

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawaii 96813

July 23, 2021

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

OAHU

*Amend Prior Board Action of March 13, 2015, Item D- 9 Issuance of Direct Lease of Building Space to United States of America, Department of the Army for Nursery, Storage, and Staging Area Purposes, Kaena, Waialua, Oahu, TMK (1) 6-8-001:Portion of 004*

The purpose of this amendment is to add to the description of the areas to be leased, and to expand the "character of use" description.

BACKGROUND:

On March 13, 2015, under agenda item D-9, the Board approved issuance of a lease to the United State of America, Department of the Army for the use of portions of Mokuleia Forest Reserve for nursery, storage, and staging area purposes. A copy of the 2015 approved submittal is attached as **Exhibit 1**.

REMARKS:

The Army Corps of Engineers (ACOE), which is representing the U.S. Army, obtained the concurrence from the Division of Forestry and Wildlife (DOFAW) on the draft lease agreement (**Exhibit 2**). Among the terms and conditions in the latest draft, some of them are slightly different from the language in the 2015 submittal. Staff is seeking the Board's approval on the updated terms as described below.

Space Area (amended portions are shown in bold)

Description	Area (square feet)
Lower Building (exclusive use)	1,448
Lower Building (shared use)	1,160
Upper Building (exclusive use)	810
Greenhouse/Plant Nursery (exclusive use)	3,150
<b>Outdoor Plant Growing Areas (exclusive use)</b>	<b>2,200</b>
<b>Helicopter Landing Zone (shared use)</b>	<b>5,000</b>

Total:	13,768
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Annual Rent

Applicant performed an appraisal and offered to pay **\$33,410.16** as the annual rent which covers the base rent and maintenance of the clivus toilet, as compared to the 2015 figure of \$36,882.

Character of Use

The character of use has been expanded to read "**Operation and maintenance of a rare plant greenhouse/nursery, material and supply staging area, and work space**".

Term

Instead of a five (5) year fixed term as approved in 2015, the latest agreement is to cover the period from **September 1, 2021 to August 31, 2022** only, further subject to renewal options to be exercised by the applicant in accordance with the stipulation in the lease.

DOFAW accepted all the above-mentioned amendments. Staff also recommends the Board delegate the authority to the Chairperson to approve any further terms and conditions which best serves the interest of the State.

RECOMMENDATION: That the Board:

1. Amend its prior Board action of March 13, 2015, under agenda item D-9 by revising the terms and conditions as described above.
2. Delegate the Chairperson approve other terms and conditions best serve the interest of the State.
3. All other terms and conditions listed in its March 13, 2015 approval to remain the same.

Respectfully Submitted,



David G. Smith, Administrator

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson



<b>U.S. GOVERNMENT</b>	
<b>LEASE FOR REAL PROPERTY</b>	
<b>TOTAL</b>	
Lower Building A: Exclusive Interior Space (approx. 1,448 sqft) & Shared Interior Space (approx. 1,160 sqft)	
Upper Building B: Exclusive Interior Space (approx. 810 sqft)	
Plant Nursery Greenhouse: Exclusive Nursery Space (approx. 3,150 sqft)	
Outdoor Plants Growing Area: Exclusive Plants Space (approx. 2,220 sqft)	
Shared use of helicopter landing zone (approx. 5,000 sqft)	
Effective Date of Lease	1 September 2021
	Lease No.: DACA84-5-20-0041
TAX ID # (TIN):	DUNS # (per CCR):

**THIS LEASE** made and entered into the Effective Date above, under the authority of Title 10, U.S.C. Section 2661 and 2663, to the U.S. Army Garrison Hawaii, by and between the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, whose address is 1151 Punchbowl Street, Room 325 Honolulu, Hawaii 96813, and whose interest in the property hereinafter described is that of owner (as certified), for itself, its successors, and assigns, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government, whose mailing address for this purpose is District Commander, U.S. Army Engineer Honolulu, ATTN: Real Estate Branch, Bldg. 230, Fort Shafter, Hawaii 96858-5440.

