



June 27, 2024

City of Ely
501 Mill Street
Ely, NV 89301

To City of Ely Mayor and Council:

It is my understanding that the City of Ely is looking for an attorney to provide contract services while the City actively looks for a full-time attorney to serve in that role. I was able to provide contract services previously in a similar situation to the City. I am able to assist the City in contracting as the Ely Civil City Attorney. I am not able to provide any assistance in the Municipal Court's prosecution of criminal matters. I am able to provide the services at a rate of \$11,000 per month. Thank you for your consideration.

Sincerely,

Shain Manuele, Esq.

INTERLOCAL AGREEMENT TO PROVIDE CITY PROSECUTOR SERVICES

Between

WHITE PINE COUNTY

And

THE CITY OF ELY

Pursuant to Nevada Revised Statute (NRS) 277.100 *et. seq.*, this “**INTERLOCAL AGREEMENT TO PROVIDE CITY PROSECUTOR SERVICES TO THE CITY OF ELY**” (hereinafter referred to as “**Agreement**”) is entered into as of the day this Agreement is executed (the “**Effective Date**”) by and between the COUNTY OF WHITE PINE, State of Nevada, by and through its Board of County Commissioners (“**COUNTY**”) and the CITY OF ELY, Nevada, a municipal corporation and political subdivision of the State of Nevada, by and through its Mayor and City Council (“**CITY**”). CITY and COUNTY may also be collectively referred to in this Agreement as the “**Parties**” or, individually, as a “**Party.**”

WITNESSETH:

WHEREAS, the COUNTY and CITY have an interest in ensuring that Criminal Prosecutorial Services in the CITY’s Municipal Court are done professionally and in a timely manner;

WHEREAS, CITY does not currently have its own legal counsel to prosecute criminal matters in the CITY’s Municipal Court and wishes to contract with the COUNTY’s District Attorney’s Office for Criminal Prosecutorial Services on a short term basis, while the CITY seeks out the full-time employment of a CITY Attorney/Prosecutor;

WHEREAS, COUNTY and CITY agree that under the current, temporary circumstances the COUNTY's District Attorney's Office Criminal Prosecutorial Services are capable and appropriate for the CITY to utilize in order to prosecute criminal matters in the CITY's Municipal Court; and,

NOW THEREFORE, in consideration of the mutual provisions, covenants, terms, conditions and obligations contained herein, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS & SCOPE OF SERVICES

1.1 COUNTY District Attorney. The COUNTY's District Attorney and his/her department/office/deputies shall be authorized to represent the CITY for the sole purpose and limited-scope of providing Criminal Prosecutor Services in the CITY's Municipal Court cases when a criminal matter requires the involvement and/or appearance of a criminal prosecutor.

ARTICLE II

CONSIDERATION

2.1 Consideration. COUNTY and CITY agree that the COUNTY's District Attorney shall be authorized to represent the CITY for the sole purpose and limited-scope of providing Criminal Prosecutor Services in the CITY's Municipal Court cases when a criminal matter requires the involvement and/or appearance of a criminal prosecutor. The Criminal Prosecutor Services will ensure CITY's and COUNTY's respective community interests are protected and that both the CITY and COUNTY each benefit from such Services.

- 2.2 Compensation.** CITY shall pay COUNTY \$6,250 per month for providing Criminal Prosecutor Services to the CITY. The monthly payment amount will be pro-rated if this Agreement is terminated prior to the completion of any full-month of Services.

ARTICLE III

TERM & TERMINATION

- 3.1 Term.** This Agreement shall commence on the Effective Date and continue to be enforceable until terminated.
- 3.2 Termination.** This Agreement may be unilaterally terminated immediately by either Party, by way of a written, signed and dated, formal notice of termination of a Party or by Court order. Unilateral termination by a Party may occur immediately, without prior notice, for no cause or fault, and for any reason or for no reason of either Party. This Agreement contemplates termination soon after the CITY hires a full-time CITY Attorney/Prosecutor.

