

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

November 1, 2022
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers.
The meeting will also be lived streamed on the City's website:
<http://livestream.hanford.city/>

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

- A. Presentation by LSA Associates, Inc, of the DRAFT Vehicle Miles Traveled (VMT) Thresholds and Implementation Guidelines
- B. Presentation, Council Discussion and Direction related to several upcoming annexations, an amendment to the Sphere of Influence, and related General Plan Amendments and pre-zoning.
- C. Presentation by ENGIE Services regarding their proposal to perform modernization upgrades to the City's wastewater treatment facility via the design-build process.

CLOSED SESSION FOR DECUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-REAL PROPERTY NEGOTIATIONS (GC 54956.8):

Property: 113 Court St.

APN: 010-265-001-000
Agency Negotiators: Mario Cifuentez and Ty Mizote
Agency Negotiating Party: Jerry Irons

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Peter Anderson

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

Small Business Saturday 2022 Proclamation

COUNCIL REPORTS/COMMENTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the August 16, 2022 Meeting
- C. City Clerk: Approval of the Minutes of the September 20, 2022 Meeting
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jesse Torres.
- E. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Sheryl Zamora.

- F. Administration: Approval of the fee schedule for passport related fees as established by the U.S. Department of State and the addition of a \$15 photo/service fee per passport.
- G. Administration: Authorization for the City Manager to execute a contract with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, of Sacramento to provide state legislative advocacy services, effective January 1, 2023 through Dec. 31, 2023, for a monthly fee of \$6,000.
- H. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 929, Unit No. 2 (13th Ave. and Devon St.)
- I. Public Works: Appropriation of \$499,067 in funding from the Refuse Capital Reserve fund to cover \$374,066.54 in costs for new front load refuse truck and \$125,000 for on-board truck scales to reduce overweight loads.

PUBLIC HEARINGS:

- A. Community Development: Mitigated Negative Declaration No. 2022-31: A request to certify that the project will not have a significant effect on the environment with the incorporation of mitigation measures. General Plan Amendment No. 2021-01C: A request to change the land use designation from Medium Density Residential to Corridor Mixed Use on 18 parcels totaling approximately 28 acres. The request is due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). The proposed land use designation is compatible with the ALUCP. Prezone 2021-14: A request related to an annexation request in process for a County Island that is within the City of Hanford Sphere of influence. A request to pre-zone/rezone the site from C-S – Service Commercial (County) to MX – C - Corridor Mixed Use (City), consistent with the proposed land use designation and the ALUCP, on 18 parcels totaling approximately 28 acres. The project is located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026).

GENERAL BUSINESS:

- A. Public Works: Approval of amendments to two (2) existing Energy Services Contracts with ENGIE Services to waive approximately \$500,000 in under performance penalties; reduce future performance guarantees by 25%; and provide for a ten-year Operation and Maintenance (O&M) contract valued at \$1,059,974.
- B. Community Development: Authorization to submit a grant application for the Urban Community Drought Relief Program and, if awarded, authorization for the City to Accept the grant agreement and the City Manager to execute any related documents

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

Council Future Agenda Items

Upcoming Events and Important Dates:

November 8: Election Day

November 9: Coffee with a Cop, Starbucks 2453 E. Lacey Blvd.

November 11: Veterans Day, city offices will be closed

November 15: Regular City Council Meeting

November 18: Employee Winter Wonderland Celebration 4:00 pm, 6:00 pm, and 8:00 pm

November 19: Holiday Boutique Civic Auditorium 10:00 am – 6:00 pm

November 19: Winter Wonderland Celebration returns through January 8, 2023

<https://www.hanfordwinterwonderland.com/>

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022

AGENDA SECTION: A

SUBJECT:

Community Development: Study Session - Presentation by LSA Associates, Inc, of the DRAFT Vehicle Miles Traveled (VMT) Thresholds and Implementation Guidelines

Senate Bill (SB) 743, which became effective July 1, 2020, changes the way transportation impact assessments are conducted in California Environmental Quality Act (CEQA) documents. Most notably, rulemaking in support of SB 743 replaces motor vehicle delay, as measured by Level of Service (LOS), with Vehicle Miles Traveled (VMT) as the metric for use in CEQA transportation impact assessments.

In January 2019, the Natural Resources Agency and the Governor's Office of Planning and Research (OPR) codified SB 743 into the Public Resources Code (PRC) and the *State CEQA Guidelines*.

OPR published a Technical Advisory (TA) in December of 2018, as a resource to guide the assessment of the VMT metric, establish thresholds of significance, and recommends mitigation measures. The laws and rules governing the CEQA process are contained in the CEQA statute (PRC Section 21000 and following), the *State CEQA Guidelines* (California Code of Regulations, Title 14, Section 15000 and following), published court decisions interpreting CEQA, and locally adopted CEQA procedures. The TA is intended as a reference document; it does not have the weight of law. However, any decision to deviate from the TA recommendations must be supported by substantial evidence.

The State of California is committed to reducing greenhouse gas (GHG) emissions and achieving long-term climate change goals. As a means for achieving statewide sustainability and climate goals, California legislation is focused on reducing VMT to achieve statewide climate goals. Over the last 40 years, across the state, VMT has far exceeded that of the state's population increase during the same period. Transportation is the single largest sector contributing to California's GHG emissions. Approximately 41 percent of statewide GHG emissions are generated by the transportation sector, primarily passenger cars and light-duty trucks. State mandates pertaining to GHG emissions include reducing the number of single-occupancy vehicle

trips and the length of vehicle trips.

LSA has drafted a report which establishes the City of Hanford's (City) VMT thresholds of significance for use in CEQA transportation studies and provides substantial evidence to support those thresholds.

The document addresses:

- **Screening Criteria:** OPR acknowledges that certain projects are either low VMT generators, or, by virtue of their location, would have a less than significant impact. The document provides the screening criteria to identify potentially exempt projects.
- **VMT Threshold Analysis for Development Projects:** The document identifies the VMT thresholds of significance, which would result in a significant CEQA impact.
- **VMT Threshold Analysis for Transportation Projects:** The document describes the methodology used to evaluate significant CEQA impacts associated with transportation projects in the City. Many non-capacity capital projects may be presumed to have a less than significant impact. Capacity-enhancing transportation projects may produce significant VMT impacts and would therefore be subject to a comprehensive VMT analysis including an induced travel assessment.
- **VMT Threshold Analysis for Land Use Plans:** The document provides guidance and substantial evidence to support the City's treatment of land use plans and their related CEQA transportation impact analysis requirements.
- **VMT Mitigation Strategies:** The document provides a reference and guide for use in the identification of feasible VMT mitigation options that may be used to offset project-related VMT impacts. It should be noted that this discussion is not intended to represent a full list of VMT mitigation measures available or feasible to the City. As in previous CEQA practice, it is generally the lead agency who identifies mitigation measures to offset the specific project-related impacts identified in an environmental document.

FISCAL IMPACT:

ATTACHMENTS:

City of Hanford VMT Thresholds and Implementation Guidelines_10-24-2022

VMT THRESHOLDS AND IMPLEMENTATION GUIDELINES



LSA

October 2022

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VMT THRESHOLDS AND IMPLEMENTATION GUIDELINES



Prepared for:

City of Hanford
315-321 North Douty Street
Hanford, California 93230

Prepared by:

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Project No. HNF2201

LSA

October 2022

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EXECUTIVE SUMMARY

Senate Bill (SB) 743, which became effective July 1, 2020, changes the way transportation impacts are determined in California Environmental Quality Act (CEQA) documents. SB 743 replaces the metric for determining transportation impacts using motor vehicle delay and Level of Service (LOS) to Vehicle Miles Traveled (VMT) in CEQA traffic impact studies. As a result of the SB 743 final rulemaking and the implementation deadline of July 1, 2020, the City of Hanford (City) is adopting a set of VMT thresholds to support the shift from a delay-based analysis to VMT. This document provides a detailed discussion on implementing the CEQA VMT metric as applicable to the City of Hanford. Substantial evidence and explanation on establishing the “Region,” VMT screening criteria, and VMT analysis thresholds are also described.

The following topics establish the steps for preparation of VMT analysis. Each topic is discussed in more detail further in this report.

- **Definition of ‘Region’:** Kings County has been established as the region for VMT analysis purposes.
- **Standardized Screening Methods:** Projects within a Transit Priority Area that meet additional requirements, local-serving retail projects up to 50,000 square feet (sf), residential, office, industrial, or mixed-use projects within low-VMT generating areas, projects with 100 percent affordable housing units, and projects that are consistent with the City’s General Plan and generate fewer than 1,000 daily trips may be screened out from the need for a VMT analysis. Additionally, projects that are not consistent with the City’s General Plan but generate fewer than 500 daily trips may also be screened out from a VMT analysis.
- **Appropriate VMT Significance Thresholds for Development Projects, Transportation Projects, and Community/General Plans:** For all projects (except retail), a significance threshold of 87 percent of the existing regional average of the respective VMT metric is recommended. For retail projects, a significance threshold of no net increase in VMT is recommended. For mixed use projects, the VMT thresholds are based on the respective thresholds for the various land use components. For transportation projects, net increase in induced VMT is recommended as the significance threshold. Finally, for land use plans, the existing regional average VMT per capita, VMT per employee, and VMT per service population are recommended as thresholds of significance.
- **Feasible Mitigation Strategies:** A list of VMT mitigation measures applicable to development projects, transportation projects, and plans in the context of the City of Hanford are provided for projects which may not meet the recommended significance thresholds. Additionally, implementation of a future VMT mitigation bank, VMT mitigation exchange, and/or VMT impact fee are discussed as potential future regional VMT mitigation mechanisms.

The City shall use the Kings County Association of Governments (KCAG) Travel Demand Model (TDM) for VMT analysis purposes. The KCAG TDM is the regional travel demand model applicable to jurisdictions within Kings County including the City for evaluating project VMT. The appropriate use of the KCAG TDM for VMT calculations is further elaborated in subsequent chapters of this document.



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ABBREVIATIONS AND ACRONYMS

ADT	Average Daily Trips
CalEEMod	California Emissions Estimator Model
Caltrans	California Department of Transportation
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
City	City of Hanford
County	Kings County
CO ₂ e	Carbon Dioxide Equivalent
EIR	Environmental Impact Report
EO	Executive Order
GHG	Greenhouse Gas
GWP	Global Warming Potential
HOT	High-Occupancy Toll
HOV	High-Occupancy Vehicle
HQTA	High-Quality Transit Area
ITE	Institute of Transportation Engineers
KCAG	Kings County Association of Governments
LOS	Level of Service
MPO	Metropolitan Planning Organization
MT	Metric Ton
OPR	Governor's Office of Planning and Research
PRC	Public Resources Code
RTP	Regional Transportation Plan
SB	Senate Bill
SCS	Sustainable Communities Strategy
sf	Square foot/Feet
SOC	Statement of Overriding Considerations
SOI	Sphere of Influence
TA	Technical Advisory
TDM	Travel Demand Model
TPA	Transit Priority Area
VMT	Vehicle Miles Traveled



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1.0 INTRODUCTION

Senate Bill (SB) 743, which became effective July 1, 2020, changes the way transportation impact assessments are conducted in California Environmental Quality Act (CEQA) documents. Most notably, rulemaking in support of SB 743 replaces motor vehicle delay, as measured by Level of Service (LOS), with Vehicle Miles Traveled (VMT) as the metric for use in CEQA transportation impact assessments.

In January 2019, the Natural Resources Agency and the Governor's Office of Planning and Research (OPR) codified SB 743 into the Public Resources Code (PRC) and the *State CEQA Guidelines*.

OPR published a Technical Advisory (TA) in December of 2018, as a resource to guide the assessment of the VMT metric, establish thresholds of significance, and recommends mitigation measures. The laws and rules governing the CEQA process are contained in the CEQA statute (PRC Section 21000 and following), the *State CEQA Guidelines* (California Code of Regulations, Title 14, Section 15000 and following), published court decisions interpreting CEQA, and locally adopted CEQA procedures. The TA is intended as a reference document; it does not have the weight of law. However, any decision to deviate from the TA recommendations must be supported by substantial evidence.

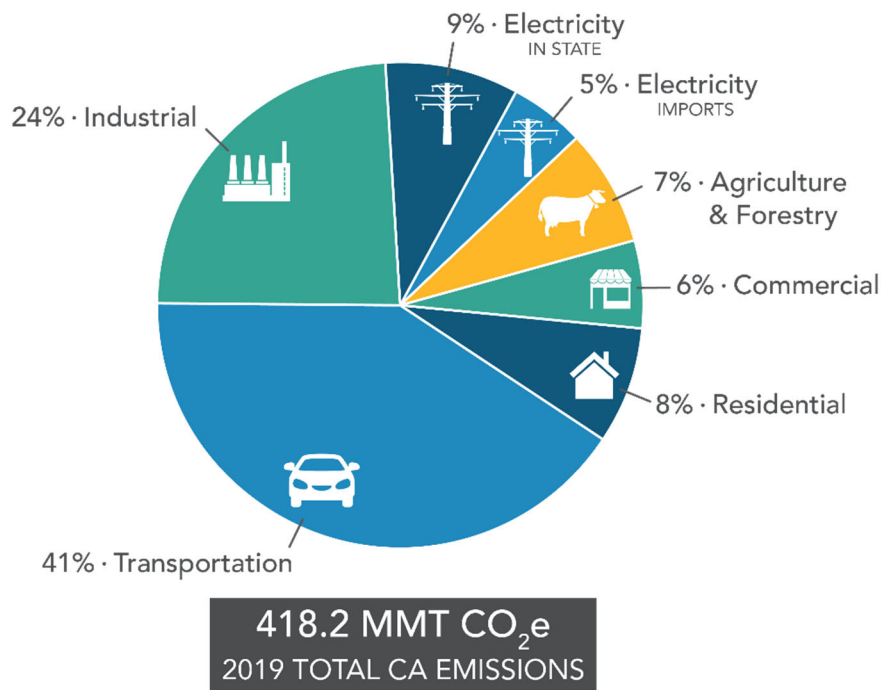
The State of California is committed to reducing greenhouse gas (GHG) emissions and achieving long-term climate change goals. As a means for achieving statewide sustainability and climate goals, California legislation is focused on reducing VMT to achieve statewide climate goals. Over the last 40 years, across the state, VMT has far exceeded that of the state's population increase during the same period. As shown in Figure 1, transportation is the single largest sector contributing to California's GHG emissions. Approximately 41 percent of statewide GHG emissions are generated by the transportation sector, primarily passenger cars and light-duty trucks. State mandates pertaining to GHG emissions include reducing the number of single-occupancy vehicle trips and the length of vehicle trips.

This report establishes the City of Hanford's (City) VMT thresholds of significance for use in CEQA transportation studies and provides substantial evidence to support those thresholds. The report is organized into the following seven chapters:

- **Chapter 1 – Introduction:** This chapter establishes the purpose and objective of this report.
- **Chapter 2 – Definition of Region:** This chapter describes the comparative geographic baseline of a region for analysis purposes.
- **Chapter 3 –Screening Criteria:** OPR acknowledges that certain projects are either low VMT generators, or, by virtue of their location, would have a less than significant impact. This chapter provides the screening criteria to identify potentially exempt projects.
- **Chapter 4 –VMT Threshold Analysis for Development Projects:** This chapter identifies the VMT thresholds of significance, which would result in a significant CEQA impact. The actual VMT metric (either an efficiency rate or total VMT) is described. The process of VMT analysis is also described in this chapter.
- **Chapter 5 – VMT Threshold Analysis for Transportation Projects:** This chapter describes the methodology used to evaluate significant CEQA impacts associated with transportation projects

in the City. Many non-capacity capital projects may be presumed to have a less than significant impact. Capacity-enhancing transportation projects may produce significant VMT impacts and would therefore be subject to a comprehensive VMT analysis including an induced travel assessment.

- **Chapter 6 – VMT Threshold Analysis for Land Use Plans:** This chapter provides guidance and substantial evidence to support the City's treatment of land use plans and their related CEQA transportation impact analysis requirements.
- **Chapter 7 – VMT Mitigation Strategies:** The discussion provided in this chapter is intended as a reference and guide for use in the identification of feasible VMT mitigation options that may be used to offset project-related VMT impacts. It should be noted that this discussion is not intended to represent a full list of VMT mitigation measures available or feasible to the City. As in previous CEQA practice, it is generally the lead agency who identifies mitigation measures to offset the specific project-related impacts identified in an environmental document.



Source: <https://ww2.arb.ca.gov/ghg-inventory-data>

Figure 1: 2019 GHG Emissions in California by Economic Sector



2.0 DEFINITION OF REGION: VEHICLE MILES TRAVELED CONTEXT

To quantify a project's impact related to the VMT metric, a geographic context must be established. In the motor vehicle delay-based (LOS) analyses, a project study area is the geographic context for measuring a project's traffic impacts. A project study area is generally determined by the incremental increase in traffic generated by the project and the project's potential to create travel delays in the area. This generally includes intersections and roadway segments where the project would add a prescribed number of peak-hour trips. Lead agencies typically limit the LOS-based project study area boundaries within their jurisdictions.

Delay-based LOS analyses evaluate intersections or segments of roadways and so they consider portions of trips at specific locations and do not take into consideration the effect of entire trip length (from starting location to ending location). Hence, unlike delay-based LOS analyses, VMT produces a regional impact that is not limited by roadway, intersection, or jurisdictional boundaries. OPR acknowledges this in its TA (page 6), which states:

"Lead agencies should not truncate any VMT analysis because of jurisdictional or other boundaries, for example, by failing to count the portion of a trip that falls outside the jurisdiction or by discounting the VMT from a trip that crosses a jurisdictional boundary."

On a daily basis, majority of trips are generated by the residents of the community or by residential land uses. Commute and school trips are typically considered mandatory trips for the residents. Also, based on 2010 – 2012 California Household Travel Surveys (CHTS), commute trips are the longest among trips by residents. Additionally based on CHTS, the majority of trips are commute and shopping trips occurring between residential, office, and retail uses. Therefore, pursuant to the OPR TA, the recommendations for VMT thresholds for the three primary land use types (residential, office, and retail) are based on a comparison to a *regional average*. OPR does not explicitly define the regional average, and instead, recommends:

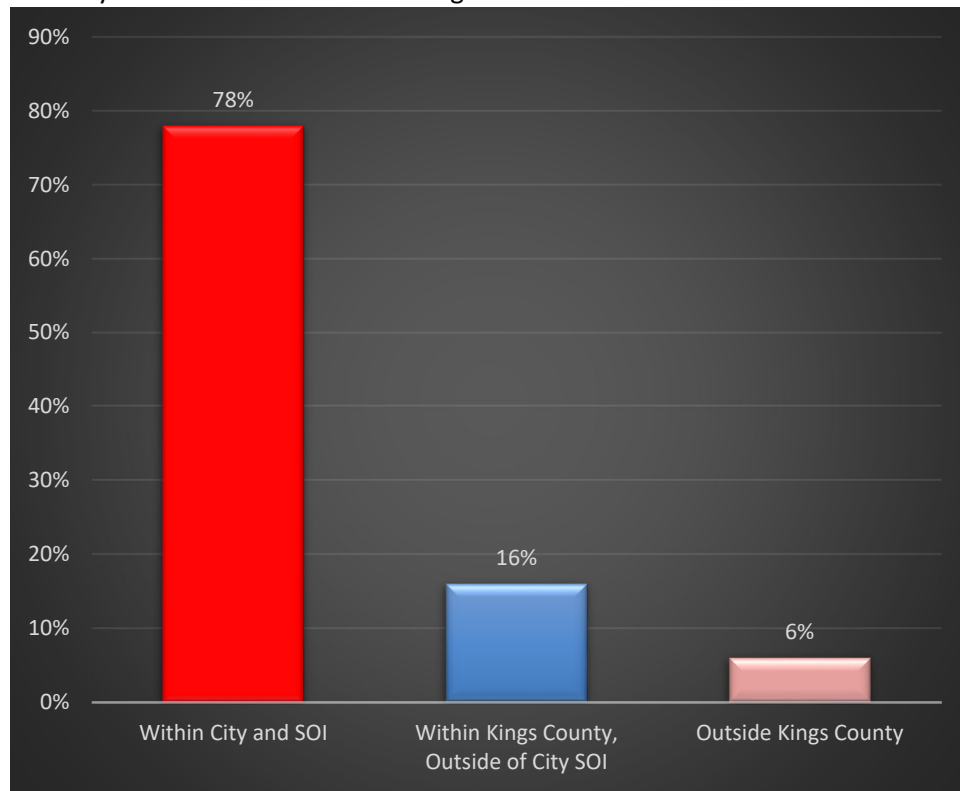
1. *In cases where the region is substantially larger than the geography over which most workers would be expected to live, it might be appropriate to refer to a smaller geography, such as the county, that includes the area over which nearly all workers would be expected to live. (page 16)*
2. *For residential projects in unincorporated county areas, the local agency can compare a residential project's VMT to (1) the region's VMT per capita, or (2) the aggregate population weighted VMT per capita of all cities in the region. (page 15)*

LSA surveyed other large urbanized areas around the state to identify what region has been established for VMT thresholds. In most cases, the county boundary has been identified as the region selected for VMT analysis. Mobility can be studied using a trip-based approach or a tour-based approach. The OPR TA states that "where available, tour-based assessment is ideal because it captures travel behavior more comprehensively. But where tour-based tools or data are not available for all components of an analysis, a trip-based assessment of VMT serves as a reasonable proxy." A regional travel demand model,

whether tour-based or trip-based, is one of the best available tools to estimate VMT. Given the current regional travel demand model is a trip-based model and as described before, project VMT evaluation should be conducted using a relative comparison (project VMT metrics to the regional VMT metrics), the trip-based model serves as an appropriate tool for VMT evaluation.

Since the Kings County Association of Governments' (KCAG's) Travel Demand Model (TDM) is a trip-based model, a trip-based approach has been followed. LSA used the KCAG TDM to examine the trips into and out of Hanford. As such, consistent with the OPR TA, only trips having origins or destinations or both within the City were considered. External pass-through trips were not considered.

As illustrated in Figure 2, out of the total trips, about 78 percent trips are contained within the City and its sphere of influence (SOI). Another 16 percent of trips originate or are destined within other jurisdictions in Kings County (County). The remaining 6 percent trips either originate or are destined outside Kings County. Because the majority of the trips (94 percent) are contained within Kings County, the County will be used to define the region.



Source: KCAG TDM (2015 Scenario)

Figure 2: Percentage of Total Trips Having Origins/Destinations within the City of Hanford and Terminating within the City of Hanford, within Kings County, or outside the County

The OPR guidance recommends consistency in approach; once a region is established, that region should be used for all subsequent traffic analyses.



It should be recognized the use of the County as the region defines the comparative, or the denominator, in the identification of project-related impact. The numerator is the project's VMT contribution. This project-related VMT profile may go beyond the County boundary and not be truncated by a jurisdictional boundary. For example, if a large employment generating development is proposed near the City's northern boundary, it may generate VMT from as far away as Fresno or other communities in the San Joaquin Valley. In that case, it would be the responsibility of the applicant and traffic study preparer to include the project VMT regardless of geographical limit to the satisfaction of City staff. This project-related VMT profile would be compared against the Kings County regional average.



3.0 SCREENING CRITERIA

The TA acknowledges that certain activities and projects may result in a reduction of VMT and GHG emissions and may therefore be assumed to produce a less than significant transportation impact. Due to a presumption of less than significant impact by meeting the following described criteria, a variety of projects may be screened out of SB 743-related VMT analysis requirements.

3.1 DEVELOPMENT PROJECTS

For development projects, screening factors may include a project's size, location, proximity to transit, and trip-making potential. One or more of the following project attributes may be presumed to produce a less than significant VMT impact:

- The project is within 0.5 mile (mi) of a transit priority area or a high-quality transit area and is consistent with the Regional Transportation Plan (RTP)/ Sustainable Communities Strategy (SCS), has a floor area ratio (FAR) equal or greater than 0.75, does not more parking than what is required by the City's Municipal Code, or does not reduce the number of affordable residential units. In accordance with SB 743, "transit priority areas" are defined as "an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program. A "major transit stop" means: "a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service of 15 minutes or less during the morning and afternoon peak commute periods." A high-quality transit area or corridor is a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. (See Pub. Resources Code, § 21099, subds. (a)(7), (b)(1).)

Figure 3 depicts transit priority areas within Hanford, including high-quality transit areas (within 0.5 mile of a major transit stop) served by the Kings Area Regional Transit with service intervals of 15 minutes or less. Projects proposed in these areas may be presumed to have a less-than-significant transportation impact unless the project is inconsistent with the RTP/SCS, has an FAR less than 0.75, provides an excessive amount of parking, or reduces the number of affordable residential units identified in the City's housing element for the proposed development.

- The project includes local-serving retail with a combined area of less than 55,000 square feet (sf). Whether a retail project is local-serving or not will be determined at the discretion of the City. As included in Appendix A, a list of recently completed local serving retail projects (as identified by the City) demonstrate that retail projects up to 55,000 sf could be considered as local serving. Additionally as shown in Table B, retail projects up to 125,000 sf would not have a significant GHG impact. As explained in section 3.1.1, projects not having a significant GHG impact would not also have significant VMT impact. However, based on substantial evidence for justifying local serving retail, as included in Appendix A, the City establishes retail projects less than 55,000 sf to be screened out.
- Redevelopment projects that result in an equal or net reduction in VMT can be considered to have less than significant VMT impact. A net reduction in VMT would occur if the land use proposed by the project would generate less VMT than the existing land use.





- The project includes 100 percent affordable housing units. Affordable housing units consists of low-income households and research has shown that low-income households produce lower VMT compared to a market-rate housing unit¹.
- A project consistent with the City's General Plan can be successfully screened if the project would generate fewer than 1,000 average daily trips (ADT), while a project not consistent with the City's General Plan can be screened if the project would generate fewer than 500 ADT. (See section 3.1.1 below.). Consistency with the General Plan is required because the GHG and therefore VMT reduction targets for MPOs were established by CARB and are included in the RTPs. The RTP utilizes the latest version of City's General Plan for analyzing GHG emissions.

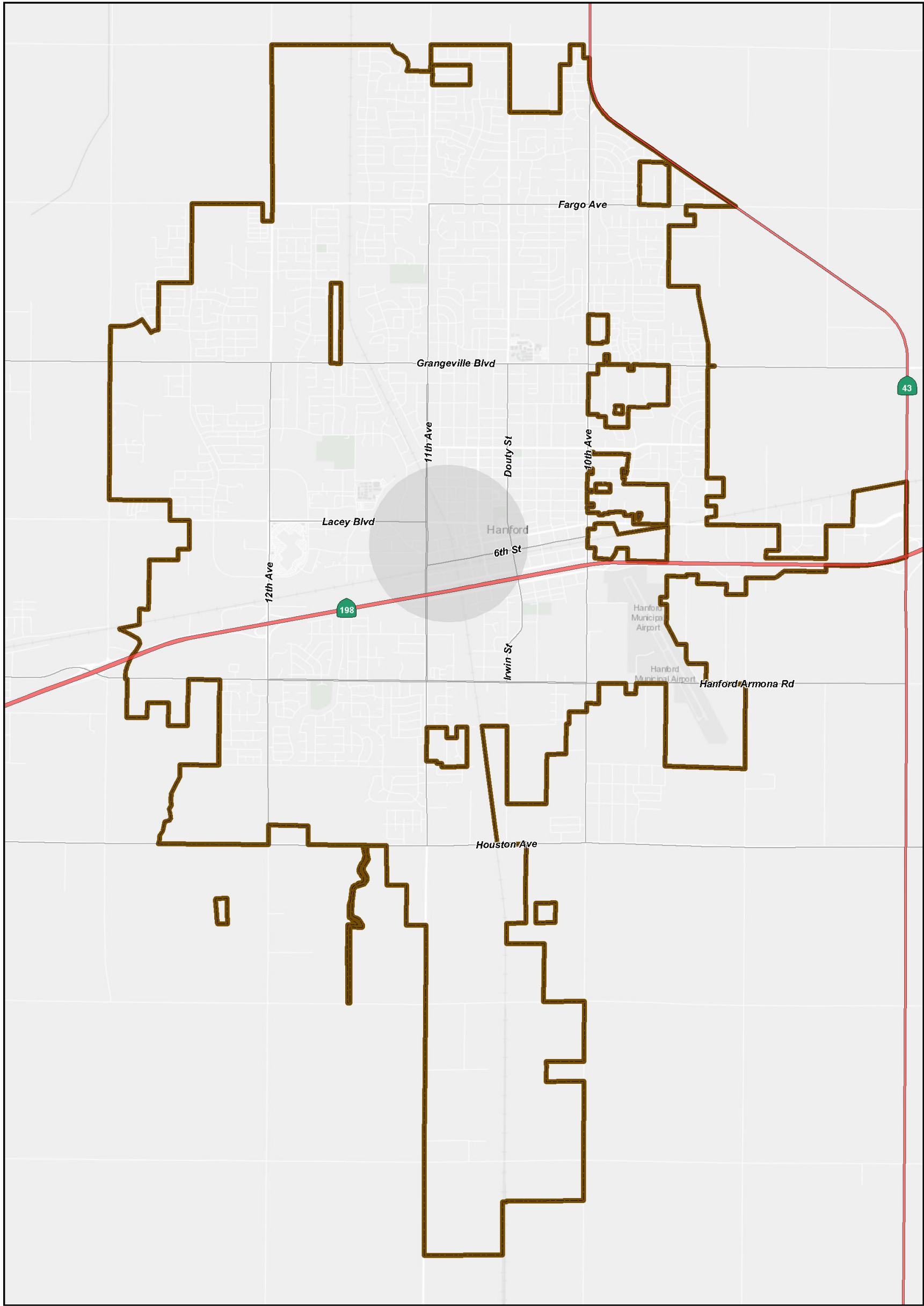
¹ "Income, Location, Efficiency, and VMT: Affordable Housing as a Climate Strategy" by Gregory L. Newmark Ph.D and Peter M. Hass Ph.D, Center for Neighborhood Technology.