**WITNESSETH THAT:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

**1. PREMISES:** The Lessor hereby leases to the Government the following described premises: Exclusive use of approximately 1,448 square feet of interior space and shared use of approximately 1,160 square feet of interior space in the Lower Building A; exclusive use of approximately 810 square feet of interior space in the Upper Building B; exclusive use of approximately 3,150 square feet in the greenhouse/plant nursery; exclusive use of approximately 2,220 square feet of the outdoor plant growing areas; and shared use of approximately 5,000 square feet of helicopter landing zone (unpaved), all located on a portion of TMK (1) 6-8-001:004, to be used for Government purposes for the operation and maintenance of a rare plant greenhouse/nursery, material and supply staging area, and work space, all as shown on **Exhibit "A"**, attached hereto and made a part of this agreement. Such land and facilities are referred to collectively herein as "the premises".

**2. LEASE TERM, COMMENCEMENT OF RENTAL DATE:** TO HAVE AND TO HOLD the said premises with their appurtenances for the terms beginning on 1 September 2021 through 31 August 2022, subject to termination and renewal rights as many be hereinafter set forth. The



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Government's obligation and legal liability for performance of this Lease beyond 31 August 2022 is contingent upon the availability of annually appropriated funds. Nothing in this lease shall constitute, or be deemed to constitute, an obligation of future appropriations by the United States or considered, as implying that the Congress will appropriate additional funds. Said Lease shall be renewable from year to year commencing on 1 September of each year for four (4) option years in accordance with condition No. 5, unless and until earlier terminated by the Government on notice of termination in accordance with Condition No. 4, provided that the term of this Lease shall in no event extend beyond 31 August 2026.

### **3. RENTAL:**

The Government shall pay the Lessor rent from the Effective Date at the following initial gross rental rate: **\$33,410.16 (THIRTY-THREE THOUSAND AND FOUR HUNDRED TEN AND 16/100 DOLLARS)** annually. All payments by the Government under the terms of this lease shall be made payable to **Department of Land and Natural Resources (DLNR), 2135 Makiki Heights Drive, Honolulu, HI 96822** via electronic funds transfer by the USACE Finance Center, 5722 Integrity Drive, Millington, Tennessee 38054-5005. "Rent" shall be fixed at the rate specified below throughout the life of this lease. It is also understood and agreed that the Lessor shall provide utilities at no cost to the Government.

- a. The annual lease "Rent" payment is calculated as follows:

<u>Annual Lease rent:</u>	<u>Annual</u>
Base Rent	\$ 32,366.16
Clivus Toilets	\$ 1,044.00
<b>Total rent</b>	<b>\$ 33,410.16</b>

**4. TERMINATION:** The Government or Lessor may terminate this lease in whole or in part at any time after 31 August 2022 by giving at least a ninety (90) day notice in writing to the the other party and no rental shall accrue after the effective date of termination. Said ninety (90) day period shall be computed commencing with the day after the date of mailing.

**5. RENEWAL OPTIONS:** This lease shall be renewed from year to year as provided in Condition No. 2. Above at the option of the Government provided that notice of such renewal is given in writing to the Lessor at least ninety (90) days before the end of the original lease term or any renewal term, in the event of which all terms and conditions of this lease shall remain the same during the renewal term except as otherwise specifically provided in this lease. Said notice shall be computed commencing with the day after the date of mailing.

**6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT,** as part of the rental consideration, the following:

- (a) Provide water, replace light bulbs and/or fluorescent tubes, starters, and ballasts as required.



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- (b) Provide two sets of gate keys for all gates to access to the premises.
  - (c) Provide two sets of keys to the building A and building B.
  - (d) Provide clivus toilets service

**7. EQUIPMENT:** All tools, equipment, and other property taken onto or placed upon the said premises by the Government, shall remain the property of the Government and shall be removed by the Government no later than 120 days after the expiration or termination of this lease.

