and unpaid invoices included

July 25, 2019

Mr. David Smith, Regional Roads Engineer
Bureau of Indian Affairs -Western Regional Office
2600 N. Central Avenue, 4th Floor Mailroom
Phoenix, AZ 85004-3050

RE: Certification of Road Maintenance of City-Owned Roads
Ely Shoshone Indian Reservation

Dear Mr. Smith:

It is our understanding that the Ely Shoshone Tribe is in the process of updating the National Tribal Transportation Facility Inventory (NTTFI), formerly the Indian Reservation Roads (IRR) Inventory, and wish to include the City of Ely owned and maintained roads serving the Reservation in that system. The City of Ely understands that the current Inventory contains some non-Tribal and non-Bureau of Indian Affairs (BIA) owned routes leading to or traversing within Federal Indian Reservations or other Indian trust lands. Further, The City of Ely understands inclusion in the Inventory does not affect any change in ownership, jurisdiction and/or road maintenance responsibility. NTTFI classification facilitates identification of actual Tribal Transportation Program (TTP) needs and provides opportunity to obtain funding for improvements to TTP-eligible roads through the Federal Program. The City of Ely supports this approach as a means toward generation of additional funding for transportation improvements within the area encompassing the Ely Shoshone Indian Reservation and roadways which access their lands. These roads are important for the transportation of goods and services, employment, and economic development on the Reservation. The City of Ely currently owns and maintains certain City roads listed in the following table and which are to be entered into the NTTFI system:

NTTFI Route No.	Section	Section Length (miles)	Route Total (miles)	Section Name
9101	810	0.1		JV Walker Street
9101	820	0.1		JV Walker Street
9101	830	0.1		A Road
9101	840	0.1		Winter Road
9101	850	0.4	0.8	Campton Street
9102	810	0.2		Pine Street

July 10, 2019
Mr. David Smith, Regional Roads Engineer
Bureau of Indian Affairs – Western Regional Office
Page 2 of 2

9102	820	0.1		3rd Avenue
9102	830	0.1		3rd Avenue
9102	840	0.1		3rd Avenue
9102	850	0.1		Mountainside Drive
9102	860	0.1		1st Street
9102	870	0.1		1st Street
9102	880	0.1		1st Street
9102	890	0.1		1st Street
9102	895	0.1	1.1	1st Street
Total miles all routes			1.9	

The City of Ely consents to including the portions of the City roads listed above as non-BIA owned roads in the NTTFI system. Should funding and Tribal priorities allow, improvements to such roadways may be made through a cooperative process between the Tribe and the City. This document does not grant jurisdiction, ownership, or any other authority over said roadways to the Tribe. No improvements shall take place until the City grants permission to do so.