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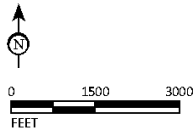


Figure 3: High-Quality Transit Area within City of Hanford



LSA

- Legend
-  City Boundary
 -  Half Mile Buffer



SOURCE: Kings Area Regional Transit (KART)
C:\Temp\HNF2201\GIS\maps\1_VMTMap2015_08-04-2022\hqta.mxd (10/24/2022)

City of Hanford SB 743 Implementation Regional Guidelines
City of Hanford - High Quality Transit Area

Attachment: City of Hanford VMT Thresholds and Implementation Guidelines_10-24-2022 (Study Session - VMT Guidelines)

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- Institutional/government and public service uses that support community health, safety and welfare may also be screened from subsequent CEQA VMT analysis. These facilities (e.g., police stations, fire stations, government offices, utilities, public libraries, community centers, and refuse stations) would be a part of the community and, as public services, the VMT would be accounted for within the community. A decision whether a particular project can be categorized as a public service facility will be determined at the discretion of the City. Similarly, any other similar use not included in the list can be approved on a case-by-case basis by the City as applicable. As such, these uses would result in reduction in total VMT due to the proximity of these services within the community. Additionally, many of these facilities would generate fewer than 1,000 ADT and/or use vehicles other than passenger-cars or light-duty trucks. These other vehicle fleets are subject to regulation outside of CEQA, such as the California Air Resources Board (CARB) and San Joaquin Valley Air Pollution Control District.
- Local parks, daycare centers, student housing projects on or adjacent to a college campus, local-serving gas stations, banks, and K–12 public schools.
- Projects located in areas with low VMT may be screened out from further CEQA analysis. The TA acknowledges that residential and office projects located in areas having a low VMT, (which incorporate features such as density, mix of uses, transit accessibility), tend to exhibit similarly low VMT. Also, areas that are mapped as low VMT areas do not need to prepare any additional VMT analysis. Therefore, residential, office, industrial, or mixed-use projects that are consistent with the City's General Plan and located within low VMT areas (using the City of Hanford VMT Screening Tool² and applying appropriate thresholds) can be presumed to have similar low VMT profiles and could be screened out from the need for further VMT analysis. It should be noted that if a project constitutes a General Plan Amendment or Zone Change, such projects will be evaluated on a case-by-case basis. Figures 4, 5, and 6 illustrate the VMT per capita, VMT per employee, and VMT per service population screening maps for the City.
- The 2022 *State CEQA Guidelines* Section 15007 (c) states that “if a document meets the content requirements in effect when the document is sent out for public review, the document shall not need to be revised to conform to any new content requirements in Guideline amendments taking effect before the document is finally approved.” Therefore, if a development/land use plan/transportation project is already cleared by a certified Environmental Impact Report (EIR) or an adopted Negative Declaration/Mitigated Negative Declaration, then subsequent projects that are consistent with the approved project will not require a new VMT analysis.

3.1.1 Average Daily Trips (ADT) Threshold

Under Section 15301(e)(2) of the *CEQA Guidelines*, existing facilities, including additions to existing structures of up to 10,000 sf are exempt from CEQA review if the project is located in an area where public infrastructure is available to allow for maximum planned development and the project is not located in an environmentally sensitive area.

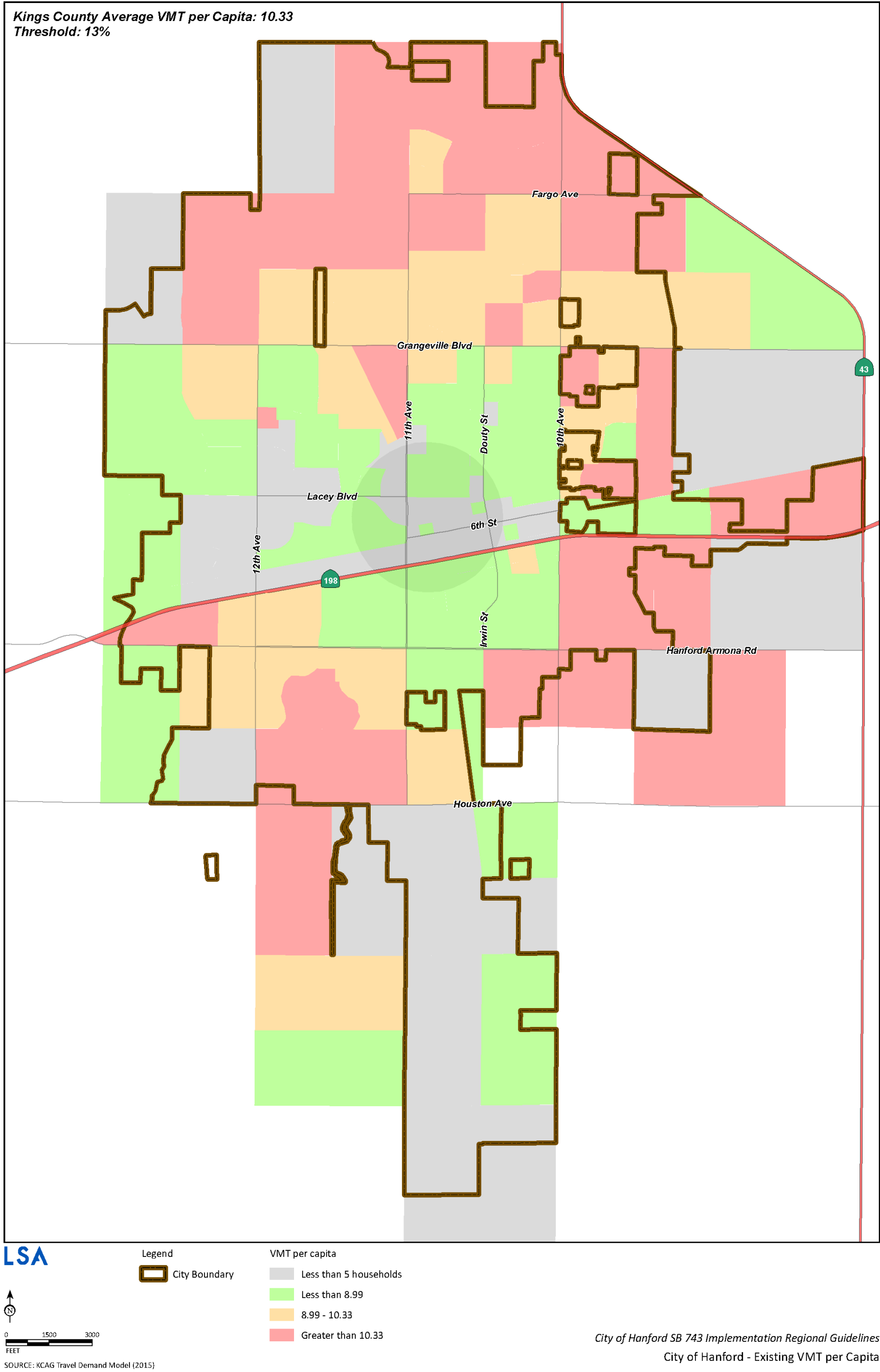
² City of Hanford VMT Screening Tool: [Link Forthcoming](#)



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Figure 4: VMT per Capita Screening Map for City of Hanford

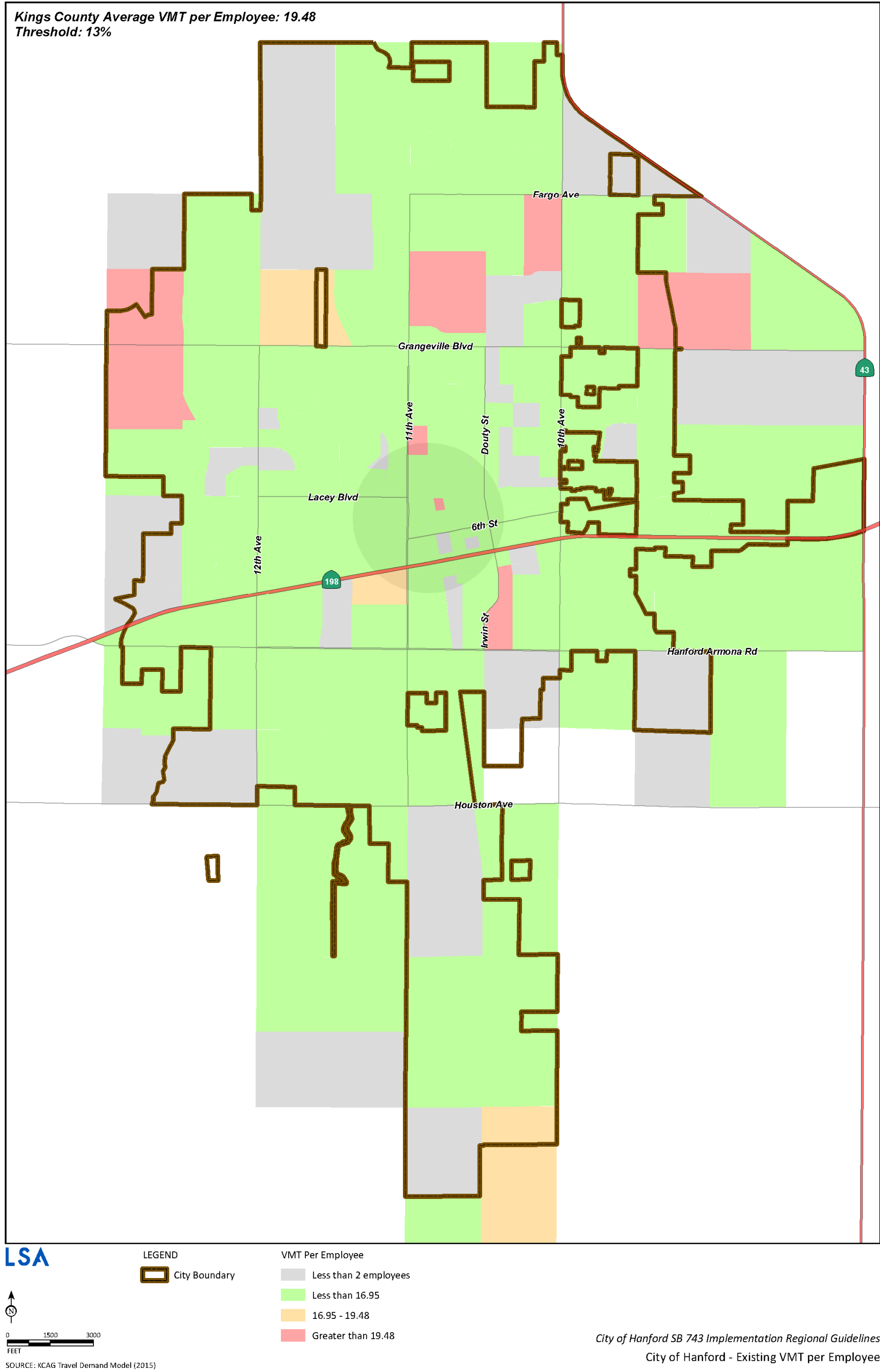


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Figure 5: VMT per Employee Screening Map for City of Hanford

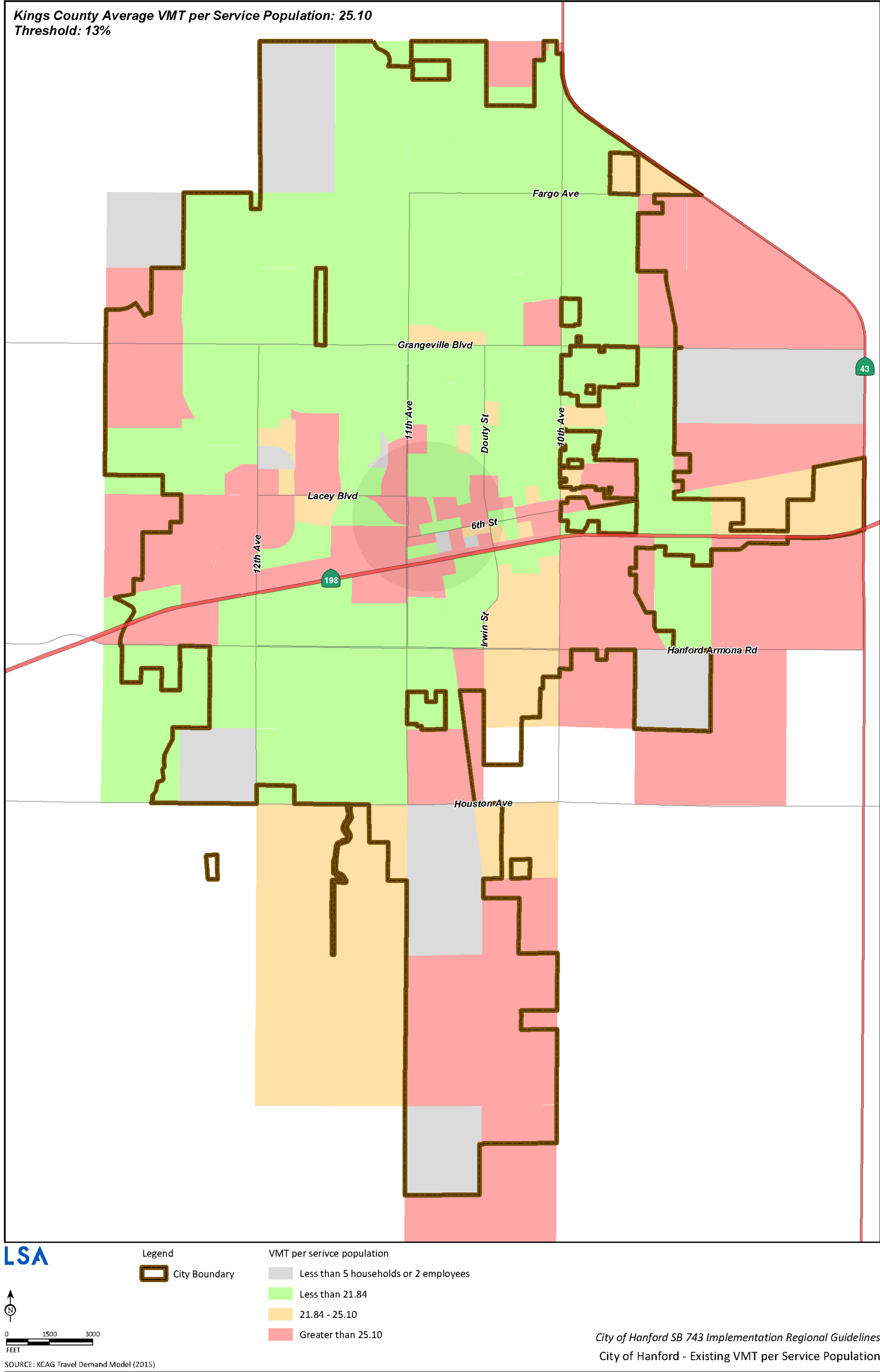


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Figure 6: VMT per Service Population Screening Map for City of Hanford



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The City's trip screening threshold is based on reduction of GHG emissions as further described below.

The California Emissions Estimator Model (CalEEMod) is a tool provided by CARB and is accepted as the statewide standard to evaluate air quality and GHG emission impacts for CEQA assessment. As such, CalEEMod was used to characterize the effect of changes in project-related ADT to the resulting GHG emissions. To account for geographical relevance to project location, LSA calculated trip lengths from the KCAG TDM as applicable for the City. The trip lengths were calculated for various trip purposes. Table A shows the resulting annual VMT and GHG emissions produced by incremental ADT for single-family residential projects.

Table A: Representative VMT and GHG Emissions from CalEEMod

Average Daily Trips (ADT)	Annual Vehicle Miles Traveled (VMT)	Vehicular GHG Emissions (Metric Tons of CO ₂ e per year)	Total Project GHG Emissions (Metric Tons of CO ₂ e per year)
200	522,631	210.81	267.51
300	796,390	321.23	407.74
400	1,045,262	421.61	535.02
500	1,319,021	532.04	675.25
600	1,592,780	642.46	815.30
750	1,966,088	793.04	1,006.40
1,000	2,638,042	1,064.07	1,350.32
1,500	3,957,063	1,596.11	2,025.57

Source: CalEEMod version 2020.4.0.

CalEEMod = California Emissions Estimator Model; GHG = Greenhouse Gas; CO₂e = carbon dioxide equivalent

GHG emissions threshold under CEQA can vary between 3,000 metric tons (MT) of carbon dioxide equivalent³ (CO₂e) per year (as recommended by South Coast Air Quality Management District (SCAQMD)) and 1,100 MT CO₂e (as recommended by Sacramento Metropolitan Air Quality Management District). For purposes of this analysis, the threshold of 3,000 MT CO₂e has been utilized. As shown in Table A, a project with an ADT lower than 1,500 would generally be expected to have a total project emission of less than 3,000 MT CO₂e/year. LSA conducted this exercise for several other land uses to identify appropriate GHG screening thresholds. Table B shows the potential maximum GHG screening thresholds (up to 3,000 MT) for these land uses.

³ CO₂e is a concept developed to provide one metric that includes the effects of numerous GHGs. The global warming potential (GWP) of each GHG characterizes the ability of each GHG to trap heat in the atmosphere relative to another GHG. The GWPs of all GHGs are combined to derive the CO₂e.

Table B: CO₂e Emission Rates by Land Use Type

Land Use	DU or TSF	Total MTCO ₂ e per year	Annual MTCO ₂ e per DU or TSF
Single Family Residential	235 DU	2,993.68	12.74
Low-Rise Multifamily Residential	345 DU	2,991.93	8.67
Mid-Rise Multifamily Residential	482 DU	2,994.53	6.21
Office	531 TSF	2,994.52	5.64
Warehouse	893 TSF	2,999.26	3.36
Light Industrial	631 TSF	2,999.06	4.75
Hotel	569 Rooms	2,997.38	5.27
Medical Office	182 TSF	2,988.12	16.42
Hospital	265 Beds	2,994.77	11.30
Shopping Plaza	125 TSF	2,993.57	23.95
Strip Retail Plaza	223 TSF	2,994.17	13.43

Source: California Emissions Estimator Model (CalEEMod) version 2020.4.0.

DU = Dwelling Units; TSF = Thousand Square Feet; CO₂e = carbon dioxide equivalent

The 3,000 MTCO₂e per year threshold developed by the SCAQMD is based on a 90 percent emission “capture” rate methodology. The 90 percent emissions capture approach was one of the options suggested by the California Air Pollution Control Officers Association (CAPCOA) in their CEQA & Climate Change white paper from 2008. A 90 percent emission capture rate means that unmitigated GHG emissions from the top 90 percent of all GHG-producing projects within a geographic area – the Air Basin in this instance – would be subject to a detailed analysis of potential environmental impacts from GHG emissions, while the bottom 10 percent of all GHG-producing projects would be excluded from detailed analysis. A GHG significance threshold based on a 90 percent emission capture rate is appropriate to address the long-term adverse impacts associated with global climate change because medium and large projects will be required to implement measures to reduce GHG emissions, while small projects, which are generally infill development projects that are not the focus of the State’s GHG reduction targets, are allowed to proceed. Further, a 90 percent emission capture rate sets the emission threshold low enough to capture a substantial proportion of future development projects and demonstrate that cumulative emissions reductions are being achieved while setting the emission threshold high enough to exclude small projects that will, in aggregate, contribute approximate 1 percent of projected statewide GHG emissions in the Year 2050. SCAQMD’s selection of the threshold at 3,000 MTCO₂e per year was based on OPR’s database of projects containing 798 projects and information about their GHG emissions. 87 very large projects were eliminated from calculation because they would skew emissions values too high, leaving 711 as the sample population to use in determining the 90th percentile capture rate. The 711 projects analyzed by SCAQMD consisted of commercial, residential, and mixed-use projects and included warehouses and other light industrial land uses but did not include industrial processes (i.e., oil refineries, heavy manufacturing, electric generating stations, mining operations). SCAQMD calculated emissions from each project to provide a consistent method of emissions calculations across the sample population and from projects within the sample population. In calculating the emissions, the SCAQMD determined that the 90th percentile ranged between 2,983 to 3,143 MTCO₂e per year. The SCAQMD set the significance threshold at 3,000 MTCO₂e per year to exclude small projects that are considered less than significant and do not need to provide further analysis. Substantial evidence supporting this emission level is provided in the 2008 document, Draft





Guidance Document – Interim CEQA Greenhouse Gas Significance Threshold and the documentation from subsequent working group meetings.

The GHG analysis above concludes that projects with up to 1,500 ADT may be screened out from VMT analysis. As a conservative approach, the City of Hanford *VMT Thresholds and Implementation Guidelines* document adopts a daily trip threshold of 1,000 ADT be applied to projects that are consistent with the City's General Plan. However, for projects that are not consistent with the City's General Plan, a screening threshold of 500 ADT will be applied. Historically, the City required traffic studies (LOS analysis) for projects that generate 50 or more peak hour trips. Since 1 peak hour trip equates to approximately 10 ADT, 50 peak hour trips would equate to approximately 500 ADT. It is prudent to take a conservative approach, and important to be consistent with previous methodologies and past precedence. Therefore, 500 ADT has been determined as the screening criteria for development projects that are not consistent with City's General Plan and takes precedence from previous transportation analysis procedures within the City. A sample list of size of projects generating fewer than 1,000 and 500 daily vehicle trips that are eligible for exemption from a VMT analysis are included in Table C.

Table C: VMT Screening Thresholds for Sample Land Uses

Land Use	Size of Projects (Requiring a GPA)	Size of Projects (Not Requiring a GPA)
Single-Family Residential ¹	53 DU	106 DU
Low-Rise Multifamily Residential ²	74 DU	148 DU
Mid-Rise Multifamily Residential ³	110 DU	220 DU
Office	46.125 TSF	92.250 TSF
Warehouse	292.397 TSF	584.795 TSF
Light Industrial	102.669 TSF	205.338 TSF
Hotel	62 Rooms	125 Rooms
Medical Office ⁴	13.888 TSF	27.777 TSF
Hospital	22 Beds	44 Beds

Notes: DU = Dwelling Units; TSF = Thousand Square Feet

Project sizes have been determined based on trip generation rates obtained from the ITE *Trip Generation Manual* (11th Edition).

¹ The project sizes have been provided for single-family detached residential only.

² The project sizes have been provided for low-rise multifamily residential (not close to rail transit) only.

³ The project sizes have been provided for mid-rise multifamily residential (not close to rail transit) only.

⁴ The project sizes have been provided for stand-alone medical office buildings only.

3.2 TRANSPORTATION PROJECTS

Transportation projects refer to capital improvement projects that relate to roadway widening, roadway infrastructure improvements, active transportation projects or operational improvements. The primary attribute to consider with transportation projects is the potential to increase vehicle



travel demand, also referred to as ‘induced travel.’ While the City has discretion to continue to use a delay-based LOS analysis for CEQA disclosure of transportation projects, changes in vehicle travel must be quantified. To comply with SB 743, the City will use VMT analysis, and will also require a LOS analysis for design, traffic operations, and safety purposes to comply with the City’s General Plan Circulation Element. The TA identifies the types of transportation improvement projects that would not likely lead to a substantial or measurable increase in vehicle travel and which would, therefore, not require further VMT analysis. Most of the following listed projects, except new local/collector streets and addition of toll lanes, either increase the efficiency of the existing street network or discourage vehicular travel. Hence by nature of the listed projects, they do not contribute to any additional VMT and therefore can be screened out from additional VMT analysis. These projects are included under California Department of Transportation (Caltrans) Transportation Analysis under CEQA and include the following:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) that do not add additional motor vehicle capacity.
- Roadside safety devices or hardware installation such median barriers and guardrails.
- Roadway shoulder enhancements to provide “breakdown space,” dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes.
- Addition of an auxiliary lane of less than 1 mile in length designed to improve roadway safety.
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left-turn, right-turn, and U-turn pockets, two-way left-turn lanes, or emergency breakdown lanes that are not utilized as through lanes.
- Addition of roadway capacity on local or collector streets, provided the project also improves conditions for pedestrians, cyclists, and, if applicable, transit.
- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel.
- Addition of a new lane that is permanently restricted for use only by transit vehicles.
- Reduction in the number of through lanes.
- Grade separation to separate vehicles from rail, transit, pedestrians, or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., high-occupancy vehicles [HOV], high-occupancy toll [HOT] lane traffic, or trucks) from general vehicles.
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority features.
- Installation of traffic metering systems, detection systems, cameras, changeable message signs, and other electronics designed to optimize vehicle, bicycle, or pedestrian flow.
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow.





- Installation of roundabouts or traffic circles.
- Installation or reconfiguration of traffic calming devices.
- Adoption of or increase in tolls.
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase.
- Initiation of a new transit service.
- Conversion of streets from one-way to two-way operation with no net increase in the number of traffic lanes.
- Removal or relocation of off-street or on-street parking spaces.
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs).
- Addition of traffic wayfinding signage.
- Rehabilitation and maintenance projects that do not add motor vehicle capacity.
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way.
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel.
- Installation of publicly available alternative fuel/charging infrastructure.
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor.

Additionally, transit and active transportation projects reduce VMT and, therefore, may be presumed to cause a less than significant impact on transportation. This presumption may apply to all passenger rail projects, bus and bus rapid-transit projects, and bicycle and pedestrian infrastructure projects. The City may use this CEQA presumption of less than significant impact to aid in the prioritization of capital improvement projects, as the CEQA process for any of these project types would be more streamlined than other capacity-enhancing projects.

4.0 VMT THRESHOLD ANALYSIS FOR DEVELOPMENT PROJECTS

4.1 THRESHOLDS

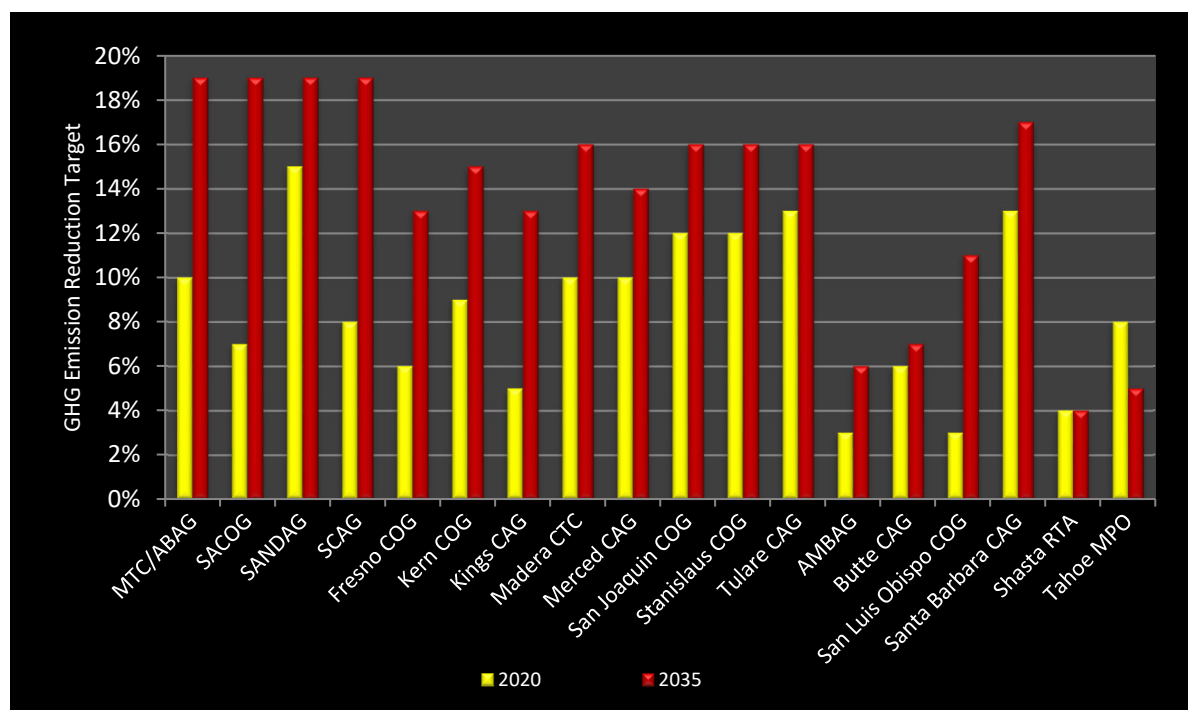
The TA states that SB 743 and all CEQA VMT transportation analyses refer to automobiles. Here, the term automobile refers to on-road passenger vehicles, specifically cars and light duty trucks (page. 4). Heavy-duty trucks can be addressed in other CEQA sections (air quality, greenhouse gas, noise, and health risk assessment analysis) and are subject to regulation in a separate collection of rules under CARB jurisdiction. This approach was amplified by Chris Ganson, Senior Advisor for Transportation at OPR, in a presentation to the Fresno Council of Governments (October 23, 2019) and by Ellen Greenberg, the California Department of Transportation (Caltrans) Deputy Director for Sustainability, at the San Joaquin Valley Regional Planning Agencies' Directors' Committee meeting (January 9, 2020).

