

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF LAND  
MANAGEMENT, SIERRA FRONT FIELD OFFICE, AND THE CITY OF FERNLEY,  
NEVADA**

**FOR THE PURPOSES OF LAND CONVEYANCES UNDER THE NATIONAL  
DEFENSE AUTHORIZATION ACT**

**October 17, 2016**

**I. BACKGROUND AND PURPOSE**

On December 19, 2014 the National Defense Authorization Act (Act) (H.R. 3979) was signed into law (Public Law 113-291). Included in this Act is Section 3009 (c) titled “Conveyance to the City of Fernley, Nevada.” Under Section 3009 (c) (2) the Bureau of Land Management (BLM) is required to convey to the City of Fernley (City), approximately 9,779 acres of public lands (Project). This land conveyance has been assigned BLM case file number NVN 093783.

The purpose of this Memorandum of Understanding (MOU) is to establish a relationship between the BLM and City regarding the respective roles, responsibilities, conditions and procedures for a land conveyance, which includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and any other federal law(s) or regulation(s) applicable to the Project.

The Project area is depicted on a Congressional map dated January 25, 2013. The Conveyance Area includes approximately 9,779 acres of public lands. Approximately 7,463 acres are located within the Carson City District (CCD) and 2,316 acres are located within the Winnemucca District. The CCD has been designated as the Nevada BLM lead for this Project. Section 3009 (c) of the Act is included as Appendix A of this MOU.

**II. AUTHORITIES**

This MOU is entered into under the following authorities, which are hereby incorporated by reference:

- The Federal Land Management and Policy Act of 1976 (PL 94-579), 43 USC 1701 et seq.);
- The National Environmental Policy Act of 1969, as amended (PL 91-190, 42 USC 4321 et seq.);
- The National Historic Preservation Act of 1966, as amended (156 USC 470f).

### **III. RESPONSIBILITIES**

#### **A. DESIGNATION OF AUTHORIZED OFFICIALS AND POINTS OF CONTACT**

The Authorized Official for the BLM is the Field Manager, Sierra Front Field Office. Certain actions may require approval by the District Manager.

The Authorized Official for the City is the Mayor.

The BLM and City may designate, in writing, individuals or consultants as technical point(s) of contact for all or portions of this Project.

#### **B. CITY**

##### **I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].**

As described below, there are a number of studies, reports and other matters that must be completed prior to the conveyance of land from the BLM to the City. The BLM does not have the staff and funding necessary to conduct these activities in a timely manner. The BLM understands that the City may direct-hire consultants, or other City-designated parties may direct-hire consultants to perform the work. All work performed must comply with BLM standards and be approved by the BLM.

The City would complete the following tasks at a minimum:

1. “Pre-Request Conference” with BLM. The BLM would recommend the City and City-designated parties, provide a preliminary map of the land to be requested for conveyance *prior to submittal of the request* described below and to be utilized during a pre-request conference call. This would enable the BLM to better inform the City at the time a request is submitted, which activities described below and in Section C I, will be required to complete the land conveyance.

2. Request to the BLM. Section 3009 (c) (2) of the Act states “...not later than 180 days after the date on which the Secretary receives a request from the City for the conveyance of federal land...” The City is responsible for submitting a request to the BLM to convey lands. The City may request the conveyance of portions or all lands depicted on the Congressional map dated January 25, 2013, and at one time or over a phased period of time.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be conveyed including the Township, Range and Section(s) the parcel(s) occur within and total acres requested;
  - The request would need to provide the name(s) of individuals or consultants that would serve for the City to represent City interest for the requested conveyance; and
  - The parcel information on a map and with supporting GIS data.
3. Phase I, Environmental Site Assessment. The objective of this report is to describe to what extent the lands to be conveyed have contaminants or physical safety hazards (such as abandoned mine lands) in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (Section 120[h]) and 40 CFR Part 373..
  4. Mineral Potential Report. The objective of this report is to determine if there are mineral resources within the lands to be conveyed, and if so what is the fair market value of those resources.
  5. Class III Cultural Resources Inventory. The objective of this inventory and report is to determine whether prehistoric or historic sites that are eligible for listing on the National Register of Historic Places (NRHP) are present within the lands to be conveyed. This report serves as the baseline for information in the environmental assessment and if an “agreement document” is required to comply with the NHPA.

