



Bureau of Land Management

Boise District Office
Four Rivers Field Office
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Boise, ID 83705
<http://www.id.blm.gov>

Determination of Land Use Plan Conformance and NEPA Adequacy (DNA)
U.S. Department of the Interior - Bureau of Land Management

A. BLM Office: Four Rivers Field Office

NEPA Log Number: DOI-BLM-ID-B010-2011-0022-DNA

Lease/Serial Case File No.: IDI-035652-02

Proposed Action Title/Type: Mineral Material Sale

Location/Legal of Proposed Action: T. 2 N., R. 2 E., Section 20, W¹/₂SW¹/₄SE¹/₄, BM, Ada County, Idaho

Applicant (if any): Brian Callahan, C&A Paving Company

Description of the Proposed Action and any applicable mitigation measures: Mineral material sale from a pre-existing site. The proposed sale would be for 200,000 cubic yards of sand and gravel and the contract would be for a five (5) year period.

B. Conformance with the Land Use Plan (LUP) and Consistency with Related Subordinate Implementation Plans

LUP/Document ¹	Sections/Pages	Date Approved
Kuna MFP	Objective M-4	3/30/1983

¹List applicable LUPs (e.g., Resource Management Plans, Management Framework Plans, or applicable amendments) and activity, project, management, water quality restoration, or program plans.

C. Identify applicable NEPA documents and other related documents that cover the Proposed Action.

NEPA/Other Related Documents ¹	Date Approved
DNA ID-110-2009-DNA-3723	5/20/2009
DNA ID-110-2006-DNA-3313	9/15/2006
EA-00052	3/23/2000
EA-98001	4/22/1998
Cultural Resource Inventory	1975

Cultural Resource Inventory	1980
Cultural Resource Inventory	1983
Class II Cultural Resource Inventory	1987
Inventory Report ID-I-97-B-57	1997
Inventory Report ID-I-98-B-01	10/17/1997
Special Status Plant Survey	10/30/1997
Special Status Plant Survey	6/29/1999
Special Status Animal Survey	1/10/1997

List applicable NEPA documents that cover the proposed action or documentation relevant to the proposed action (i.e., source drinking water assessment, biological assessment, biological opinion, watershed assessment, rangeland health standard assessment and determination, or monitoring report).

D. NEPA Adequacy Criteria

1. Is the current Proposed Action substantially the same action (or is a part of that action) as previously analyzed? Is the current Proposed Action located at a site specifically analyzed in an existing document?

Documentation of answer and explanation: Yes, the proposed action includes the same lands and substantially the same operation in manner and degree of activity as cited in EA-98001. No new ground would be disturbed.

2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the current Proposed Action, given current environmental concerns, interests, resource values, and circumstances?

Documentation of answer and explanation: Yes. All alternatives analyzed in the previous EA (EA-98001, page 1 and EA00052, page 3) are the same as the current proposed action. There are no new circumstances that would be considered significant and the existing NEPA analysis is adequate.

3. Is the existing analysis adequate and are the conclusions adequate in light of any new information or circumstances (i.e., riparian proper functioning condition reports; rangeland health standards assessments; inventory and monitoring data; most recent USFWS lists of threatened, endangered, proposed, and candidate species; most recent BLM lists of sensitive species)? Can you reasonably conclude that all new information and all new circumstances are insignificant with regard to analysis of the proposed action?

Documentation of answer and explanation: Yes. No new information has been found that would significantly change the conclusions relative to the proposed action. The status of *Lepidium papilliferum* has changed since the last EA but since this site is an open pit and no

new ground would be disturbed, this new information is insignificant with regard to the analysis of the proposed action.

4. Do the methodology and analytical approach used in the existing NEPA document(s) continue to be appropriate for the current Proposed Action?

Yes, the methodology and analytical approach used in the existing NEPA document is appropriate because it is consistent with CEQ (43 CFR 1500) and with BLM (Departmental Manual 516, Handbook 1790-1, and Handbook 3042-1) requirements and guidelines, which are the current requirements and guidelines for the development of an environmental assessment.

5. Are the direct and indirect impacts of the current Proposed Action substantially unchanged from those identified in the existing NEPA document(s)? Does the existing NEPA document analyze site-specific impacts related to the current Proposed Action?

Documentation of answer and explanation: Yes. All site-specific impacts have been adequately addressed in EA-98001 (page 2) and EA00052 (page 5), relative to the proposed action.

6. Are the cumulative impacts that would result from implementation of the current Proposed Action substantially unchanged from those analyzed in the existing NEPA document(s)?

Documentation of answer and explanation: Yes. The cumulative impacts resulting from the proposed action are substantially unchanged from those analyzed in the existing NEPA documents. Additionally, no new impacts have been identified in this area.

7. Are the public involvement and interagency review associated with existing NEPA document(s) adequate for the current Proposed Action?

Documentation of answer and explanation: Yes. All interested publics and agencies were contacted in development of the existing NEPA document (EA-98001, page 3 and EA00052, page 7). Additionally the permittee has recently renewed/obtained a Conditional Use Permit, a rigorous permitting process with the Ada County Planning and Zoning Commission, which includes public hearings that were advertised through a public hearing announcement.