ARTICLE IV

AUTHORITY & OUTSIDE OF SCOPE OF SERVICES

- 4.1 COUNTY's District Attorney's Powers and Authority.** The COUNTY's District Attorney shall have all the same unfettered, independent powers and authority over Criminal Prosecutions in the CITY's Municipal Court as the COUNTY's District Attorney has in Justice Court and District Court, including, without limitation, broad and sole, independent discretion to determine whether or not to file a criminal complaint or amended complaint against a defendant, what charges, if any, to prosecute a defendant for, plea offers, dismissals, recommended bail amounts or own recognizance releases, fines, treatments, and/or sentences. No "case updates" and/or statistics of any nature or

kind whatsoever need be provided to CITY by the COUNTY and/or the COUNTY's District Attorney.

4.2 Outside of Scope. CITY and COUNTY expressly agree that the COUNTY's District Attorney shall not provide CITY with any legal services of any civil, non-criminal, nature or kind whatsoever and any Criminal Prosecutor Services when there exists an apparent or actual conflict of interest for the COUNTY's District Attorney, nor provide CITY with Criminal Prosecutor Services that fall outside the scope of this Agreement. Determination of such shall be at the sole discretion of the COUNTY's District Attorney. When the COUNTY's District Attorney has determined there is an apparent or actual conflict of interest, a matter is or should be considered civil, non-criminal in nature or kind, determined Criminal Prosecutor Services fall outside the scope of this Agreement, and/or the COUNTY's District Attorney is otherwise unable to, or has declined to, provide Criminal Prosecutor Services to the CITY, the COUNTY's District Attorney shall promptly notify CITY of the circumstances, in an informal, dated and signed writing, and CITY shall then be solely responsible, at CITY's sole expense and at no cost or charge to COUNTY, to provide any and all Criminal Prosecutor Services in that matter.

4.3 Independent Attorney Required. It is agreed that any legal services beyond the Criminal Prosecutor Services described in this Agreement will require CITY, at CITY's sole expense and responsibility, at no cost or charge to COUNTY, to retain/hire their own attorney and/or prosecutor, to perform legal services for the CITY.

- 4.4 Cooperation of CITY and COUNTY.** CITY and COUNTY agree to cooperate, to the fullest extent reasonably possible, with any other legal representative, agent, consultant, or investigator that CITY may retain or hire.
- 4.5 Expansion of Services.** The CITY and COUNTY may mutually agree at a later time to expand the limited-scope of their legal services provided by way of a written, signed and dated, amendment to this Agreement or a new, superseding agreement.
- 4.6 Payment for Fees, Costs and Expenses.** In addition to the \$6,250 monthly compensation to be paid by CITY to COUNTY, CITY shall be solely responsible for prompt and full-reimbursement to COUNTY, upon receipt of a written, signed and dated, billing or invoice, for any and all reasonable or necessary fees, costs, and/or expenses, incurred under and/or in association with this Agreement, including, without limitation, and at the sole discretion of the COUNTY's District Attorney, those relating to or associated with: witnesses, victims, experts, laboratories, testing, scientists, contractors, photography, voluminous documents or data, travel, per diems, lodging, mileage, financial advances and/or retainers, or of any similar or like expenses whatsoever associated with the Criminal Prosecution of a case in the CITY's Municipal Court. CITY shall be notified by way of an informal writing, in advance, or in the case of an emergency as soon as reasonably practicable, of the need for such fees, cost and/or expenses, and an approximate cost estimate therefor. Upon termination of this Agreement, CITY shall remain responsible for any reimbursable fees, costs, and/or expenses incurred by COUNTY.
- 4.7 No Guarantees.** COUNTY cannot guarantee the outcome of any hearing, prosecution and/or judicial review. COUNTY cannot accurately predict how much time, effort, fees,

costs, and/or expenses of any particular reimbursable expense under this Agreement will be required and/or cost CITY, since every Criminal Prosecution is uniquely different.

4.8 Open Case Transfers. Unless otherwise agreed in a signed and dated writing, upon termination of this Agreement, COUNTY shall promptly transfer all currently “open” (active/on-going) Criminal Prosecution files/documents/discovery/pleadings to CITY and CITY shall thereupon become immediately responsible for the Criminal Prosecution of any of the “open” (active/on-going) and subsequent CITY Municipal Court criminal cases. COUNTY and CITY shall use their best efforts to work cooperatively with one another and communicate openly with one another to ensure the seamless transfer of all “open” (active/on-going) cases from COUNTY to CITY and to notify the CITY’s Municipal Court of the case transfers.

