

SNPLMA ROUND 19

NOMINATION PACKAGE REQUIREMENTS FOR PARKS, TRAILS, AND NATURAL AREAS

Nomination period duration is 60 days, beginning Tuesday, September 7, 2021, and ending Friday, November 5, 2021. Nomination packages must be received by close of business, 4:30 p.m. Pacific Time on November 5, 2021. Late or incomplete submissions cannot be considered.

Please read all instructions and requirements carefully. Nominations which do not fully comply with these instructions, requirements, and due dates will be deemed incomplete and will not be accepted.

The following sections of this document include information on eligibility, limitations, general formatting, content, category specific requirements, and a template for writing the nomination proposal.

Questions concerning this category contact: Michelle Leiber, SNPLMA PTNA Program Manager, mleiber@blm.gov or 702-515-5168.

I. ELIGIBILITY REQUIREMENTS AND NOMINATION LIMITATIONS

The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Section 4(e)(3)(A)(iv) allows for funds from the special account to be expended for...development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties in Nevada; and in Carson City, Nevada at locations adjacent to or within the 100-year FEMA Floodplain of the Carson River, pursuant to a cooperative agreement with units of local government or regional governmental entities.

Eligibility for the Parks, Trails, and Natural Areas (PTNA) category is limited to the units of local government and regional governmental entities named in the Act which are: Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, Lincoln County, **White Pine County**, Carson City (with limitations noted above), as well as the Southern Nevada Water Authority, Clark County Regional Flood Control District, and Clark County Water Reclamation District. **Eligible counties may nominate projects for those unincorporated or incorporated municipalities not named in the Act but are within the county's jurisdiction. The county is responsible for carrying out the project, managing the project funds, and long-term operations and maintenance, including perpetuity of the project accomplishments.**

Nominations are limited to three submissions per entity per category.

Entities are to limit nominations to the best value option for a viable project. That is, nominations are to be cost effective while maintaining the quality and scope for not more than one project or phase. Nominating entities shall also ensure that the projected cost estimates are as accurate as possible.

Nominations may not identify federal agencies as recipients of any subaward resulting from the

proposed project.

A. Eligible entities may nominate acquisition of land or rights in land

Nominations may be submitted for acquisition of land or rights in land (i.e., water right, easement) if such real property acquisition is necessary to develop parks, trails, and natural areas. The nomination must include an “owner statement” indicating that the owner is a willing seller. The approved project or intended new project for which the real property is to be acquired must be identified in the nomination. If the land or rights in land is for a new PTNA project not yet approved, the entity must provide sufficient information within the nomination on the nature and scope of the new project to justify the need for the real property acquisition nomination.

If the real property acquisition nomination is approved by the Secretary for development of a new PTNA project, the entity must either follow-up with a nomination for the new project described in the approved real property acquisition nomination or provide evidence that the project was funded and constructed using another funding source(s).

*Contact the SNPLMA PTNA Program Manager for details on nominating acquisitions. *

B. Perpetual Ownership and Management of SNPLMA Funded PTNA Projects

Nominating entities must own, or legally control the land where the project is proposed for SNPLMA funding; and must also own and maintain in perpetuity any facilities, trails, or other features which are constructed using SNPLMA funds. This requirement does not prohibit entities from entering into agreements with third parties to perform necessary and appropriate upkeep of SNPLMA funded projects. Such agreements, however, cannot sell, give, or otherwise transfer ownership of the SNPLMA-funded project or project elements to a third party, nor can such agreements abdicate the entity’s responsibility for such maintenance.

Entities may not nominate projects on land owned and controlled by the State of Nevada.

Projects proposed on land within the eligible jurisdiction that is leased from the State of Nevada may be eligible if the lease is a long-term instrument that provides adequate rights and control over the state land on which the project would be constructed. Any such proposal must include a full explanation of the lease terms and conditions and will be evaluated on a case-by-case basis before the nomination is accepted.

The deed for land acquired with SNPLMA funds must contain a non-revocable restrictive covenant satisfactory to the BLM and the Department of the Interior (DOI) Regional Solicitor that requires the local or regional entity to utilize the land for the intended purpose in perpetuity.