Trips in a travel demand model are categorized by trip purpose. Each trip has a starting and ending location. If either end of the trip (starting or ending locations) is the trip producer's home, the trip is identified as a home-based trip. The OPR has identified the subject of the thresholds as the primary trips in the home-based typology: specifically, home-based work trips. This includes residential uses, office uses, and retail uses. The home-based work trip type is the primary trip type during the peak hours of commuter traffic in the morning and evening periods.

The impact of transportation has shifted from congestion to climate change, and the purpose of the CEQA analysis is to disclose and ultimately reduce GHG emissions by reducing the number and length of automobile trips. As part of the SB 375 land use/transportation integration process and the GHG goal setting, the State and Regional Transportation Planning Agencies (RTPA) have agreed to reduce GHG through integrated land use and transportation planning by a statewide average of approximately 15 percent by 2035. Figure 7 illustrates the SB 375 regional GHG emission reduction targets for all 18 Metropolitan Planning Organizations (MPOs) in California that were established by the CARB in 2018. Furthermore, in its 2017 Scoping Plan-Identified VMT Reductions and Relationship to State Climate Goals, the CARB recommends total VMT per capita rates approximately 15 percent below existing conditions.

The TA therefore recommends:

- *A proposed (residential) project exceeding a level of 15 percent below existing regional average VMT per capita may indicate a significant transportation impact.*
- *A similar threshold would apply to office projects (15 percent below existing regional average VMT per employee).*
- *VMT generated by retail projects would indicate a significant impact for any net increase in total VMT.*



Source: <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plan-targets>

Figure 7: SB 375 Regional Plan Climate Targets for the 18 California MPOs

CARB establishes GHG targets for each of the 18 MPOs in the State, reviews the SCSs, and makes a determination of whether the SCSs would achieve GHG reduction targets if implemented. In the spring of 2018, CARB adopted new GHG targets for all the 18 MPOs in the State based on the 2017 Scoping Plan and other new data as illustrated in Figure 7. CARB established a 13 percent GHG reduction target for 2035 for Kings County. The State recognizes that Kings County's contribution to the aggregate 15 percent statewide GHG emission reduction is 13 percent. Other regions may achieve lower reductions to achieve the aggregate statewide goal.¹ As such, reduction in GHG directly corresponds to reduction in VMT (VMT is the biggest contributor of GHG emissions as shown in Figure 1). In order to reach the statewide GHG reduction goal of 15 percent, the region (KCAG) must reduce GHG by 13 percent. The method of reducing GHG by 13 percent is to reduce VMT by 13 percent as well.

Therefore, the City has established a threshold for land use developments, specifically residential and office, of 87 percent of the existing regional average as indicative of a significant transportation impact. For retail projects, increase in total regional roadway VMT with the implementation of the project would indicate a significant transportation impact. In general, addition of new retail redirects majority of trips from existing retail locations located further away. Given the potential redistribution of majority of trips rather than addition of trips, a comparison of total regional roadway VMT is appropriate to determine whether the retail project would benefit in overall reduction of regional VMT. Therefore, a net reduction in total VMT would be the appropriate metric to determine VMT

¹ The latest GHG targets by region can be found at <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plan-targets>.



impacts for such projects. Total roadway VMT needs to be calculated using the final roadway assignment outputs from the KCAG TDM.

Other distinct land uses are not identified for threshold development in the OPR TA. For other non-residential projects, a significance threshold of 87 percent of existing regional average VMT per employee has been established. The only exceptions would be hotels, hospitals, medical offices, and related projects. These land uses are service oriented facilities which includes both visitors and employees. Therefore, for such projects, VMT per service population (population/users + employment) has been established as the VMT metric. Any other similar use could be evaluated using the same metric subject to approval of the methodology by the City on a case-by-case basis. As such, a significance threshold of 87 percent of the existing regional average VMT per service population is recommended for these projects.

Evaluation of mixed-use projects should be for each land use component of the project using the most appropriate VMT metric. Credit for internal trip capture should be made. Internal trip capture may be calculated using the latest edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, the KCAG TDM, or other applicable sources approved by the City. The appropriate methodology for calculating a project's internal capture would be determined in consultation with the City's Traffic Engineer. The significance threshold for these projects would be the respective VMT thresholds for its different land use components.

4.2 IMPACT ASSESSMENT

Figure 8 illustrates the VMT screening methodology for development entitlement projects. Additionally, Figures 9-A through 9-C illustrate the VMT analysis methodology for non-screened projects. Every development application is unique and may create alternative or modified steps through the process described in the aforementioned figures. Each step that diverges from this standard process should be accompanied with substantial evidence demonstrating compliance with other climate change and GHG emission reduction laws and regulations.

4.2.1 Agency Communication

As part of the site plan review process, the applicant should provide a detailed project description, including potential number of residents added or created by the project, and the applicable VMT analysis methodology. Key elements include a description of the project in sufficient detail to generate trips and the potential catchment area (i.e., trip lengths if no modeling is undertaken), estimated project VMT, project design features that may reduce the VMT from the project development, and the project location and associated existing regional VMT percentages. Further, the applicant or their consultant shall prepare a transportation analysis scope of work for review and approval by the City.



PROJECT SCREENING CRITERIA

- Transit Priority Area/High Quality Transit Corridor (within 0.5 miles of a transit stop, consistent with RTP/SCS, FAR>0.75, limited parking, does not reduce the number of affordable housing units)
- Local-serving Retail <50,000 SF
- Low Trip Generator (<1,000 ADT for projects consistent with the General Plan and <500 ADT for projects inconsistent with the General Plan)
- 100 Percent Affordable Housing Units
- Institutional/Government and Public Service Uses
- Projects located in low VMT zones

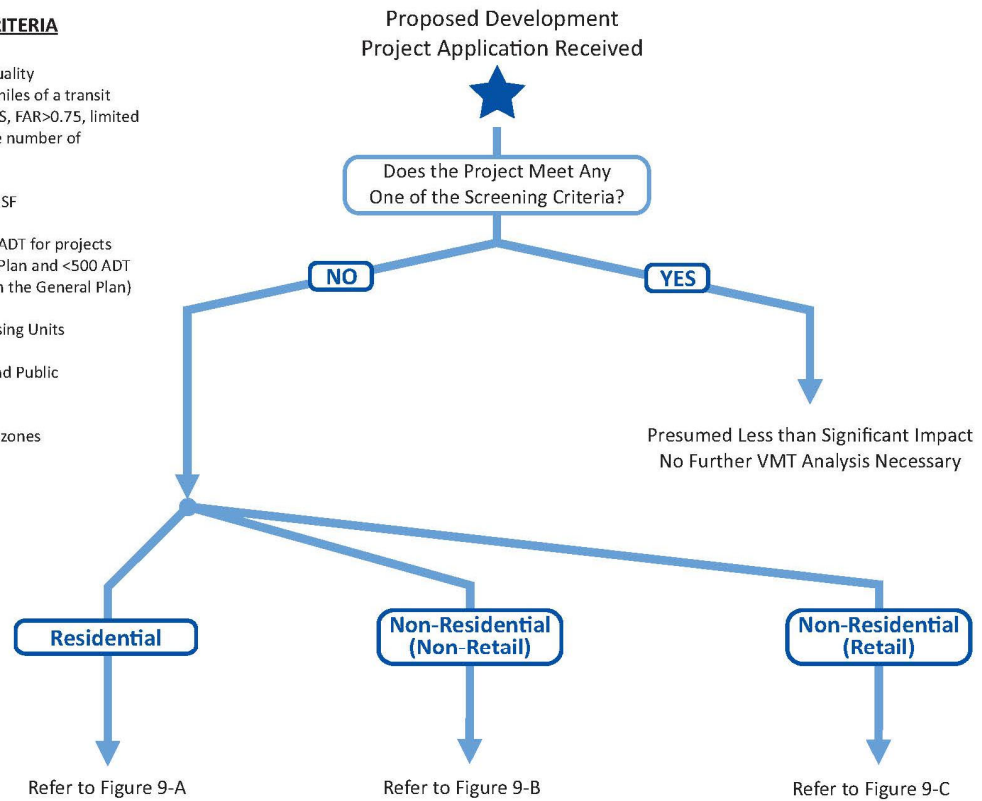


Figure 8: VMT Screening Methodology for Development Projects

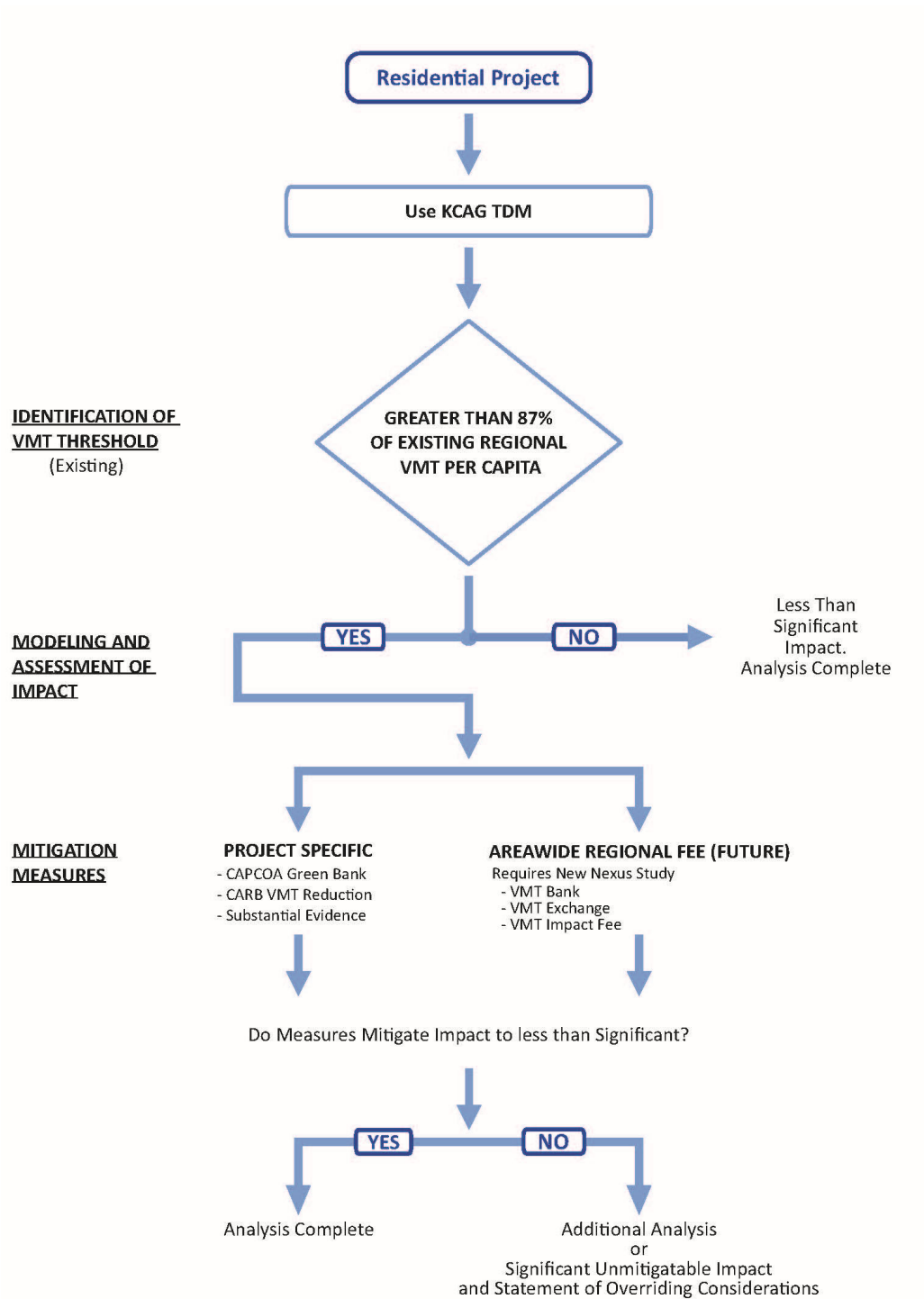


Figure 9-A: VMT Analysis Methodology for Non-Screened Residential Projects

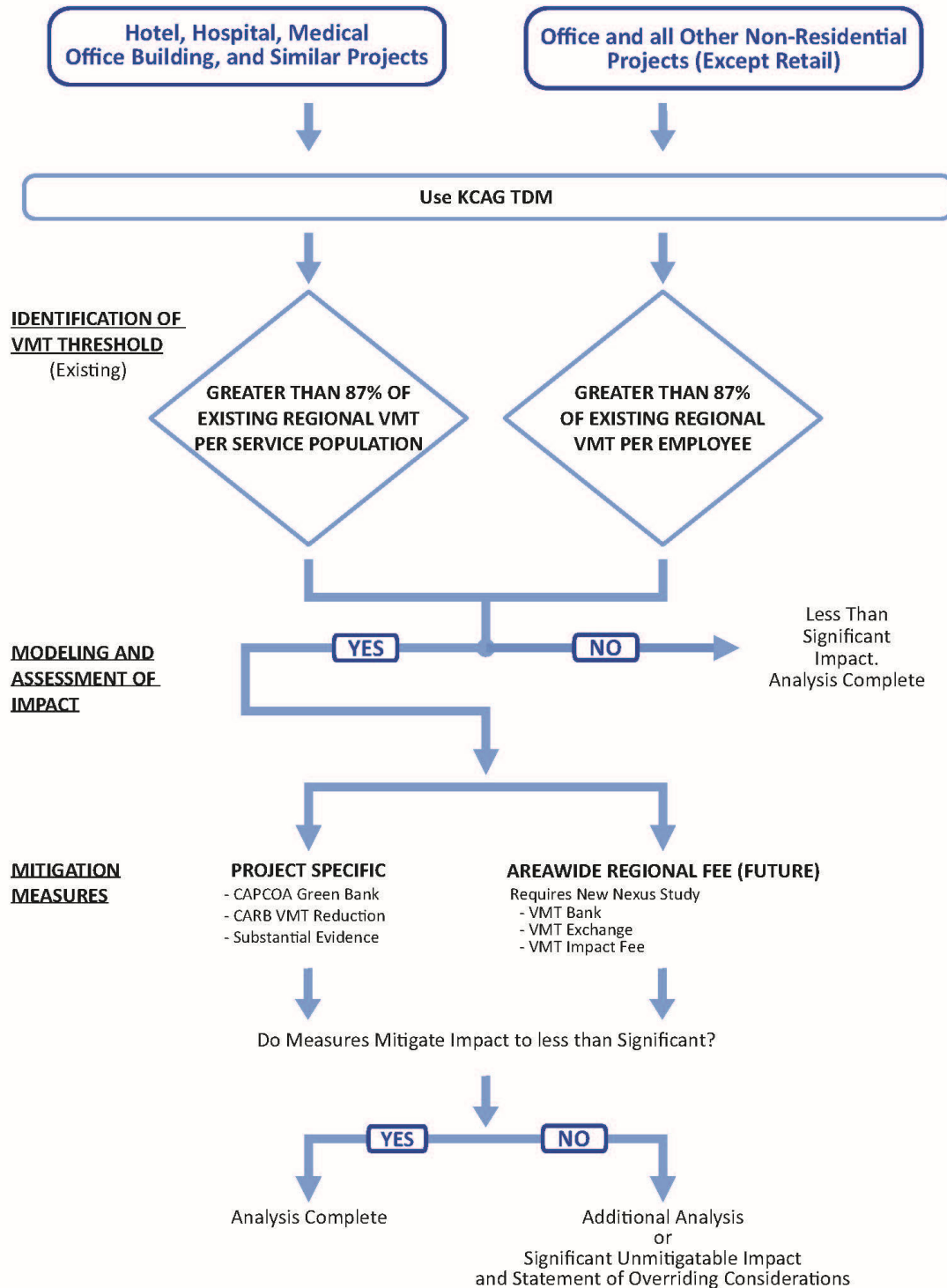


Figure 9-B: VMT Analysis Methodology for Non-Screened Non-Residential (Non-Retail) Projects

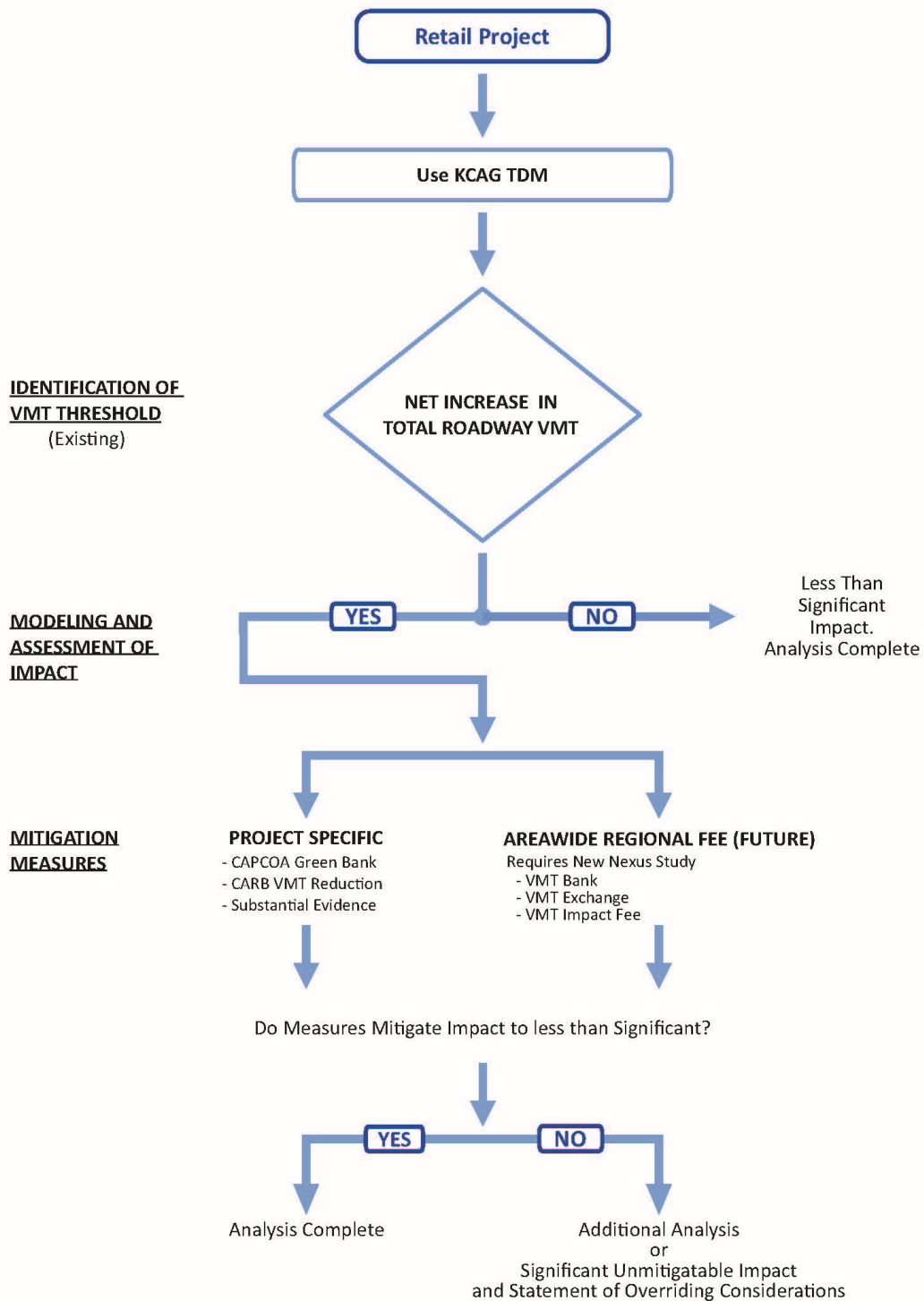


Figure 9-C: VMT Analysis Methodology for Non-Screened Non-Residential (Retail) Projects

Projects that will influence Caltrans facilities may be subject to the Caltrans Local Development-Intergovernmental Review program. As part of the program, Caltrans may review the VMT analysis methodology, findings, and mitigation measures to ensure consistency with statewide standards.

4.2.2 Project Screening

Once a development application is filed and determined to be complete for processing purposes, project screening may commence. If the project meets any one of the screening criteria, it may be presumed to have a less than significant transportation impact. No further VMT analysis would then be necessary and a Notice of Exemption may be filed. The CEQA document should enumerate the screening criteria and how the project meets or exceeds that applicable VMT threshold.

If project screening does not apply, a VMT analysis will be required. The extent of this analysis may be a simple algebraic demonstration or a more sophisticated traffic modeling exercise. This distinction is addressed later in this report.

4.2.3 VMT Identification

The project land use type will determine the appropriate metric to use (i.e., VMT per capita, VMT per employee, VMT per service population, or total VMT). Appropriate VMT metrics for different land uses are stated in Table D.

Table D: VMT Metrics for Land Use Projects

Land Use	VMT Metric
Residential	VMT per Capita
Office	VMT per Employee
Retail	Total VMT
Hotel, Hospital, Medical Office Building, or any similar use with approval from the City	VMT per Service Population
Mixed-Use, Land Use Plan (General Plan/Specific Plan)	Respective VMT metrics for its different land use components
Other Land Uses	VMT per Employee

VMT = Vehicle Miles Traveled

For all projects that require a VMT analysis, use of the KCAG TDM is required unless the project includes a special land use that is difficult to analyze using a travel demand model. For the latter, the City may require a qualitative analysis or an analysis using empirical data as applicable to the project.

Next, the project-generated VMT (per capita, per employee, per service population, or total) is compared to the appropriate significance threshold provided in Table E. If the project VMT metric is less than the significance threshold, the project is presumed to create a less than significant impact. No further VMT analysis for CEQA purposes would be required.



Table E: Significance Thresholds for VMT Analysis

VMT Metric	Threshold	Regional Average
VMT per Capita	8.99	10.33
VMT per Employee	16.95	19.48
VMT per Service Population	21.84	25.10

Source: KCAG TDM (2015 Scenario)
VMT = Vehicle Miles Traveled

Should project VMT metrics exceed the significance threshold, mitigation measures will be required. It should be noted that the thresholds identified in Table E are based on the current version of the KCAG TDM (provided by KCAG in October 2021). These thresholds are subject to change when a newer version of the KCAG TDM is available.

4.1 MITIGATION MEASURES

State law requires the project applicant to identify feasible offsets to mitigate significant VMT impacts generated by the proposed project. These can come from the mitigation strategies provided in this document (as described in Table F at the end of Chapter 7.0) or selected by the applicant based on their CEQA project experience and expertise. A proposed mitigation measure must be supported by substantial evidence illustrating that the measure will mitigate VMT impacts to less than significant. The City must approve and accept the final VMT mitigation program ascribed to the project and the related VMT percentage reduction. A detailed discussion about project-specific mitigations is included in Section 7.2.1.

If it is determined that the selected VMT mitigation measures effectively reduce the project impact to less than the applicable threshold, the project is presumed to have an impact mitigated to a less than significant level for purposes of CEQA. No further VMT analysis is required in such case. If the project's VMT impact cannot be mitigated to less than significant, the City may (1) request the project be redesigned to reduce the VMT impact, or (2) require the preparation of an EIR with a Statement of Overriding Considerations (SOC) for the transportation impacts associated with the project. All feasible mitigation measures must be assigned to and carried out by the project even if an EIR and SOC are prepared.





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5.0 VMT THRESHOLD ANALYSIS FOR TRANSPORTATION PROJECTS

The 2022 CEQA Guidelines include Section 15064.3.b.(2) to address transportation projects. It reads:

For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements.

The City may continue to use motor vehicle delay (LOS) metrics for transportation project design and traffic operation purposes as long as impacts related to “other applicable requirements” are disclosed. This has generally been interpreted as VMT impacts and other State climate objectives. These other applicable requirements may be found in other parts of an environmental document (e.g., air quality and GHG), or may be provided in greater detail in the transportation section.

In addition, projects processed under federal environmental rules have traditionally included a traffic operational analysis to meet the requirements of the National Environmental Policy Act. Federal review is generally required if a project uses federal funding or involves federal lands. Additional safety evaluations may need to be conducted outside the CEQA process since some desirable safety improvements may not be directly related to CEQA safety impacts.

For projects on the State Highway System, Caltrans will require sponsoring agencies to use VMT as the CEQA transportation impact assessment metric, and to evaluate the amount of VMT that is “attributable to the project” (January 9, 2020, conference). Caltrans’ Intergovernmental Review process will review environmental documents for capacity-enhancing projects for their analysis of VMT impact.

A VMT assessment of a transportation project should disclose the VMT profile without the project and the difference in the VMT profile with the project. Any increase in VMT attributable to the proposed transportation project would result in a significant impact. A significant transportation project impact is presumed when VMT increases with the project as compared to the ‘No Project’ scenario.

Capacity improvement projects have the potential of producing significant transportation impacts because they tend to induce new travel. The OPR TA describes induced travel as the additional motor vehicle travel that is generated by the newly available capacity on the roadway. Induced travel may include route switching, time-of-day change, mode shift to single occupancy vehicle, longer trips, new trips to existing destinations, and additional travel due to new development. Current traffic models have limited abilities to forecast new trips and new developments associated with roadway capacity improvements, as land use or socioeconomic databases are fixed to a specific horizon date. OPR refers to a limited number of published studies that seek to define travel demand elasticities.

The most recent major study (Duranton & Turner 2011, p. 24) estimates an elasticity of 1.0, meaning that every one percent change in lane miles results in a one percent increase in VMT.



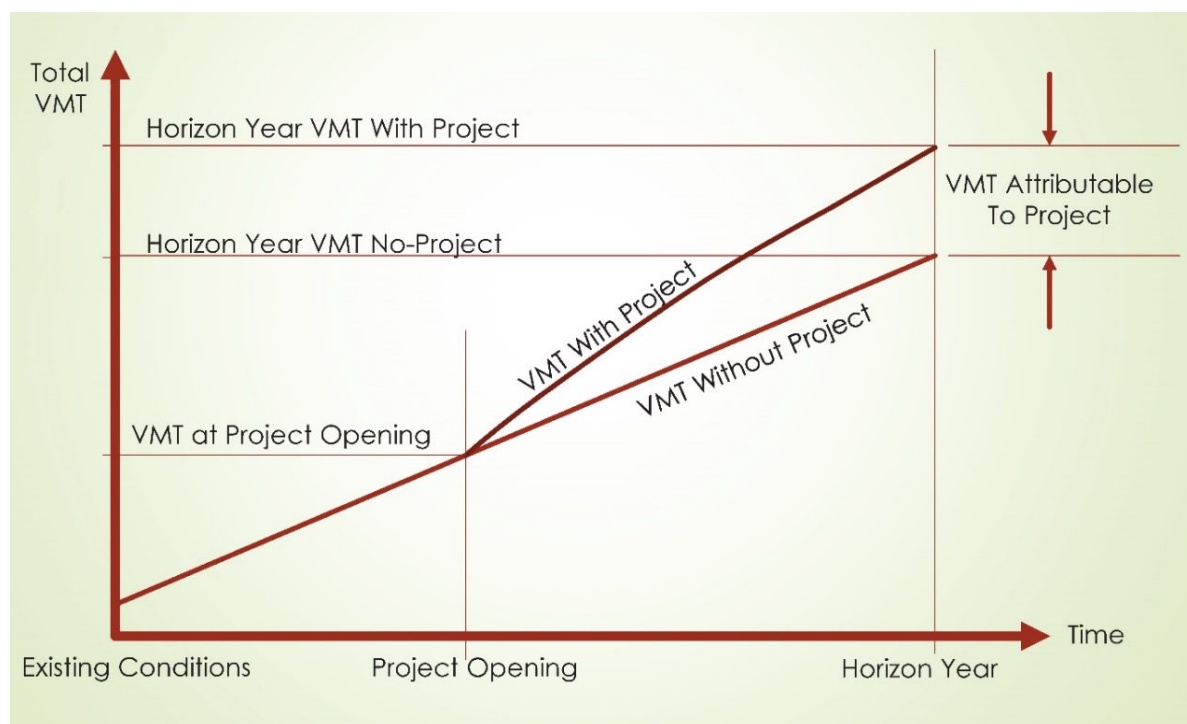
There are numerous methods to quantify induced growth. While the City can develop its own methodology to quantify induced growth, one method to quantify induced growth recommended by the OPR TA is:

To estimate VMT impacts from roadway expansion projects:

1. *Determine the total lane-miles over an area that fully captures travel behavior changes resulting from the project (generally the region, but for projects affecting interregional travel look at all affected regions).*
2. *Determine the percent change in total lane miles that will result from the project.*
3. *Determine the total existing VMT over that same area.*
4. *Multiply the percentage increase in lane miles by the existing VMT, and then multiply that by the elasticity from the induced travel literature:*

$$[\% \text{ increase in lane miles}] \times [\text{existing VMT}] \times [\text{elasticity}] = [\text{VMT resulting from the project}]$$

OPR assigns this induced growth to project-induced changes in land use; that is, new land uses that are not included in any approved general or area plan and not accounted for in any traffic-forecasting tool. Figure 10 provides a representative illustration of induced VMT attributable to a project.



Source: Presentation: Caltrans Transportation Analysis under CEQA or TAC: Significance Determinations for Induced Travel Analysis (SHCC Pre-Release Session 2 Jeremy Ketchum, Division of Environmental Analysis, Caltrans; March 2, 2020)

Figure 10: Induced Travel – VMT Attributable to Project



Caltrans has identified a computerized tool to estimate VMT generation from transportation projects. The tool (<https://travelcalculator.ncst.ucdavis.edu>) was developed by the University of California, Davis, and is based on travel demand elasticities and the relationship of lane mile additions with growth in VMT. It uses Federal Highway Administration definitions of facility type and ascribes VMT increases to each facility. Output data include increases in million miles of VMT per year. Caltrans is investigating the use of this tool for all of its VMT analyses of capital projects on the State Highway System. The NCST tool is available at <https://blinktag.com/induced-travel-calculator>. Figure 11 provides an illustration of that tool.