4.9 Document Retention. COUNTY reserves the right to permanently retain a complete and entire copy of any Criminal Prosecution case file that COUNTY has possessed as a result of this Agreement.

ARTICLE V

GENERAL PROVISIONS

5.1 Amendments. Amendments or modifications to this Agreement may be made from time to time in signed and dated writing as approved by mutual agreement of the Parties hereto.

5.2 Execution of Additional Instruments. Each Party, at any time, at the request of any other Party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

5.3 Formal Notices. All required, formal notices given under this Agreement shall be in writing, signed and dated, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

CITY:	COUNTY:
City of Ely	White Pine County Clerk
501 Mill Street	1786 Great Basin Blvd., Suite 3
Ely, Nevada 89301	Ely, NV 89301

5.4 Preservation of Original Agreement. This Agreement shall be executed by the Parties and the original Agreement shall be filed with the White Pine County Clerk. A conforming copy of the original shall be filed with the CITY Clerk of the City of Ely, CITY Council.

5.5 Assignment. This Agreement shall inure to the benefit of the successors in office of the Parties. No Party shall assign, transfer, convey, or delegate any rights, title, ownership, benefits, interests, obligations, and/or duties, under this Agreement, and/or this Agreement, in-full or in-part, without the prior written, signed and dated, consent of the other Parties. Any assignment, transfer, conveyance, or delegation of such shall require the prior written, signed and dated, consent of the other Parties at their sole and absolute discretion. Any unpermitted assignment, transfer, conveyance, or delegation of this Agreement, in-full or in-part, and/or a Party's right, title, ownership, benefits, interests, obligations, and/or duties under this Agreement, shall be void.

5.6 Contract Documents. The documents which comprise the Agreement between the Parties are attached hereto and made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written, signed and dated, agreement of the Parties.

- 5.7 Entire Agreement.** It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.
- 5.8 Legal Requirements.** All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.
- 5.9 Other Contracts for Service.** Nothing in this Agreement shall limit the ability of any or all of the Parties from accepting or performing services contemplated in this agreement by others not parties to this Agreement.
- 5.10 No Waiver of Sovereign Immunity.** Nothing herein shall be deemed to constitute a waiver of the sovereign immunity.
- 5.11 Defend, Indemnify and Hold Harmless Provision.** At CITY'S's own, sole expense, at no cost or charge to COUNTY, and to the fullest extent permitted by law, and not excluding the COUNTY's right to individually, separately, or mutually participate in a matter, CITY shall defend, indemnify and hold COUNTY, its officers, officials, employees, representatives, agents, and volunteers, harmless from any and all claims, injuries, damages, losses, demands, collections, actions, and/or suits, of any nature or kind whatsoever, including without limitation, attorney fees and costs, arising out of or resulting from the acts, errors or omissions by any and/or all Parties to this Agreement in performing or failing to perform their obligations under this Agreement.
- 5.12 Records.** 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 at least seven (7) years after the term or termination of this Agreement.

5.13 Independent Capacity of Public Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of operations and services pursuant to this Agreement. Each Party is and shall be a public agency separate and distinct from the any of the other Parties and, subject only to the terms of this Agreement, shall have the sole 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 employment or agency relationship between the Parties. This Agreement does not create an employment or agency relationship between CITY and COUNTY. CITY and COUNTY are solely responsible for the compensation, benefits, insurances, and/or training of their own attorneys, officers, employees, and agents.

5.14 Separate Property. Except as otherwise expressly provided by this Agreement, any or all property presently owned by any Party shall remain in such ownership upon termination of this Agreement. There shall be no transfer of property between the Parties during the course of this Agreement unless mutually agreed in a writing, signed and dated by the respective Parties.