The requirement for a restrictive covenant does not apply to small, incidental right-of-way or easement acquisitions that is needed to complete an alignment, provide access, or install signage for trail projects. Local/regional governmental entities are also required to maintain ownership for the intended purpose of other rights in land even though use of a restrictive

**INTERLOCAL AGREEMENT BETWEEN WHITE PINE COUNTY & CITY OF ELY FOR
PERPETUAL OPERATION & MAINTENANCE OF SNPLMA FUNDED PROJECTS**

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, pursuant to NRS 277.100 *et. seq.*, by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, hereinafter referred to as “COUNTY” and the City of Ely, an incorporated Municipality in the County of White Pine, State of Nevada, by and through the Mayor and City Council, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, COUNTY and CITY desire to afford all citizens of White Pine County and visitors the use and enjoyment of all current and future projects funded by the Southern Nevada Public Land Management Act of 1998 (SNPLMA), including, but not limited to Parks, Trails and Natural Areas (PTNA); and,

WHEREAS, although all current and future SNPLMA funded projects are situated in White Pine County, some of the projects are or will be situated within the incorporated area of CITY; and,

WHEREAS, even though SNMPLA funded projects applied for by COUNTY but situated within the incorporated area of CITY require the COUNTY to be ultimately responsible for carrying out said projects, managing the project funds, and long-term operations and maintenance, including perpetuity of the project accomplishments, SNPLMA does not prohibit COUNTY and CITY entering into an interlocal agreement that CITY shall, in perpetuity, operate and maintain only those current and future SNPLMA funded projects situated on land, right-of-way, and/or other interests, solely owned by CITY and/or jointly owned by CITY and a third party; provided, however, that SNPLMA projects involving Nevada Northern Railway Foundation, Inc. an incorporated, non-profit 501(c)(3), (hereinafter “NNRY”) shall be operated and maintained solely by NNRY; and,

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

Section 1.0. Purpose. The purposes of this Agreement are:

(a) To insure long-term, perpetual operation and maintenance services of all current and future SNMPLA funded projects situated on land, right-of-way, and/or other interest, solely owned by CITY and/or jointly owned by CITY and a third party shall be owned, operated and maintained by CITY in perpetuity; provided, however, that, notwithstanding any other provision of this agreement, SNPLMA funded projects involving NNRy shall be operated and maintained solely by NNRy; and,

(b) For the parties to work together in a cooperative and comprehensive manner in order to coordinate and maximize the deployment of resources to perpetually operate and maintain all current and future SNPLMA funded projects relating to land, right-of-way, and/or other interest, solely owned by CITY and/or jointly owned by CITY and a third party situated within White Pine County, and to perform the obligations required under this agreement.

(c) To optimize all current and future public access, use and enjoyment of SNPLMA funded projects relating to land, right-of-way, and/or other interest, solely owned by CITY and/or jointly owned by CITY and a third party situated within White Pine County.

(d) To provide assurances to SNPLMA Program Management that land, trails, facilities, or other features situated on property solely and/or jointly owned by CITY within White Pine County which are obtained and/or constructed using SNPLMA funds shall be owned, operated, and maintained by CITY in perpetuity; provided, however, that, notwithstanding any other provision of this agreement, SNPLMA funded projects involving NNRy shall be operated and maintained solely by NNRy.

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ARTICLE II

NOTIFICATION

Section 2.0. Notification to COUNTY by CITY.

(a) If CITY becomes unincorporated, files for bankruptcy or otherwise is declared insolvent by a Court of Law (of competent jurisdiction) or by the State of Nevada, and thereby unable to operate and/or maintain any or all current or future SNPLMA funded projects solely or jointly owned by CITY (including, but not limited to: Jack Caylor Park, Broadbent Park, Terrace Park and Bianchi Park), then CITY must immediately notify the COUNTY Clerk of the un-incorporation, bankruptcy filing, and/or declaration of insolvency by the Court of Law or State of Nevada; and, as soon as reasonably practicable, file a certified copy of the written proof of the un-incorporation, bankruptcy filing and/or declaration of insolvency by the Court or State, with the COUNTY Clerk and COUNTY Recorder. Upon receipt of such notification, CITY agrees to assist and work cooperatively with COUNTY during a transitional phase, in order for COUNTY to begin providing continuing operation and maintenance services for the impacted SNPLMA funded project(s).

ARTICLE III

TERM

Section 3.0. Term.

(a) The terms of this Agreement shall commence upon execution by both COUNTY and CITY and shall not terminate. This Agreement contemplates a term of in perpetuity.