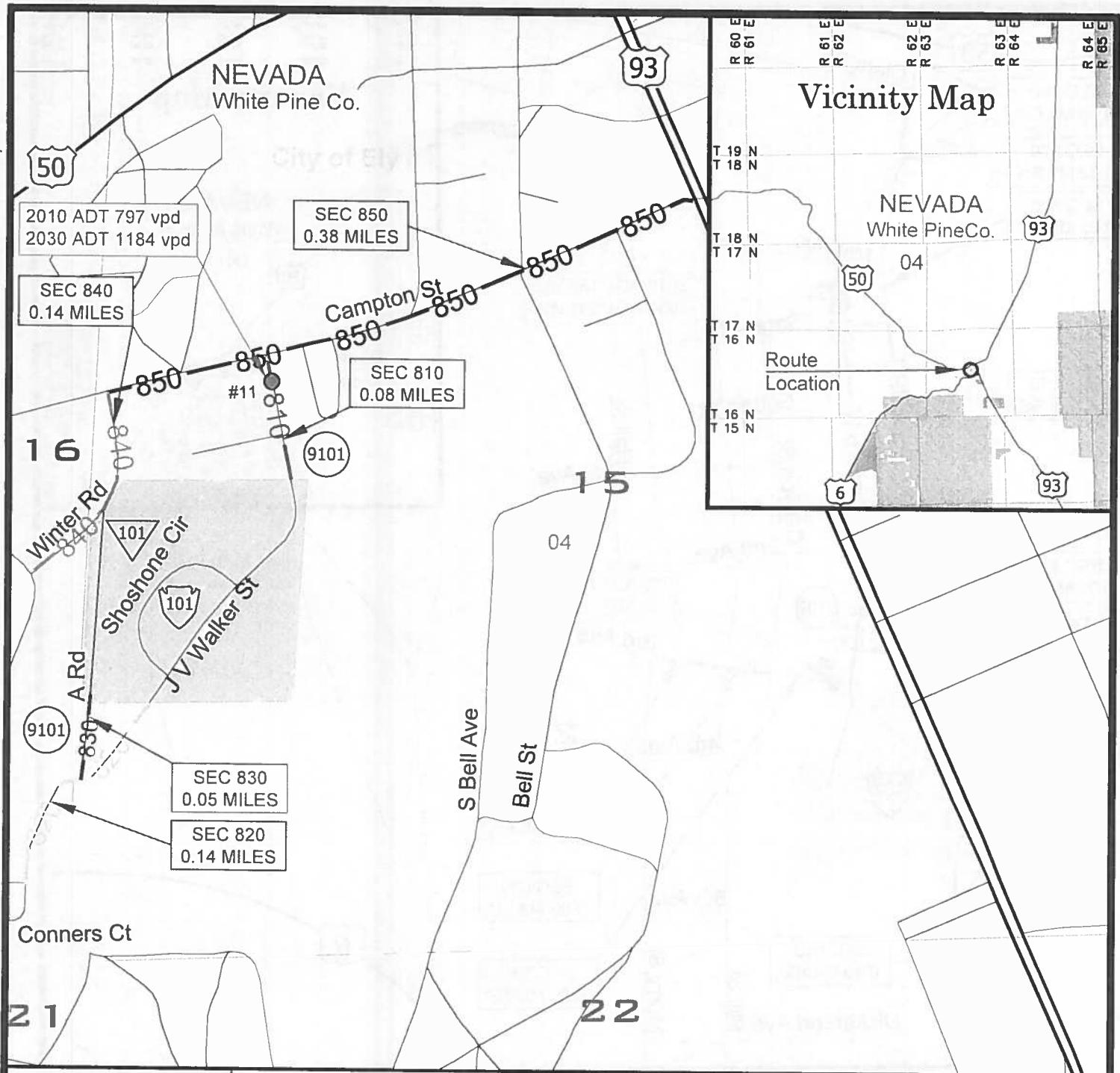
Should you have any questions concerning the right-of-way ownership or maintenance status of City of Ely roadways, please contact the City Engineer at (775) 289-9800.