- 5.15 Insurance.** At no cost to the other Party, each of the Parties shall be solely responsible for maintaining and providing their own General Liability and Worker's Compensation Insurance for its operations necessary to fulfill this Agreement.
- 5.16 Liability.** Each Party shall be solely liable for any and all of its own acts, negligence, omissions, and/or errors, relating to the obligations associated with and/or necessary to fulfill this Agreement.
- 5.17 No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of sovereign immunity.
- 5.18 Public Record Requests.** Pursuant to Nevada Revised Statutes (NRS) Chapter 239, information and/or documents may be open to public inspection and copying. The Parties, at their own cost, will have the duty to disclose public information and/or documents unless a particular record or information is confidential by law or a common law balancing of interests.
- 5.19 Public Records Law.** All documents submitted, filed, or deposited with the CITY and/or COUNTY, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. CITY expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages, or any other relief, in any administrative or judicial forum, against the COUNTY or any of its attorneys, officers, employees, or agents, in either their official or

individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

5.20 Confidentiality. 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.

5.21 Breach and Disputes. Failure of a Party to substantially perform any obligation of this Agreement shall be deemed a breach. Failure to declare a breach or declare a waiver of any particular breach of this Agreement or the material or nonmaterial terms of this Agreement, by a Party, shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach, including, but not limited to, another breach of the same provision.

In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Seventh Judicial District Court of the State of Nevada in and for the County of White Pine that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing Party at the discretion of the Court. The Parties mutually agree to not seek, nor collect (even if somehow awarded by the Court), punitive damages against any Party to this Agreement.

5.22 Rights, Remedies and Benefits Cumulative. Except as otherwise provided by law or this Agreement, the rights, remedies, and benefits provided to the Parties by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies, and benefits, nor of any other rights, remedies, and benefits allowed by law or in equity, including, but not limited to, the recovery of actual damages and the prevailing Party's reasonable attorney's fees and litigation costs.

5.23 Force Majeure. No 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, major supply chain disruptions, civil or military authority, act of public enemy, accidents, fires, explosions, loss of employee, pandemics, acts of Nature/God, or other causes reasonably beyond its control. In such event, the excused Party shall not be liable for damages and/or any loss to any other Party resulting from such failure of the excused Party to perform their obligations from such causes. 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.

5.24 Liability Limitations. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of the respective Parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the Parties' mutually agreed budget in existence at the time of a breach for any related joint or grant work project at issue.

5.25 Contract Interpretation.

- A. No Drafter.** Each Party to this Agreement and its counsel have reviewed this Agreement. No Party shall be deemed the drafter of this document as the Parties have read, reviewed, and revised, the terms stated herein and understand them.
- B. Joint Work Product.** This Agreement is the joint work product of the Parties hereto and the Parties have participated in its preparation. The Parties have approved the language of this Agreement and agree the language expresses their mutual intent. In the event of an ambiguity or contradiction in terms, no presumption shall be imposed against any Party by reason of document preparation. There is no drafter of this Agreement and there cannot be a presumption for or against a drafter in interpreting or enforcing this Agreement.
- C. No Presumption in Case of Ambiguity or Contradiction.** In the event of an ambiguity or contradiction in terms, the Parties stipulate that any Court interpreting or construing this Agreement shall not apply a rule of construction, nor make a presumption, that the Agreement should be more strictly construed against any Party hereto.
- D. No Strict Construction.** In the case of an ambiguity or contradiction in terms, no rule of "strict construction" shall be applied to this Agreement and/or against any Party hereto. The rule of reasonableness, commercial common sense, and the spirit and intent of the Agreement is to be the guiding interpretive principles.
- E. Invalid Provision.** The illegality or invalidity of any provision(s), in-full or in-part, of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision(s), in-full or in-part, did not exist. The

unenforceability of such provision(s) shall not be held to render any other provision(s) of this Agreement invalid or unenforceable.