(b) Either party may enter into discussion with the other party to discuss modification of this Agreement.

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ARTICLE IV

PERFORMANCE

Section 4.0. Commencement of Performance. Performance under this Agreement by COUNTY and CITY shall commence upon execution of this agreement.

ARTICLE V

OTHER CONTRACT TERMS

Section 5.0. Amendments. Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto and pursuant to NRS 241.

Section 5.1. Termination. Termination of this contract may only occur by mutual agreement of the parties or Court order.

Section 5.2. Execution of Additional Instruments. Each Party at the reasonable request of the 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.

Section 5.3. Use of Pronouns. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

Section 5.4. Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

Section 5.5. Notices. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

COUNTY:

White Pine County Commission
C/O County Clerk
1785 Great Basin Blvd., Suite 3
Ely, Nevada 89301

CITY:

City of Ely
C/O City Clerk
501 Mill Street
Ely, NV 89301

Section 5.6. Preservation of Original Agreement. This Agreement shall be executed by the Parties with an original copy, which shall be filed with both the Official Clerk of the Board of County Commissioners and the City Council Clerk of the City of Ely. An executed copy of this Agreement shall also be provided by COUNTY to SNPLMA Program Management as soon as practicable.

Section 5.7. Assignment. This Agreement shall inure to the benefit of the successors in office of the Parties.

Section 5.8. Application of 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 meeting, unless a specific statutory provision allows or requires the discussion of 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.

Section 5.9. Contract Documents. This document comprises the entire Agreement between the Parties. There are no attachments hereto and/or made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

Section 5.10 Severability. If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.

Section 5.11 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.

Section 5.12. 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.

Section 5.13. Dissolution of Interlocal Agreement for perpetual operation and maintenance of SNPLMA funded projects between COUNTY and CITY. If during the term of this agreement there legally ceases to be an interlocal agreement between the COUNTY and CITY for perpetual operation and maintenance of SNPLMA funded projects, then any and all terms in this agreement relating to the provision of operation and maintenance of SNPLMA funded projects by the CITY shall, if permitted by then current law and/or Court order, become binding upon the COUNTY, unless or until the interlocal agreement is declared, in writing, by the parties and/or a Court of Law, to be enforceable, and/or the CITY reincorporates as CITY (or other like form of an incorporated municipality with the same or similar area of incorporation) and/or CITY becomes solvent; at which time, CITY'S obligation to perpetually operate and maintain SNPLMA funded projects would automatically revert back to CITY (or other like form of an incorporated municipality with the same or similar area of incorporation).

Section 5.14. Incorporation and Recitals. The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF 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 BOARD OF COUNTY
COMMISSIONERS OF WHITE PINE
COUNTY**

ON BEHALF OF THE CITY OF ELY

CHAIRMAN

MAYOR

DATED this ___ day of _____,
20____

DATED this ___ day of _____,
20____

ATTESTED TO BY:

ATTESTED TO BY:

CLERK OF THE BOARD

CITY CLERK

Approved as to Form and Content by:

Approved as to Form and Content by:

Deputy District Attorney, White Pine County

City Attorney, City of Ely

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU” or “Memorandum”), is made and entered into this ____ day of _____, 2022, pursuant to NRS 288.150(2)(w) by and between the City of Ely, a municipality incorporated in the County of White Pine, State of Nevada, by and through the Mayor and City Council, (hereinafter referred to as “the City”) and the International Union Operating Engineers, Local 3 (hereinafter referred to as “the Union”), (together referred to as “the Parties” or separately at a “Party”), recognizes the Union as the exclusive bargaining Agent for the City Fire Department Bargaining Unit.

WITNESSETH:

WHEREAS, pursuant to Nevada Revised Statute 288.150, the City of Ely and the International Union of Operating Engineers, Local 3, are required to negotiate in good faith concerning the mandatory subjects of bargaining, to include wage rates and hours worked;

WHEREAS, amendments to the Collective Bargaining Agreement may be made from time to time in writing as approved by the Parties hereto and pursuant to Chapter 241 of the Nevada Revised Statutes;

WHEREAS, the establishment of employment prerequisites and certifications for a position within the Bargaining Unit are in the best interest of the City and the City of Ely Fire Department; and

NOW THEREFORE, the Parties hereto agree as follows:

I. OBJECTIVE

Article 3 of the parties’ Collective Bargaining Agreement shall be modified such that to be considered for a position within the Bargaining Unit, all new hire firefighter Trainees are required to have Nevada approved EMT Certification, AEMT Certification or Paramedic Certification and

complete all the following requirements within twelve (12) months of the hire date and may be advanced sooner upon the chief's approval:

1. Nevada-approved Firefighter I Certification,
2. Obtainment of a Nevada B Commercial Driver's License with tanker endorsement,
and
3. AEMT.