Sincerely,
City of Ely, Nevada

Nathan Robertson
Mayor

Jennifer Lee
City Clerk

Cc: Michael Dalton, Tribal Planner, Ely Shoshone Tribe



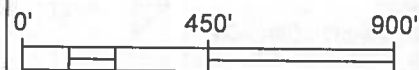
Route: 9101
Sections: 810-850

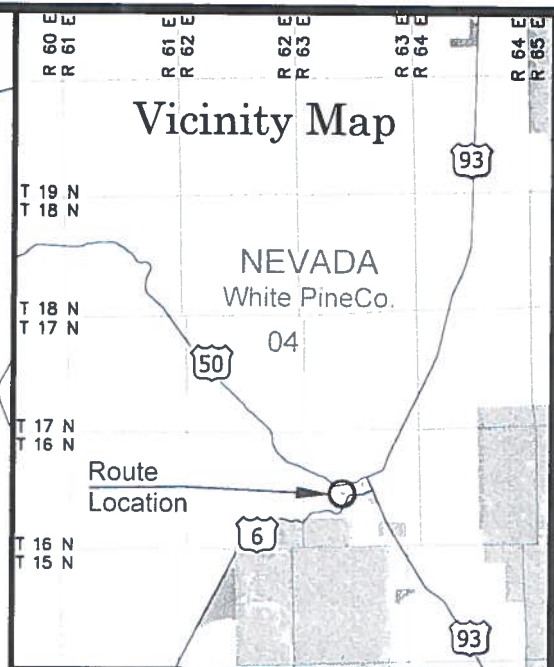
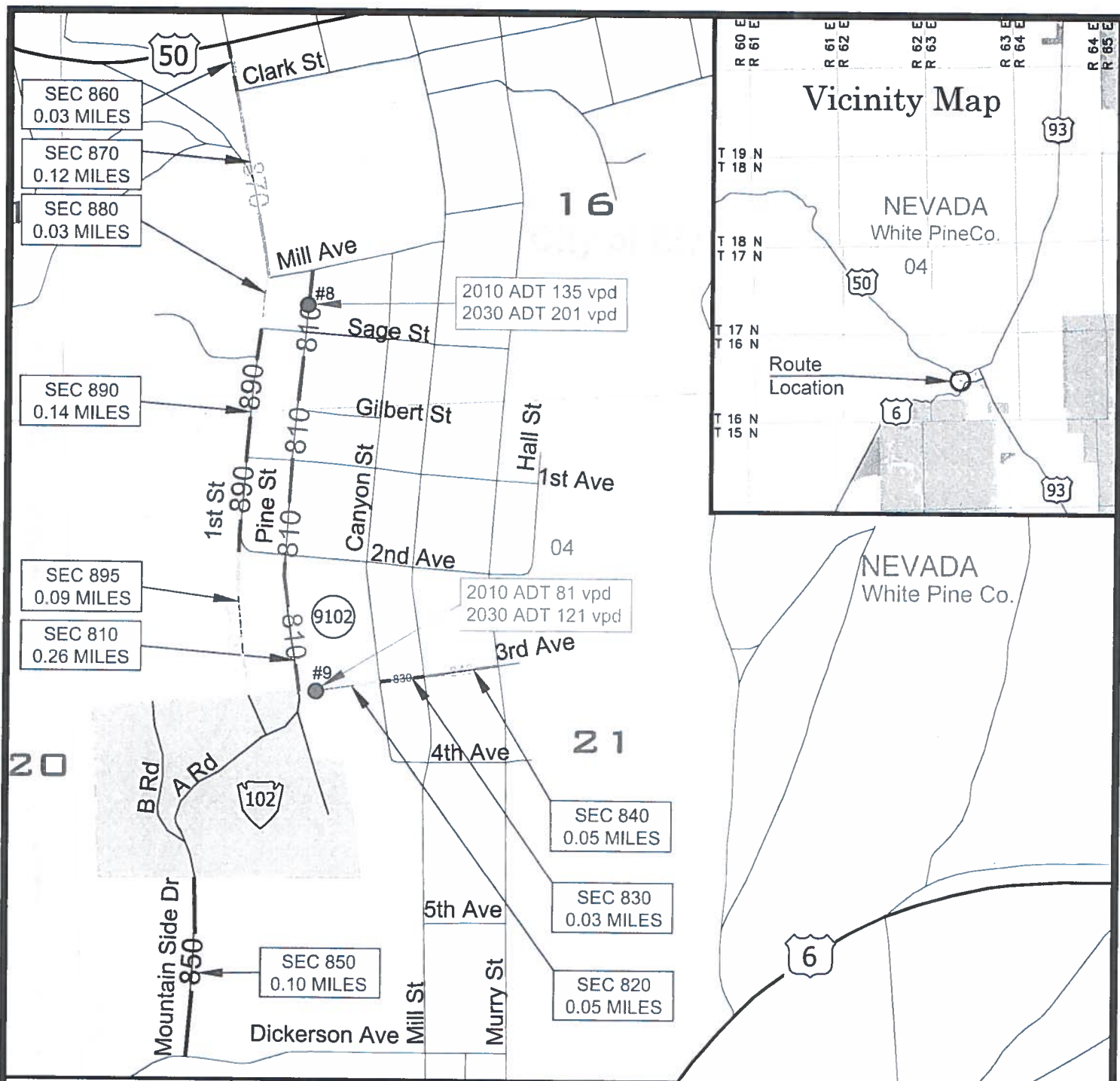
Length:
0.79 miles total
Functional Class:
3-Residential Street
Location:
Congressional Dist. 04
White Pine Co., NV
S 15,16, T 16 N, R 63 E











