



Tooele County Council Agenda Item Summary

Department Making Request:

Attorney *Colin*

Meeting Date:

-

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ NA

Item Title: MOU with BLM re Wendover Airport

Please answer the who? what? when? why?

The federal government proposes to transfer to the county approximately 700 acres in Nevada, free of charge, west of the Wendover Airport to protect against runway encroachments. The proposal has been contemplated since 2001 and is now moving forward. It is anticipated that the transfer is still 1 to 2 years from completion. The attached MOU establishes cooperation between the county and the BLM until the transfer is complete. It also calls for the appointment of a county representative to review environmental studies, attend meetings, etc. It is recommended that the council appoint Lisa Dunn.

List who needs copies when approved: Clerk, Colin, Lisa Dunn and BLM (through Colin)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Wells Field Office
3900 E Idaho St
Elko, Nevada 89801
Phone: 775-753-0200
Fax: 775-753-0347
<https://www.blm.gov/nevada>

In Reply Refer To:
2700 (NVE03000)
NVN-095844

APR 19 2022

CERTIFIED MAIL – 9171 9690 0935 0077 5420 59 – RETURN RECEIPT REQUESTED

Tooele County Council
47 South Main Street, Room #300
Tooele, UT 84074

Dear Tooele County Council,

The Bureau of Land Management (BLM), Wells Field Office (WFO) has begun the process to prepare an Environmental Assessment (EA) to analyze the potential impacts of the legislative West Wendover Land Conveyance Project (Project).

In the spirit of cooperative consultation and collaborative public involvement, the WFO extended, and Tooele County accepted, an invitation to serve as a Cooperating Agency for the duration of the EA process. The attached Memorandum of Understanding (MOU) outlines the relationship and respective roles of our organizations during the EA planning effort.

The role of Tooele County will include attending up to three Cooperating Agency meetings, as well as sharing relevant information and reviewing and commenting on plan documents. Please note that there is a time requirement associated with these reviews and Tooele County is responsible for funding its participation.

Please review the enclosed MOU and sign page 3. In addition, please ensure that the contact information for the Designated Representative (who will attend meetings and serve as a point of contact for Tooele County during the planning effort) is complete. Return the original signed document to the WFO for my signature. We will then mail you a signed copy for your records.

If you have questions regarding Cooperating Agency status, please contact Aili Gordon, Project Lead, at (775) 753-0356 or email agordon@blm.gov.

Sincerely,

MELANIE
MITCHELL

Digitally signed by
MELANIE MITCHELL
Date: 2022.04.19 15:08:28
-07'00'

Melanie Mitchell
Field Manager
Wells Field Office

Ecc: Colin Winchester, Deputy County Attorney, colin.winchester@tooeleco.org
Lisa Dunn, Tooele County Airport Director, lisa.dunn@tooeleco.org

MEMORANDUM OF UNDERSTANDING
Between the
Department of the Interior, Bureau of Land Management,
Wells Field Office and
Tooele County, Utah
as a Cooperating Agency

This MEMORANDUM OF UNDERSTANDING, (MOU) establishes a cooperating agency relationship between the Department of the Interior, Bureau of Land Management, Wells Field Office (BLM) and Tooele County, Utah (Tooele County) for the purpose of preparing the Environmental Assessment (EA) for the West Wendover Land Conveyance Project (Project). The BLM is the lead federal agency for development of the EA. The BLM acknowledges that Tooele County has special expertise that is applicable to the EA effort, as defined at 40 CFR 1508.1(e) and 1508.1(ee). This MOU describes responsibilities and procedures agreed to by Tooele County as a Cooperating Agency and the BLM.

The purpose of this MOU is to: 1) Establish and maintain coordination between Tooele County and the BLM in recognition of Tooele County's special expertise regarding social and economic values of the areas potentially impacted by the Project and 2) Coordinate and exchange social, economic, and local information relating to the EA that will be prepared for the proposed actions and alternatives.

Tooele County's role as a cooperating agency is limited to technical review of social and economic issues for the EA. This participation does not imply endorsement of the Project or preferred alternative. The point of contact for Tooele County will be Tooele County's designated representative.