**8. NOTICES:** Any notice under the terms of this Lease is to be given in writing and delivered by "Certified Mail, Return Receipt Requested" or registered mail, Express Mail or comparable service, or delivered by hand; and delivery, whether accepted or refused, attempted delivery, or marked undeliverable, shall be deemed notice under the terms of this Lease. Any notice given by the Lessor to the Government shall be addressed to: District Commander, U.S. Army Engineer Honolulu, ATTN: Real Estate Branch, Bldg. 230, Fort Shafter, Hawaii 96858-5440, with reference to the Lease number. Any notice given by the Government to the Lessor shall be addressed to: State of Hawaii, Division of Forestry and Wildlife, 2135 Makiki Heights Drive, Honolulu, Hawaii 96822

**9. RECORD OF ENVIRONMENTAL CONSIDERATION:** A Record of Environmental Consideration (REC) documenting the known history of the premises with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit "B" - reviewed and approved by the Directorate of Public Works, United State Army Garrison Hawaii and confirmed that the REC is valid. Upon expiration, revocation or termination of this lease, another REC shall be prepared which will document the environmental condition of the premises at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements to restore the land to its condition existing at the date of this Lease, which Government shall promptly implement and complete.

**10. IMPROVEMENTS:** The Government shall not at any time during the term construct, place, maintain and install on the premises any building, structure or improvement of any kind and description except with the prior written approval of the Chairperson, Board of Land and Natural Resources (BLNR) and upon those conditions the BLNR may impose, unless otherwise provided in this lease.

**11. WAIVER OF RESTORATION:** The Lessor hereby waives restoration of the Premises to their condition as of the Lease start date.

**12. OFFICIALS NOT TO BENEFIT.** No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise there from, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

**13. GRATUITIES:**



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(a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such lease; provided, that the existence of facts upon which the Secretary of the Army, or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**14. ATTACHMENTS AND CONFLICTS:** The following are attached and made a part hereof:

EXHIBIT A - Map Showing Leased Premises  
EXHIBIT B – Record of Environmental Consideration  
GENERAL CLAUSES

**15. CONSENT TO ELECTRONIC SIGNATURES:** Pursuant to Uniform Electronic Transactions Act and the federal E-SIGN Act, the undersigned Signatory agrees that any and all signatures required on this Lease or permitted to be given hereunder may be in electronic form ("Electronic Signature"). Any Electronic Signature submitted shall constitute a representation by the Signatory that (i) his/her signature is authentic, (ii) the Signatory has the authority to execute such record, and (iii) the Electronic Signature is binding on the Signatory. Any party delivering an Electronic Signature of this Lease shall also deliver an original executed version of this Lease; provided, however, the failure of a party to deliver an original will not affect the ability of the other party to rely on an electronically executed and/or delivered version of this Lease.

**16.** This Lease is not subject to Title 10, United States Code, Section 2662.

It is agreed by the parties hereto that the specific conditions above shall govern over the General Clauses which follow, in the event of a conflict.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, Contract No. DACA84-5-20-0041, to be effective on the date first above written.

**SIGNATURE PAGE TO FOLLOW**

**STATE OF HAWAII**

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
MONTH dd, yyyy.

APPROVED AS TO FORM;

\_\_\_\_\_  
Deputy Attorney General  
Dated:

By \_\_\_\_\_  
SUZANNE D. CASE  
Chairperson  
Board of Land and  
Natural Resources  
Dated:

**THE UNITED STATES OF AMERICA**

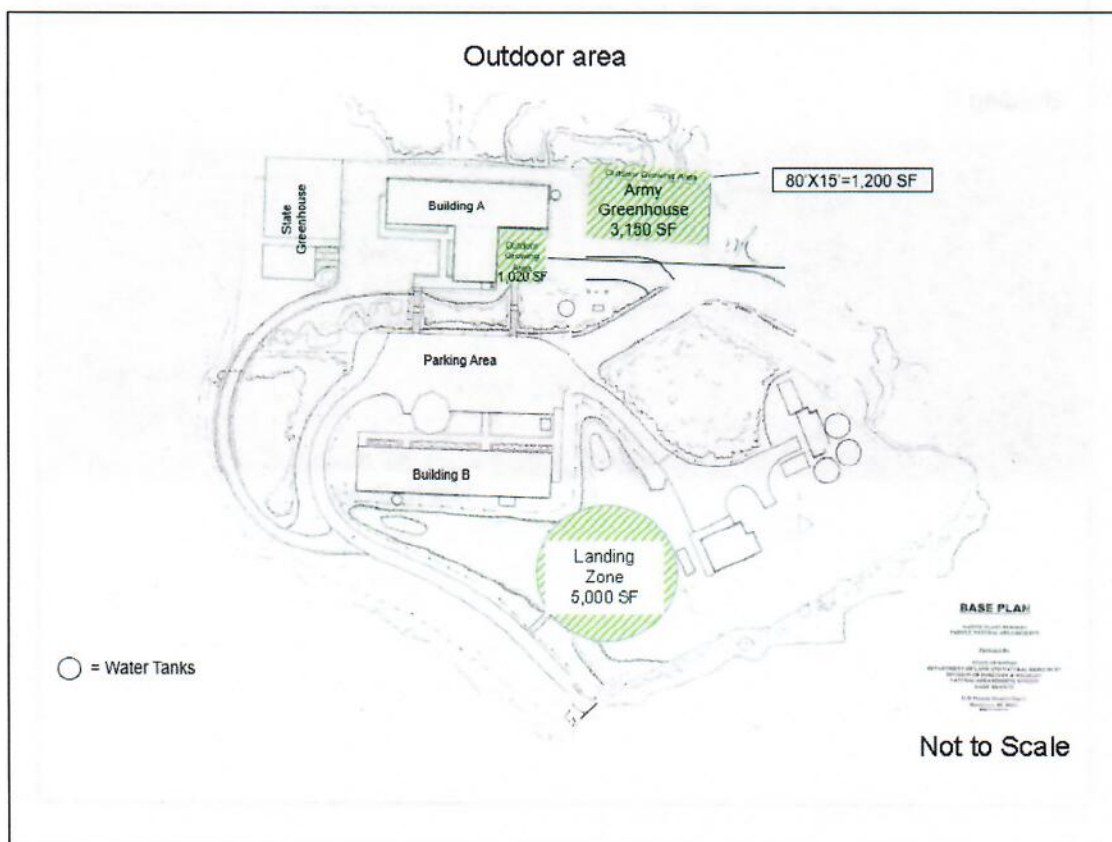
By \_\_\_\_\_  
Veronica A. Hiriams  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Honolulu District  
Dated:



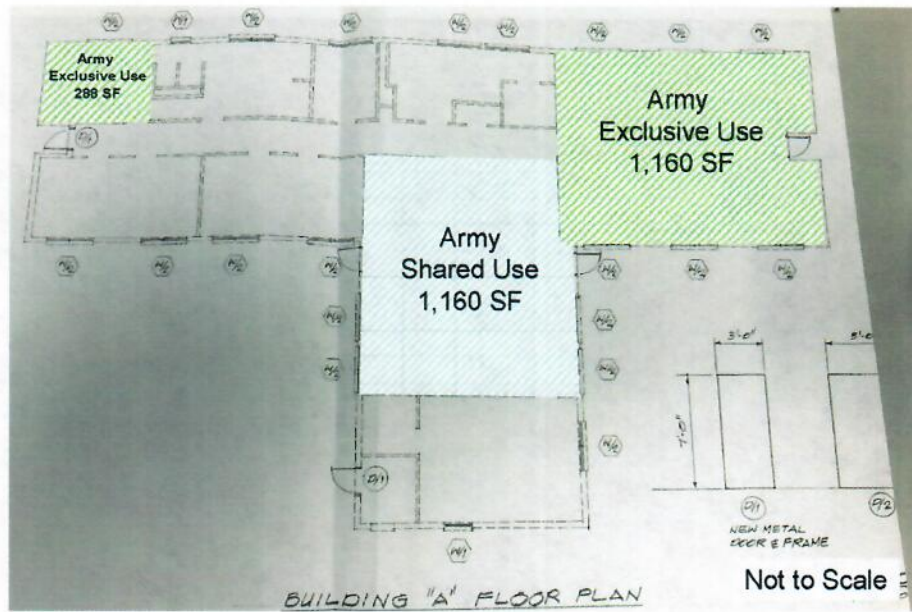
**Exhibit "A"**  
**Map Showing Leased Premises**