6. Baseline Biological Report. The objective of this inventory and report is to determine what vegetation types are present, whether noxious or invasive weeds are present, whether threatened or endangered species or BLM sensitive species are present or their habitat may be present. This report serves as the baseline for information in the environmental assessment.
  
7. Environmental Assessment. The objective of this document is to disclose the existing conditions of the land to be conveyed, and potential direct, indirect and cumulative effects from the conveyance of lands from the BLM to the City. Additional details are included in Appendices B-D.
  
8. Costs. Section 3009 (c) (B) (6) of the Act states “At closing of the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personal costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys.” Upon the issuance of patent(s) for the conveyed land, the BLM would submit to the City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. A cost recovery agreement between the BLM and City would be executed. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM’s request.

Although as described in #7 above, the Act does not require payment to the BLM until the closing of any land conveyance, the BLM would enter into discussions early upon receipt of a request for a land conveyance, at the onset of the land conveyance to enter into a cost recovery agreement through “contributed funds.” Should any unused funds be available at the time of the closing of the land conveyance, the BLM would return any unexpended funds to the City, or apply those funds to Section II 3, if applicable. The advantage of contributed funds is that projects with funding available often receive higher priority by the BLM to process.

## **II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].**

1. Request to the BLM. Section 3009 (c) (8) (A) of the Act states “After the date of conveyance of the Federal and under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land.” The City is responsible for submitting to the BLM a request to acquire the reversionary interest in all or portions of lands that have been conveyed to the City, that would not be retained by the City for R&PP purposes.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be acquired including the Township, Range and Section(s) the parcel(s) occur within and total acres; and
  - The City provides the parcel information on a map and with supporting GIS data.
2. Appraisal of the Fair Market Value. Upon acceptance of the appraisal by the Office of Valuation Services, the appraisal would be processed to determine the fair market value for the acquisition of the reversionary interest, which the City would pay to the BLM through electronic fund transfer.
  3. Costs. “...As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph [B]), shall be paid by the City...” Utilizing the existing cost recovery agreement described under Section III B 7, the BLM would submit to City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM’s request.

## **C. BLM**

### **I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].**

The BLM would complete the following tasks at a minimum:

1. Project Coordination and Management. The BLM would coordinate all meetings, conference calls, data requests, public inquiries. The BLM will ensure that review of

documents occurs in a timely manner. The BLM has established the official email address for all correspondence regarding this project as Fernley\_Lands@blm.gov.

2. Cadastral Survey. Upon the receipt of the City's conveyance request, the BLM would submit a Land Description Review (LDR) request to the BLM Nevada State Office. Further survey needs would be based on the BLM Nevada State Office's response to the LDR Request.

To the greatest extent practicable, the BLM recommends that any land conveyance configure the shape of the parcel(s) to aliquot parts. Lands that would be conveyed that involve irregular configurations (such as diagonals) of land sections would likely require a cadastral survey, which would add to Project expense and timeframe.

3. Notification to Right-of-Way Holders. In accordance to the "Final BLM Policy and Procedures for Issuance of 'Long Term' Right-of-Way Grants and Easement Over Public Lands to Be Transferred Out of Federal Ownership," existing right-of-way (ROW) holders would be notified by the BLM that their existing ROW may be affected by the land conveyance. ROW holders are given the option to keep their ROW in status quo (no change); convert the ROW to a perpetual ROW or a perpetual easement; or relinquish the ROW and work out an agreement with the City.
4. Notification to Livestock Grazing Permittees. 43 CFR 4110.4-2 (b) states, "When public lands are disposed of or devoted to a public purpose which precludes livestock grazing, the permittees and lessees shall be given 2 years' prior notification except in cases of emergency...before their grazing permit or grazing lease and grazing preference may be cancelled..."