E. Interdisciplinary Analysis:

Name	Title	Resource Represented
Valerie Lenhartzen	Geologist	Geology/Minerals
Mark Steiger	Botanist	Plants
Joey Weldon	Wildlife Biologist	Animals
Dean Shaw	Archeologist	Cultural

F. Mitigation Measures: List any applicable mitigation measures that were identified, analyzed, and approved in relevant LUPs and existing NEPA document(s). List the specific mitigation measures or identify an attachment that includes those specific mitigation measures. Document that these applicable mitigation measures have been incorporated and implemented.

The contract holder would comply with the mitigation measures that are discussed in EA-98001, page 2 and 3 and EA00052, page 5 and 6. Additionally, the contract holder will be required to follow the BLM stipulations associated with IDI-35652-02 (see Attachment A-Mineral Material Sales Contract Stipulations).

G. Conclusion

Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the NEPA documentation fully covers the Proposed Action and constitutes BLM's compliance with the requirements of NEPA.

Note: If one or more of the criteria are not met, a conclusion of conformance and/or NEPA adequacy cannot be made and this box cannot be checked.

/s/ Valerie Lenhartzen
Preparer

8/24/2011
Date

/s/ Jon M. Beck
NEPA Specialist

8/9/2011
Date

/s/ Terry A. Humphrey
Four Rivers Field Manager

8/24/2011
Date

**MINERAL MATERIAL SALES CONTRACT
STIPULATIONS
IDI-35652-02**

1. The authorized contract boundary for this project must be strictly adhered to. Any activity outside of the authorized contract boundary must be coordinated and approved by the authorized officer at the BLM.
2. The authorized officer may cancel the contract if the contract holder fails to observe its terms, stipulations and conditions, or if the contract has been issued erroneously according to federal regulations at 43 CFR § 3601.60.
3. All materials removed will be extracted in accordance with approved conservation practices so as to preserve to the maximum extent feasible, all scenic, recreational, watershed and other values of the land and resources.
4. When American antiquities or other objects of historic or scientific interest including, but not limited to; historic or prehistoric ruins, vertebrate fossils or artifacts are discovered in the performance of this contract, the item(s) or condition(s) will be left intact and immediately brought to the attention of the district manager or his authorized representative.
5. The contract holder shall maintain the area free of trash and refuse during operations and termination of the contract.
6. The contract holder shall be responsible for suppression costs of any fires resulting from actions under this permit or contract.
7. The contract holder shall submit to the Bureau of Land Management, a monthly statement stating the type and quantity of all mineral materials removed from the sale site during the previous month. The monthly statements shall be submitted no less than 15 days after the end of the month for which the statement applies. Reporting period will be August 25, 2011 through August 31, 2011 for the first month, etc.
8. The approved mining and reclamation plan, the Standard Conditions of Approval incorporated in the approved Ada County Conditional Use Permit (File 200800105-CU/MSP), the Best Management Practices outlined in the EPA-approved Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention, Control and Countermeasure (SPCC) Plan, and the compliance requirements of the State of Idaho Department of Environmental Quality Permit to Construct (PTC) No. P-2009.0131 are part of this contract as special conditions governing all operations under the contract, including operation of the portable hot mix asphalt (HMA) plant which includes the following

components: HMA Drum Dryer with Stack, Asphalt Tank Heater, and HMA plant generator.

9. The contract holder will comply with all other applicable federal, state, or local laws, regulations, permits, or ordinances.
10. Any deviations from the approved reclamation plan and these stipulations will be subject to approval by the BLM authorized officer prior to such actions.
11. Upon expiration of the contract, the contract holder will, within 45 days, remove all equipment, personal property, and other improvements from the area.
12. The contract holder shall indemnify and save harmless the United States of America against any liability for damages to life, person, or property arising from the use of the lands under this contract.
13. The subject site and haul roads shall be sprayed as necessary with water or other suitable material to hold down the dust created by these activities.
14. Proper mufflers and spark arresters shall be maintained on equipment used in this project to reduce noise level and to limit the potential for fires. In addition, the contract holder and any contractors or subcontractors shall maintain and have on the site adequate fire prevention and extinguishing equipment.
15. The contract holder shall remove only as much overburden and vegetation as is needed for each operation so as to keep visual, wildlife, and land stability impacts to a minimum. Manure from the adjacent BLM Horse Corral may be brought on site by the BLM as needed to be mixed with the overburden for final reclamation.
16. Clean fill material may be hauled onto the site and shall be documented and reported with the monthly production report/statement. The report must specify type, quantity, and source of material. Asphalt may be recycled on site but is not allowed to be buried or used as fill material. No trash or hazardous solid or liquid waste will be stored or buried on site. Non-hazardous material that was found on site at the time of signature on contract IDI-35652-02 can be buried on site.
17. Whenever possible, reclamation should proceed concurrently with excavation.
18. Upon completion of this project, all excavations shall be sloped to a minimum of 3:1 ratio; all disturbed areas shall be seeded with a mixture of seed at a rate to be specified by the BLM at the time of reclamation.
19. This contract does not grant the contract holder exclusive use of the public lands identified herein.

20. The contract holder shall have a copy of the contract with them at all times while on site. Failure to produce the contract may result in a citation or revocation of privileges.
21. All operators are required to provide employee training sufficient to meet the requirements of Title 30, CFR, Part 46 and 62, regarding operator safety training and noise exposure standards. Operators who contract crushing and screening of materials are responsible for insuring that contractors have met all of the above requirements. Additional information may be obtained from the internet at www.msha.gov/.