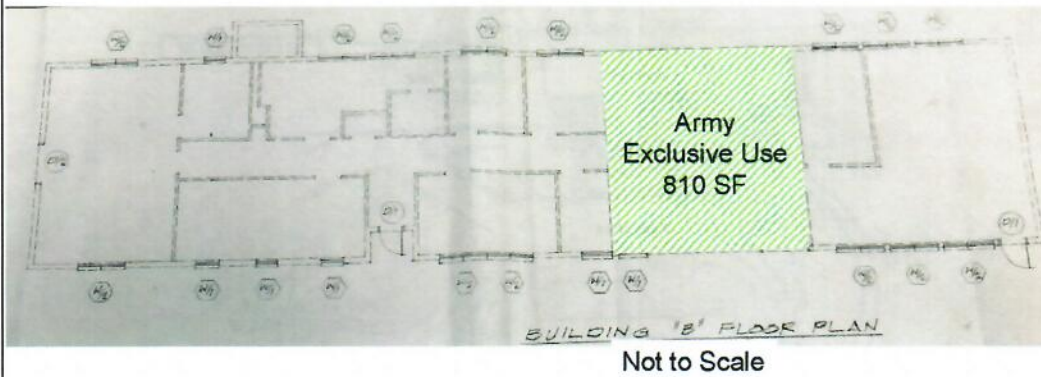




### Building A



### Building B





**Exhibit "B"**  
**Record of Environmental Consideration**

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

The DPW process owner office of this form is the Environmental Division

TO: Directorate of Public Works  
ATTN: Environmental Division (IMPC-HI-PWE)  
U.S. Army Garrison, Hawaii  
Schofield Barracks, HI 96857-5013 (Stop 253)  
Phone: 656-2878, ext. 1051, Fax: 656-1039

DATE: 9 December 2014

**REC CHECKLIST**  
(Check before submitting)

- ☒ Detailed Project Description
- ☒ Location Map and Plans
- ☒ Date of Proposed Action
- ☒ Reason for Categorical Exclusion
- ☒ Impact Analysis Checklist

FROM: Kapua Kawelo  
USAG-HI, DPW ENV  
413 Oahu Street  
Schofield Barracks, HI 96857

1. PROJECT TITLE: Lease of State-owned Greenhouse for Endangered Plant Cultivation, Mokuieia Forest Reserve

2. DESCRIPTION OF PROPOSED ACTION *(Provide detailed description of the proposed action and FEWR # if available. Attach location map and site plan, or other information that will help to clearly describe the proposal):*

The Army proposes to lease a greenhouse, storage space and workspace at a former NIKE missile storage facility on State of Hawaii land (TMK 6-8-01, Parcel 04) within the Mokuieia Forest Reserve. The Army's Oahu and Makua Biological Opinions include requirements for stabilizing endangered plants. Suitable elevation is essential in successfully propagating these plants and the NIKE greenhouse is located at 2,000 ft above sea level. A total of 3,150 sq-ft of storage space, 2,258 sq-ft exclusive interior space and 1,160 ft of shared interior space will be leased from the Department of Land and Natural Resources, Division of Forestry and Wildlife. Maps of the site and photos are enclosed. Within the greenhouse, plants are kept plastic pots of various sizes depending on species preference. Soil media used include potting mix, vermiculite, perlite, cinder and sphagnum moss. Plants are watered at least every other day. Pesticides are applied according to the label in order to control plant pests. Pesticides are stored within the building in a designated storage room according to the label. Fertilization occurs as needed using granular and liquid fertilizers. Transplanting is conducted within the building space. Potting media and pots are stored within the building. Other items that are stored include the plant transport boxes used to fly plants their destination outplanting site. Strict sanitation protocols utilized in the greenhouse to prevent inadvertent introduction of invasive species to native habitat are followed prior to release of plants from the greenhouse for outplanting in native habitat. Irrigation may be installed to automate watering.