This Act when fully implemented, would remove approximately 11 percent (2,300 acres) from the Truckee-Virginia Grazing Allotment; .06 percent (4,097 acres) from the Horse Springs Grazing Allotment (no current permit); and .01 percent (2,736 acres) from the Desert Queen Grazing Allotment (Winnemucca District).

43 CFR 4110-4-2 (b) states "...A permittee or lessee may unconditionally waive the 2-year prior to notification. Such a waiver shall not prejudice the permittee's or lessee's right to reasonable compensation for, but not to exceed fair market value of his or her interest in authorized permanent range improvements located on these public lands."

The BLM would determine whether there would be a loss of range improvements and if so the need for compensation by the BLM.

43 CFR 4120.3-6 (d) states "...Permittees or lessees shall be allowed 180 days from the date of cancellation of a range improvement permit or cooperative range improvement agreement to salvage material owned by them and perform rehabilitation measures necessitated by the removal."

5. Segregation of Public Lands from Entry. Approximately 646 acres of public lands are under a withdrawal from the Bureau of Reclamation (BOR) as a part of the Newlands Project. In February 2015 BOR requested the BLM to revoke BOR interest in these lands (and a much larger area outside the Conveyance Area). The BLM has the responsibility to publish the revocation in the *Federal Register*. In addition, because the Act did not include a legislative segregation the BLM would withdraw all or portions of the lands depicted on the Congressional map dated January 25, 2013 in order to prevent the establishment of new existing rights.
6. Mineral Validity Exam. If the BLM determines, upon the request to convey lands to the City, that unpatented mining claims occur within the proposed conveyance lands, it may be necessary for a mineral validity exam to be prepared. This may be contracted by the BLM, or carried out by the City in accordance with Section B I.
7. Review and Approval of the Following Reports:
  - Cadastral Survey, if required.

- Phase I, Environmental Site Assessment;
  - Mineral Potential Report;
  - Mineral Validity Exam, if required.
  - Class III Cultural Resources Inventory;
  - Biological Baseline Report; and
  - Environmental Assessment.
8. Consultation with Tribes. The BLM would likely consult with the Yerington Paiute Tribe, and they would be invited to participate in the development of any agreement document(s) as needed under NHPA (described below). Other tribes may also be identified for consultation.
9. Agreement Document under NHPA, if needed. 36 CFR 800.5 (a) (2) (vii) defines an adverse effect under the NHPA as “...the transfer of historic properties out of federal ownership without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance.” If prehistoric or historic properties that are eligible for listing on the NRHP occur within the land to be conveyed, an “agreement document” such as a Memorandum of Agreement, must be prepared by the BLM, the State Historic Preservation Office, any consulting parties and tribes prior to a land conveyance.
10. Approve a Finding of No Significant Impact and Decision Record. Upon the conclusion of the NEPA process and the publication of a Final EA (and execution of an agreement document, if required), if the BLM determines that the land conveyance would result in “less than significant effects,” the BLM would then approve a Finding of No Significant Impact and Decision Record for the Project prior to land conveyance.

## **II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].**

Upon receipt of the City’s request to acquire the reversionary interest in lands that have been conveyed to it, and upon the conclusion of the appraisal of the fair market value, the BLM would provide notice to the City of the amount due. Upon receipt of payment from the City, the BLM

would likely issue new land patents, recording that the City had paid the reversionary interest and the land(s) are no longer subject to the requirements of the R&PP Act.

#### **IV. ADMINISTRATIVE PROVISIONS**

Applicable laws: The parties agree to comply with all applicable laws governing the activities under this MOU.

Effective Date and Term of this MOU: This MOU shall be in effect upon the date of the last signed, and executed by the duly authorized representatives, and will remain in effect until such time as described under “Termination.”

Amendments: Either party may request changes to this MOU. Any changes, modifications or amendments to this MOU must be mutually agreed to in writing by the parties. Any amendment, modification or revision will be incorporated by written instrument, executed and signed by all parties to this MOU, and will be in effect in accordance with the Terms of this MOU. An amendment of this MOU is not necessary to change the designated points of contact for this MOU.