Ely Shoshone Indian Reservation
White Pine County, Nevada
Western Region - Eastern Nevada Agency

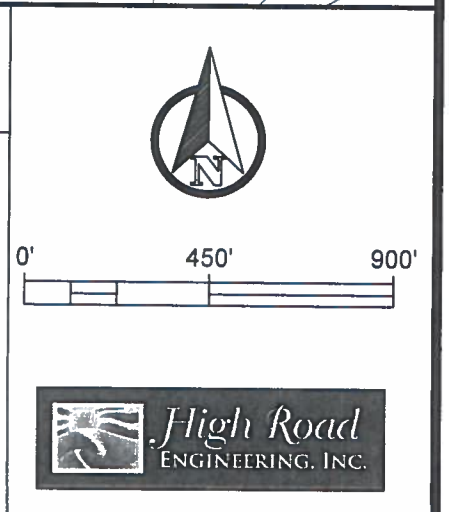
Map Legend

- | | | | |
|--|--------------|-------|--------------------------|
| | U.S. HIGHWAY | | INDIAN RESERVATION LANDS |
| | STATE ROUTE | | CITY BOUNDARY |
| | BIA ROUTE | | FOREST SERVICE |
| | CITY ROUTE | 04 | CONGRESSIONAL DISTRICT |
| | TRIBAL ROUTE | 010 | ROAD SECTION |
| | | 810 | |
| | | +++++ | RAILROAD TRACKS |
| | | 20 | SECTION NUMBER |
| | | ● | AVERAGE DAILY TRAFFIC |





	<div>Ely Shoshone Indian Reservation</div> <div>White Pine County, Nevada</div> <div>Western Region - Eastern Nevada Agency</div>	
<div>Route: 9102</div> <div>Sections: 810-895</div>		
<div>Length: 0.90 miles total</div> <div>Functional Class: 3-Residential Street</div> <div>Location: Congressional Dist. 04 White Pine Co., NV S 16,21, T 16 N, R 63 E</div>	<div>Map Legend</div> <div><div> U.S. HIGHWAY</div><div> STATE ROUTE</div><div> BIA ROUTE</div><div> CITY ROUTE</div><div> TRIBAL ROUTE</div></div> <div><div> INDIAN RESERVATION LANDS</div><div> CITY BOUNDARY</div><div> FOREST SERVICE</div><div><div>04</div>CONGRESSIONAL DISTRICT</div><div><div>010</div><div>810</div>ROAD SECTION</div><div> RAILROAD TRACKS</div><div><div>20</div>SECTION NUMBER</div><div> AVERAGE DAILY TRAFFIC</div></div>	



INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Ely and 501 Mill Street, Ely, Nevada 89301, hereinafter called the "CITY". Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal AGREEMENT is defined as an AGREEMENT by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreements is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for ownership, maintenance, operation, and repair of the traffic signal systems as listed by intersection according to Article III, Paragraph 4, hereinafter called SIGNAL SYSTEMS; and

WHEREAS, This Agreement supersedes and replaces any other existing Agreement or Agreement language pertaining to the SIGNAL SYSTEMS that govern traffic movements along the DEPARTMENT's State Maintained Highways and Routes. Portions of these SIGNAL SYSTEMS may also be located within the AGENCY's jurisdictional boundaries or may be included entirely by virtue of prior maintenance responsibilities; and

WHEREAS, the SIGNAL SYSTEM services of the CITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the SIGNAL SYSTEMS consist of pole foundations, signal lights, supporting arms and poles, luminaire arms and luminaires attached to signal poles, signal controller, controller cabinet and internal components, power service, battery back-up, conductors, detection system, intersection and interconnect cabling, advance flashers, and all related equipment to make the traffic signals fully functional at each intersection; and

WHEREAS, maintenance is defined as actions performed on a regularly scheduled basis to preserve the intended working condition of the SIGNAL SYSTEMS up to and including full service life replacement. Also, minor actions to correct a recurring problem, accommodate changes in prevailing traffic, or to update equipment to the current state of the practice; and

WHEREAS, emergency is defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services.