II. TERMS OF UNDERSTANDING

This Memorandum shall become effective upon signature by the authorized officials of each party and shall have a term of one (1) year from the date of said execution, at which point it shall terminate and the requirements shall revert back to those set forth in Article 3 of the parties' Collective Bargaining Agreement, unless the parties mutually agree to extend this Memorandum, with or without modifications.

III. LIMITATIONS OF LIABILITY

1. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Memorandum.
2. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

IV. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Nevada.

V. AMENDMENTS

This Memorandum may be amended through written agreement of all signatories.

VI. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the objectives stated in this MOU.

Entered into this _____ day of _____, 2022 by:

CITY OF ELY

OPERATING ENGINEERS LOCAL
UNION No. 3 of the IUOE, AFL-CIO

Jennifer Lee, City Clerk

Dan Reding, Business Manager

Nathan Robertson, Mayor

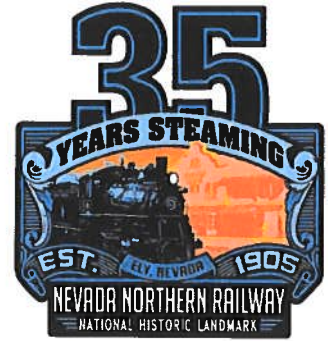
Bruce Noel, Recording Secretary

Patrick Stork, Fire Chief

Tim Neep, Public Employees Division

Approved as to Form and Content by:
M. Leo Cahoon, Esq., City Attorney

Phillip Herring, Business Representative



Nevada Northern Railway Foundation

A Nevada 501 (c) 3 Non-Profit Corporation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

Voice: (775) 289-2085 • Web: www.nnry.com • E-mail: info@nnry.com

Monthly Operations Report for January 2022

1. Locomotive Status – No change
 - a. Locomotives in service: #81, #93, #105, #109, #204, Wrecking Crane A & Rotary B.
 - b. Locomotive 40 is out of service for her heavy repairs. We have started on her repairs, she will be out of service until 2023.
 - c. Locomotives out of service needing moderate repairs: #201, #310 and #45
 - d. Locomotive 801 is being brought back into service. It is a very rare Baldwin VO diesel locomotive that is one of only eight left in existence.
 - e. Locomotives waiting funding for restoration: Steptoe Valley Smelting and Mining #309, Kennecott 801 and Rotary Snowplow B (for boiler overhaul.)
 - f. Locomotives out of service needing heavy repairs #802, #80 and the military locomotives.
3. Rolling Stock Status – No change
 - a. Passenger equipment in service: #07, #08, #09, Flatcar #23, Coach #5, Baggage Car/RPO #20, Outfit Car #06.
 - b. Passenger equipment out of service: #10, #2 and #05 needing heavy repairs.
 - c. Cabooses in service: #3, #6 and #22 are operational.
 - d. Cabooses out service: #5
4. Track Status – No change
 - a. Keystone Branch is open
 - b. Adverse Branch is open.
5. Ridership and Ticket Sales – Updated
 - a. In January we carried 155 passengers. In 2021, we carried 155. We carried 31 passengers fewer.
 - b. Year to date, we have carried 155 passengers.
 - c. Since operations began in 1987, we have carried 330,516 passengers.
6. Social Media: Our reach on social media continues to expand, in the last 28 days:
 - a. We reached 4,285,211 people, a 66% decrease.
 - b. Post engagement was 322,029, a 53% increase.
 - c. Our page likes were 324, a decrease of 51%
 - d. We have 115,460-page likes.
 - e. 155,021 people follow our page.

Award Winning Destination

Best Adrenalin Rush in Rural Nevada - 2020

Trip Advisor Certificate of Excellence – 2020, 2019, 2018, 2017, 2016, 2015, 2014

Best Museum in Rural Nevada – 2020, 2017, 2016, 2014, 2013, 2010, 2009, 2008

Best Place to Take the Kids in Rural Nevada - 2020, 2019, 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