Termination: Either party may terminate this MOU after 30-days written notice to the other party with their intention to do so. During this period, the parties will enter into negotiations to resolve their disagreement(s). If the disagreement(s) have not been resolved by the end of the 30-day period, this MOU will terminate. In the event that negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request in writing the termination be postponed for one additional 30-day period.

Land Conveyance Requires an EIS: If the BLM determines that a land conveyance would have significant effects, the BLM would terminate the processing of the land conveyance and enter into a new agreement with the City that would govern the preparation of an Environmental Impact Statement (EIS). In such case when it is determined that a land conveyance would have significant effects, the preparation of any environmental assessment would cease. The BLM would provide the City with 30-days written notice to this effect.

#### **V. CONTACT INFORMATION**

The primary points of contact for carrying out the provisions of this MOU are:

**I. BLM**

Bryant D. Smith      Field Manager      775-885-6172

**II. City of Fernley**

Daphne Hooper      City Manager      775-784-9864

**IX. APPROVALS**

\_\_\_\_\_  
Bryant D. Smith  
Field Manager  
Sierra Front Field Office, BLM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roy Edgington  
Mayor, City of Fernley

\_\_\_\_\_  
Date

## **APPENDIX A NATIONAL DEFENSE AUTHORIZATION ACT (HR 3979)**

(c) CONVEYANCE TO THE CITY OF FERNLEY, NEVADA.—

(1) DEFINITIONS.—In this subsection:

(A) CITY.—The term “City” means the city of Fernley, Nevada.

(B) FEDERAL LAND.—The term “Federal land” means the land located in the City that is identified as “Proposed Sale Parcels” on the map.

(C) MAP.—The term “map” means the map entitled “Proposed Fernley, Nevada, Land Sales” and dated January 25, 2013.

(D) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(2) CONVEYANCE AUTHORIZED.—Subject to valid existing rights and notwithstanding the land use planning requirements of sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), not later than 180 days after the date on which the Secretary receives a request from the City for the conveyance of the Federal land, the Secretary shall convey to the City, without consideration, all right, title, and interest of the United States to and in the Federal land.

(3) USE OF CONVEYED LAND.—

(A) IN GENERAL.—The Federal land conveyed under paragraph (2)—

(i) may be used by the City for any public purposes consistent with the Act of June 14, 1926 (commonly known as the “Recreation and Public Purposes Act”) (43 U.S.C. 869 et seq.); and

(ii) shall not be disposed of by the City.

(B) REVERSION.—If the City ceases to use a parcel of the Federal land conveyed under paragraph (2) in accordance with subparagraph (A)—

(i) title to the parcel shall revert to the Secretary, at the option of the Secretary; and

(ii) the City shall be responsible for any reclamation necessary to revert the parcel to the United States.

(4) AVAILABILITY OF MAP.—The map shall be on file and available for public inspection in the appropriate offices of the Bureau of Land Management.

(5) RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY.—The City and the Commissioner of Reclamation may retain easements or rights-of-way on the Federal land to be conveyed, including easements or rights-of-way that the Commissioner of Reclamation determines are necessary to carry out—

(A) the operation and maintenance of the Truckee Canal Irrigation District Canal; or

(B) the Newlands Project.

(6) COSTS.—At closing for the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personnel costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys.

(7) RELEASE OF UNITED STATES.—On conveyance of the Federal land under paragraph (2), notwithstanding any other provision of law, the United States is released from any and all liabilities or claims of any kind or nature arising from the presence, release, or threat of release of any hazardous substance, pollutant, contaminant, petroleum product (or derivative of a petroleum product of any kind), solid waste, mine materials, or mining related features (including tailings, overburden, waste rock, mill remnants, pits, or other hazards resulting from the presence of mining related features) on the Federal land in existence before or on the date of the conveyance.