California Induced Travel Calculator Calculator FAQ About

Overview

This calculator allows users to estimate the VMT induced annually as a result of adding general-purpose lane miles, high-occupancy vehicle (HOV) lane miles, or high-occupancy toll (HOT) lane miles to publicly owned roadways, like those managed by the California Department of Transportation (Caltrans), in one of California's urbanized counties (counties within a metropolitan statistical area (MSA)). The calculator applies only to facilities with Federal Highway Administration (FHWA) functional classifications of 1, 2 or 3. That corresponds to Interstate highways (class 1), other freeways and expressways (class 2), and other principal arterials (class 3).

How to Use

To obtain an induced VMT estimate for a roadway capacity expansion project, enter the project length (in lane miles added), the geography (MSA for additions to interstates; county for additions to other Caltrans-managed class 2 or 3 facilities), and the base year (2016, 2017, 2018, or 2019). The base year indicates which year of VMT and lane mile data will be used to estimate the induced VMT.

[More about this calculator](#)

Calculator

1. Select Year
2019

2. Select facility type
☒ Interstate highway (class 1 facility)
☐ Class 2 or 3 facility

3. Select MSA
Hanford-Corcoran

4. Input total lane miles added
1 miles

Calculate Induced Travel

Results

3.5 million additional VMT/year
(Vehicle Miles Travelled)

In 2019, Hanford-Corcoran MSA had 107 lane miles of Interstate highway on which 377 million vehicle miles are travelled per year.

A project adding 1 lane miles would induce an additional 3.5 million vehicle miles travelled per year.

Hanford-Corcoran MSA consists of 1 county (Kings County).

This calculation is using an elasticity of 1.0.

[Read more about this calculator](#)

The calculator was developed by researchers at the National Center for Sustainable Transportation at the University of California, Davis.
The online version of this tool was programmed by BlinkTag Inc.

Source: <https://blinktag.com/induced-travel-calculator/index.html>

Figure 11: Caltrans Induced Travel Calculator





Other options to identify induced growth- and project-related VMT provided by the TA include:

1. **Employ an expert panel.** *An expert panel could assess changes to land use development that would likely result from the project. This assessment could then be analyzed by the travel demand model to assess effects on vehicle travel. Induced vehicle travel assessed via this approach should be verified using elasticities found in the academic literature.*
2. **Adjust model results to align with the empirical research.** *If the travel demand model analysis is performed without incorporating projected land use changes resulting from the project, the assessed vehicle travel should be adjusted upward to account for those land use changes. The assessed VMT after adjustment should fall within the range found in the academic literature.*
3. **Employ a land use model, running it iteratively with a travel demand model.** *A land use model can be used to estimate the land use effects of a roadway capacity increase, and the traffic patterns that result from the land use change can then be fed back into the travel demand model. The land use model and travel demand model can be iterated to produce an accurate result.*

A final advisory from the TA is provided below:

Whenever employing a travel demand model to assess induced vehicle travel, any limitation or known lack of sensitivity in the analysis that might cause substantial errors in the VMT estimate (for example, model insensitivity to one of the components of induced VMT described above) should be disclosed and characterized, and a description should be provided on how it could influence the analysis results. A discussion of the potential error or bias should be carried into analyses that rely on the VMT analysis, such as greenhouse gas emissions, air quality, energy, and noise. (OPR TA page 34)



6.0 VMT THRESHOLD ANALYSIS FOR LAND USE PLANS

The TA provides guidance on the treatment of CEQA traffic analyses for land use plans (General Plan, Specific Plan) as follows:

- Analyze the VMT outcomes over the full area over which the plan may substantively affect travel patterns (the definition of region).
- VMT should be counted in full rather than split between origins and destinations (the full impact of the project VMT).

Specifically, OPR states, “A general plan, area plan, or community plan may have a significant impact on transportation if proposed new residential, office or retail land uses would in aggregate exceed the respective thresholds recommended above.” (OPR TA page 18) This recommendation refers to a threshold of 15 percent lower than the existing regional average for residential and office uses and no net gain for retail land uses.

To assess a land use plan, use of a traffic-forecasting tool is recommended. The total VMT for the plan should be identified for all trips and all potential VMT contributors within the plan area. Model runs should be conducted for the existing base year and the horizon year (the future year scenario analyzed in the Circulation Element of the City’s General Plan) with project (plan).

SB 375 establishes ambitious and achievable GHG reduction targets for the 18 Metropolitan Planning Organizations (MPOs) in the State. Achievement of these targets is to be accomplished through the improved integration of regional land use and transportation planning processes; not solely through the imposition of new regulation on passenger cars and light-duty trucks.

CARB reviews the SCS that is produced as part of the RTP produced by each of the State’s MPOs. The SCS details the strategies and programs the regional agencies are planning to implement to achieve its designated GHG emission reduction targets. CARB approved the new GHG reduction targets for all 18 MPOs in the State in the spring of 2018. The 2018 targets are applicable to the third SCSs for the MPOs.

Other legislative mandates and State policies are also supportive of GHG reduction targets. A sample of these include:

- Assembly Bill 32 (2006) requires statewide GHG emissions reductions to 1990 levels by 2020 and continued reductions beyond 2020.
- SB 32 (2016) requires at least a 40 percent reduction in GHG emissions from 1990 levels by 2030.
- Executive Order (EO) B-30-15 (2015) sets a GHG emissions reduction target of 40 percent below 1990 levels by 2030.
- EO S-3-05 (2005) sets a GHG emissions reduction target of 80 percent below 1990 levels by 2050.
- EO B-16-12 (2012) specifies a GHG emissions reduction target of 80 percent below 1990 levels by 2050 specifically for transportation.





These mandates suggest that a land use plan consistent with the regional RTP/SCS would generally help achieve the target GHG reductions for the region.

California PRC Section 15064.3(b)(4) states (in part) the following:

A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household, or in any other measure.

Since VMT is the largest contributor to GHG emissions, a land use plan consistent with regional RTP/SCS GHG reductions target does not constitute a significant VMT impact. Therefore, the methodology for conducting VMT assessments for land use plans shall be the comparison of existing VMT per capita, VMT per employee, and/or VMT per service population for the region with the respective expected horizon year VMT metrics for the different land use components (VMT per capita, VMT per employee, and/or VMT per service population) of the land use plan (project). If there is a net increase in the VMT metric under horizon year conditions, then the project will have a significant impact.

7.0 MITIGATION STRATEGIES

When a lead agency identifies a potentially significant CEQA VMT impact according to the thresholds described in this report, the agency must identify feasible mitigation measures to avoid or substantially reduce that impact. Unlike LOS impacts, which may be mitigated with location-specific motor vehicle delay improvements, VMT impacts typically require a more regional approach to mitigation, including the provision of incentives to effect changes in travel behavior. Enforcement of mitigation measures will still be subject to the mitigation monitoring requirements of CEQA, as well as the regular police powers of the agency. VMT mitigation measures may also be incorporated into the design of plans, policies, regulations, or projects.

7.1 DEFINITION OF MITIGATION

Section 15370 of the 2022 State CEQA Guidelines defines mitigations as follows:

“Mitigation” includes:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action.*
- b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation.*
- c. Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.*
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.*
- e. Compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.*

Section 15097 of the CEQA Guidelines states that, “the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.”

VMT mitigations may not necessarily be physical improvements. Such improvements are complex in nature and will significantly depend on changes in traveler behavior. Therefore, it will be important that lead agencies develop an appropriate monitoring program to ensure the implementation of these mitigation measures throughout the life of a project, in compliance with CEQA. The City must also coordinate with other responsible agencies as part of the mitigation monitoring program to evaluate the ongoing feasibility and durability of the mitigations.

Historically, mitigation measures for LOS-based transportation impacts have addressed either trip generation reductions or traffic-flow-capacity enhancements. LOS mitigation measures typically



include physical infrastructure improvements adding capacity to intersections, roadways, ramps, and freeways. However, transportation demand management activities, active transportation amenities, and other measures designed to reduce the number of new single-occupancy vehicle trips are also potential LOS mitigation strategies.

VMT mitigation measures are significantly different. Most VMT mitigations may seem feasible from a theoretical perspective, but practical implementation of these strategies as formal CEQA mitigation measures in perpetuity is yet to be tested. Several of these mitigations are contextual and behavioral in nature. Their success will depend on the size and location of the project as well as expected changes in travel behavior. For example, a project providing a bike share program does not necessarily guarantee a travel mode change among the project's affected population; the level of improvement may be uncertain and subject to the travel preferences and attitudes of the population affected.

LOS mitigations (such as addition of turn lanes) focus more on rectifying a physical CEQA impact (strategy "c" of *State CEQA Guidelines* Section 15370). On the contrary, the majority of VMT mitigations (such as commute trip-reduction programs) aim at reducing or eliminating an impact over time through preservation and monitoring over the life of the project (strategy "d" of *State CEQA Guidelines* Section 15370). Additionally, some VMT mitigations (such as those focused on land use/location-based policies) aim at minimizing impacts by reducing the number of trips generated by the projects (strategy "b" of *State CEQA Guidelines* Section 15370).

Furthermore, it may be determined that some VMT impacts are not able to be feasibly mitigated at the project level. Most VMT impacts occur within the context of a regional scale of analysis. The incremental change in VMT associated with a project in its particular locational setting might indicate a greater VMT increase than individual mitigation strategies can offset. Only a regional solution (e.g., completion of a transit system, purchase of more transit buses, or gap closure of a bicycle lane network) may offer the incremental change necessary to reduce the VMT impact to an appropriate level of significance. Also, VMT, as a proxy for GHG emissions, may not require locational specificity. A project does not necessarily need to reduce the VMT at the project site to provide regional or statewide VMT and GHG reduction benefits. Offsets in an area where the benefit would be greater will have a more effective reduction in VMT and GHG and contribute to achievement of regional and statewide climate goals. This regional perspective provides the basis for cap-and-trade style VMT mitigation strategies.

The issues of regional scale, appropriate and timely fair share contributions from projects and/or local jurisdictions (partial versus comprehensive participation), and geographic ambiguity confound the certainty of the City's identification of an effective VMT mitigation strategy. Section 15126.4 of the *State CEQA Guidelines* states, "Where several measures are available to mitigate an impact, each should be discussed and the basis for selecting a particular measure should be identified. **Formulation of mitigation measures shall not be deferred until some future time.**" [Emphasis added.] Regional VMT mitigation is considered the most effective method for large-scale VMT reduction, as cost and implementation barriers are often greater than one project may feasibly accommodate. However, regionally scaled VMT mitigation strategies may be provided in the form of mitigation banks, fees, and/or exchanges, with individual projects subject to contribute to these programs consistent with applicable provisions to ensure compliance and consistency with CEQA and other legal requirements.

Section 21099 (b) (4) of the PRC states, “This subdivision [requiring a new transportation metric under CEQA] does not preclude the application of local general plan policies, zoning codes, conditions of approval, thresholds, or any other planning requirements pursuant to the police power or any other authority.” Hence, although automobile delay will no longer be considered a significant impact under CEQA, the City can still require projects to meet the LOS standards designated in its zoning code or general plan. Therefore, this report is not intended to supersede LOS assessment in the City’s evaluation of projects, and a project may still be required to propose LOS improvements for congestion relief in addition to the implementation of any VMT mitigation strategies as required by CEQA.

7.2 MITIGATION MEASURES AND PROJECT ALTERNATIVES

7.2.1 Land Development Projects and Community/General Plans

Mitigations and project alternatives for VMT impacts have been suggested by the OPR. VMT mitigations can be extremely diverse and can be classified under several categories such as land use/location, road pricing, transit improvements, commute trip reduction strategies, and parking pricing/policy. However, the issue with VMT mitigations is the quantitative measurement of the relief provided by the strategies. How much VMT reduction does a transportation demand management program, a bike share program, a transit route, or one mile of sidewalk provide?



Transit in the City of Hanford

Source: https://hanfordsentinel.com/news/local/on-demand-bus-service-coming-to-hanford-july-1/article_1d4d0e7f-44d4-5be7-9972-8ae7837df0e6.html

Improvements related to VMT reduction strategies have been quantified in sources such as the California Air Pollution Control Officers Association (CAPCOA) report *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA Manual) Final Draft*, December 2021, and by various resources provided by CARB. This information is generally presented with a wide range of potential VMT reduction percentages. This report does not, however, confirm the existence of substantial evidence supporting the application of any such mitigation measures to projects within the City. If a CAPCOA mitigation measure will be considered for a project, it must be determined, through substantial evidence, that the mitigation measure will result in VMT reduction in the manner suggested. For example, if a mitigation measure’s VMT reduction will be calculated by use of a mathematical formula, the formula, including each of its components, must be analyzed to confirm that they reflect the conditions existing in the City, and the analysis must be supported by substantial evidence. In other words, a mitigation measure, which is reliant upon a formula developed utilizing data from and conditions in a locale that is dissimilar to the City, may be inapplicable to a project within the City. Similarly, any mitigation measure suggested by CAPCOA that depends on cited reports or studies must be assessed to determine whether substantial evidence confirms that such reports and studies apply to the conditions under which a proposed project will be developed within the City. Mitigation measures will not be utilized merely because they are suggested by CAPCOA or another organization.

Table F provides a summary of various potential VMT mitigation measures and project alternatives presented in the *CAPCOA Manual* (only those strategies directly attributed to transportation) for



development projects. For any VMT mitigation measure, the project applicant will be required to provide substantial evidence while identifying a project-specific value. If that information is not available, the project should apply the low point of provided ranges for VMT reduction. Where a mitigation strategy does not have an identified VMT reduction range, the project applicant would be required to provide a reduction estimate supported by substantial evidence.

Additionally, the mitigation measures listed under Table F were compared with the City's General Plan goals and policies. Mitigation measures that would be consistent with the City's General Plan goals and policies have been noted in the table.

As for land use plans, the OPR TA does not specifically identify any VMT mitigations. The potential VMT mitigation measures for community/general plans are similar to those available for development projects, with certain modifications. Therefore, the mitigation measures provided in Table F can be used as appropriate. Additional measures may also be applied with substantial evidence.

It must be noted that Table F provides only summaries of the VMT mitigations provided in the sources indicated above. The reader should refer to the original source for further details and for subsequent updates to the mitigation measures. Also, Table F does not provide an exhaustive list of VMT mitigation measures for offsetting CEQA transportation impacts. Other measures can also be accepted by the City based on the provision of substantial evidence.

As additional mitigation measures are evaluated to offset VMT impacts in the future for the *State CEQA Guidelines* process, linkages between a specific strategy and its quantified incremental VMT reduction effect must be established. This process may be based on the observations and measurements provided by other sources or by the City's experience in these practices. The key to effective VMT mitigation is to base its efficacy on real and substantial evidence.

7.2.2 Transportation Projects

Although OPR provides detailed guidance on the assessment of induced-growth impacts associated with transportation improvement projects, it leaves the subject of specific VMT mitigation measures ambiguous. Only four strategies are recommended as potential mitigation options:

- Tolling new travel lanes to encourage carpools and fund transit improvements (not applicable to the City);
- Converting existing general-purpose lanes to HOV or HOT lanes (not applicable to the City);
- Implementing or funding off-site transportation demand management programs; and
- Implementing Intelligent Transportation Systems strategies to improve passenger throughput on existing lanes.

No quantified reduction percentage is allocated to these strategies and currently available data do not offer any substantial evidence that may provide guidance on levels of significance after implementation of these strategies. Review of the four recommended mitigation strategies suggests that OPR is directing strategies away from general-purpose mixed-flow lanes on expressways, freeways, and arterial highways. It should be noted, however, that the first two mitigation strategies are not applicable to the





City. Additionally, the project description and Purpose and Need may conflict, since congestion relief measures will conflict with VMT reduction strategies. The City would be subject to an SOC for the capital project VMT impact that are not sufficiently mitigated.

7.3 FUNDING MECHANISMS

The change in methodology used for the assessment of CEQA transportation impacts from LOS to VMT will lead to a shift in and the scale of mitigation efforts from local and project-specific, to a more regional approach. OPR acknowledges the regional nature of VMT impacts and states that regional VMT reduction programs and fee programs (in-lieu fees and development impact fees) may be appropriate forms of mitigation. Fee programs are particularly useful to address cumulative impacts. It is very important for the City to coordinate with KCAG to develop such mitigation programs that may be used to fund new transit service or develop applicable active transportation plans or other regionally scaled VMT mitigation activities. These programs are regional in nature and best suited for administration by a regional agency. Projects may be able to pay into the fee program to offset project VMT impact. Regional agencies may also wish to coordinate with appropriate stakeholders, including participating local jurisdictions, developers, and other interests while conducting nexus studies and checking for rough proportionality and compliance with CEQA.

Most of the VMT mitigations included in Table F are applicable in urban areas. They are less effective in suburban and rural contexts, where traditional transportation demand management strategies are less feasible. Thus, site-specific strategies are more suitable in more densely urbanized areas, whereas program-level strategies may be more appropriate for some projects located in suburban or rural areas. In the latter approach, the cumulative VMT mitigation contributions provided in support of individual developments may be used to fund regional VMT reduction strategies that would not be feasible or cost-effective at the individual project scale. Apart from fee programs, program-based mitigation strategies may include VMT mitigation exchanges and/or VMT mitigation banks. The VMT mitigation exchange concept requires a developer to select and implement mitigation project(s) from a predetermined list of projects that would serve to reduce the excess new VMT generated by the proposed project. On the other hand, a mitigation banking program would assign monetary values for VMT reductions that would allow developers to purchase the applicable number of VMT reduction credits. These credits would be used to fund larger, regionally scaled VMT mitigation projects throughout the affected region.

As previously discussed, VMT impacts are regional in scope. Hence, there may at times be mitigation requirements that extend beyond the control of the City, and without the ability of the City to manage these mitigations, the impacts might remain significant and unaddressed. Additionally, the identification and management of regionally scaled improvements where developers contribute their fair share to mitigate impacts might prove to be difficult. Therefore, the City may choose to work collaboratively with other jurisdictions within the region to ultimately establish VMT mitigation fee programs, mitigation banks, or exchanges to establish a regional mitigation pathway where developers contribute to a regionally administered VMT mitigation funding pool in a manner commensurate to the impact of their individual project. Procedural flow charts for VMT mitigation banks, exchanges, and impact fees are illustrated in Figures 12, 13, and 14, respectively.





Attachment: City of Hanford VMT Thresholds and Implementation Guidelines_10-24-2022 (Study Session - VMT Guidelines)

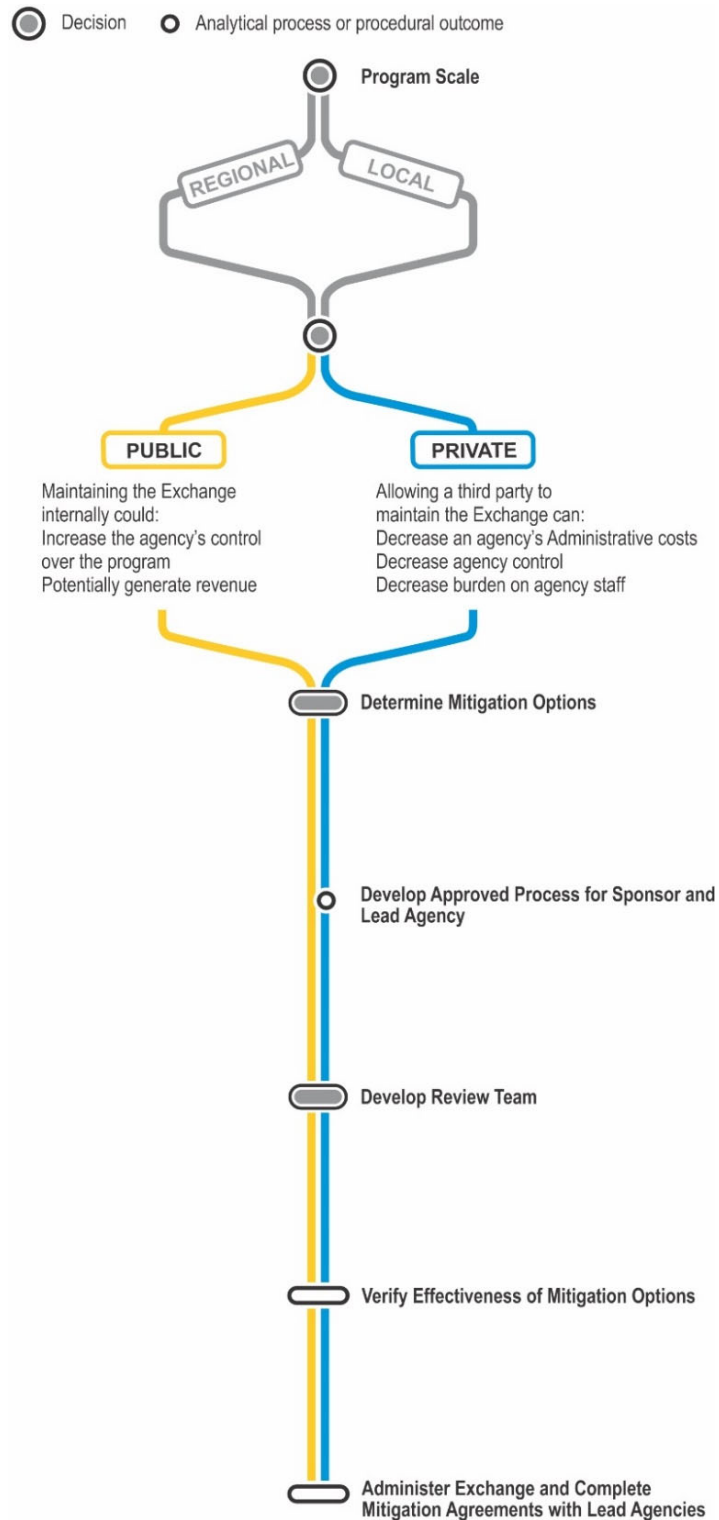


Figure 13: Procedural Flow Chart – VMT Exchange

Source: VMT Mitigation Through Banks and Exchanges: Understanding New Mitigation Approaches. A White Paper by Fehr & Peers (January 2020).

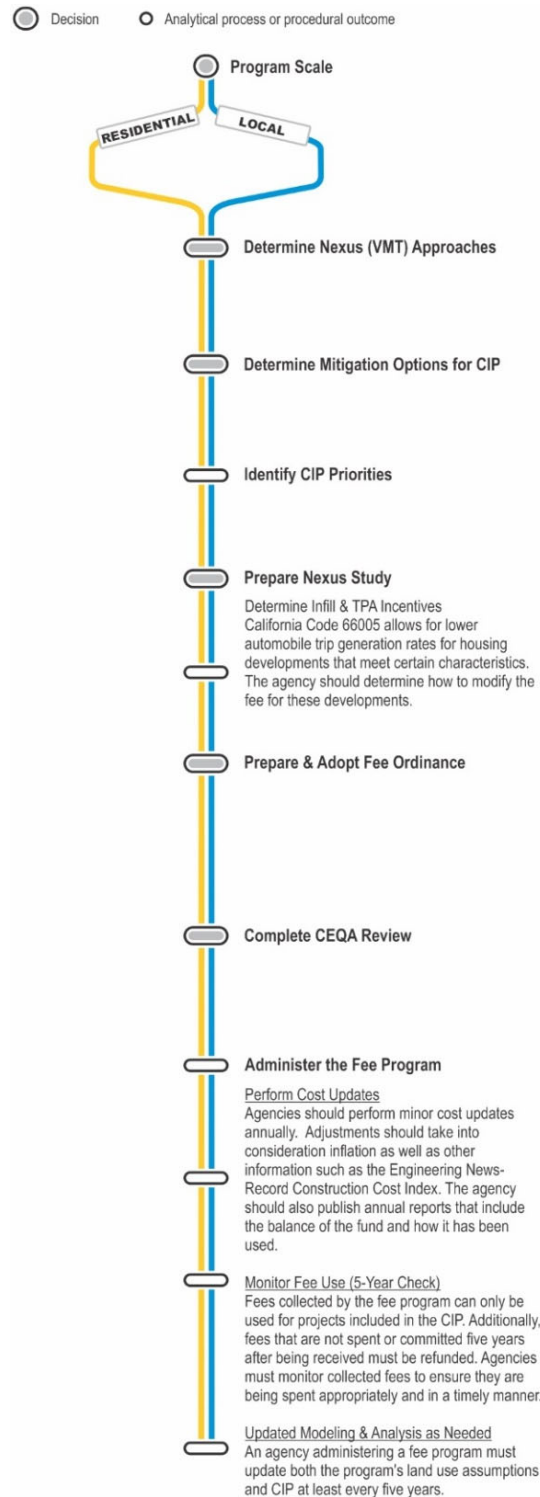


Figure 14: Procedural Flow Chart – VMT Impact Fee

Source: Understanding New Mitigation Approaches. A White Paper by Fehr & Peers (January 2020).

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
1	T-1	Increase Residential Density	This measure accounts for the vehicle miles traveled (VMT) reduction achieved by a project that is designed with a higher density of dwelling units (DU) compared to the average residential density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions. This measure is best quantified when applied to larger developments and developments where the density is somewhat similar to the surrounding area due to the underlying research being founded in data from the neighborhood level.			Urban, Suburban	Project/Site	This measure is most accurately quantified when applied to larger developments and/or developments where the density is somewhat similar to the surrounding neighborhood.	When paired with Measure T-2, Increase Job Density, the cumulative densification from these measures can result in a highly walkable and bikeable area, yielding increased co-benefits in VMT reductions, improved public health, and social equity.	Refer to California Air Pollution Control Officers Association (CAPCOA) report Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA Manual), Final Draft, December 2021, page 71.	Up to 30.0 percent project VMT in the study area
2	T-2	Increase Job Density	This measure accounts for the VMT reduction achieved by a project that is designed with a higher density of jobs compared to the average job density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing job density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions.			Urban, suburban	Project/Site	This measure is most accurately quantified when applied to larger developments and/or developments where the density is somewhat similar to the surrounding neighborhood.	When paired with Measure T-1, Increase Residential Density, the cumulative densification from these measures can result in a highly walkable and bikeable area, yielding increased co-benefits in VMT reductions, improved public health, and social equity.	Refer to CAPCOA Manual, page 74.	Up to 30.0 percent project VMT in the study area
3	T-3	Provide Transit-Oriented Development	This measure would reduce project VMT in the study area relative to the same project sited in a non-transit-oriented development (TOD) location. TOD refers to projects built in compact, walkable areas that have easy access to public transit, ideally in a location with a mix of uses, including housing, retail offices, and community facilities. Project site residents, employees, and visitors would have easy access to high-quality public transit, thereby encouraging transit ridership and reducing the number of single-occupancy vehicle trips and associated GHG emissions.			Urban, suburban. Rural only if adjacent to commuter rail station with convenient rail service to a major employment center.	Project/Site	To qualify as a TOD, the development must be a residential or office project that is within a 10-minute walk (0.5 mile) of a high frequency transit station (either rail, or bus rapid transit with headways less than 15 minutes). Ideally, the distance should be no more than 0.25 to 0.3 of a mile but could be up to 0.5 mile if the walking route to station can be accessed by pedestrian-friendly routes. Users should confirm “unmitigated” or “baseline” VMT does not already account for reductions from transit proximity.	When building TOD, a best practice is to incorporate bike and pedestrian access into the larger network to increase the likelihood of transit use.	Refer to CAPCOA Manual, page 77.	Up to 31.0 percent project VMT in the study area
4	T-4	Integrate Affordable and Below Market Rate Housing	This measure requires below market rate (BMR) housing. BMR housing provides greater opportunity for lower income families to live closer to job centers and achieve a jobs/housing match near transit. It is also an important strategy to address the limited availability of affordable housing that might force residents to live far away from jobs or school, requiring longer commutes. The quantification method for this measure accounts for VMT reductions achieved for multifamily residential projects that are deed restricted or otherwise permanently dedicated as affordable housing.			Urban, suburban	Project/Site	Multifamily residential units must be permanently dedicated as affordable for lower income families. The California Department of Housing and Community Development (2021) defines lower-income as 80 percent of area median income or below, and affordable housing as costing 30 percent of gross household income or less.	Pair with Measure T-1, Increase Residential Density, and Measure T-2, Increase Job Density, to achieve greater population and employment diversity.	Refer to CAPCOA Manual, page 81.	Up to 28.6 percent project/site multifamily residential VMT
5	T-5	Implement Commute Trip Reduction Program (Voluntary)	This measure will implement a voluntary commute trip reduction (CTR) program with employers. CTR programs discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions. Voluntary implementation elements are described in this measure.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site	Voluntary CTR programs must include the following elements to apply the VMT reductions reported in literature. • Employer-provided services, infrastructure, and incentives for alternative modes such as ridesharing (Measure T-8), discounted transit (Measure T-9), bicycling (Measure T-10), vanpool (Measure T-11), and guaranteed ride home. • Information, coordination, and marketing for said services, infrastructure, and incentives (Measure T-7).	Other strategies may also be included as part of a voluntary CTR program, though they are not included in the VMT reductions reported by literature and thus are not incorporated in the VMT reductions for this measure. This program typically serves as a complement to the more effective workplace CTR measures such as pricing workplace parking (Measure T-12) or implementing employee parking “cash-out” (Measure T-13).	Refer to CAPCOA Manual, page 84.	Up to 4.0 percent project/site employee commute VMT
6	T-6	Implement Commute Trip Reduction Program (Mandatory Implementation and Monitoring)	This measure will implement a mandatory CTR program with employers. CTR programs discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12:[Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T67: Bicycle Safety Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site	The mandatory CTR program must include all other elements (i.e., Measures T-7 through T-11) described for the voluntary program (Measure T-5) plus include mandatory trip reduction requirements (including penalties for non-compliance) and regular monitoring and reporting to ensure the calculated VMT reduction matches the observed VMT reduction.	This program typically serves as a complement to the more effective workplace CTR measures, such as pricing workplace parking (Measure T-12) or implementing employee parking “cash-out” (Measure T-13).	Refer to CAPCOA Manual, page 87.	Up to 26.0 percent project/site employee commute VMT
7	T-7	Implement Commute Trip Reduction Marketing	This measure will implement a marketing strategy to promote the project site employer’s CTR program. Information sharing and marketing promote and educate employees about their travel choices to the employment location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T67: Bicycle Safety Programs Policy T88: People Movement Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site	The following features (or similar alternatives) of the marketing strategy are essential for effectiveness. • Onsite or online commuter information services. • Employee transportation coordinators. • Onsite or online transit pass sales. • Guaranteed ride home service.	This measure could be packaged with other commute trip reduction measures (Measures T-8 through T-13) as a comprehensive CTR program (Measure T-5 or T-6).	Refer to CAPCOA Manual, page 90.	Up to 4.0 percent project/site employee commute VMT