3. ESTIMATED START DATE & DURATION OF PROPOSED ACTION: January 1, 2015-indefinite end date.

4. IT HAS BEEN DETERMINED THAT THIS ACTION *(Choose one):*

- ☒ a. Is adequately covered in the following EA/EIS *(Provide title and date of document):*

Outplanting and rare plant stabilization actions are described as part of the Oahu Implementation Plan (OIP) Environmental Assessment. The EA did not cover the lease of the NIKE greenhouse facility specifically but is part and parcel to the OIP. Sanitation protocols utilized in the greenhouse are

**IMPC-HI-PW Form 29, Jul 07** (This form replaces APVG-GW Form 29 & 29A, Nov 04, which is obsolete)  
This form is prescribed for use in DPW SOP APVG-GWV No. 327, SUBJECT: Environmental Analysis of 25<sup>th</sup> ID(L) & U.S. Army Hawaii Actions  
(Under revision as of 20 July 2007) **NOTE: This form consists of IMPC-HI-PW Form 29 & 29A** Pg 1 of 2

addressed in the EA.

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☐ b. Is categorically excluded under Appendix B, Section II, paragraph \_\_\_\_\_ of 32 CFR Part 651 for the following reason (*See 32 CFR Part 651, Environmental Analysis of Army Actions, 29 Mar 02*):

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5. POTENTIAL IMPACTS ON THE QUALITY OF THE ENVIRONMENT HAVE BEEN CONSIDERED AND ARE DOCUMENTED ON THE ATTACHED ENVIRONMENTAL CHECKLIST (*Complete Environmental Impact Analysis Checklist*). IT HAS BEEN CONCLUDED THAT THIS ACTION IS NOT SEGMENTED AND NO EXTRAORDINARY CIRCUMSTANCES EXIST THAT WOULD PRECLUDE THE USE OF THE APPLICABLE CATEGORICAL EXCLUSION IDENTIFIED IN PARAGRAPH 4.b. ABOVE (*See Section 651.29 of 32 CFR, Part 651*).

6. THIS REC DOES NOT RELIEVE THE PROPONENT FROM COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS; I.E. NATIONAL HISTORIC PRESERVATION ACT, ENDANGERED SPECIES ACT, CLEAN WATER ACT, ETC. (*Contact DPW Environmental Division for assistance on requirements*).

7. THIS ACTION HAS BEEN COORDINATED WITH THE FOLLOWING OFFICES/AGENCIES:

Office	Name	Concur/ Non-con	Office	Name	Concur/ Non-con

SUBMITTED BY THE PROPONENT:

[Redacted Signature]

11/10/14

(Signature)

H. Kapua Kawelo

(Date)

808-655-9191/808-864-1014

(Typed or Printed Name and Title)

(Telephone/Fax Number)

REVIEW AND CONCURRENCES (*For Environmental Division use*):

	YES	WITH CMNT	NO	
<input type="checkbox"/> (Natural Resources Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)
<input checked="" type="checkbox"/> <i>Richard D. H.</i> (Cultural Resources Program)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(Date) 12/17/14
<input type="checkbox"/> (Installation Restoration Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)
<input checked="" type="checkbox"/> <i>Lissa A. Bruge</i> (Water Quality Program)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date) 12/18/14
<input checked="" type="checkbox"/> <i>Quane Su</i> (Air Quality/Toxic Substances Control Act Program)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date) 12/17/14
<input type="checkbox"/> (EMS/Recycling Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)
<input type="checkbox"/> (Hazardous Waste Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)
<input type="checkbox"/> (EPCRA Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)
<input type="checkbox"/> (Other environmental staff as required)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Date)

APPROVED BY:

*Lisa Grabe*  
(Environmental Coordinator)