WHEREAS, capital improvement is defined as a major modification to the physical configuration and/or operational parameter of the SIGNAL SYSTEMS; and

WHEREAS, capital improvements are not included in this Agreement and shall be initiated by a permit application submitted to the District Permit Office; and

WHEREAS, the Parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – CITY AGREES

1. To operate, maintain, repair, and provide necessary labor and electrical power for all SIGNAL SYSTEMS and all related ancillary components required to safely operate and maintain the SIGNAL SYSTEMS. Maintenance, repair, and operational standards and practices shall be consistent with applicable state and national standards and guidelines.

2. To develop an annual preventative maintenance plan for all SIGNAL SYSTEMS. The maintenance plan for the upcoming year and documentation of completed maintenance for the prior year shall be sent to the DEPARTMENT by January 31 of each year. Upon execution of this agreement, a maintenance plan shall be provided to the DEPARTMENT within 30 calendar days for the remainder of the current year.

3. To invoice the DEPARTMENT for one hundred percent (100%) of the replacement/repair cost for all SIGNAL SYSTEMS equipment replaced or repaired due to incidental damages, provided replacement/repair costs exceed One Thousand Five Hundred and

No/100 Dollars (\$1,500.00) per intersection and are unrecoverable by insurance of the person causing damage to the SIGNAL SYSTEM or other means.

4. To invoice the DEPARTMENT for one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs associated to the SIGNAL SYSTEMS. All invoices submitted for emergency costs (unrecoverable by insurance) shall contain documentation that fully describes the emergency situation and justification for the claim.

5. To notify the DEPARTMENT in writing and obtain written approval from the DEPARTMENT for unforeseen work (not otherwise explained in this Agreement) on any SIGNAL SYSTEM in which the CITY is wanting to be reimbursed by the DEPARTMENT.

6. To invoice the DEPARTMENT after maintenance, repairs, or replacement of the agreed upon work has been successfully completed by the CITY.

7. To submit to the DEPARTMENT any as-built plans or documentation of work performed on SIGNAL SYSTEMS. The documentation submitted shall reference this Agreement number on the first page of each submittal.

8. To provide the DEPARTMENT District Engineer a list of anticipated SIGNAL SYSTEM maintenance, or repairs exceeding One Thousand Five Hundred and No/100 Dollars (\$1,500.00) each along with an estimated annual cost for which the CITY will request reimbursement. This list shall be delivered to the DEPARTMENT District Engineer within thirty (30) calendar days of initial execution of this Agreement and by the 31st day of January of each

year thereafter to enable budgeting of necessary funds. Available funding may impact approval of work requiring reimbursement.

9. To perform routine maintenance and coordinate with the DEPARTMENT Permit Office, at (775) 777-2748, two (2) working days prior to performing scheduled maintenance activities and provide information regarding the nature of the activity and planned traffic control information. The Permit Office will prepare required highway restriction reports and coordinate with affected DEPARTMENT operations. A DEPARTMENT encroachment permit is not needed for maintenance or repair work performed on SIGNAL SYSTEMS.

10. To notify DEPARTMENT with as much notice as possible if emergency repair activities cause significant impact to traffic, require lane closures, or require excavation through improved surfaces of the roadway. For emergencies during business hours, notify the DEPARTMENT Assistant District Engineer at (775) 289-1700 and during non-business hours, Road Operation Center, at (775) 777-2748.

ARTICLE II - DEPARTMENT AGREES

1. To fund one hundred percent (100%) of the replacement/repair costs for SIGNAL SYSTEMS equipment replaced or repaired due to incidental damages, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) and are unrecoverable by insurance or other means.

2. To fund one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs (unrecoverable by insurance) associated with the SIGNAL SYSTEMS.

3. To fund one hundred percent (100%) of cost for approved unforeseen work on the SIGNAL SYSTEMS.

4. To fund one hundred percent (100%) of the costs for the anticipated SIGNAL SYSTEM maintenance or repairs exceeding One Thousand Five Hundred and No/100 Dollars (\$1,500.00) each provided that the list is received by the DEPARTMENT District Engineer on time (as noted in Article I, Paragraph 7) and the budget for reimbursement is approved.