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA No. Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
8	T-8	Provide Ridesharing Program	This measure will implement a ridesharing program and establish a permanent transportation management association with funding requirements for employers. Ridesharing encourages carpooled vehicle trips in place of single-occupied vehicle trips, thereby reducing the number of trips, VMT, and GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site	Ridesharing must be promoted through a multifaceted approach. Examples include the following. • Designating a certain percentage of desirable parking spaces for ridesharing vehicles. • Designating adequate passenger loading and unloading and waiting areas for ridesharing vehicles. • Providing an app or website for coordinating rides.	When providing a ridesharing program, a best practice is to establish funding by a non-revocable funding mechanism for employer-provided subsidies. In addition, encourage use of low-emission ridesharing vehicles (e.g., shared Uber Green). This measure could be paired with any combination of the other commute trip reduction strategies (Measures T-7 through T-13) for increased reductions.	Refer to CAPCOA Manual, page 93.	Up to 8.0 percent project/site employee commute VMT
9	T-9	Implement Subsidized or Discounted Transit Program	This measure will provide subsidized or discounted, or free transit passes for employees and/or residents. Reducing the out-of-pocket cost for choosing transit improves the competitiveness of transit against driving, increasing the total number of transit trips and decreasing vehicle trips. This decrease in vehicle trips results in reduced VMT and thus a reduction in GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban	Project/Site	The project should be accessible either within 1 mile of high-quality transit service (rail or bus with headways of less than 15 minutes), 0.5 mile of local or less frequent transit service, or along a designated shuttle route providing last-mile connections to rail service. If a well-established bikeshare service (Measure T-22-A) is available, the site may be located up to 2 miles from a high-quality transit service. If more than one transit agency serves the site, subsidies should be provided that can be applied to each of the services available. If subsidies are applied for only one service, all variable inputs below should also pertain only to the service that is subsidized.	This measure could be paired with any combination of the other commute trip reduction strategies (Measures T-7 through T-13) for increased reductions.	Refer to CAPCOA Manual, page 96.	Up to 5.5 percent from employee/resident vehicles accessing the site
10	T-10	Provide End-of-Trip Bicycle Facilities	This measure will install and maintain end-of-trip facilities for employee use. End-of-trip facilities include bike parking, bike lockers, showers, and personal lockers. The provision and maintenance of secure bike parking and related facilities encourages commuting by bicycle, thereby reducing VMT and GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T66 Public Bicycle Parking Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban	Project/Site	End-of-trip facilities should be installed at a size proportional to the number of commuting bicyclists and regularly maintained.	Best practice is to include an onsite bicycle repair station and post signage on or near secure parking and personal lockers with information about how to reserve or obtain access to these amenities. This measure could be paired with any combination of the other commute trip reduction strategies (Measures T-7 through T-13) for increased reductions.	Refer to CAPCOA Manual, page 101.	Up to 4.4 percent project/site employee commute VMT
11	T-11	Provide Employer-Sponsored Vanpool	This measure will implement an employer-sponsored vanpool service. Vanpooling is a flexible form of public transportation that provides groups of 5 to 15 people with a cost-effective and convenient rideshare option for commuting. The mode shift from long-distance, single-occupied vehicles to shared vehicles reduces overall commute VMT, thereby reducing GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban, rural	Project/Site	Vanpool programs are more appropriate for the building occupant or tenant (i.e., employer) to implement and monitor than the building owner or developer.	When implementing a vanpool service, best practice is to subsidize the cost for employees that have a similar origin and destination and provide priority parking for employees that vanpool. This measure could be paired with any combination of the other commute trip reduction strategies (Measures T-7 through T-13) for increased reductions.	Refer to CAPCOA Manual, page 105.	Up to 20.4 percent project/site employee commute VMT
12	T-12	Price Workplace Parking	This measure will price onsite parking at workplaces. Because free employee parking is a common benefit, charging employees to park onsite increases the cost of choosing to drive to work. This is expected to reduce single-occupancy vehicle commute trips, resulting in decreased VMT, thereby reducing associated GHG emissions.			Urban, suburban	Project/Site	Implementation may include the following. • Explicitly charging for employee parking. • Implementing above-market rate pricing. • Validating parking only for invited guests (or not providing parking validation at all). • Not providing employee parking and transportation allowances. In addition, this measure should include marketing and education regarding available alternatives to driving.	Best practice is to ensure that other transportation options are available, convenient, and have competitive travel times (i.e., transit service near the project site, shuttle service, or a complete active transportation network serving the site and surrounding community), and that there is not alternative free parking available nearby (such as on-street). This measure is substantially less effective in environments that do not have other modes available or where unrestricted street parking or other offsite parking is available nearby and has adequate capacity to accommodate project-related vehicle parking demand.	Refer to CAPCOA Manual, page 110.	Up to 20.0 percent project/site employee commute VMT
13	T-13	Implement Employee Parking Cash-Out	This measure will require project employers to offer employee parking cash-out. Cash-out is when employers provide employees with a choice of forgoing their current subsidized/free parking for a cash payment equivalent to or greater than the cost of the parking space. This encourages employees to use other modes of travel instead of single occupancy vehicles. This mode shift results in people driving less and thereby reduces VMT and GHG emissions.	Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban	Project/Site	To prevent spill-over parking and continued use of single occupancy vehicles, residential parking in the surrounding area must be permitted, and public on-street parking must be market rate.	This measure could be paired with many other commute trip reduction strategies (Measures T-7 through T-11) for increased reductions.	Refer to CAPCOA Manual, page 114.	Up to 12.0 percent project/site employee commute VMT
14	T-14	Provide Electric Vehicle Charging Infrastructure	Install onsite electric vehicle chargers in an amount beyond what is required by the 2019 California Green Building Standards (CALGreen) at buildings with designated parking areas (e.g., commercial, educational, retail, multifamily). This will enable drivers of plug-in hybrid electric vehicles (PHEVs) to drive a larger share of miles in electric mode (eVMT), as opposed to gasoline-powered mode, thereby displacing GHG emissions from gasoline consumption with a lesser amount of indirect emissions from electricity. Most PHEVs owners charge their vehicles at home overnight. When making trips during the day, the vehicle will switch to gasoline mode if/when it reaches its maximum all-electric range.			Urban, suburban, rural	Project/Site	Parking at the chargers must be limited to electric vehicles.	In addition to increasing the percentage of electric miles for PHEVs, the increased availability of chargers from implementation of this measure could mitigate consumer "range anxiety" concerns and increase the adoption and use of battery electric vehicles (BEVs), but this potential effect is not included in the calculations as a conservative assumption. Expanded mitigation could include quantification of the effect of this measure on BEV use.	-	-

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VTM Reduction
15	T-15	Limit Residential Parking Supply	This measure will reduce the total parking supply available at a residential project or site. Limiting the amount of parking available creates scarcity and adds additional time and inconvenience to trips made by private auto, thus disincentivizing driving as a mode of travel. Reducing the convenience of driving results in a shift to other modes and decreased VMT and thus a reduction in GHG emissions. Evidence of the effects of reduced parking supply is strongest for residential developments.			Urban, suburban	Project/Site	This measure is ineffective in locations where unrestricted street parking or other offsite parking is available nearby and has adequate capacity to accommodate project-related vehicle parking demand.	When limiting parking supply, a best practice is to do so at sites that are located near high quality alternative modes of travel (such as a rail station, frequent bus line, or in a higher density area with multiple walkable locations nearby). Limiting parking supply may also allow for more active uses on any given lot, which may support Measures T-1 and T-2 by allowing for higher density construction.	Refer to CAPCOA Manual, page 123.	Up to 13.7 percent from resident vehicles accessing the site
16	T-16	Unbundle Residential Parking Costs from Property Cost	This measure will unbundle, or separate, a residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost. On the assumption that parking costs are passed through to the vehicle owners/drivers utilizing the parking spaces, this measure results in decreased vehicle ownership and, therefore, a reduction in VMT and GHG emissions. Unbundling may not be available to all residential developments, depending on funding sources.			Urban, suburban	Project/Site	Parking costs must be passed through to the vehicle owners/drivers utilizing the parking spaces for this measure to result in decreased vehicle ownership.	Pair with Measure T-19-A or T-19-B to ensure that residents who eliminate their vehicle and shift to a bicycle can safely access the area's bikeway network.	Refer to CAPCOA Manual, page 127.	Up to 15.7 percent project VMT in the study area
17	T-17	Improve Street Connectivity	This measure accounts for the VMT reduction achieved by a project that is designed with a higher density of vehicle intersections compared to the average intersection density in the U.S. Increased vehicle intersection density is a proxy for street connectivity improvements, which help to facilitate a greater number of shorter trips and thus a reduction in GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers.	Policy T26: Cul-de-sac Non-motorized Connectivity Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban	Plan/Community	Projects that increase intersection density would be building a new street network in a subdivision or retrofitting an existing street network to improve connectivity (e.g., converting cul-de-sacs or dead-end streets to grid streets).	Pair with Measure T-18, Provide Pedestrian Network Improvement, to best support use of the local pedestrian network.	Refer to CAPCOA Manual, page 131.	Up to 30.0 percent from vehicle travel in the plan/community
18	T-18	Provide Pedestrian Network Improvement	This measure will increase the sidewalk coverage to improve pedestrian access. Providing sidewalks and an enhanced pedestrian network encourages people to walk instead of drive. This mode shift results in a reduction in VMT and GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T26: Cul-de-sac Non-motorized Connectivity Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T70: Pedestrian Connections Policy T71: Pedestrian and Bicycle Crossings Policy T72: Reduction of Pedestrian Barriers Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban, rural	Plan/Community	The GHG reduction of this measure is based on the VMT reduction associated with expansion of sidewalk coverage expansion, which includes not only building of new sidewalks but also improving degraded or substandard sidewalk (e.g., damaged from street tree roots). However, pedestrian network enhancements with non-quantifiable GHG reductions are encouraged to be implemented, as discussed under Expanded Mitigation Options.	When improving sidewalks, a best practice is to ensure they are contiguous and link externally with existing and planned pedestrian facilities. Barriers to pedestrian access and interconnectivity, such as walls, landscaping buffers, slopes, and unprotected crossings should be minimized. Other best practice features could include high-visibility crosswalks, pedestrian hybrid beacons, and other pedestrian signals, mid-block crossing walks, pedestrian refuge islands, speed tables, bulb-outs (curb extensions), curb ramps, signage, pavement markings, pedestrian-only connections and districts, landscaping, and other improvements to pedestrian safety (see Measure T-35, Provide Traffic Calming Measures).	Refer to CAPCOA Manual, page 134.	Up to 6.4 percent from vehicle travel in the plan/community
19	T-19-A	Construct or Improve Bike Facility	This measure will construct or improve a single bicycle lane facility (only Class I, II, or IV) that connects to a larger existing bikeway network. Providing bicycle infrastructure helps to improve biking conditions within an area. This encourages a mode shift on the roadway parallel to the bicycle facility from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. When constructing or improving a bicycle facility, a best practice is to consider local or state bike lane width standards. A variation of this measure is provided as T-19-B, Construct or Improve Bike Boulevard.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T26: Cul-de-sac Non-motorized Connectivity Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T64: Bicycle Network Master Planning Policy T65: Bicycle Network Policy T69: Road Projects with Bicycle Facilities Policy T71: Pedestrian and Bicycle Crossings Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban	Plan/Community. This measure reduces VMT on the roadway segment parallel to the bicycle facility (i.e., the corridor). An adjustment factor is included in the formula to scale the VMT reduction from the corridor level to the plan/community level.	The bicycle lane facility must be either Class I, II, or IV. Class I bike paths are physically separated from motor vehicle traffic. Class IV bikeways are protected on-street bikeways, also called cycle tracks. Class II bike lanes are striped bicycle lanes that provide exclusive use to bicycles on a roadway.	Implement alongside Measures T-22-A, T-22-B, and/or T-22-C to ensure that micromobility users can ride safely along bicycle lane facilities and not have to ride along pedestrian infrastructure, which is a risk to pedestrian safety.	Refer to CAPCOA Manual, page 138.	Up to 0.8 percent from vehicles on parallel roadways
20	T-19-B	Construct or Improve Bike Boulevard	Construct or improve a single bicycle boulevard that connects to a larger existing bikeway network. Bicycle boulevards are a designation within Class III Bikeway that create safe, low-stress connections for people biking and walking on streets. This encourages a mode shift from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. A variation of this measure is provided as T-19-A, Construct or Improve Bike Facility, which is for Class I, II, or IV bicycle infrastructure.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T26: Cul-de-sac Non-motorized Connectivity Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T64: Bicycle Network Master Planning Policy T65: Bicycle Network Policy T69: Road Projects with Bicycle Facilities Policy T71: Pedestrian and Bicycle Crossings Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban	Plan/Community. This measure reduces VMT on the roadway segment parallel to the bicycle facility (i.e., the corridor). An adjustment factor is included in the formula to scale the VMT reduction from the corridor level to the plan/community level.	The following roadway conditions must be met. • Functional classification: local and collector if there is no more than a single general-purpose travel lane in each direction. • Design speed: <= 25 miles per hour. • Design volume <= 5,000 average daily traffic. • Treatments at major intersections: both directions have traffic signals (or an effective control device that prioritizes pedestrian and bicycle access such as rapid flashing beacons, pedestrian hybrid beacons, high-intensity activated crosswalks, TOUCANs), bike route signs, "sharrowed" roadway markings, and pedestrian crosswalks.	Construct boulevards with forced turns for vehicles every few blocks to minimize through traffic while ensuring that speed and volume metrics are met. Implement alongside Measures T-22-A, T-22-B, and/or T-22-C to ensure that micromobility users can ride safely along bicycle lane facilities and not pedestrian infrastructure, which is a risk to pedestrian safety.	Refer to CAPCOA Manual, page 143.	Up to 0.2 percent from vehicles on roadways

Attachment: City of Hanford VMT Thresholds and Implementation Guidelines_10-24-2022 (Study Session - VMT Guidelines)

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CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
22	T-20	Expand Bikeway Network	This measure will increase the length of a city or community bikeway network. A bicycle network is an interconnected system of bike lanes, bike paths, bike routes, and cycle tracks. Providing bicycle infrastructure with markings and signage on appropriately sized roads with vehicle traffic traveling at safe speeds helps to improve biking conditions (e.g., safety and convenience). In addition, expanded bikeway networks can increase access to and from transit hubs, thereby expanding the “catchment area” of the transit stop or station and increasing ridership. This encourages a mode shift from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. When expanding a bicycle network, a best practice is to consider bike lane width standards from local agencies, state agencies, or the National Association of City Transportation Officials’ Urban Bikeway Design Guide.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T26: Cul-de-sac Non-motorized Connectivity Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T64: Bicycle Network Master Planning Policy T65: Bicycle Network Policy T69: Road Projects with Bicycle Facilities Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The bikeway network must consist of either Class I, II, or IV infrastructure.	As networks expand, ensure safe, secure, and weather-protected bicycle parking facilities at origins and destinations. Also, implement alongside T-22-A, T-22-B, and/or T-22-C to ensure that micromobility options can ride safely along bicycle lane facilities and not have to ride along pedestrian infrastructure, which is a risk to pedestrian safety.	Refer to CAPCOA Manual, page 147.	Up to 0.5 percent from vehicle travel in the plan/community
23	T-21-A	Implement Conventional Carshare Program	This measure will increase carshare access in the user’s community by deploying conventional carshare vehicles. Carsharing offers people convenient access to a vehicle for personal or commuting purposes. This helps encourage transportation alternatives and reduces vehicle ownership, thereby avoiding VMT and associated GHG emissions. A variation of this measure, electric carsharing, is described in Measure T-21-B, Implement Electric Carshare Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The GHG mitigation potential is based, in part, on literature analyzing one-way carsharing service with a free-floating operational model. This measure should be applied with caution if using a different form of carsharing (e.g., roundtrip, peer-to-peer, fractional).	When implementing a carshare program, best practice is to discount carshare membership and provide priority parking for carshare vehicles to encourage use of the service.	Refer to CAPCOA Manual, page 151.	Up to 0.15 percent from vehicle travel in the plan/community
24	T-21-B	Implement Electric Carshare Program	This measure will increase carshare access in the user’s community by deploying electric carshare vehicles. Carsharing offers people convenient access to a vehicle for personal or commuting purposes. This helps encourage transportation alternatives and reduces vehicle ownership, thereby avoiding VMT and associated GHG emissions. This also encourages a mode shift from internal combustion engine vehicles to electric vehicles, displacing the emissions-intensive fossil fuel energy with less emissions-intensive electricity. Electric carshare vehicles require more staffing support compared to conventional carshare programs for shuttling electric vehicles to and from charging points. A variation of this measure, conventional carsharing, is described in Measure T-21-A, Implement Conventional Carshare Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The GHG mitigation potential is based, in part, on literature analyzing one-way carsharing service with a free-floating operational model. This measure should be applied with caution if using a different form of carsharing (e.g., roundtrip, peer-to-peer, fractional).	When implementing a carshare program, best practice is to discount carshare membership and provide priority parking for carshare vehicles to encourage use of the service.	Refer to CAPCOA Manual, page 158.	Up to 0.18 percent GHG reduction from vehicle travel in the plan/community. Please refer to VMT reduction formula on CAPCOA Manual, page 158.
25	T-22-A	Implement Pedal (Non-Electric) Bikeshare Program	This measure will establish a bikeshare program. Bikeshare programs provide users with on-demand access to bikes for short-term rentals. This encourages a mode shift from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. Variations of this measure are described in Measure T-22-B, Implement Electric Bikeshare Program, and Measure T-22-C, Implement Scootershare Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The GHG mitigation potential is based, in part, on literature analyzing docked (i.e., station-based) bikeshare programs. This measure should be applied with caution if using dockless (free-floating) bikeshare.	Best practice is to discount bikeshare membership and dedicate bikeshare parking to encourage use of the service. Also consider including space on the vehicle to store personal items while traveling, such as a basket.	Refer to CAPCOA Manual, page 160.	Up to 0.02 percent from vehicle travel in the plan/community
26	T-22-B	Implement Electric Bikeshare Program	This measure will establish an electric bikeshare program. Electric bikeshare programs provide users with on-demand access to electric pedal assist bikes for short-term rentals. This encourages a mode shift from vehicles to electric bicycles, displacing VMT and reducing GHG emissions. Variations of this measure are described in Measure T-22-A, Implement Pedal (Non-Electric) Bikeshare Program, and Measure T-22-C, Implement Scootershare Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The GHG mitigation potential is based, in part, on literature analyzing docked (i.e., station-based) bikeshare programs. This measure should be applied with caution if using dockless (free-floating) bikeshare.	Best practice is to discount electric bikeshare membership and dedicate electric bikeshare parking to encourage use of the service. Consider also including space on the vehicle to store personal items while traveling, such as a basket.	Refer to CAPCOA Manual, page 164.	Up to 0.06 percent from vehicle travel in the plan/community. This quantification methodology does not account for the miles traveled from vehicle travel of program employees picking up and dropping off bikes.
27	T-22-C	Implement Scootershare Program	This measure will establish a scootershare program. Scootershare programs provide users with on-demand access to electric scooters for short-term rentals. This encourages a mode shift from vehicles to scooters, displacing VMT and thus reducing GHG emissions. Variations of this measure are described in Measure T-22-A, Implement Pedal (Non-Electric) Bikeshare Program, and Measure T-22-B, Implement Electric Bikeshare Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	The GHG mitigation potential is based, in part, on literature analyzing docked (i.e., station-based) bikeshare programs. This measure should be applied with caution given the likely higher popularity of scootershare compared to bikeshare.	Best practice is to discount scootershare membership and dedicate scootershare parking to encourage use of the service. Consider also including space on the vehicle to store personal items while traveling, such as a basket.	Refer to CAPCOA Manual, page 168.	Up to 0.07 percent from vehicle travel in the plan/community. This quantification methodology does not account for the miles traveled from vehicle travel of program employees picking up and dropping off scooters.
28	T-23	Provide Community-Based Travel Planning	This measure will target residences in the plan/community with community-based travel planning (CBTP). CBTP is a residential-based approach to outreach that provides households with customized information, incentives, and support to encourage the use of transportation alternatives in place of single occupancy vehicles, thereby reducing household VMT and associated GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	CBTP involves teams of trained travel advisors visiting all households within a targeted geographic area, having tailored conversations about residents’ travel needs, and educating residents about the various transportation options available to them. Due to the personalized outreach method, communities are typically targeted in phases.	Pair with any of the Measures from T-17 through T-22-C to ensure that residents that are targeted by CBTP who want to use alternative transportation have the infrastructure and technology to do so.	Refer to CAPCOA Manual, page 172.	Up to 2.3 percent from vehicle travel in the plan/community

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VTM Reduction
29	T-24	Implement Market Price Public Parking (On-Street)	This measure will price all on-street parking in a given community, with a focus on parking near central business districts, employment centers, and retail centers. Increasing the cost of parking increases the total cost of driving to a location, incentivizing shifts to other modes and thus decreasing total VMT to and from the priced areas. This VMT reduction results in a corresponding reduction in GHG emissions.			Urban, suburban	Plan/Community	When pricing on-street parking, best practice is to allow for dynamic adjustment of prices to ensure approximately 85 percent occupancy, which helps prevent induced VMT due to circling behaviors as individuals search for a vacant parking space. In addition, this method should primarily be implemented in areas with available alternatives to driving, such as transit availability within 0.5. mile or areas of high residential density nearby (allowing for increased walking/biking). If the measure is implemented in a small area, residential parking permit programs should be considered to prevent parking intrusion on nearby streets in residential areas without priced parking.	Pricing on-street parking also helps support individual projects with priced onsite parking by removing potential alternative parking locations.	Refer to CAPCOA Manual, page 175.	Up to 30.0 percent from vehicle travel in the plan/community
30	T-25	Extend Transit Network Coverage or Hours	This measure will expand the local transit network by either adding or modifying existing transit service or extending the operation hours to enhance the service near the project site. Starting services earlier in the morning and/or extending services to late-night hours can accommodate the commuting times of alternative-shift workers. This will encourage the use of transit and therefore reduce VMT and associated GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T53: Adequate Transit Service Availability Policy T54: KART Expansion Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	There are two primary means of expanding the transit network: by increasing the frequency of service, thereby reducing average wait times and increasing convenience, or by extending service to cover new areas and times.	This measure is focused on providing additional transit network coverage, with no changes to transit frequency. This measure can be paired with Measure T-26, Increase Transit Service Frequency, which is focused on increasing transit service frequency, for increased reductions.	Refer to CAPCOA Manual, page 179.	Up to 4.6 percent from vehicle travel in the plan/community
31	T-26	Increase Transit Service Frequency	This measure will increase transit frequency on one or more transit lines serving the plan/community. Increased transit frequency reduces waiting and overall travel times, which improves the user experience and increases the attractiveness of transit service. This results in a mode shift from single occupancy vehicles to transit, which reduces VMT and associated GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T53: Adequate Transit Service Availability Policy T54: KART Expansion Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	Refer to measure description.	This measure is focused on providing increased transit frequency, with no changes to transit network coverage. This measure can be paired with Measure T-25, Extend Transit Network Coverage or Hours, which is focused on increasing transit network coverage, for increased reductions.	Refer to CAPCOA Manual, page 185.	Up to 11.3 percent GHG reduction from vehicle travel in the plan/community. Please refer to VMT reduction formula on CAPCOA Manual, page 185.
32	T-27	Implement Transit-Supportive Roadway Treatments	This measure will implement transit-supportive treatments on the transit routes serving the plan/community. Transit-supportive treatments incorporate a mix of roadway infrastructure improvements and/or traffic signal modifications to improve transit travel times and reliability. This results in a mode shift from single occupancy vehicles to transit, which reduces VMT and the associated GHG emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T39: Accommodating All Modes of Traffic Policy T54: KART Expansion Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	Treatments can include transit signal priority, bus-only signal phases, queue jumps, curb extensions to speed passenger loading, and dedicated bus lanes.	This measure could be paired with other Transit subsector strategies (Measure T-25 and Measure T-29) for increased reductions.	Refer to CAPCOA Manual, page 189.	Up to 0.6 percent from vehicle travel in the plan/community
33	T-28	Provide Bus Rapid Transit	This measure will convert an existing bus route to a bus rapid transit (BRT) system. BRT includes the following additional components, compared to traditional bus service: exclusive right-of-way (e.g., busways, queue jumping lanes) at congested intersections, increased limited-stop service (e.g., express service), intelligent transportation technology (e.g., transit signal priority, automatic vehicle location systems), advanced technology vehicles (e.g., articulated buses, low-floor buses), enhanced station design, efficient fare-payment smart cards or smartphone apps, branding of the system, and use of vehicle guidance systems. BRT can increase the transit mode share in a community due to improved travel times, service frequencies, and the unique components of the BRT system. This mode shift reduces VMT and the associated GHG emissions.			Urban, suburban	Plan/Community	The measure quantification methodology accounts for the increase in ridership from (1) improved travel times from transit signal prioritization, (2) increased service frequency, and (3) the unique ridership increase associated with a full-featured BRT service operating on a fully segregated running way with specialized (or stylized) vehicles, attractive stations, and efficient fare collection practices. To take credit for the estimated emissions reduction, the user should implement, at minimum, these components.	This measure could be paired with Measure T-25, Extend Transit Network Coverage or Hours, and Measure T-29, Reduce Transit Fares, for increased reductions.	Refer to CAPCOA Manual, page 193.	Up to 13.8 percent from vehicle travel in the plan/community. Please refer to VMT reduction formula on CAPCOA Manual, page 195.