- F. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable by a Court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not affect any other provision(s) of this Agreement, and any such provision shall be declared to be severable.
- G. Waiver of Rights.** No delay or failure by any Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly permitted herein. Any Party may, by formal written, signed and dated, notice delivered to the other Party, in the manner provided in this Agreement, but shall not be under obligations to, waive any of its rights or any conditions to obligations it is owed, or any covenant or duty of the other Party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition shall continue in full force and effect with respect to any other breach, whether existing prior to or occurring subsequent to the waiver. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel compliance with every provision of this agreement.
- H. Clause Headings.** The caption, clause, provision, article, and/or section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, amplify, or extend the scope or intent of the clauses, provisions, articles, and/or sections to which they pertain, and shall not be considered in interpreting this Agreement.

- I. Use of Singular or Plural Words.** Whenever the context of any provision, term, and/or word, may require it, the singular shall be held to include the plural provision, term, and/or word, and vice versa.
- J. Use of Pronouns.** Feminine or neuter pronouns shall be substituted for those of masculine for and vice versa. The singular pronoun shall be substituted for the plural pronoun and vice versa in any place in which the context may require such substitution.
- K. Collateral References.** Unless otherwise expressly provided herein, any agreement, instrument, statute, or code defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, statute, or code as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes and codes) by succession of comparable successor statutes and codes and references to all attachment thereto and instruments incorporated therein.
- 5.26 Authority to Execute and Perform.** 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 operations and services set forth herein.
- 5.27 Suspension and Debarment Certification.** By signing this Agreement, COUNTY certifies that he/she/it has not been suspended or debarred from federal and/or state projects, and is fully eligible to receive federal and/or state funding.
- 5.28 Final Expiration.** Upon final expiration of the term of this Agreement, this Agreement shall immediately terminate each of the Parties' interests in the Agreement and no Party shall owe any another Party any further duties, obligations or consideration, save those

duties, obligations or considerations which expressly survive the termination of this Agreement.

5.29 Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration, cancelation, or termination of this Agreement shall survive and be enforceable after the expiration, cancelation, or termination of this Agreement. Expiration, cancelation or termination of this Agreement shall not affect the rights or obligations of any Party that have arisen before the date of such expiration, cancelation, or termination. A Party's defense, hold harmless, indemnification, and confidentiality obligations, shall survive expiration, cancelation, or termination of this Agreement in the manner described in this Agreement.

5.30 Perpetuities. To the extent that this Agreement or any provision hereof could be construed to create, for purposes of the Nevada Rule Against Perpetuities (NRS §111.103 et seq.), a non-tested property interest for any period of time, the Parties agree that such interest shall vest, if at all, within the time period allowed by such rule.

5.31 Open Meeting Law. This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an Open Public Meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

5.32 Judicial Forum. The Parties mutually consent and agree to the exclusive jurisdiction of the Seventh Judicial District Court, in and for the County of White Pine, State of Nevada, shall be the forum/venue and Court of competent jurisdiction for any litigation arising

from or relating to this Agreement, including, without limitation, any litigation involving any third-parties.

5.33 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, construed, and enforced according to, the laws of the State of Nevada, without reference to its conflicts of law principles

IN WITNESS WHEREOF, those signing below certify by their signature that they have fully read this Agreement in its entirety, participated in its creation, and understand it to their full and complete satisfaction. The Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

**ON BEHALF OF THE COUNTY
COMMISSION OF WHITE PINE COUNTY:**

**ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF ELY:**

COMMISSION CHAIR, LAURIE CARSON

MAYOR, NATHAN ROBERTSON

DATED this ____ day of _____, 2024.

DATED this ____ day of _____, 2024.

ATTEST:

ATTEST:

COUNTY CLERK

CITY CLERK



White Pine Chamber of Commerce

636 Aultman St. Ely, NV. 89301

775-289-8877

WPCC@WhitePineChamber.com

Good Evening, Ely City Council.

I am absent this evening due to serving on a Nevada Department of Education Select Committee rewriting the state's academic standards.

For your economic report, according to the Nevada Department of Employment, Training and Rehabilitation Research and Analysis Bureau: Nevada's unemployment rate was unchanged from last month and remains at 5.1 percent. The state also saw an increase of 3,800 jobs. White Pine County continues to have the lowest unemployment rate in the state.

The Chamber of Commerce invites all of you to attend the Annual Chamber Member's Dinner tomorrow evening at the Elk's Lodge to meet with entrepreneurs and small business owners as well as meet the Chamber of Commerce Board of Directors.