(8) ACQUISITION OF FEDERAL REVERSIONARY INTEREST.—

(A) REQUEST.—After the date of conveyance of the Federal land under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land.

(B) APPRAISAL.—

(i) IN GENERAL.—Not later than 180 days after the date of receipt of a request under subparagraph (A), the Secretary shall complete an appraisal of the Federal reversionary interest in the Federal land requested by the City under that subparagraph.

(ii) REQUIREMENT.—The appraisal under clause (i) shall be completed in accordance with—

(I) the Uniform Appraisal Standards for Federal Land Acquisitions; and

(II) the Uniform Standards of Professional Appraisal Practice.

(C) CONVEYANCE REQUIRED.—If, by the date that is 1 year after the date of completion of the appraisal under subparagraph (B), the City submits to the Secretary an offer to acquire the Federal reversionary requested under subparagraph (A), the Secretary shall, not later than the date that is 30 days after the date on which the offer is submitted, convey to the City the reversionary interest covered by the offer.

(D) CONSIDERATION.—As consideration for the conveyance of the Federal reversionary interest under subparagraph (C), the City shall pay to the Secretary an amount equal to the appraised value of the Federal reversionary interest, as determined under subparagraph (B).

(E) COSTS OF CONVEYANCE.—As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph (B)), shall be paid by the City.

## APPENDIX B ENVIRONMENTAL ASSESSMENT

The determination that an environmental assessment (EA) is required is based on the BLM's review of Section 3009 (c) of the Act. An EA is the minimum level of analysis that must be prepared in order to determine whether the Project would significantly affect the quality of the human environment. The BLM would make this determination once an EA is prepared in a Finding of No Significant Impact (FONSI). This determination is also based on:

- The Act does not specifically exempt this Project from compliance with the NEPA.

The "conveyance EA" would analyze the following:

The direct, indirect and cumulative effects the *Proposed Action*: the BLM would convey the public lands to the City and be in compliance with the Act. The EA would disclose in the *No Action Alternative*: that the BLM would not be in compliance with the Act. Consistent with 43 CFR 46.310 (b), the No Action Alternative would not be analyzed.

The scope of the EA is a land conveyance. The BLM has determined that potential economic development activities on the conveyed lands are reasonably foreseeable future [non-federal] actions that must be disclosed in the cumulative effects section of the EA (to the extent that information is publically available). However, because these reasonably foreseeable future [non-federal] actions cannot be modified or prevented by BLM decision-making, their effects are not cumulatively additive to the BLM's action to convey the public lands to the City.

Conveyance of public lands removes the lands from the jurisdiction of the FLMPA and other regulations, manuals, guidance etc. the BLM currently uses in its administration of these lands for multiple-use purposes.

The following guidance on the preparation of an EA is hereby incorporated by reference:

- The BLM *National Environmental Policy Act Handbook* (H-1790-1);
- *CEQ's Forty Most Asked Questions Concerning CEQ's NEPA Regulations* (March 23, 1981);
- The *Department of the Interior Manual 516*; and
- The *Guidebook for Environmental Assessments* (December 2014).

All primary- or sub-contractors working on the EA must sign an *Organizational Conflict of Interest Representation Certification* and submit the completed form to the BLM within 10 working days of entry onto service on this Project on the behalf of the City.

The development of the EA shall include, at a minimum, the following tasks:

(A.) Communication Plan

- The EA Contractor shall develop a Communication Plan, that identifies the primary for the City, the BLM, EA Contractor, and any other consultants involved on this Project;
- The Communication Plan shall be submitted to the City and BLM for approval within 10 working days upon entry onto service on this Project;
- Provide timely conference calls, as needed based on deliverables, between the primary contacts involved on this Project;
- Provide for a Project “kick-off” meeting at the BLM office in Carson City as a meet and greet, and Project overview; and
- Provide the BLM and all primary contacts with meeting minutes for all in-person meetings and conference calls within three working days.

(B.) Project Schedule

Based on the minimum tasks outlined in Appendix D, the EA Contractor will maintain a Project schedule starting with the BLM’s receipt of a request by the City to convey land.