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VTM Reduction
34	T-29	Reduce Transit Fares	This measure will reduce transit fares on the transit lines serving the plan/community. A reduction in transit fares creates incentives to shift travel to transit from single-occupancy vehicles and other traveling modes, which reduces VMT and associated GHG emissions. This measure differs from Measure T-8, Implement Subsidized or Discounted Transit Program, which can be offered through employer-based benefits programs in which the employer fully or partially pays the employee's cost of transit.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T90: Existing Network Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban	Plan/Community	Transit fare reductions can be implemented systemwide or in specific fare-free or reduced-fare zones.	This measure could be paired with other Transit subsector strategies (Measure T-25, Extend Transit Network Coverage or Hours, and Measure T-26, Increase Transit Service Frequency) for increased reductions.	Refer to CAPCOA Manual, page 200.	Up to 1.2 percent from vehicle travel in the plan/community
35	T-30	Use Cleaner-Fuel Vehicles	This measure requires use of cleaner-fuel vehicles in lieu of similar vehicles powered by gasoline or diesel fuel. Cleaner-fuel vehicles addressed in this measure include electric vehicles, natural gas and propane vehicles, and vehicles powered by biofuels such as composite diesel (blend of renewable diesel, biodiesel, and conventional fossil diesel), ethanol, and renewable natural gas. The full GHG emissions impact of cleaner fuels depends on the emissions from the vehicle's tailpipe as well as the emissions associated with production of the fuel (sometimes termed "upstream" emissions). For example, tailpipe GHG emissions from renewable natural gas are identical to tailpipe GHG emissions from conventional natural gas; the GHG benefits of renewable natural gas come from the fact that it is produced from biomass. Similarly, BEVs have zero tailpipe emissions, but properly accounting for their GHG impacts requires quantifying the emissions associated with the electricity generation needed to charge the vehicle's batteries.			Not-applicable	Project/Site or Plan/Community	-	If using electric vehicles, pair with Measure T-14 to ensure that electric vehicles have sufficient access to charging infrastructure.	-	-
36	T-31-A	Locate Project in Area with High Destination Accessibility	The measure requires development in an area with high accessibility to destinations. Destination accessibility is measured in terms of the number of jobs or other attractions (e.g., schools, supermarkets, and health care services) that are reachable within a given travel time or travel distance, and tends to be highest at central locations and lowest at peripheral ones. When destinations are nearby, the travel time between them is less, thus increasing the potential for people to walk and bike to those destinations and, therefore, reducing the VMT and associated GHG emissions. As an implementation consideration, projects should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design.		Policy L111: Complete Neighborhoods Policy L112: Centralized Amenities Policy L114: Service and Facilities Policy L117: Neighborhood Retail Goods and Services Policy L118: Full Service Grocery Stores	Urban, suburban	Project/Site	-	This is a variation of measure T-31-B.	-	-
37	T-31-B	Improve Destination Accessibility in Underserved Areas	This measure accounts for the VMT reduction that would be achieved by constructing job centers or other attractions (e.g., schools, supermarkets, and health care services) for residents in underserved areas (e.g., food deserts). When destinations are nearby, the travel time between them is less, thus increasing the potential for people to walk and bike to those destinations, reducing VMT and associated GHG emissions. As an implementation consideration, projects should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design.		Policy L111: Complete Neighborhoods Policy L112: Centralized Amenities Policy L114: Service and Facilities Policy L117: Neighborhood Retail Goods and Services Policy L118: Full Service Grocery Stores	Urban, suburban	Plan/Community	-	This is a variation of measure T-31-A.	-	-
38	T-32	Orient Project Toward Transit, Bicycle, or Pedestrian Facility	This measure requires projects to minimize setback distance between the project and planned or existing transit, bicycle, or pedestrian corridors. A project that is designed around an existing or planned transit, bicycle, or pedestrian corridor encourages sustainable mode use. As an implementation consideration, projects should consider accessibility by people of all functional abilities and incorporate design principles such as Universal Design.			Urban, suburban, rural	Project/Site	-	-	-	-
39	T-33	Locate Project near Bike Path/Bike Lane	This measure requires projects to be located within 0.5-mile bicycling distance to an existing Class I or IV path or Class II bike lane. A project that is designed around an existing or planned bicycle facility encourages sustainable mode use. The project design should include a comparable network that connects the project uses to the existing off-site facilities that connect to work/retail destinations. As an implementation consideration, projects should provide sufficient and convenient bicycle parking and long-term storage, ideally near the bike lane itself, for residents, employees, and visitors, and a bicycle repair station with tools and equipment.			Urban, suburban	Project/Site	-	This measure can be implemented with Measure T-9.	-	-
40	T-34	Provide Bike Parking	This measure requires projects provide short-term and long-term bicycle parking facilities to meet peak season maximum demand. Parking can be provided in designated areas or added within rights-of-way, including by replacing parking spaces with bike parking corrals. Ensure that bike parking can be accessed by all, not just project employees or residents.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T66: Public Bicycle Parking Policy T90: Existing Network Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban, rural	Project/Site or Plan/Community	-	-	-	-

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
41	T-35	Provide Traffic Calming Measures	This measure requires projects to include pedestrian/bicycle safety and traffic calming measures above jurisdictional requirements. Roadways should also be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others. Providing traffic calming measures encourages people to walk or bike instead of using a vehicle. This mode shift will result in a decrease in vehicle miles traveled. Traffic calming also promotes active transportation, which improves physical health.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T48: Traffic Calming Policy T64: Bicycle Network Master Planning Policy T70: Pedestrian Connections Policy T71: Pedestrian and Bicycle Crossings Policy T72: Reduction of Pedestrian Barriers Policy T88: People Movement Policy T91: Alternative Modes Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban, rural	Plan/Community	-	-	-	-
42	T-36	Create Urban Non-Motorized Zones	The measure requires projects to convert a percentage of its roadway miles to transit malls, linear parks, or other non-motorized zones. These features encourage non-motorized travel and thus a reduction in vehicle miles traveled. This measure is only applicable to projects located in urban environments. Consider access issues for paratransit users and those with mobility impairments.			Urban	Plan/Community	-	-	-	-
43	T-37	Dedicate Land for Bike Trails	This measure requires projects to provide for, contribute to, or dedicate land for the provision of off-site bicycle trails linking the project to designated bicycle commuting routes in accordance with an adopted citywide or countywide bikeway plan. Existing desire paths can make good locations, as it represents a community-identified transportation need.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T8: [Provide] an interconnected bikeway and community pedestrian network that facilitates and encourages nonmotorized travel throughout Hanford. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T39: Accommodating All Modes of Traffic Policy T40: Pedestrian and Bicycle Placemaking Policy T43: Safe Routes to Schools Program Policy T64: Bicycle Network Master Planning Policy T65: Bicycle Network Policy T69: Road Projects with Bicycle Facilities Policy T88: People Movement Policy T91: Alternative Modes	Urban, suburban, rural	Plan/Community	-	-	-	-
44	T-38	Provide First and Last Mile TNC Incentives	This measure requires a first-last mile partnership between a municipality/transit agency and a transportation network company (TNC) for subsidized, shared TNC rides to or from the local transit station within a specific geographic area. This measure encourages a shift to transit mode for longer trips. Consider providing inclusive mechanisms so people without bank accounts, credit cards, or smart phones can access the incentives.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T11: [Encourage] passenger rail service that is integrated with other modes of travel. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T79: Multi-modal Connection to Amtrak Policy T88: People Movement Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban, rural (only if the project is adjacent to a commuter rail station with convenient rail service to a major employment center)	Plan/Community	-	-	-	-
45	T-39	Implement Preferential Parking Permit Program	This measure requires projects provide preferential parking in terms of free or reduced parking fees, priority parking, or reserved parking in convenient locations (such as near public transportation or building entrances) for commuters who carpool, vanpool, ride-share or use sustainably fueled vehicles. Projects should also provide wide parking spaces to accommodate vanpool vehicles. Commercial preferential parking can accommodate workers who work non-standard hours by providing opportunities to participate. Residential preferential parking can consider an equitable distribution of permits, giving priority to owners of sustainably fueled vehicles.	Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T90: Existing Network Policy T92: Amenities that Support Alternative Modes of Transportation	Urban, suburban	Project/Site	-	-	-	-
46	T-40	Implement School Bus Program	This measure will provide school bus service transporting students to a school project. A school bus service can reduce the number of private vehicle trips to drop-off or pick-up students, thereby reducing VMT and associated GHG emissions, as well as onsite air pollution emissions, especially if the bus is zero emissions. Best practices include concentrating service for students who live further away from schools, providing service both before and after school, and encouraging parents to utilize the service. This measure is more effective at schools that draw students from a larger enrollment area, such as high schools or private schools.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban, rural	Project/Site	-	-	-	-
47	T-41	Implement a School Pool Program	This measure requires projects create a ridesharing program for school children. Most school districts provide bussing services to public schools only. School pool helps match parents to transport students to private schools, or to schools where students cannot walk or bike but do not meet the requirements for bussing. A school pool program can help reduce onsite air pollutant emissions at the school by reducing private vehicle trips, especially if the pool vehicle is zero emissions.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban, rural	Project/Site	-	-	-	-

Attachment: City of Hanford VMT Thresholds and Implementation Guidelines_10-24-2022 (Study Session - VMT Guidelines)

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
No.	Mitigation Measure No.										
48	T-42	Implement Telecommute and/or Alternative Work Schedule Program	This measure requires projects to permit employee telecommuting and/or alternative work schedules and monitor employee involvement to ensure forecasted participation matches observed participation. While this measure certainly reduces commute-related VMT, recent research has shown that total VMT from telecommuters can exceed VMT from non-telecommuters. In addition, telecommuting affects commercial and residential electricity use, complicating the calculation of the net effect and attribution of emissions. More specifically, an office with fewer employees could result in a decrease in the project's energy used to operate equipment and provide space heating and air conditioning. Conversely, an increase in telecommuters using their private homes as workspaces could result in a residential increase in energy for those same end uses and appliances. While this measure is currently not quantified and, according to some studies, could result in total VMT increases and other disbenefits, it is recommended that users review the most recent literature at the time of their project initiation to see if new findings more conclusively support a quantifiable emissions reduction.		Policy T91: Alternative Modes	Urban, suburban, rural	Project/Site	-	-	-	-

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA Mitigation Measure No.		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
49	T-43	Provide Real-Time Transit Information	This measure requires projects provide real-time bus/train/ferry arrival time, travel time, alternative routings, or other transit information via electronic message signs, dedicated monitor or interactive electronic displays, websites, or mobile apps. This makes transit service more convenient and may result in a mode shift from auto to transit, which reduces VMT.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.		Urban, suburban, rural	Plan/Community				
50	T-44	Provide Shuttles (Gas or Electric)	This measure will provide local shuttle service through coordination with the local transit operator or private contractor. The shuttles will provide service to and from commercial centers to nearby transit centers to help with first and last mile connectivity, thereby incentivizing a shift from private vehicles to transit, reducing associated GHG emissions. Electric shuttle vehicles provide a marginally more effective reduction to GHG emissions compared to gas- or diesel-fueled shuttles due to their use of less emissions-intensive electric power. Shuttles that serve only the project residents and/or employees may be seen as increasing gentrification and exclusionary. Consider allowing all people to use the shuttle, regardless of status. Note that this measure can also be implemented at the Project/Site scale by a large employer as part of a Trip Reduction Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T50: Carpool Programs Policy T58: Vanpool Programs Policy T79: Multi-modal Connection to Amtrak Policy T88: People Movement Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site				
51	T-45	Provide On-Demand Microtransit	This measure will provide small-scale, on-demand public transit services that can offer fixed routes and schedules or flexible routes and on-demand scheduling (e.g., Metro Micro) through coordination with the local transit operator or private contractor. Microtransit aims to offer shorter wait times and improved reliability compared to the bus and rail system to further incentivize alternative transportation modes that are less emissions-intensive than private vehicle trips. On-demand rides can be booked using smartphone applications or call centers. Note that this measure may also be applicable at the Project/Site scale for a large employer (e.g., Google's Via2G pilot) as part of a Trip Reduction Program.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T53: Adequate Transit Service Availability Policy T54: KART Expansion Policy T79: Multi-modal Connection to Amtrak Policy T88: People Movement Policy T89: High Occupancy Vehicles Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Project/Site or Plan/Community				
52	T-46	Improve Transit Access, Safety, and Comfort	This measure requires projects improve transit access and safety through sidewalk/crosswalk safety enhancements, bus shelter improvements, improved lighting, and other features. Work with the community to determine barriers to use, most desired improvements, and other access challenges.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers. Goal T6: [Encourage] a convenient and efficient transit system that serves as an alternative to automobile travel and meets basic transportation needs of the transit dependent. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T39: Accommodating All Modes of Traffic Policy T55: Transit Stops Policy T56: Improve Access to Transit Stops Policy T88: People Movement Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban, rural (only if the project is adjacent to a commuter rail station with convenient rail service to a major employment center, or if there is available transit and the project is close to jobs/services)	Plan/Community				

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA											
No.	Mitigation Measure No.	Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
52	T-47	Provide Bike Parking Near Transit	This measure requires the project to provide short-term and long-term bicycle parking near rail stations, transit stops, and freeway access points where there are commuter or rapid bus lines. Include locations for shared micromobility devices as well as higher-security parking for personal bicycles.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T11: [Encourage] passenger rail service that is integrated with other modes of travel. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T66: Public Bicycle Parking Policy T79: Multi-modal Connection to Amtrak Policy T90: Existing Network Policy T91: Alternative Modes	Urban, suburban	Plan/Community	-	-	-	-
53	T-48	Implement Area or Cordon Pricing	This measure requires projects implement a cordon pricing scheme. The pricing scheme will set a cordon (boundary) around a specified area to charge a toll to enter the area by vehicle. The cordon location is usually the boundary of a central business district or urban center but could also apply to substantial development projects with limited points of access. The toll price can be based on a fixed schedule or be dynamic, responding to real-time congestion levels. It is critical to have an existing, high quality transit infrastructure for the implementation of this strategy to reach a significant level of effectiveness. The pricing signals will only cause mode shifts if alternative modes of travel are available and reliable. This measure should provide an exception for low-income residents or workers within the pricing zone.			Urban	Plan/Community	-	-	-	-
54	T-49	Replace Traffic Controls with Roundabout	This measure requires projects install a roundabout as a traffic control device to smooth traffic flow, reduce idling, eliminate bottlenecks, and manage speed. In some cases, roundabouts can improve traffic flow and reduce emissions. The emission reduction depends heavily on what the roundabout is compared to (e.g., uncontrolled intersection, stop sign, traffic signal). Design roundabout so cyclists have the option to join traffic or bypass the roundabout with an adjacent path.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T3: [Develop] city streets that meet the needs of bicyclists, pedestrians, children, motorists, persons with disabilities, the elderly, users of public transportation, and commercial goods movers.	Policy T48: Traffic Calming	Urban, suburban, rural	Plan/Community	-	-	-	-
55	T-50	Required Project Contributions to Transportation Infrastructure Improvement	This measure requires projects contribute to traffic-flow improvements or other multi-modal infrastructure projects that reduce emissions and are not considered as substantially growth inducing. The local transportation agency should be consulted for specific needs. Larger projects may be required to contribute a proportionate share to the development and/or continuation of a regional transit system. Contributions may consist of dedicated right-of-way, capital improvements, or easements. Ensure the jurisdictional fee system does not disadvantage infill projects over greenfield projects.			Urban, suburban, rural	Plan/Community	-	-	-	-
56	T-51	Install Park-and-Ride Lots	This measure requires projects install park-and-ride lots near transit stops and high occupancy vehicle lanes. Park-and-ride lots also facilitate car- and vanpooling. Parking lots can also incorporate cool pavements, tree canopy, or solar photovoltaic shade canopies to reduce the urban heat island effect as well as evaporative emissions from parked vehicles and dedicated electric vehicle parking spots and/or charging infrastructure.	Goal T1: [Develop] a comprehensive, multi-modal motorized and non-motorized transportation system that improves the quality of life and facilitate the efficient movement of people and goods. Goal T2: [Promote] increased use of shared and non-motorized transportation alternatives resulting in a per capita reduction in VMT and GHG emissions. Goal T11: [Encourage] passenger rail service that is integrated with other modes of travel. Goal T12: [Encourage] improved performance and expanded capacity of the street network by means other than roadway widening or construction.	Policy T59: Transit Parking Lots Policy T79: Multi-modal Connection to Amtrak Policy T90: Existing Network	Suburban, rural	Plan/Community	-	-	-	-
57	T-52	Designate Zero Emissions Delivery Zones	This measure requires the municipality to designate certain curbside locations as commercial loading zones exclusively available for zero-emission commercial delivery vehicles. Doing so replaces tailpipe diesel emissions from last-mile delivery vehicles as well as heavy duty drayage trucks moving goods with less emissions-intensive electric vehicles and potentially micromobility for food and parcel delivery. Locations should be prioritized based on land use density and existing exposure from air pollution.			Urban	Plan/Community	-	-	-	-

Table F - Vehicle Miles Traveled Mitigation Measures for Land Development Projects

CAPCOA		Mitigation Measure	Measure Description	Related City of Hanford General Plan Goal	Related City of Hanford General Plan Policy	Locational Context	Scale of Application	Implementation Requirements	Expanded Mitigation Options	Formula	VMT Reduction
No.	Mitigation Measure No.										
58	T-53	Electrify Loading Docks	This measure will require that Transport Refrigeration Units and auxiliary power units (APUs) be plugged into the electric grid at the loading dock instead of running on diesel. The indirect GHG emission from electricity generation can partially offset the emissions reduction from fuel reductions. Electrifying loading docks can reduce exposure to air pollutants for workers and drivers.			Urban, suburban, rural	Project/Site	-	-	-	-
59	T-54	Install Hydrogen Fueling Infrastructure	The measure requires projects to implement accessible hydrogen fuel cell fueling infrastructure. Drivers of fuel cell electric vehicles (FCEV), from individual passenger vehicles to haul truck fleets, will be able to refuel using this infrastructure. The expansion of hydrogen fueling locations indirectly supports the uptake of FCEV in place of the typical internal combustion engine vehicle fueled by carbon-emitting gasoline and diesel.			-	Project/Site or Plan/Community	-	-	-	-

Source: Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, Final Draft, by the California Air Pollution Control Officers Association, December 2021.



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: B
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SUBJECT:

Presentation, Council Discussion and Direction related to several upcoming annexations, an amendment to the Sphere of Influence, and related General Plan Amendments and pre-zoning.

BACKGROUND

City Staff intends to begin the process to initiate several annexations, a Sphere of Influence amendment, general plan amendments and pre-zoning.

The proposed annexations consist of three projects:

- Hanford Industrial Park annexation;
- Heroes Park annexation; and
- The annexation of several substantially surrounded islands.

In addition to the proposed annexations, the City will also need to amend the Sphere of Influence in several areas of the City. As part of the annexation and Sphere of Influence amendment the City will need to pre-zone several properties and process a general plan amendment, which will include the completion of the conversion of the Hidden Valley property from Residential use to Open Space.

In order to initiate this process, City Staff will need to circulate a Request for Proposals for a consultant to assist in the completion of the annexation application, complete the CEQA process and conduct public outreach. The purpose of this Study Session is to get Council direction on the proposed elements of this large projects so that the Scope of Work for the RFP can be completed and the work can commence.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022

AGENDA SECTION: C

SUBJECT:

Public Work: Presentation by ENGIE Services regarding their proposal to perform modernization upgrades to the City's wastewater treatment facility via the design-build process.

RECOMMENDATION:

It is recommended that Council consider the ENGIE proposal and authorize them to move forward with the next step of refining the project scope. No monetary commitment is being requested at this time.

BACKGROUND:

The City's wastewater treatment facility is a multi-million dollar facility with an annual operating budget in excess of \$5 million. The current configuration of the plant is such that there are essentially two plants operating in parallel. The "old" side of the plant is a trickling filter plant that handles about 40% of the daily flow. The "new" side of the plant consists of an extended aeration ditch and handles the remaining 60% of flow.

Parallel operation of essentially two plants is inherently inefficient. Furthermore, the age, condition, and processes of the "old" plant necessitates significantly more maintenance, operational care, and power than does the "new" plant. In fact, maintenance costs of the "old" plant make up approximately 75% of all plant-wide costs and uses 50% more energy than does the "new" plant.

ENGIE approached the City with a proposal to design an expansion of the "new" plant at their cost, and then to construct the facilities. Their proposal would allow the City to pay for the cost of construction over time. ENGIE's proposal includes estimated cost savings over a 25 year period which will essentially become a lease payment to ENGIE. All savings thereafter will accrue to City, which is estimated to total \$24M over the project's 35 year lifespan.

ENGIE is introducing this proposal to Council at the November 1, 2022 meeting. It is being requested that Council show a good-faith interest in the project and the design-build process.

Upon such direction, staff will work with ENGIE to refine the proposed project and will return at a future Council meeting to present a final proposal, at which time Council will be asked to authorize ENGIE to move forward with design (at no cost to City). Upon design completion, City will be asked to authorize ENGIE to move forward with project implementation and construction.

It should be noted that the "old" plant will require approximately \$3M in maintenance costs over the next two years to rehabilitate structures and replace equipment. The majority of this cost can be avoided by expanding the "new" plant.

FISCAL IMPACT:

No fiscal impact at this time.

ATTACHMENTS:



**AGENDA
STAFF REPORT**

MEETING DATE: 11/1/2022

AGENDA SECTION: B

SUBJECT:

City Clerk: Approval of the Minutes of the August 16, 2022 Meeting

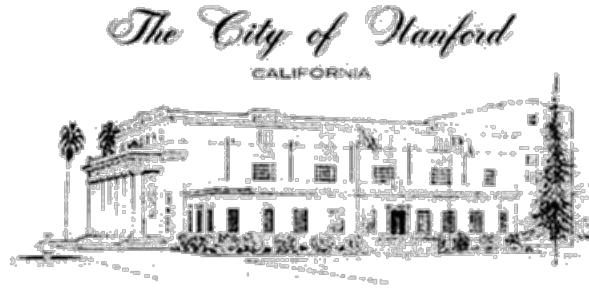
Recommendation:

Approve the minutes of the August 16, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

8.16.2022



CITY COUNCIL MEETING MINUTES

**August 16, 2022 7:00 PM
Council Chambers
400 N. Douty St.**

5:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Morrow called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK :

Present: Kalish Morrow, Francisco Ramirez, Amanda Saltray, Art Brieno

Absent: Diane Sharp

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Dennis Ham commented on the sign ordinance and expressed his concerns regarding political signs.

Chad Draxler commented on the sign ordinance restrictions. He also expressed his concerns about the need for more patrolling officers in the downtown area.

STUDY SESSION:

A. Discussion of Automated Meter Reading System evaluation and options

Public Works Director John Doyel and Deputy Public Works Director Jim Ross discussed the current conditions of the system, non-functional equipment and the need for equipment to be repaired and replaced. Staff presented three options for the Council's review and consideration:

- Option 1A: Replace All Non-functioning Zenner Equipment with Different Brand
Total cost ~ \$2,000,000 (\$500 per site)
Note: cost could be up to 50% higher depending on number of non-functioning sites.
- Option 1B: Replace All Zenner Equipment
Total cost ~ \$8,150,000 (\$453 per site)
Completely new system

- Option 2: Repair Zenner Equipment

Estimated cost of Phase 1, equipment, and labor, ~\$313,000

This would return the system to better than 97% functionality

Phase 2: Sweep the remaining 14,000 sites and test, repair / replace as needed

Estimated time frame of 34 weeks

Estimated cost of Phase 2, equipment, and labor, ~ \$136,00

Because number of non-functioning sites could be as high as 6000, staff recommends an appropriation of \$750,000 be made from Water Capital reserves for the project.

Staff addressed the Council's questions and concerns. After much discussion the Council directed staff to move forward with option number 2.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

B. Presentation and Consideration of the City's Sign Ordinance

Deputy City Manager Waters presented and discussed the Sign Ordinance, Hanford Municipal Code Chapter 17.56. The Council discussed increasing the duration of use for temporary signs to 60 days. They also discussed mural restrictions and the approval process. Staff addressed the Council's questions and concerns. Staff will prepare some options to be discussed at future Study Session for the Council's review and direction.

The Council convened to closed session at 6:00 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-LABOR NEGOTIATIONS (GC 54957.6):

Agency Designated Representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.

Employee Organization: Service Employees International Union Local 521 (SEIU)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (GC 54956.9):

Litigation threatened over development project site claim.

CALL TO ORDER REGULAR SESSION:

Mayor Morrow called the meeting to order at 7:00 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Absent	
Art Brieno	Council Member	Present	4:57 PM
Kalish Morrow	Mayor	Present	4:50 PM
Amanda Saltray	Council Member	Present	4:40 PM
Francisco Ramirez	Council Member	Present	4:47 PM

INVOCATION:

The invocation was led by Reverend Bobby Guerra.

FLAG SALUTE:

The flag salute was led by Mayor Morrow.

CLOSED SESSION ACTION REPORT:

None.

RECOGNITIONS/PROCLAMATIONS:

Fire: Recognition of Retired Fire Captain David Sumaya for his 33 years of dedicated service to the City of Hanford.

Fire Chief Steve Pendergrass recognized retired Captain David Sumaya. Congressman David Valadao presented Mr. Sumaya with a Certificate of congressional recognition.

COUNCIL GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

Council Members Ramirez, Saltray and Mayor Morrow discussed the meetings and events they attended. Council Member Saltray invited the public to volunteer to help with the fire station repairs. Council Member Brieno had nothing to report.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

A maximum of *three minutes* is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

Daniel Leon commented on a complaint that he filed on the police department. He provided his background in law enforcement and demanded a written apology from the officer in question.

Christopher Johnson commented on his claim against the city, item E on the consent calendar. The item was b pulled from the consent calendar for separate discussion.

Lou Martinez commented on the high temperatures this summer and asked the Council to extend the hours of the Plunge pool and the park splash pads. He also commented on the condition of the splash pads.

Bob Ramos commented on the discussion of the traffic circles project. He suggested letting the community decide how the ARPA funds should be used.

Stella Yarbrough addressed the City Manager's salary increase and asked that it be postponed. She also commented on homelessness.

Chad Draxler thanked Lou Martinez for addressing the park splash pads. He also commented on the traffic circles project and the Mayor's social media page.

John Doyel addressed the public's comments on the traffic circles project. He also provided the background and the benefits of the project.

Michael Quinn commented on the traffic circles project. He also provided his experience biking on roundabouts. He suggested putting them in a busier area of the city.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Item E was pulled during public comment. Council Member Brieno pulled item H.

Motion to approve the consent calendar except for the items pulled for separate discussion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Michael Ramirez.
- C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jagar Singh Estate & Family Members.
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Joseph B. McCasland.
- E. City Clerk: Approval of the Minutes of the April 19, 2022 Meeting
- F. Public Works: Approve a Notice of Completion for the FY 21-22 Pavement Resurfacing Project and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

PULLED ITEMS:

- 1. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Christopher Johnson.

[Item E]

Pulled by the claimant during public comment.

City Manager Cifuentez discussed the claim. Mr. Johnson discussed the damages and provided the background. He asked the Council to settle the claim and questioned the scheduled maintenance of the tree. He also answered questions from the Council. City Attorney Ty Mizote addressed the process of denying the claim. After a brief discussion, Council Member Ramirez motioned to table the item.

RESULT:	TABLED [3 TO 1]
MOVER:	Amanda Saltray, Francisco Ramirez
SECONDER:	Art Brieno, Council Member
AYES:	Brieno, Saltray, Ramirez
NAYS:	Morrow
ABSENT:	Sharp

2. Public Works: Authorization to reimburse Presidio JJR Bella Vista 128, LLC., \$647,041.54 for the construction of off-site street improvements along the development frontage of Tract No. 919, Unit No. 1, authorize an additional appropriation of \$447,041.54 from the Transportation Impact Fee Reserves, reimburse \$25,533.45 for the oversizing of the water main within Centennial Drive from an 8 inch to an 18 inch, and reimburse \$9,752.00 for the oversizing of the sewer main within Centennial Drive from an 8 inch to an 12 inch. (Centennial Drive and Fargo Avenue)

[Item H]

Pulled by Council Member Brieno.

Public Works Director John Doyel discussed the project and answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Francisco Ramirez
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

PUBLIC HEARINGS:

- A. Finance: Public Hearing and Adoption of Resolution 22-34-R to authorize a comprehensive Master Fee Schedule for Fiscal Year 2022-23 which includes proposed new fees, deletion of fees and increases/adjustments to existing fees.

Mayor Morrow opened the public hearing at 7:52 p.m. and called for the staff report. Finance Manager Destiny Borba presented the staff report and discussed the amendments. Council Member Brieno expressed his concerns of the required utility service deposit fee and hardships of customers. He suggested lowering the fee. Staff addressed Mr. Brieno's concerns and reminded the Council of the revised Water Service Discontinuance Policy. Council directed staff to create a payment plan policy.

Public Comments:

None.

Motion to approve.

Mayor Morrow closed the public hearing at 8:03 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

GENERAL BUSINESS:

- A. Parks and Community Services: Approval of a sole-source contract agreement with Sebastian Corporation for the design/build contract for the Civic Park Electrical Infrastructure Project in the amount of \$159,194.12 and appropriate \$175,113 including 10% contingency reserve from the ACO Fund for the project.

Parks and Community Service Director Brad Albert discussed the project and background. Staff answered questions from the Council. Dir. Albert also discussed the timeline for the Winter Wonderland. Mayor Morrow expressed her concerns regarding the timeline and suggested increasing the contingency reserve to 15%. Finance Director Chris Tavaréz spoke in favor of the suggested increase. After much discussion, Council Member Saltray made the motion to approve with the amendment to increase the contingency reserve fee to 15%.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray, Council Member
SECONDER:	Kalish Morrow, Mayor
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

COUNCIL COMMENTS AND COMMUNICATION:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

Council Future Agenda Items

City Manager Cifuentez and Mayor Morrow recognized Public Works Director John Doyel.

Parks and Community Services Director Brad Albert addressed the comments made regarding the hours of the Plunge pool and splash pads. He also stated he will follow up on the condition of the splash pads.

It was a Council consensus to cancel the September 6th regular City Council meeting due to the conflict in traveling dates for the League of California Cities Annual Conference.

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 8.16.2022 (Clerk: 8.16.2022 Minutes)



**AGENDA
STAFF REPORT**

MEETING DATE: 11/1/2022	AGENDA SECTION: C
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SUBJECT:

City Clerk: Approval of the Minutes of the September 20, 2022 Meeting

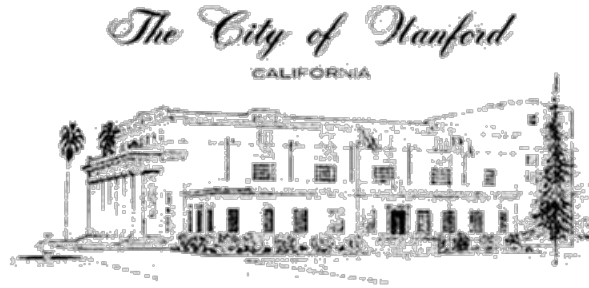
Recommendation:

Approve the minutes of the September 20, 2022 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

9.20.2022



CITY COUNCIL MEETING MINUTES

**September 20, 2022 7:00 PM
Council Chambers
400 N. Douty St.**

5:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Morrow called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Kalish Morrow, Diane Sharp, Francisco Ramirez, Amanda Saltray, Art Brieno.

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

None.

STUDY SESSION :

A. Presentation by the Carnegie Museum of Kings County (CMKC) regarding Facility Improvements and Programs offered by the Organization

The Carnegie Museum Executive Director Jack Schwartz provided a background, discussed facility repairs, exhibits, events, and partnerships with other agencies and non-profits. He thanked the city for their support. The Council commended Mr. Schwartz and thanked him for the presentation.

B. Presentation by Flock Safety on the proposed use of License Plate Reading (LPR) cameras and technology by the Hanford Police Department to assist with crime follow-up.