I would like to take this opportunity to commend Councilwoman Samantha Elliott, she has faithfully served our community through her participation on The Chamber of Commerce Board of Directors for many years, and distinguished herself as a sound leader focused on the betterment of Ely and White Pine County. After serving as a Board Member, Vice President, President, and Past President, her term may be ending but her impact will be long lasting. Councilwoman Elliott deserves recognition for helping the Chamber of Commerce continue its century-old legacy of philanthropy and community service.

Likewise, Tony Enriquez, the current Chamber of Commerce Board of Directors President, turns over the managing role at the conclusion of this month. I can say unequivocally, after serving the Chamber's members and larger community in his capacity as a board member Vice and President of the Board, he is leaving the Chamber of Commerce much improved. We will be electing new board members and will present you with their roles at next month's meeting.

Tourism and visitation to Ely has picked up and we have served 280 people in the past 2 months. The visitor center liaisons and Chamber of Commerce have adjusted their hours to accommodate a Seven Day a Week Schedule to meet and greet out-of-area visitors with the resources they need to enhance their experience while in our community.

Lastly, the Chamber also invites you and your families to attend the Fourth of July Festival next weekend and support the many businesses and organizations taking part in multiple days of commerce and community building.

Thank you,
Shadrah Robertson
CEO- White Pine Chamber of Commerce

White Pine Main Street Funding Request

Façade Improvement Program

June 27, 2024

The White Pine Main Street Association is requesting \$10,000 in funding from the City of Ely's Community Service Funds to support a facade improvement incentive program for the commercial properties in the Main Street Designated District. Improvements would include, but not be limited to, paint, window awnings, window coverings, architectural elements, benches and signage.

White Pine Main Street is partnering with the Nevada Main Street Program/GOED, White Pine County and White Pine County Tourism, and the City of Ely to support small businesses in the downtown area. The program focuses on the overall improvement of the commercial district in order to make it more inviting for current businesses to thrive and grow, and new businesses to open. The program will enhance economic opportunities in the district, and to encourage additional investment in the city. Each application will be scored by a committee. Additionally, this program will help create a pedestrian friendly and aesthetically pleasing environment for residents, and visitors.

The program will provide financial assistance in the form of a forgivable loan to commercial property and/or business owners to make façade improvements to commercial buildings located within the Main Street Designated District, located from Block 1 at the west end of Ely running along Aultman Street to the intersection of Aultman and Great Basin Blvd. Commercial properties on the north and south parallel streets to Aultman will also be eligible.

The façade improvement program will help facilitate commercial revitalization, stimulate private investment and customer patronage, preserve and beautify the Main Street Designated District, generate shopping opportunities and create a pleasant walking environment by improving the visual aesthetics of commercial building facades. The NDOT Streetscape construction program will provide an extra benefit of making the downtown corridor more attractive.

The Façade Improvement Program budget is \$210,000 with a goal of awarding up to 20 commercial property/business owners with forgivable loans with a maximum of \$15,000 per property.

Proposed Program Budget:

Total; \$210,000

Nevada Main Street/GOED grant application - \$100,000

White Pine Main Street Association - \$10,000

White Pine County Tourism & Recreation application - \$20,000

White Pine County ARPA Funding - \$70,000

Request from the City of Ely Community Service Funds - \$10,000

Total: \$210,000

Forgivable Loan Terms: All funding must be expended by June 30, 2025. Forgivable loan documents will be executed through RNDC. Awardees will participate in 4 hours of free online small business classes provided by UNR Extension and must complete their project as approved. Receipts must be provided. If the project forgiveness terms are not completed, awardees will repay the loan at 3% interest for a term of two years.

The Façade Improvement Committee will include three White Pine Main Street board members and 2 citizens at large with technical expertise. A scoring rubric will be utilized. All commercial properties within the White Pine Main Street Designated District will be eligible to apply. Nevada Main Street requires that GOED funding is only utilized in a pre-approved district – Aultman Street from Block 1 to Great Basin Boulevard and commercial properties on Clark/Lyons/High Streets. All commercial properties within the designated district are eligible to apply.