1. During the development of the proposed action and alternatives for the EA, Tooele County will maintain close communication with BLM and provide technical guidance for any recommended additions or deletions concerning social and economic values issues.
2. At the administrative drafting stage of the EA, Tooele County will review any technical documents, including that portion of the administrative draft EA concerning social and economic values and will advise the BLM on the technical adequacy and completeness of these documents. Tooele County will not release or share any administrative draft documents outside of their organization.
3. Tooele County may advise changes to the social and economic values sections of the EA as well as interpret these comments to the BLM, as necessary. Additionally, BLM will provide Tooele County an opportunity to review appropriate sections of the administrative Draft EA to determine if data and comments provided by Tooele County have been accurately represented. However, Tooele County will not be responsible for preparation of any portion of the EA or related report and is not responsible for the adequacy of the EA.

4. Staff time and budget permitting, Tooele County will participate in major interagency meetings to discuss the Project and the review process (including agency responsibilities and work schedules concerning social and economic values).
5. Tooele County's advice on social and economic components is contingent upon adequate review time. Tooele County will have not less than two weeks or more than three weeks, or other period of time as negotiated, for review of the administrative draft EA upon receipt of these documents. For the draft EA and/or final EA, comment/review periods for Tooele County will be the same as that for the general public and other state and federal agencies. Any other pertinent correspondence received by Tooele County from the BLM will be responded to in a timely manner.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.8), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

Authority for the BLM and Tooele County to participate in this agreement is provided by the National Environmental Policy Act of 1969 (42 USC 4321 et seq.), the Federal Land Policy and Management Act of 1976 (43 USC 1701 et seq.), Council of Environmental Quality regulations on implementing NEPA (40 CFR Part 1501 et seq.), and BLM planning regulations (43 CFR 1601 et seq.).


This agreement is not intended to limit any Federal or State laws, rules or regulations or any other requirements or duties under such laws, rules or regulations. This agreement is not intended to give any agency additional authority beyond current laws, rules, or regulations.

This MOU shall become effective upon signature by Tooele County and the BLM Wells Field Office Manager and will remain in effect until a decision for the Project EA is completed.

Amendments to this agreement may be proposed any time by any party and shall become effective upon written approval by all parties. Any of the parties, after 60 days written notice to other agencies, may terminate this agreement.

Any information furnished to the BLM under this agreement is subject to the Freedom of Information Act (5 USC 552).

Signatures:


Tooele County, Utah
JARED HAMNER
Chair, TOOELE COUNTY COUNCIL

5/5/2022
Date

Field Manager, Wells Field Office
Bureau of Land Management

Date

Designated Representative

Organization: Tooele County, Utah

Name:

Lisa Dunn

Title:

Wendover Airport Director

Mailing Address:

P.O. Box 104

Wendover, UT 84083

Phone Number:

435-843-3360

Fax Number:

Email Address:

lisa.dunn@tooeleco.org

APPROVED AS TO FORM:

 04/25/2022

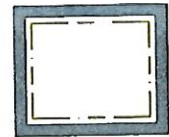
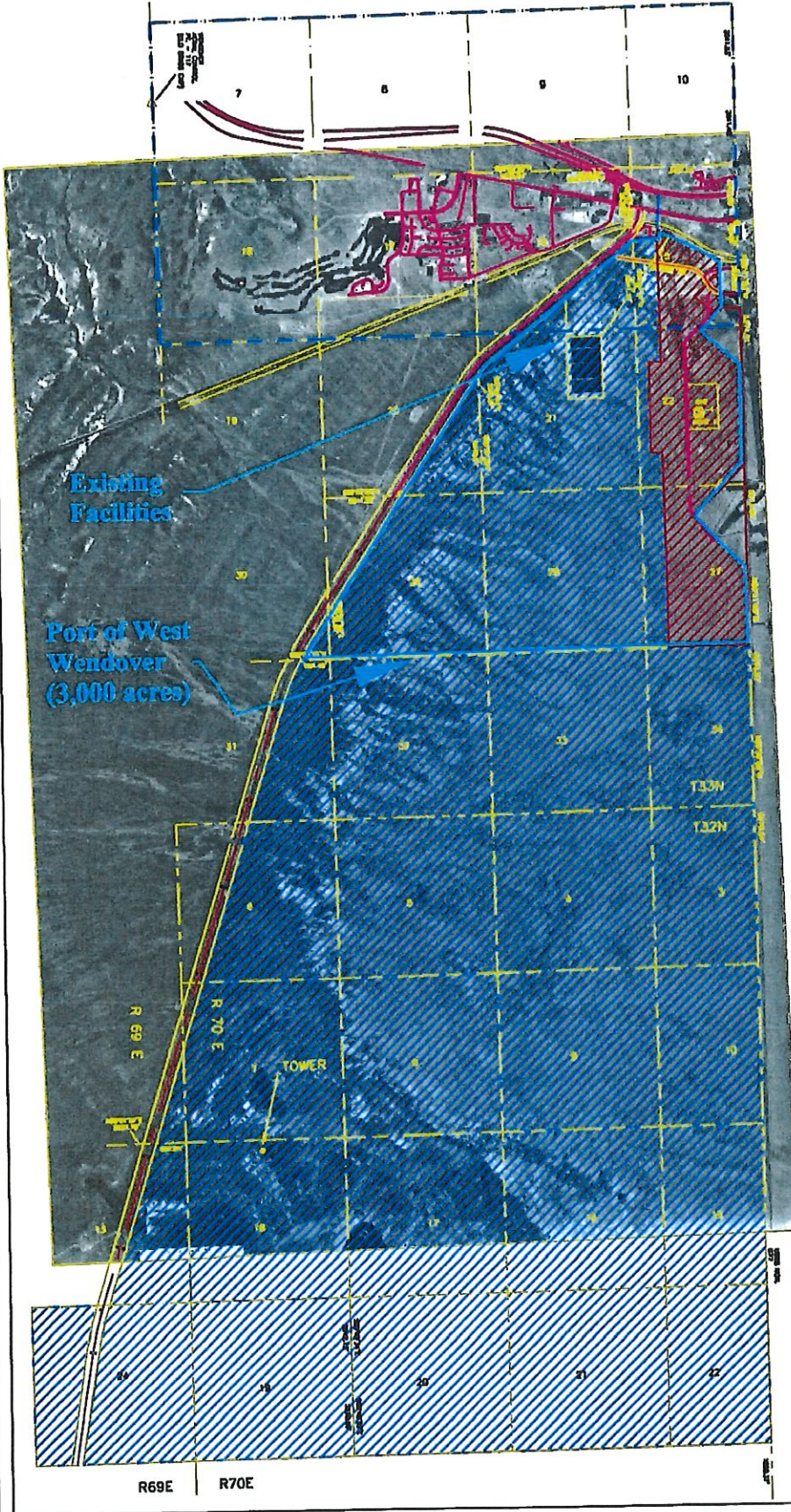
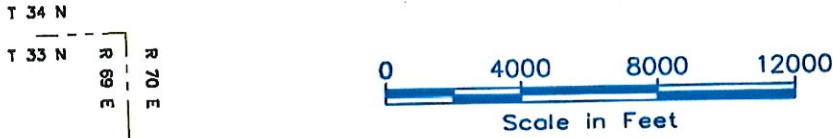
Colin R. Winchester
Deputy Tooele County Attorney


CITY OF WEST WENDOVER
 801 Alpine Street
 West Wendover, Nevada 89683
 Tel: (702) 664-3401 Fax: (702) 664-3729

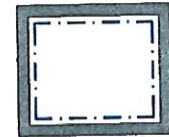
AIR FORCE PROPERTY
BOUNDARY DESCRIPTIONS
 Version 1.2 - January 5, 2001

DESIGNER:
 CHECKED:
 SCALE:
 DATE:

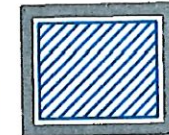
AIR FORCE PROPERTY
BOUNDARY DESCRIPTIONS - JANUARY 5, 2001



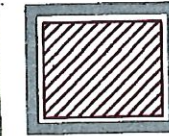
Section Lines



Existing Limits
 West Wendover



West Wendover
 Proposed Property
 +/- 14,150 acres



Tooele County
 Proposed Property
 +/- 705 acres