Police Chief Parker Sever and Police Sgt. Justin Vallin provided an overview of the cameras and discussed how they will benefit the city and the department. Flock Safety Territory Sales Manager Anton Benbalit provided the background of Flock Safety and discussed the operating system. He also shared success stories from other agencies. Staff answered questions from the Council. Vice Mayor Sharp and Council Member Ramirez spoke in support of the cameras. Mayor Morrow expressed her concerns regarding the possible controversy. The Council directed staff to bring back a proposal for their review and consideration.

The Council convened to closed session at 6:14 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL-LABOR NEGOTIATIONS (GC 54957.6):

Attachment: 9.20.2022 (Clerk: 9.20.2022 Minutes)

Agency Designated Representatives: Che Johnson, Mario Cifuentez, Sarah Cardoza, Chris Tavarez, and Brenda Garcia.

Employee Organizations: Hanford Police Officers Association (POA) and Service Employees International Union Local 521 (SEIU)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (GC 54956.9(D)(2)):

Anticipated litigation over liability claim.

CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS (GC 54956.8):

Property: APNs 028-240-018, 028-240-020, 08-310-005, 028-310-007, 028-310-008, 028-310- 025

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiating Party: City Farm Industries, Inc.; Ross Lyndon-James and Mark Askey

CALL TO ORDER REGULAR SESSION:

Mayor Morrow called the meeting to order at 7:00 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	4:35 PM
Art Brieno	Council Member	Present	4:59 PM
Kalish Morrow	Mayor	Present	4:46 PM
Amanda Saltray	Council Member	Present	4:52 PM
Francisco Ramirez	Council Member	Present	4:30 PM

INVOCATION:

The invocation was led by Pastor John Malogi.

FLAG SALUTE:

Mayor Morrow led the flag salute.

CLOSED SESSION ACTION :

None.

COUNCIL GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

The Council discussed the events and meetings they attended. Council Member Ramirez addressed social media comments regarding his guest at the League of California Cities Annual Conference and apologized to the Council and the community.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to

comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Rose Shapely provided a letter with her suggestions for the refuse department.

Daniel Leon provided the Council with a letter addressing his concerns regarding illegal activity in the city.

Larry Faria commented on the traffic circles project and suggested city funds be used for city parks.

Lynn Nelson commented on the traffic circles and spoke in opposition of the project.

Rusty Brookshier spoke in opposition of the traffic circles.

Lee Caetano requested to pull item J from the consent calendar.

Bob Ramos commented on the traffic circles project and spoke in opposition of the project.

Lou Martinez commented on the ARPA funds and the traffic circles project. He requested the Council hold a public hearing for the project.

Mayor Morrow addressed the public's concerns of the traffic circles project.

Mark Kairis commented on the Bob Hill sports complex lighting and shared his concerns regarding the safety of the youth organizations that use the field.

Jim Nelson expressed his concern regarding the traffic circles project.

Stella Yarbrough commented on the areas in the city that need attention. She also spoke in opposition of the traffic circles project.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Item J was pulled during public comment and the Council pulled items L, O, P, and U.

Motion to approve the consent calendar except for the items that were pulled for separate consideration.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Tanya McBroom.

- C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jorge Garoy.
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jose Luis Gallardo.
- E. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jacquelyn Johnson.
- F. City Clerk: Approval of the Minutes of the April 5, 2022 Meeting
- G. City Clerk: Approval of the Minutes of the May 3, 2022 Meeting
- H. City Clerk: Approval of the Minutes of the May 17, 2022 Meeting
- I. City Clerk: Approval of the Minutes of the May 31, 2022 Special Meeting
- J. Administration: Adoption of Resolution 22-37-R, Conflict of Interest Code, Designating the Filing Obligations for designated Employees
- K. Public Works: Approval of the suggested Routes to School for Hanford Elementary School District and Saint Rose-Thomas McCarthy School for the upcoming 2022-23 School Year
- L. Public Works: Approval of the Suggested Routes to School plan for the Pioneer Union School District for the upcoming 2022-23 School Year
- M. Public Works: Approval for the purchase of residential and commercial trash, recycle, and organics containers from Wastequip of Statesville, NC in an amount not to exceed \$590,000 for fiscal year 2022/23 and appropriation of funds for the purchase.
- N. Public Works: Approval of the Notice of Completion for Tract No. 928 Unit No. 2; Authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- O. Public Works: Approval of a payment to Wastequip Mfg. Toter, LLC, for the purchase of refuse containers for Refuse Operations, in the amount is \$115,432.50
- P. Public Works: Purchase of one Red Devil paint mixer from Roadline Products, of Norwalk, CA in the amount of \$12,548.47; declare equipment number 175, commercial paint shaker, as surplus, and appropriate \$12,548.47 from Fleet Replacement Reserve for the purchase.
- Q. Police: Approval of a Memorandum of Understanding (MOU) with the Kings County Office of Education (KCOE) for the installation, maintenance and access of Hanford Police And Fire radio equipment on KCOE tower sites.
- R. Police: Authorization of a Sole-Source Purchase of One (1) 2022 Dodge Durango Pursuit vehicle from Wondries Fleet Group, of Watsonville, Ca.; Appropriation of \$61,056 from the General Fund for the vehicle purchase for a corporal position in the Traffic Enforcement Division with \$46,872.50 of the cost to be covered by grant reimbursement.

Attachment: 9.20.2022 (Clerk: 9.20.2022 Minutes)

PULLED ITEMS::

1. Administration: Approval of Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 with changes to wages, benefits, and other working conditions, effective July 1, 2022 through June 30, 2025.

[Item J]

Pulled during public comment by Mr. Lee Caetano.

Mr. Lee Caetano, a city employee, requested the agreement take effect for the current pay period. He also mentioned his request for a special meeting to approve the agreement sooner. Human Resources Manager Sarah Cardoza and Finance Director Chris Tavaréz discussed the negotiation process and the effective date and answered questions from the Council. After a brief discussion, Vice Mayor Sharp made the motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

2. IT: Approval of the Annual Purchase of Microsoft Software Licensing in the amount of \$53,782.07

[Item L]

Pulled by Council Member Saltray.

Finance Director Tavaréz answered questions from Council Member Saltray.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

3. Public Works: Approve a Notice of Completion for the Civic Auditorium Reroofing Project and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

[Item O]

Pulled by Mayor Morrow.

Mayor Morrow commended staff. Engineering Manager Lisa Dock and Public Works Deputy Director Jim Ross answered questions from the Council.

Motion to approve.

Attachment: 9.20.2022 (Clerk: 9.20.2022 Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Mayor
SECONDER:	Diane Sharp, Vice Mayor
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

4. Public Works: Approval of a Work Order, with Provost and Pritchard Consulting Group of Visalia, CA, for Professional Engineering Services for the Site Facilities design for Water Wells 51 and 52.

[Item P]

Pulled by Council Member Saltray.

Engineering Manager Lisa Dock and Public Works Deputy Director Jim Ross answered questions from the Council.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

5. Public Works: Award contracts to Power Design Electric, Inc., of Kingsburg, CA for the Civic Park Conduit Boring Project in the amount of \$28,557.00 and the Civic Park Electrical Project in the amount of \$57,590.00 and establish a construction contingency of \$5,000 for each project.

[Item U]

Pulled by Council Member Brieno.

Engineering Manager Lisa Dock answered questions from the Council. City Attorney Ty Mizote addressed Mayor Morrow's concerns regarding the bid process.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

PUBLIC HEARINGS:

- A. Police: Public Hearing regarding the FY 2021 Edward Byrne Memorial Justice Assistance Grant and authorization for the City Manager to execute an MOU between the City of Hanford and Lemoore PD for the Grant Funding, and appropriate \$21,778.00 from the City's General Fund to fund the purchase new slide assemblies and romeo sights for the Hanford Police Department to be reimbursed by the FY2022 JAG Grant.

Mayor Morrow opened the public hearing at 8:09 p.m. and called for the staff report. Chief Parker Sever discussed the MOU for the Council's review and consideration.

Public Comment:

None.

Motion to approve.

Mayor Morrow closed the public hearing at 8:12 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

B. Community Development: Public hearing to Accept comments and Approve the submission of the 2021/22 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report.

Mayor Morrow opened the public hearing at 8:12 p.m. and called for the staff report. Administrative Analyst Sandra Lerma discussed the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report, accomplishments, activities, and resources. Ms. Lerma answered questions from the Council. The Council discussed the CDBG activity allocation. Staff answered questions from the Council.

Public Comment:

None.

Motion to approve.

Mayor Morrow closed the public hearing at 8:25 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Diane Sharp, Vice Mayor
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

GENERAL BUSINESS:

A. City Attorney: Council review and direction regarding a claim filed by Christopher Johnson

City Attorney Ty Mizote discussed the claim and the recommendation of the Third party Administrator for the Council's review and consideration. Mayor Morrow invited the claimant to come forward to discuss the incident. Mr. Johnson questioned the maintenance schedule of the tree and answered questions from the Council. After much discussion, Vice Mayor Sharp made the motion to approve.

RESULT:	APPROVED [4 TO 1]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Kalish Morrow, Mayor
AYES:	Sharp, Morrow, Saltray, Ramirez
NAYS:	Brieno

B. Community Development: Authorization for City Staff to apply for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program for improvements to the SR 198 and 9th Street interchange.

Deputy City Manager Jason Waters discussed the background and the grant for the Council's review and consideration. Deputy Waters answered questions from the Council. Vice Mayor Sharp excused herself due to a possible conflict of interest. Council Member Saltray expressed her concerns regarding the city funding the project. Deputy Waters addressed her concerns.

Motion to approve.

RESULT:	APPROVED [4 TO 0]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSTAIN:	Sharp

C. Public Works: Approval of amendment to professional services agreement with QK, Inc. of Visalia, CA not to exceed \$928,877 for the design and professional engineering services for the East Lacey Boulevard Pedestrian and Bicycle Safety project from 10th Avenue to east of Sierra Drive; and for design of Traffic Signal at Lacey Boulevard and 9th Avenue.

Vice Mayor Sharp excused herself due to a possible conflict of interest. Engineering Manager Lisa Dock discussed the project for the Council's review and consideration. Ms. Dock answered questions from the Council. Council Member Ramirez spoke in support of the project and commended staff. After much discussion, Council Member Ramirez made the motion to approve.

Motion to approve.

RESULT:	APPROVED [4 TO 0]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSTAIN:	Sharp

COUNCIL COMMENTS AND COMMUNICATION:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

The Council directed staff to bring back future discussions for park maintenance and homelessness. Council Member Saltray stated she would like to have a rescue mission like the city of Visalia.

Council Future Agenda Items

ADJOURNMENT:

Mayor Morrow adjourned the meeting at 9:23 p.m.

Respectfully submitted,

Natalie Corral
City Clerk

Attachment: 9.20.2022 (Clerk: 9.20.2022 Minutes)



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: D
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SUBJECT:

City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Jesse Torres.

RECOMMENDATION:

That the City Council, by motion, approve the denial of the claim and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:

A claim for damages against the City was received by the following claimant: Jesse Torres.

After review by the Third Party Administrator, it was determined that the claim should be rejected based on applicable immunities of Government Codes:

Government Code 820.4: A public employee is not liable for his act or omission, exercising due care, in the execution or enforcement of any law.

Government Code 820.2: Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether such discretion be abused.

Qualified Immunity for the City under Penal Code 835a: Any peace officer who has reasonable cause to believe that the person to be arrested has committed a public offense may use reasonable force to effect the arrest, to prevent escape or to overcome resistance.

Accordingly, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: E
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SUBJECT:

City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Sheryl Zamora.

RECOMMENDATION:

That the City Council, by motion, approve the denial of the claim and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:

A claim for damages against the City was received by the following claimant: Sheryl Zamora.

After review by the Third Party Administrator, it was determined that the claim should be rejected

based on applicable City Municipal Code 12.04.120 Abatement of Unauthorized Encroachments, Portable hoops cannot be placed anywhere on the right of ways including roadway and sidewalks. The property owner must place portable hoop on property owner's driveway.

Accordingly, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: F
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SUBJECT:

Administration: Approval of the fee schedule for passport related fees as established by the U.S. Department of State and the addition of a \$15 photo/service fee per passport.

RECOMMENDATION:

Staff recommends that Council approve establishing passport related fees as established by the U.S. Department of State and a \$15 photo/service fee per passport.

BACKGROUND:

Several months ago, with a goal of providing additional service to the city of Hanford and surrounding communities, staff in the Administration Department began the process to gain approval from the U.S. State Department. Upon receiving the tentative approval, staff began training and have recently been fully trained and certified as Passport Acceptance Agents and will soon be able offer services for passport processing in compliance with the U.S. Department of State regulations. In order to provide a "one stop" process for applicants, City of Hanford (City) staff have also acquired the appropriate equipment to be able to take passport photos and make copies, if necessary. There are several fees an applicant must consider that are outlined by the U.S. Department of State at travel.state.gov/passportfees and attached to this staff report.

For each passport, the City will receive a \$35 Execution Fee, \$15 photo service fee (if applicant does not already have a photo) and fee for copy services to offset labor and material costs.

Upon approval by Council these fees will be formally adopted and amended into the City's Master Fee Schedule.

FISCAL IMPACT:

There will be additional revenues added to the General Fund to offset the costs (labor and supplies) of providing these services to the community. Annual revenues would depend on the demand for services. For example if there are 20 passports requested monthly would generate annual revenue of \$12,000 before any expenses incurred.

ATTACHMENTS:

Passport Fees Chart_TSG_JAN 2022 (002)



UNITED STATES PASSPORT FEES

Payment Instructions: *The application fee is paid directly to the Department of State. **The Execution/Acceptance fee is paid directly to the acceptance facility. Two separate payments are required. (Effective 1/10/2022)

ADULT APPLICANTS (16 Years and Older) Please see [Apply in Person](#).

What are you applying for?	Use Form	Application Fee *Paid to the U.S. Department of State	Execution Fee (Acceptance Fee) **Paid to the Acceptance Facility
First-time Adult Passport Book	DS-11	\$130	\$35
First-time Adult Passport Card Not valid for international air travel. Valid only for travel by land and by sea to Canada, Mexico, Bermuda, and the Caribbean.	DS-11	\$30	\$35
First-time Adult Passport Book & Card	DS-11	\$160	\$35
Adult Passport Card For applicants who currently have a valid passport book.	DS-82	\$30	No Charge

ADULT RENEWALS Please see [Renewal by Mail](#).

What are you renewing?	Use Form	Application Fee *Paid to the U.S. Department of State
Adult Passport Book	DS-82	\$130
Adult Passport Card Not valid for international air travel. Valid only for travel by land and by sea to Canada, Mexico, Bermuda, and the Caribbean.	DS-82	\$30
Adult Passport Book & Card	DS-82	\$160

ALL MINOR APPLICANTS (Under 16) Please see [Children Under 16](#).

What are you applying for?	Use Form	Application Fee *Paid to the U.S. Department of State	Execution Fee (Acceptance Fee) **Paid to the Acceptance Facility
Minor Passport Book	DS-11	\$100	\$35
Minor Passport Card A passport card is valid only for travel by land and by sea to the following locations: Canada, Mexico, Bermuda, and the Caribbean.	DS-11	\$15	\$35
Minor Passport Book & Card	DS-11	\$115	\$35

OPTIONAL FEES (Paid to the U.S. Department of State)

Expedite Fee	Paid per application, in addition to required fees. Provides faster processing than routine service. Please see Processing Times .	\$60
1-2 Day Delivery	Paid per application for 1-2 day delivery of an issued passport book from the Department of State to the customer. Only applies to mailing addresses within the United States. Not valid for passport cards.	\$18.32
File Search Fee	A file search is necessary when an applicant is unable to present evidence of U.S. citizenship or verification of a previously issued U.S. Passport or Consular Report of Birth Abroad. Applicant must submit Form DS-11 and a written request for a file search.	\$150

Submitting incorrect passport fees could delay the processing of your application. For more information regarding passport application fees, please visit travel.state.gov/passportfees or call 1-877-487-2778, TDD/TTY: 1-888-874-7793.



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: G
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SUBJECT:

Administration: Authorization for the City Manager to execute a contract with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, of Sacramento to provide state legislative advocacy services, effective January 1, 2023 through Dec. 31, 2023, for a monthly fee of \$6,000.

RECOMMENDATION:

That the City Council, by motion, Authorize the City Manager to execute a contract with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, of Sacramento to provide state legislative advocacy services, effective January 1, 2023 through Dec. 31, 2023, for a monthly fee of \$6,000.

SUMMARY and Background:

During the 2022/23 Council Goal setting meeting, Council directed staff to build upon the efforts of the City's Federal Lobbyist and begin the process to hire a state lobbying firm. Accordingly, the FY 2022/23 budget was amended to allow for both State and Federal advocacy services.

In the Spring of 2022, a formal Request for Proposals (RFP) was issued for Government Relations and Legislative Advocacy Services. A total of seven (7) proposals were submitted by the deadline.

A review committee, which included the City Manager, the Deputy City Manager and Greg Burns from Thorn Run Partners (Federal Lobbyist) reviewed the proposals submitted by the 7 firms, and based upon the ranking of rated criteria, came up with a short list of the top three (3) ranked firms including Nielsen Merksamer.

The committee conducted interviews with the top three (3) candidates via Zoom on September 23rd. Based on the outcomes of the final interviews and discussion between the committee members, it was determined that Nielsen Merksamer was the best proposal. The original contract proposal included a \$7,000 per month fee proposal but negotiations with the firm were successful in reducing the monthly fee to \$6,000 per month. Accordingly, staff is proposing to

recommend that Council approve an annual contract, with four (4) additional one-year options to commence effective January 1, 2023, with Nielsen Merksamer.

The firm employs six lobbyists, five of whom are attorneys. For purposes of this contract, Nielsen Merksamer would assign Michelle Rubalcava and Rachael Blucher to represent the City of Hanford. Ms. Rubalcava will be the City's primary lobbyist contact.

The full scope of services to be provided is included in the attached Proposal but the primary benefits are as such:

To implement the 2022-23 work plan, Nielsen Merksamer would perform the following tasks on an ongoing basis, with guidance from and in concert with City of Hanford staff:

- Provide strategic advice to best position the City of Hanford with policy makers in the legislature, the executive branch, and regulatory agencies.
- Monitor existing and new proposals originating from the legislature, state agencies, and departments. As directed by City staff, Nielsen Merksamer would engage with the legislature, departments, and agencies to secure favorable outcomes for the City.
- Review all introduced and amended legislation and budget proposals for matters that may impact the City of Hanford.
- Draft and secure amendments to pending legislation on an as-needed basis, in cooperation with City of Hanford staff. Because we are a law firm, we often draft legislation and work with Legislative Counsel in refining legislative language, and we provide research and suggestions to committee consultants analyzing priority City bills.
- Represent the City of Hanford by testifying at legislative hearings, as appropriate, or providing written testimony and counsel for City of Hanford representatives.
- Review and lobby budget proposals that may impact the City of Hanford.
- Facilitate meetings with the City of Hanford and key contacts around the state, as needed.
- Set up a regular, calendared communication schedule with City contact for regular updates. This can either be a standing conference call or zoom meeting. For emerging or urgent issues, our lobbyists always give out their cell phones so that we can be contacted immediately if an emergency issue arises. We are proud to know that our clients have never complained about lack of accessibility.
- Bill Tracking - We provide all our clients with legislative bill tracking services via State Net. The bill tracking is managed by Andrew Langley, who is able to tailor bill tracking reports and hearing calendars for clients in a variety of formats.

FISCAL IMPACT:

The fee requested by Nielsen Merksamer is \$6,000 per month (\$72,000 per year). This firm will be involved in lobbying activities for all aspects of City government, including both General Fund and Enterprise Fund activities. If this contract is authorized, funding for these services will be drawn from various General and Enterprise Fund departmental budgets.

ATTACHMENTS:

Final.City of Hanford.NM Response

NIELSEN MERKSAMER

NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP

**POLITICAL &
GOVERNMENT**LAW
ADVOCACY
LITIGATION

May 9, 2022

Ms. Natalie Corral
City Clerk
City of Hanford
319 N. Douty Street
Hanford, CA 93230
Attn: City Clerk – RFP for Legislative Services

**Re: City of Hanford: Request for Proposals: Government Relations and Legislative
Advocacy Services**

Ms. Corral:

Nielsen Merksamer Parrinello Gross & Leoni LLP (hereinafter referred to as Nielsen Merksamer) is pleased to offer the attached proposal to provide state legislative advocacy services to the City of Hanford.

Thank you for the opportunity to put forth this proposal. Please do not hesitate to contact us if you have any questions.

Sincerely,



Michelle Rubalcava, Esq.
Senior Counsel
Nielsen Merksamer Parrinello Gross & Leoni, LLP
1415 L Street, Suite 1200
Sacramento, CA 95814
(916) 446-6752
www.nngovlaw.com

Attachment: Final.City of Hanford.NM Response (Admin: State Lobbyist Contract Award)

SACRAMENTO

1415 L STREET, SUITE 1200
SACRAMENTO, CA 95814
T 916.446.6752 F 916.446.6106

SAN FRANCISCO BAY AREA

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I. GENERAL INFORMATION AND EXPERIENCE OF COMPANY

Nielsen Merksamer is one of the preeminent political law, government law, and lobbying firms in the country, serving a national clientele that includes local governments, public agencies, trade associations, non-profit organizations, large/small businesses, and individuals. We are a law firm specializing in legislative advocacy and election and political law. Our firm has two offices, one in Sacramento and one in San Rafael. Our Sacramento office is responsible for our legislative advocacy and strategic advice.

Our Attorneys/Lobbyists are from both political parties, each of them has been active in politics and government for many decades. Our firm has excellent relationships with both sides of the political aisle. Indeed, the ability to work well with Democrats and Republicans is a necessity in representing clients with a diversity of interests. Our firm employs six lobbyists, five of whom are attorneys. We excel in providing:

- Government law, grass roots advocacy planning, lobbying, and strategic advice regarding the legislative, regulatory, and administrative processes.
- Representation of clients before the executive and legislative branches of government. In addition, representation of clients before regulatory bodies and stakeholder groups.
- Analysis, drafting, and editing of legislation, which impact the firm's clients.
- Advice to clients on compliance with lobbying, campaigns, ethics, and contractor disqualification laws at the local, state, and federal level in California.
- Litigation advice on political, governmental, and constitutional issues at all levels of state and federal courts.
- Representation as campaign and election law counsel on all aspects of the electoral process, including most major California statewide initiatives or referenda in the past 30 years.

Nielsen Merksamer clients benefit from a full-service lobbying/law firm. Our firm has a unique understanding of how lobbying, communications, public relations, and grassroots all come together to provide an integrated strategy when representing our clients. We have provided legislative advocacy services in California for over forty (40) years.

II. CONSULTANT PROFILES

For purposes of this contract, Nielsen Merksamer would assign Michelle Rubalcava and Rachael Blucher to represent the City of Hanford.

Ms. Rubalcava has twenty-five (25) years of experience in state politics, starting off as legislative staff for the first ten (10) years and for the last fifteen (15) years as a contract lobbyist. As legislative staff, Ms. Rubalcava worked for several state legislators, specifically for an Assembly Budget Chair and a Senate Budget Chair. Prior to joining Nielsen Merksamer, Ms. Rubalcava, worked as an in-house lobbyist for the County of Los Angeles.

At Nielsen Merksamer we practice team law, Ms. Rubalcava and Ms. Blucher would split their time on behalf of the City of Hanford. For simplicity, however, Ms. Rubalcava, would be the City's primary point of contact. In addition, we anticipate assigning Andrew Langley and Victoria Rodriguez to the City's team, to assist with bill monitoring, advocacy drafting and other administrative actions. Our law firm has an office in Marin County, however, all Nielsen Merksamer staff assigned to the City of Hanford are located in the Sacramento office.

Ms. Rubalcava heads and directs Nielsen Merksamer's local government section. She has had significant success on behalf of our local government clients. Specifically, Ms. Rubalcava was able to save the City of Perris millions of dollars in potentially lost revenue; Ms. Rubalcava accomplished this by strategically securing the Governor's veto on a bill that had received zero NO votes. This veto resulted in millions of dollars being saved for the City of Perris. Ms. Rubalcava has also been successful in securing much needed revenues to local government clients for critical city operations, as well as expansion of parks and other local amenities.

In addition, Ms. Rubalcava was able to secure favorable amendments to a bill that targeted her client, the University of Southern California (USC). Her ability to draft favorable amendments and work with all interested stakeholders lessened the potential negative impacts the original version of the bill would have on USC and its operations.

Rachael Blucher is Senior Counsel in the firm's government law section. Ms. Blucher works for several of the firm's local government clients, including the counties of San Diego, Marin, Contra Costa, and Yolo. She has particular expertise in health and human services, working on issues related to Medi-Cal, behavioral health, housing, and social services. Prior to joining Nielsen Merksamer, Ms. Blucher practiced law at a California-focused firm. Her prior law firm practice provides her with invaluable expertise on analysis, drafting, and editing of legislation, as well as the practical implication of legislative policy.

Our firm represents a diverse portfolio of clients and as such, we are able to leverage those relationships when necessary. We have deep relationships with existing key legislative leaders and within the Newsom administration. In addition, we have existing professional relationships with almost all regulatory appointees.

III. WORK PLAN FOR CITY OF HANFORD

Our firm provides to its city clients precisely the services set forth in the City's *Scope of Work*. Nielsen Merksamer has been providing these services for decades and has extensive knowledge and expertise on legislation affecting local governments. Our expertise in the structure and operation of local and state government, including special districts and joint power authorities, is well recognized. Through our representation of a wide variety of clients we have developed expertise in local government administration, local government sales and use tax distribution, voting rights and redistricting issues, energy and water policy, housing, health, and public safety issues.

Over the years we have worked extensively with the League of California Cities, now rebranding themselves as CalCities, on a broad range of issues, including retention of local control, reimbursements for unfunded mandates, organics in the waste stream, redevelopment, broadband, public safety issues, and homelessness. Our breadth of expertise in a wide range of policy areas means our clients do not have to search for additional help when a legislative or regulatory issue touches on an unexpected area of law.

Our firm anticipates the 2022-23 legislative session to return to a more pre-pandemic state of business. The state is currently flush with an unanticipated windfall of revenues, we expect 2022-23 to still have a healthy financial outlook. As a result, there may be an ability to secure one-time funding for Hanford projects. The anticipated outyears do not look as promising as this incoming legislative session.

Legislative representation is critical as the City's success as it will have to compete with other legislative priorities such as COVID-19 response and containment, public safety power shutoffs, pensions, housing, and homelessness. Our firm is currently involved in these issues for our existing clients and would easily be able to engage on behalf of the City of Hanford, upon direction to do so.

One of the cornerstones of our relationship with clients is the development of a strategic legislative advocacy plan. While our firm has significant experience in the policy areas of import for the City of Hanford, if selected, our first step would be to delve deeply into the specific policy considerations that face the City. Once our firm is selected by a client, we work with our City contact to calendar a full day of meetings with City management, department heads, and other critical stakeholders. From that "deep dive," we would then work with the appropriate City of Hanford staff to develop the incoming year's legislative priorities and a work plan to implement those priorities throughout the year.

Nielsen Merksamer has also worked with other City clients to draft and edit a City Legislative Platform that is adopted by the City Council and serves as a framework of the City's stated legislative priorities and goals for a 2 year legislative session.

To implement the 2022-23 work plan, Nielsen Merksamer would perform the following tasks on an ongoing basis, with guidance from and in concert with City of Hanford staff:

- Provide strategic advice to best position the City of Hanford with policy makers in the legislature, the executive branch, and regulatory agencies.
- Monitor existing and new proposals originating from the legislature, state agencies, and departments. As directed by City staff, Nielsen Merksamer would engage with the legislature, departments, and agencies to secure favorable outcomes for the City.
- Review all introduced and amended legislation and budget proposals for matters that may impact the City of Hanford.
- Draft and secure amendments to pending legislation on an as-needed basis, in cooperation with City of Hanford staff. Because we are a law firm, we often draft

legislation and work with Legislative Counsel in refining legislative language, and we provide research and suggestions to committee consultants analyzing priority City bills.

- Represent the City of Hanford by testifying at legislative hearings, as appropriate, or providing written testimony and counsel for City of Hanford representatives.
- Review and lobby budget proposals that may impact the City of Hanford.
- Facilitate meetings with the City of Hanford and key contacts around the state, as needed.
- Set up a regular, calendared communication schedule with City contact for regular updates. This can either be a standing conference call or zoom meeting. For emerging or urgent issues, our lobbyists always give out their cell phones so that we can be contacted immediately if an emergency issue arises. We are proud to know that our clients have never complained about lack of accessibility.
- Bill Tracking - We provide all our clients with legislative bill tracking services via State Net. The bill tracking is managed by Andrew Langley, who is able to tailor bill tracking reports and hearing calendars for clients in a variety of formats.

At Nielsen Merksamer, we consider ourselves your first stop when tackling any government problem. We would be open to discussing any additional activities in which the City of Hanford would like us to participate or any additional milestones or benchmarks that the City of Hanford may wish to require.

IV. REFERENCES

Nielsen Merksamer currently represents three (3) cities and five (5) counties. A list of five (5) Nielsen Merksamer local government references can be found below:

1. **City of Visalia**

Dates of Service: 2011 - present

Description of Service: Nielsen Merksamer represents the City of Visalia before the Executive and Legislative branches of government.

Project Location: Sacramento

Completion Date: Ongoing

Organization Name: City of Visalia

Contact Person:

Leslie Caviglia

City Manager

707 W. Acequia Avenue

Visalia, CA 93291

(559) 713-4300

2. **City of Perris**

Dates of Service: 2018 - present

Description of Service: Nielsen Merksamer represents the City of Perris before the Executive and Legislative branches of government.