5. To process each of the CITY's invoices upon validation of costs and within thirty (30) calendar days upon receipt.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including two years from date above. This Agreement shall be automatically renewed for an additional two-year period on the last day of each two-year term unless a Party notifies the other Party in writing within thirty (30) calendar days prior to the automatic renewal of this Agreement of its intention that this Agreement expire at the completion of the two-year term then in effect.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The DEPARTMENT retains ownership of all SIGNAL SYSTEMS that govern traffic movements along the DEPARTMENT's State Maintained Highways/Routes within the DEPARTMENT's right-of-way. Portions of these SIGNAL SYSTEMS may be located within the

CITY's jurisdictional boundaries or may be included entirely by virtue of prior maintenance responsibilities.

4. A listing of SIGNAL SYSTEMS shall be mutually agreed upon and signed by both Parties upon execution of this agreement. As SIGNAL SYSTEMS are added and subtracted from the listing due to new construction, relinquishment of roadways or other occurrences, the DEPARTEMENT's District Engineer and the CITY's City Engineer (after receiving approval from the City Council pursuant to Nevada's Open Meeting Law) will agree upon any revisions and sign and date an updated listing. The updated list will replace each succeeded list and be available in each Party's records office with a copy sent by the DEPARTMENT District Engineer to the Signals, Lighting and ITS Manager 1 in the DEPARTMENT'S Traffic Operations Division.

5. The CITY is exempt from being required to obtain a formal permit from the DEPARTMENT for routine maintenance work on the SIGNAL SYSTEMS. The required coordination with the Department Permit Office is set forth in Article I, Paragraph 8.

6. If the CITY annexes areas with SIGNAL SYSTEMS within DEPARTMENT rights-of-way, then this Agreement shall supersede any previous agreements for these devices.

7. This Agreement may be terminated by either Party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

8. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn.: Kevin Maxwell, P.E., SLI Manager
Nevada DEPARTMENT of Transportation
Division: Traffic Operations
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7087
E-mail: kmaxwell@dot.nv.gov

FOR AGENCY: City Clerk
501 Mill Street
Ely, NV 89301
Phone: (702) 289-2430
E-mail: jlee@elycity.com (subject to change)

The PARTIES agree and stipulate to provide written notice to the other party of any changes in the point of contact for either PARTY via email or written correspondence within thirty (30) calendar days of any such change.

9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

10. Failure of either Party to perform any of its obligation under this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing Party's reasonable attorney's fees and costs.

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

12. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. To the fullest extent of NRS Chapter 41 liability limitations, 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 attorney's 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 herein. This indemnification obligation is conditioned upon service of written notice to the other Party within thirty (30) calendar days of the indemnified Party's notice of actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

14. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

18. Except as otherwise provided by this Agreement, all or any property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

19. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

20. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

22. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

23. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. This Agreement constitutes the entire Agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

25. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

City of Ely

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Nathan Robertson, Mayor

Director

Attested to by:

Jennifer Lee, City Clerk

Approved as to Legality & Form:

Approved as to Form:

Deputy Attorney General

City Attorney

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City of Ely at 501 Mill Street, Ely, Nevada 89301, hereinafter called the "CITY". Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the DEPARTMENT owns and maintains U.S. Highway 50 ("US 50") and U.S. Highway 93 ("US 93") and will continue to own US 50 and US 93; and

WHEREAS, the DEPARTMENT desires to construct the Ely Downtown Reconstruction Construction Manager At-Risk (CMAR) Project which will reconstruct US 50 and US 93, provide lane reconfiguration, drainage upgrade, safety improvements and landscaping elements on US 50 (Aultman Street), Milepost WP 66.263-67.667, US 93 (East Aultman Street), Milepost WP 53.639-54.467, and US 50/US 93 (Great Basin Boulevard), Milepost WP 67.667-68.450/WP 53.069-53.639 in White Pine County, hereinafter called the "PROJECT;" and

WHEREAS, the DEPARTMENT drainage conveys water from both Murry and Gleason Creek watersheds, to include the nearby mining operations. PROJECT drainage improvements to meet the twenty-five (25) year flood design standard within DEPARTMENT and CITY right-of-way will greatly improve safety in and through the CITY in White Pine County, hereinafter called the "DRAINAGE FACILITIES;" and

WHEREAS, the purpose of this Agreement is to set forth the DEPARTMENT's and CITY's respective responsibilities associated with the PROJECT, right-of-way ownership, and maintenance; and

WHEREAS, the DRAINAGE FACILITIES maintenance services of the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the CITY is willing and able to perform the DRAINAGE FACILITIES maintenance services described herein.