23 Dec 2014  
(Date)

## ENVIRONMENTAL IMPACT ANALYSIS CHECKLIST

PROPOSED ACTION: Lease of State-owned Greenhouse for Endangered Plant Cultivation, Mokuleia Forest Reserve

**ENVIRONMENTAL IMPACT ANALYSIS** *(Consider both construction and operational impacts. Any "YES" or "MAY" answers need to be explained in the "Discussion" section at the end of this checklist.)*

	YES	NO	MAY
<b>1. <u>AIR QUALITY</u></b>			
a. Will the proposal cause air emissions such as smoke, dust, suspended particles, or air pollutants during construction or operations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. <u>WATER QUALITY</u></b>			
a. Is there potential for accidental spills of hazardous or toxic substances?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. <u>TOPOGRAPHY AND SOILS</u></b>			
a. Will there be alterations to topography, i.e. site grading that could potentially increase soil erosion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will the construction area involve disturbance of one acre or more? <i>(If yes, your project requires a NOI Form C permit from the State Department of Health.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>4. <u>NATURAL RESOURCES</u></b>			
a. Will the proposal affect undeveloped areas, endangered or threatened species, or plant or animal critical habitat?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. <u>ARCHAEOLOGICAL/HISTORIC RESOURCES</u></b>			
a. Will the proposal alter or destroy any archeological sites or buildings that are over 50 years old?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will the proposal require any excavation, trenching, or grading activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6. <u>LAND USE</u></b>			
a. Will the proposal alter the present land use of an area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will the proposal result in a change in operations/activities occurring at the site or facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>7. <u>HAZARDOUS MATERIALS/WASTE OR TOXIC SUBSTANCES DISPOSAL</u></b>			
a. Will the proposal result in alteration or disposal of existing facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will the proposal result in the use, treatment, storage, and/or disposal of hazardous materials or wastes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>8. <u>NOISE ENVIRONMENT</u></b>			
a. Will there be any changes to the numbers, types, and operations of aircraft, vehicles, or weapon systems that could affect noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



## ENVIRONMENTAL IMPACT ANALYSIS CHECKLIST

PROPOSED ACTION: Lease of State-owned Greenhouse for Endangered Plant Cultivation, Mokuleia Forest Reserve

**ENVIRONMENTAL IMPACT ANALYSIS** (Consider both construction and operational impacts. Any "YES" or "MAY" answers need to be explained in the "Discussion" section at the end of this checklist.)

YES NO MAY

### 9. TRAFFIC

- |   |                          |                                     |                          |
|---|--------------------------|-------------------------------------|--------------------------|
| a. Will the proposal generate or increase vehicular traffic?            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Will there be a requirement to construct, reroute or alter roadways? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### 10. UTILITIES SYSTEMS

- |  |                          |                                     |                          |
|--|--------------------------|-------------------------------------|--------------------------|
| a. Will the proposal require electrical power, water, or wastewater disposal, or alterations to the existing utility systems or drainage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|

**DISCUSSION** (Annotate items answered "YES" or "MAY" and provide a brief explanation of the potential impacts and mitigation measures to be implemented. Provide answers to the questions of how much, whom, where, when, and how? Contact the DPW Environmental Division at 656-2878 if assistance is needed.)

- 1) Air quality will temporarily be affected during the pesticide application within the greenhouse. Spraying will only be conducted to minimize drift by spraying under low wind conditions. Staff within adjacent building will be notified prior to the spray commencing. Signs will be posted during and following each spray event.
- 2) There is no surface water present at the greenhouse site. Spraying will not be conducted while it is raining in order to ensure effective treatment of the target pest and reduce run off. Herbicide concentrates will be kept in secondary containment during transport to the work site. Any collected spill will be applied according to the label.
- 4) Natural resources will be affected beneficially by this lease. The endangered plants being grown are intended for reintroduction which will benefit each species as a whole. Greenhouse propagation is an essential part in the recovery of the species.
- 5) a. A Section 106 consultation was initiated. The consultation letter is attached. The Army determined that no historic properties will be affected by the lease as the Army's use will not alter the character or established use of the buildings.