(C.) GIS Data and Map Standards

The EA Contractor shall provide to the BLM all corresponding map features as ArcMap shapefiles with complete metadata in acceptable BLM standards as follows:

- ArcMap 10.2 or greater, NAD 1983, UTM 11N.

All maps must include BLM-approved land status and the following:

- North arrow, legend, scale, title, BLM warranty an accuracy of information, BLM logo, and date.

(D.) Administrative Review of Documents

The BLM’s Project IDT will review and provide comments on documents prepared by the EA Contractor and any other consultants. All comments will be provided in writing and require a written response from the EA Contactor.

- Documents can be provided to the BLM and other primary contacts by email or by an ftp site;
- Provide review documents and maps in PDF with line numbering;
- All final documents (ready for publication) must be 508 compliant.

(E.) Public Review

- The draft EA will be made available to the public for 15- or 30-days review through ePlanning (a “NEPA register”);
- The EA Contractor will be provided the initial Project mailing list and will be required to maintain the mailing list through Project completion; and
- The EA Contractor will provide the BLM with support necessary for one public workshop including sending letters to the mailing list, developing poster boards and large format maps, reproduction of documents (hard copy or CDs), and providing staff necessary to support the workshop (if the BLM determines that a public workshop is necessary).

(F.) Administrative Record

- The EA Contractor will maintain the Administrative Record (AR) for this Project starting with the BLM’s receipt of a request by the City to convey land and through the life of this Project;
- A copy of the AR must be provided to the BLM no later than 10 working days after the BLM approves the Final EA. The AR must be delivered to the BLM electronically and in hard copy format (four complete copies).

## APPENDIX C EA TABLE OF CONTENTS

At a minimum, the EA will include the following sections:

Cover Page

Table of Contents

<u>Chapter 1</u>	Introduction
	Purpose and Need
	Scoping and Issue Identification
	Decision to be Made
	Land Use Plan Conformance Statement
	Relationship to Statutes, Regulations, and Other Plans
<u>Chapter 2</u>	Proposed Action and No Action Alternative
<u>Chapter 3</u>	Affected Environment
	Setting
	Resources Considered for Analysis
<u>Chapter 4</u>	Environmental Consequences
	Introduction
	Types of Effects
	Effects Analysis
<u>Chapter 5</u>	Cumulative Effects
	Definitions
	Geographic Scope (Cumulative Effects Study Area[s])
	Timeframe for Effects
	Past and Present Actions
	Reasonably Foreseeable Future Actions
	Effects Analysis
	Mitigation Measures and Residual Effects
<u>Chapter 6</u>	Consultation and Coordination
	Public Review and Comment
	Individuals, Tribes, Organizations and Agencies Consulted

List of Preparers

Chapter 7

References

**APPENDIX D PRELIMINARY MILESTONES FOR AN EA**

<b>Task</b>	<b>Milestone</b>	<b>Participants</b>
<b>EA Contractor</b>	Selection	City
<b>Scoping (Internal)</b>	Kick-Off Meeting IDT Determines Resources that may be present and may be affected. Field visit with IDT.	BLM/City/EA Contractor
<b>Scoping (External)</b>	Stakeholder outreach	BLM/City
<b>Tribal Consultation</b>	Outreach and letters	BLM
<b>NHPA Agreement Document*</b>	Prepare agreement document	BLM/City/Tribes/Other consulting parties
<b>Draft EA</b>	Prepare Draft EA	BLM/City/EA Contractor
	Public Review & Workshop**	BLM/City/EA Contractor
<b>Execute NHPA Agreement Document*</b>	All parties sign off	BLM/City/Tribes/Other consulting parties
<b>Final EA</b>	Prepare Final EA	BLM/City/EA Contractor
<b>FONSI</b>	Prepare FONSI	BLM
<b>Decision Record</b>	Prepare DR	BLM

\* If needed.

\*\* To be determined. Public review of the draft EA may be for 15- or 30-days. The need for a public workshop would be determined by the BLM.