WHEREAS, the DEPARTMENT is willing and able to construct DRAINAGE FACILITIES improvements as part of the PROJECT described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – CITY AGREES

1. To permit the DEPARTMENT and its contractors to enter on CITY-owned lands and roadways for the purpose of constructing the PROJECT. This permission is not only applicable to actual construction but includes any miscellaneous detours or other traffic control scenarios that may be needed for the purposes of constructing the PROJECT. This Agreement constitutes authorization to the DEPARTMENT for such purposes.
2. To review PROJECT plans and provide to the DEPARTMENT certification that all work is within CITY right-of-way prior to PROJECT advertisement.
3. To operate and maintain, without cost to DEPARTMENT, the DRAINAGE FACILITIES within the CITY right-of-way, as necessary to maintain the improvements in a fit, safe and fully functional level of performance.
4. To observe, review, and inspect all project construction work within the CITY right-of-way for acceptance, at no cost to the DEPARTMENT, with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not the contractor.
5. To complete the review of all change orders within the CITY right-of-way submitted by the DEPARTMENT within five (5) working days after service of such change orders. In the event the CITY does not provide the DEPARTMENT with the specific written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders, the DEPARTMENT will proceed with change orders so as not to delay the PROJECT. No response from the CITY within this time frame will constitute the CITY consent and acceptance for the DEPARTMENT to proceed.

ARTICLE II - DEPARTMENT AGREES

1. To advertise, award, and administer the construction contract for DRAINAGE FACILITIES.
2. To allow the city to observe, review, and inspect DRAINAGE FACILITIES construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.
3. To provide the CITY with PROJECT plans and specifications for review and comment, and to invite the CITY to the specification review meetings to address said comments.
4. To observe, review, and inspect all PROJECT work associated with the PROJECT within the CITY right-of-way during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.
5. To allow the CITY to review and comment on the PROJECT change orders which involve features or items within the CITY right-of-way. The CITY written response shall be made within five (5) working days of service of change. No response from the CITY within this time frame shall constitute CITY consent and acceptance for the DEPARTMENT to proceed.
6. To transfer permanent easement rights upon project completion to the CITY by Quitclaim Deed known as parcel U-050-WP-067.065PE1 that will be within CITY's area for the DRAINAGE FACILITIES, depicted on Exhibit "A" attached hereto and made a part hereof.

7. To maintain DRAINAGE FACILITIES improvements within DEPARTMENT right-of-way as to maintain the improvements in a fit, safe and fully functional level of performance.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2022 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The parties agree to allow each other to observe, to inspect project construction and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other party, within five (5) working days after service of such change orders. In the event the CITY does not provide the DEPARTMENT with a written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders, the DEPARTMENT will proceed with the change orders so as not to delay the PROJECT and will assume no liability.

4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Jae Pullen, P.E.
Nevada Department of Transportation
Division: Project Management, 015
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7589
Email: jpullen@dot.nv.gov

FOR CITY:

City Clerk
City of Ely
501 Mill Street
Ely, NV 89301
Phone: 775-289-2430
E-mail: jlee@elycity.com

The PARTIES agree and stipulate to provide written notice to the other party of any changes in the point of contact for either PARTY via email or written correspondence within thirty (30) calendar days of any such change.

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

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

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, 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 attorney's 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 herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

11. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

15. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

20. Any recipient or subrecipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any

such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

24. DRAFTER. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Ely

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Nathan Robertson, Mayor

Director

Approved as to Legality and Form:

Deputy Attorney General

Jennifer Lee, City Clerk

Approved as to Form:

CITY ATTORNEY

Charles H. Odgers, Esq., City Attorney