Project Location: Sacramento

Completion Date: Ongoing
Organization Name: City of Perris
Contact Person:
 Clara Miramontes
 City Manager
 101 N. D Street
 Perris, CA 92570
 (951) 943-6100

3. **City of Chula Vista**

Dates of Service: 2021 - present
Description of Service: Nielsen Merksamer represents the City of Chula Vista before the Executive and Legislative branches of government.
Project Location: Sacramento
Completion Date: Ongoing
Organization Name: City of Chula Vista
Contact Person:
 Anne Steinberger
 Marketing and Communications Manager
 276 Fourth Ave.
 Chula Vista, CA 91910
 Office: (619) 409-5446

4. **County of San Diego**

Dates of Service: 1996 - present
Description of Service: Nielsen Merksamer represents the County of San Diego before the Executive and Legislative branches of government.
Project Location: Sacramento
Completion Date: Ongoing
Organization Name: County of San Diego
Contact Person:
 Caroline Smith
 Director of Strategy and Government Affairs
 1600 Pacific Highway, Room 298
 San Diego, CA 92101
 (619) 531-5198

5. **County of Contra Costa**

Dates of Service: 1999 - present
Description of Service: Nielsen Merksamer represents the County of Contra Costa before the Executive and Legislative branches of government.
Project Location: Sacramento
Completion Date: Ongoing
Organization Name: County of Contra Costa
Contact Person:
 Lara Delaney

Senior Deputy County Administrator
 1025 Escobar Street
 Martinez, CA 94553
 (925) 655-2057

For the purposes of convenience, a full list of Nielsen Merksamer's clients can be found on our website: www.nmgovlaw.com or <https://www.nmgovlaw.com/clients/our-firm/>

V. STRATEGIC RELATIONSHIPS

The attorney/lobbyists at Nielsen Merksamer pride themselves on being the most informed advocates in any room. We have far-reaching relationships with key legislative members that allow us to sit down with these key decisionmakers to present our client's needs and concerns. Specifically, our advocates have a long-standing relationship with Assembly Member Rudy Salas. Ms. Rubalcava and Mr. Salas have been personal friends for decades. As a relatively newer member of the City of Hanford legislative delegation, our advocates have developed a productive working relationship with Senator Melissa Hurtado.

As a result of our representation of other counties and cities, we also have a very productive and collaborative relationship with Senator Anna Caballero and member of the Assembly and Senate Local Government committees. Our diverse client portfolio has resulted in our firm developing and growing networks related to local government issues.

Nielsen Merksamer understands that the City of Hanford will require a highly qualified firm to engage legislative decision-makers on high priority issues. We also believe the City of Hanford will want to engage a firm with a reputation for zealously representing its clients, and one that is not afraid to go toe-to-toe with those opposing the City. There are many lobbying firms to choose from, but few that have a proven and recognized ability to do this.

We understand that communication at every level is critical to maintaining a productive collaboration between the City of Hanford and Nielsen Merksamer advocates. Our many years representing local governments has taught us that regularly scheduled calls and meetings with the City and its key staff will help us maximize our effectiveness.

To the extent it is within our control, the personnel proposed to work on behalf of the City of Hanford shall remain available for the full term of the contract. Our firm prides itself on a thoughtful, substantive approach to legislative advocacy, relying on our legal and strategic skills as well as the credibility we have developed over the years. Nielsen Merksamer provides both the expertise and the solid relationships necessary to bring continued and additional success for the City of Hanford.

VI. CONFLICTS OF INTEREST

Nielsen Merksamer is one of the preeminent political law, government law, and lobbying firms in the country, serving a national clientele that includes leading businesses, non-profits, trade associations, individuals, and public agencies. We believe that it is critical

to be well-informed, well-connected, and proactive in representing clients on legislative advocacy.

Because we are a law firm and our lobbyists are members of the State Bar of California, we are held to the ethical standards and laws that apply to all attorneys. We ensure that our firm and employees comply with the California Rules of Professional Conduct. Further, due to our experience representing local government clients, we are particularly sensitive to laws conflict of interest laws and standards and are keenly aware of those issues.

Before bringing on a new client, we complete a thorough conflicts check. As a result, there is never a conflict of interest when we bring on a new client, or else we would not accept representation of that client. If a conflict were to arise after representation has been established, we use a policy of “first client in” -- if a true conflict exists, - the longer tenured client has the authority to request we walk away from a newly represented client.

VII. MODIFICATIONS TO SCOPE OF WORK

The City may want to consider the suggested additions to the proposed Scope of Work:

- a. Maintain effective working relationships with Kings County legislative delegation, and with the City’s elected Assembly Member and Senator.
- b. Coordinate and cooperate with the League of California Cities and other organizations, agencies, municipalities, and stakeholders that have similar legislative objectives as the City.
- c. Provide crisis communications support, if needed.
- d. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports, within all applicable deadlines, per the provision of the Political Reform Act of 1974 as amended. Provide the City notifications of any changes or modifications that may be pertinent.

VIII. RETAINER AMOUNT

As a law firm we have two options for billing. We have set hourly rates and we have flat monthly retainers.

For the City of Hanford, we propose a monthly rate of \$7,000/month. This is an annual retainer amount of \$84,000.

IX. ACKNOWLEDGEMENTS

Nielsen Merksamer acknowledges that an insurance certificate will be issued naming the City of Hanford as an additional insured if the contract is awarded to us.

Nielsen Merksamer acknowledges a contract in the form of Exhibit A will be executed if the contract is awarded to us.



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: H
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SUBJECT:

Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 929, Unit No. 2 (13th Ave. and Devon St.)

RECOMMENDATION:

That the City Council, by motion,

1. Approve the Final Map for Tract No. 929-2, Ella Gardens, and accept all easements and dedications, and authorize the execution of the Subdivision Agreement.
2. Adopt the attached Resolution approving an amended Engineer's Report and restructuring Landscape Assessment District No. 20-01 to include Units I and II of Tract No. 929.

BACKGROUND:

The final subdivision map for Tract No. 929, Unit No. 2, a 78 -lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 929, Unit No. 2, is Woodside 06N, LP, a California Limited Partnership. All required fees have been paid, and the required improvement security for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement. The Agreement has been reviewed and approved by the Public Works Engineering Department and signed by the developer.

The tract conditions of approval require annexation to Landscape Assessment District No. 20-01 for purposes of funding maintenance of frontage landscaping and decorative wall improvements along 13th Avenue. Landscape Assessment District Annexation No. 20-01, encompassing phase I of Tentative Tract No. 929, was approved by the City Council on December 15, 2020, with the adoption of City Council Resolution No. 20-40-R. The proposed restructure of Landscape

Assessment District No. 20-01 comprises Units I and II of Tract 929. The restructuring of Landscape Assessment District No. 20-01 to include the 78 lots of Units II of Tract No. 929-2

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer's expense.

ATTACHMENTS:

Tract 929, Unit No. 2 - Subdivision Agreement

Tract 929, Unit No. 2 - Engineers Report

Final Map Tract 929 Unit 2

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 929 Unit II

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between WOODSIDE 06N, LP., ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 929 Unit II ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 929 Unit II, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

- (1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TEN MILLION AND NO/100 DOLLARS (\$10,000,000), twice the required occurrence limit.
- (2) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER. SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

a. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require SUBDIVIDER to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require SUBDIVIDER to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

b. The policies are to contain, or be endorsed to contain, the following provisions:

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General

liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this contract, SUBDIVIDER's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

c. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

d. SUBDIVIDER shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBDIVIDER's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

e. SUBDIVIDER hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of

any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

f. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any

and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVEMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided,

the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and

hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
_____ day of _____, 2022.

SUBDIVIDER:

Woodside 06N, LP, A California Limited Partnership
By: WDS GP, Inc., A California Corporation,
It's General Partner

By: 
Matt Smith, Authorized Signer

CITY OF HANFORD APPROVAL:

By: _____
Lisa Dock
Acting City Engineer, City of Hanford

ATTEST:

By: _____
Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED
CONSTRUCTION COST

Sanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$188,950.00

Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$101,750.00

Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$334,000.00

Curb and Gutter and Other Concrete Construction³³

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$208,493.00

Street Surfacing, Signs and Striping

Construct Type "B" asphalt concrete surfacing over Class II aggregate base, install signs and pavement striping as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$642,960.00

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$84,000.00</u>
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Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$750.00</u>
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Fencing, Landscaping, Irrigation System and miscellaneous

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	<u>\$112,693.00</u>
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Monuments and Lot Markers,

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	<u>\$4,000.00</u>
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Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	<u>\$80,060.00</u>
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Earthwork Improvements84000

- | | |
|------------------------------------|--------------------|
| • Excavation & Compaction | <u>\$4,000.00</u> |
| • Subgrade Compaction & Fine Grade | <u>\$47,129.00</u> |
| • Final Lot Grading | <u>\$23,392.00</u> |

<u>Total Improvements subject to Plan Review & Insp. Fees</u>	<u>\$1,832,177.00</u>
--	------------------------------

Private Utilities18

- | | |
|--|---------------------|
| • Applicant Install Utilities Onsite Construct | <u>\$545,000.00</u> |
|--|---------------------|

Total Estimated Improvement Cost (To be bonded with Final Map)	<u>\$2,377,177.00</u>
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SECURITY REQUIREMENTS

Performance	<u>\$2,377,177.00</u>
Labor and Materials	<u>\$1,188,588.50</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$237,717.70</u>

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 42,543.48
Total City Engineering Review and Inspection Fee obligation		\$ 52,468.48
Fee balance payable with this Agreement Acct. #001-2010-4937		<u>\$ 52,468.48</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

12 th Ave. Sewer Benefit District, Acct. #161-2161-5494 (18.51 Ac @ \$1,768.64/Ac) (Determined at completion of final map review.)	<u>\$ 32,737.53</u>
Street Sign Fee, Acct. #001-2010-4937 (7 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 1,400.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Determined at completion of final map review.)	<u>\$ 850.00</u>
Engineering Plan Review & Inspection Fees from above, Acct. #001-2010-4937	<u>\$ 52,468.48</u>
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ 105.00</u>
SUBTOTAL	<u>\$ 87,561.01</u>
PAID:	<u>\$ 0.00</u>
BALANCE DUE:	<u>\$ 87,561.01</u>

ATTACHMENT “A”
ENGINEER’S REPORT
ASSESSMENT DISTRICT NO. 20-01 (B)
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 929 Unit I and Unit II – WOODSIDE HOMES

Lisa Dock, Acting City Engineer and Engineer of Work for Landscape Assessment District No. 20-01, City of Hanford, Kings County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be constructed and maintained in the District provide special benefits to all of the parcels within the District about and beyond general benefits conferred on parcels located in the District or to the public at large. Specifically, the particular and distinct special benefits include:

1. Reduction of traffic noise level from the street located adjacent to the District;
2. Restriction of unwanted pedestrian access onto the lots and parcels within the District;
3. Enhancement of appearance of the entrance into the subdivision which is included within the District;
4. Reduction of impact of dust and other particulate matter onto the lots and parcels within the District;

The improvements which are the subject of this report are briefly described as follows:

1. Decorative masonry block wall fencing, and landscape & irrigation system improvements located along 13th Avenue and Devon Street located adjacent to Tract 929 Unit I and Unit II.
2. The public park located at the southwest corner of Cedar Grove Street & N. Frontier Street of Tract 929.
3. Interior street lighting within Tract 929 Unit I and Unit II.

This report consists of six parts as follows:

Exhibit “A”: Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are incorporated herein by reference.

Exhibit “B”: An estimate of costs to maintain the improvements.

Exhibit “C”: An assessment of the estimated maintenance costs on each benefited parcel of land within the Assessment District.

ATTACHMENT “A” continued...

Exhibit “D”: A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit “E”: A list of the names and addresses of the property owners of real property within each assessment district as shown on the last equalized assessment roll for taxes, or known to the Clerk. The list is keyed to Exhibit “C” by assessment number.

Exhibit “F”: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit “C” by lot number.

Respectfully submitted,

Lisa Dock
Acting City Engineer

ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 20-01 (B)
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 929, Unit I and Unit II – WOODSIDE HOMES

The undersigned hereby respectfully submits the enclosed Engineer's Report as directed by the City Council.

DATED: _____

Lisa Dock
Acting City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached was filed with me on the ____ of _____, 20__.

Natalie Ortega
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Hanford, California, on the ____ day of _____, 20__.

Natalie Ortega
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kings on the ____ day of _____, 20__.

Natalie Ortega
City of Hanford, City Clerk
Kings County, California

By _____

Attachment: Tract 929, Unit No. 2 - Engineers Report (PW: Tract929-2 Final Map and Amendment to LAD)

EXHIBIT "A"

ASSESSMENT DISTRICT NO. 20-01 (B)
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 929, Unit I and Unit II - WOODSIDE HOMES

Plans and specifications for the improvements are those prepared by Zumwalt-Hansen & Associates and Woodside Homes for the City Engineer. These plans and specifications have been filed separately with the Clerk of the Legislative Body and are incorporated in this report by reference.

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORTASSESSMENT DISTRICT NO. 20-01 (B)
FISCAL YEAR 2020-2021ESTIMATED ASSESSMENTS
TRACT 929, Unit I and Unit II – WOODSIDE HOMES

FY 2020-2021				
ITEM	ESTIMATE			
NO.	DESCRIPTION	UNITS	RATE	AMOUNT
A. MAINTENANCE COSTS				
1.	Landscape and Irrigation System along 13th Avenue, Devon Street, and Park and Parkway strip around the park (Labor and Materials)	159,707.00	\$ 0.3/SF	\$ 47,912.10
2.	Decorative Block Walls along W. 13th Avenue and Devon Street Devon Street (Labor and Materials)	2,364.00LF ±	\$ 0.50/LF	\$ 1,182.00
3.	Water Usage (\$150/mo./Service x 12 = \$1800.00/Service)	Three services	\$ 420.00/ea.	\$ 1,260.00
4.	Electricity Usage (\$30/mo./Meter x 12 = \$360.00/Meter)	Three meters	\$ 360.00/ea.	\$ 1,080.00
5.	Street Light Usage (\$12/Lt./Mo. x 12 = \$144.00/Lt./Yr.)	36 St. Lights	\$ 144.00/Lt./Yr.	\$ 5,184.00
B. INCIDENTAL COSTS/FORMATION COSTS				
1.	Staff Preparation of Documents			\$ 325.00
2.	Notice of Public Hearing			\$ 75.00
3.	Collection of Assessment			\$ 121.00
TOTAL ANNUAL SUBDIVISION ASSESSMENT AMOUNT				\$ 57,139.10
LOTS 1 THROUGH 158 SHALL BE ASSESSED, TOGETHER AND WITH NO DESIGNATED REMAINDER PARCEL OF TRACT 929:				\$ 361.64

C. ADJUSTMENT FOR INFLATION IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53739(b)(1).

The Annual Total Subdivision Assessment Amount will be adjusted for inflation on an annual basis in accordance with the following formula:

Commencing with the calendar year 2020-2021, and January 1 of each calendar year (“Adjustment Date”) thereafter during the life of the District, the Total Annual Subdivision Assessment Amount for the next fiscal year shall be an amount equal to the greater of:

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date, or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

EXHIBIT "C"

ASSESSMENT ROLL AND
ASSESSMENT DISTRICT NO. 20-01 (B)

TRACT 929, Unit I and Unit II – WOODSIDE HOMES

ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER
1 Through 80	\$361.64	Lots 1 through 80, Tract 929, Unit I
81 Through 158	\$361.64	Lots 81 through 158 Tract 929 Unit II
Total Assessment:		Tract 929, No Remainder
		<u>\$ 57,139.12</u>

EXHIBIT “D”

METHOD OF APPORTIONMENT OF ASSESSMENT

ASSESSMENT DISTRICT NO. 20-01 (B)
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 929, Unit I and Unit II – WOODSIDE HOMES

The method of apportionment of Landscape Assessment District 20-01 maintenance costs is as follows:

100% of the maintenance costs divided equally between Lots 1 through 158 and the Remainder.

EXHIBIT "E"

PROPERTY OWNERS LIST

ASSESSMENT DISTRICT NO. 20-01 (B)

TRACT 929, Unit I and Unit II – WOODSIDE HOMES

<u>ASSESSMENT NUMBERS</u>	<u>PROPERTY DESCRIPTIONS</u>	<u>OWNERS NAME AND ADDRESS</u>
1 through 80	Tract 929 Unit I	Woodside Homes 9 River Park Place, Suite 430 Fresno, CA 93720
81 through 158	Tract 929 Unit II	Woodside Homes 9 River Park Place, Suite 430 Fresno, CA 93720

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS. WE FURTHER DEDICATE LOT "B" FOR STORM DRAIN PURPOSES AS SHOWN UPON THIS MAP AND THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN HEREON. WE ALSO DEDICATE THE EASEMENTS TO THE PUBLIC SHOWN HEREON FOR THE PURPOSES DEFINED HEREON.

WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

Matt Smith
MATT SMITH, AUTHORIZED SIGNER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Kings

ON October 20, 2022 BEFORE ME, Gay Lynne Hooper
NOTARY PUBLIC, PERSONALLY APPEARED Matt Smith

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Gay Lynne Hooper

(PRINT NAME) Gay Lynne Hooper

MY COMMISSION NO. 2349018 MY COMMISSION EXPIRES March 22, 2025

PRINCIPAL OFFICE IN COUNTY OF Kings

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: 10/7/22

JAMES P. ERB, CPA, DIRECTOR OF FINANCE

BY: Daisy Magaña, Deputy



609 N. IRWIN ST.

HANFORD, CA. 93230

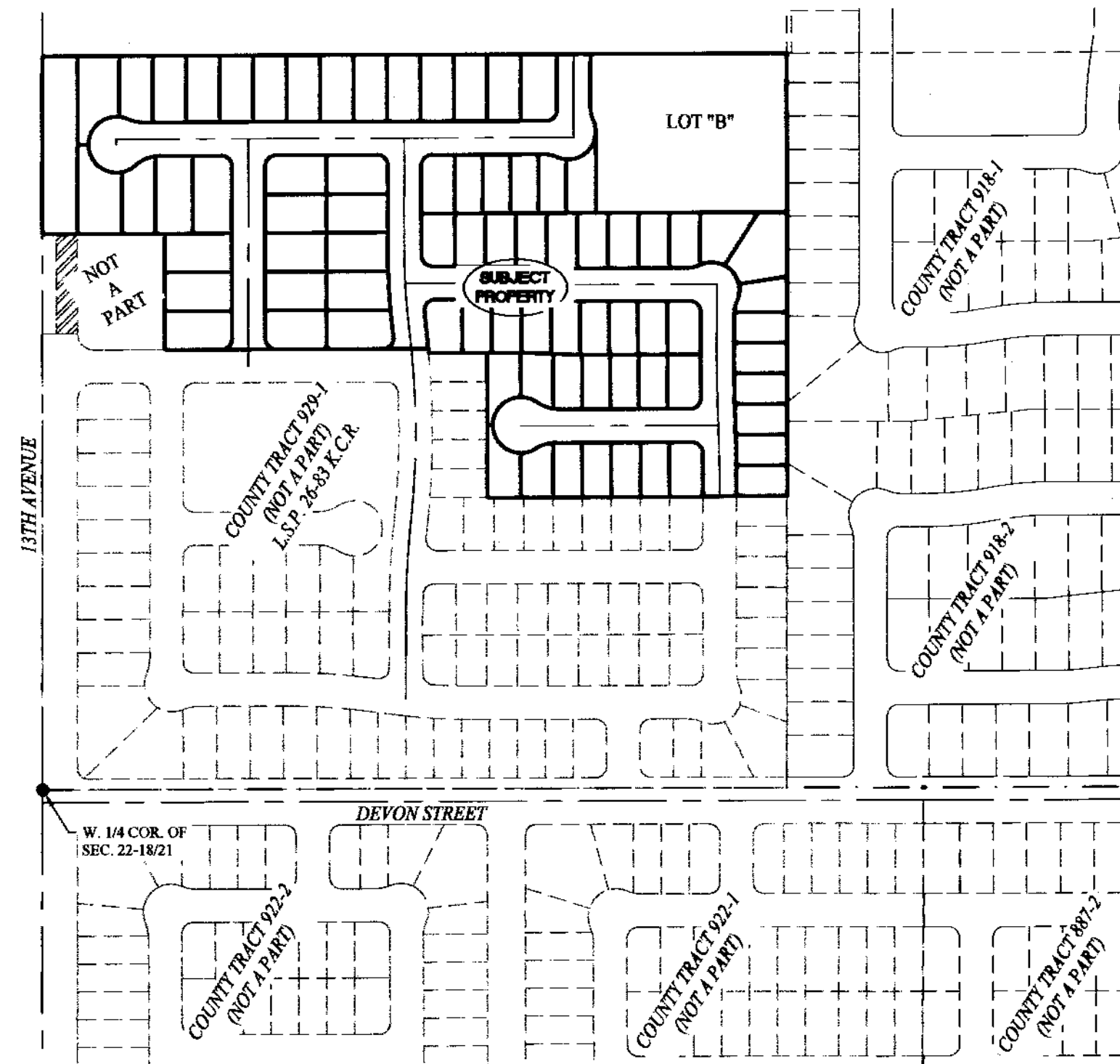
PH. (559) 582-1056

FILE NO. 0778013

SHEET ONE OF FIVE SHEETS

COUNTY TRACT No. 929**UNIT 2**

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

UNIT II
THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF KINGS, CITY OF HANFORD, DESCRIBED AS FOLLOWS:

ALL THAT AS DESIGNATED REMAINDER AND LOT "B", OF COUNTY TRACT NO. 929 UNIT 1, RECORDED APRIL 8, 2021, IN BOOK 26 OF MAPS, AT PAGE 83, KINGS COUNTY RECORDS.
CONTAINING 18.51 ACRES MORE OR LESS

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF FIVE SHEETS WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MATT SMITH OF WOODSIDE HOMES, INC. IN THE MONTH OF SEPTEMBER, 2020. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR AFTER THE RECORDING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 15 DAY OF March, 2022

John A. Zumwalt
JOHN A. ZUMWALT, R.C.E. 21489

ACTING CITY SURVEYOR

I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS _____ DAY OF _____, 20____.

JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

CITY ENGINEER'S STATEMENT

I, LISA A. DOCK, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

LISA A. DOCK, ACTING CITY ENGINEER, R.C.E. 68225

CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS AND EASEMENTS AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND LOT B SHOWN HEREON.

DATED THIS _____ DAY OF _____, 20____.

NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD _____, 20____.
DATED THIS _____ DAY OF _____, 20____.

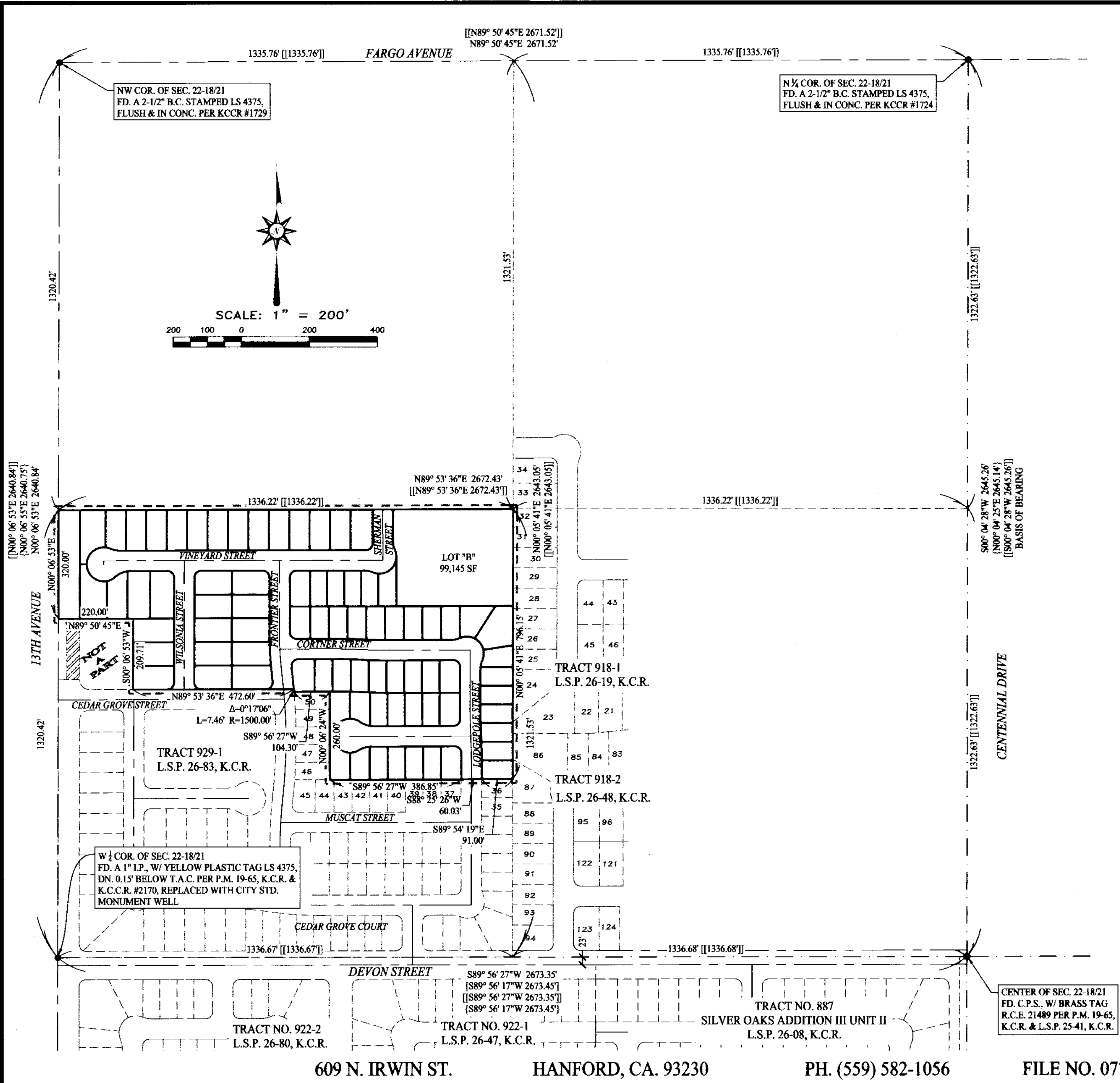
GABRIELLE MYERS, ACTING COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE

FEE BOOK NO. _____ FEE PAID _____
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK IN VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____
DEPUTY



COUNTY TRACT No. 929
UNIT 2
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON GPS OBSERVATIONS OF THE FOUND MONUMENTS USING NETWORK RTK SOLUTIONS PROVIDED BY THE CALIFORNIA SURVEYING AND DRAFTING SUPPLY REAL-TIME NETWORK, USING THE 2016 ADJUSTMENT. ON THIS BASIS, THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M. BEARS S00° 04' 28" W.

SURVEYOR'S NOTE
ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:
SIDE AND REAR LOT CORNERS ADJACENT TO 13TH AVENUE ARE MONUMENTED AS WITNESS CORNERS BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

SPECIAL MONUMENT NOTE:
ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE INTERSECTION OF THE LOT LINE AND THE FRONT P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

- LEGEND**
- FOUND MONUMENT AS NOTED
 - ▲ FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" LP., INSIDE A MONUMENT WELL
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT.
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP
 - INDICATES 6' PUBLIC UTILITY EASEMENT
 - △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - { } RECORD DATA PER LSP 21-53, K.C.R.
 - [] RECORD DATA PER LSP 25-41, K.C.R.
 - [] RECORD DATA PER LSP 26-19, K.C.R.
 - () INDICATES STREET ADDRESSES
 - /// ACCESS DENIED TO 13TH AVENUE
 - K.C.R. KINGS COUNTY RECORDS
 - K.C.C.R. KINGS COUNTY CORNER RECORD
 - K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
 - C.P.S. COTTON PICKER SPINDLE
 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
 - DISTINCTIVE BORDER

CAL. ENGINEER
**ZUMWALT
HANSEN &
LAND SURVEYORS**

COUNTY TRACT No. 929

UNIT 2

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

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SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS ADJACENT TO 13TH AVENUE AND LOTS 99, 100, AND 101 ARE MONUMENTED AS WITNESS CORNERS BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER.

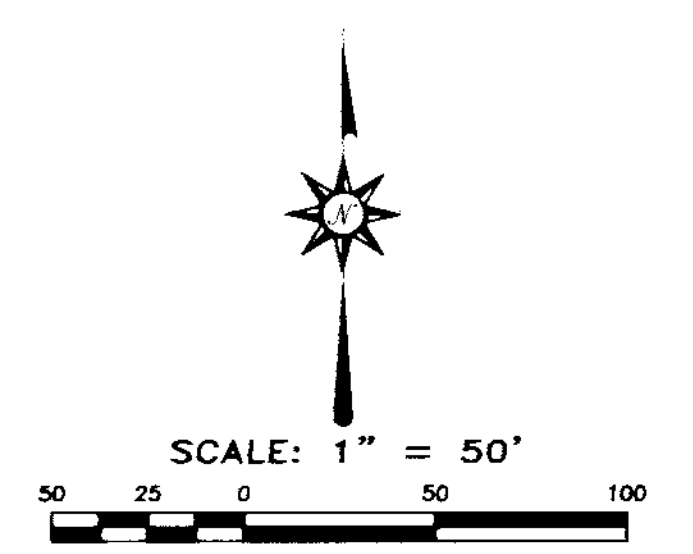
SPECIAL MONUMENT NOTE:

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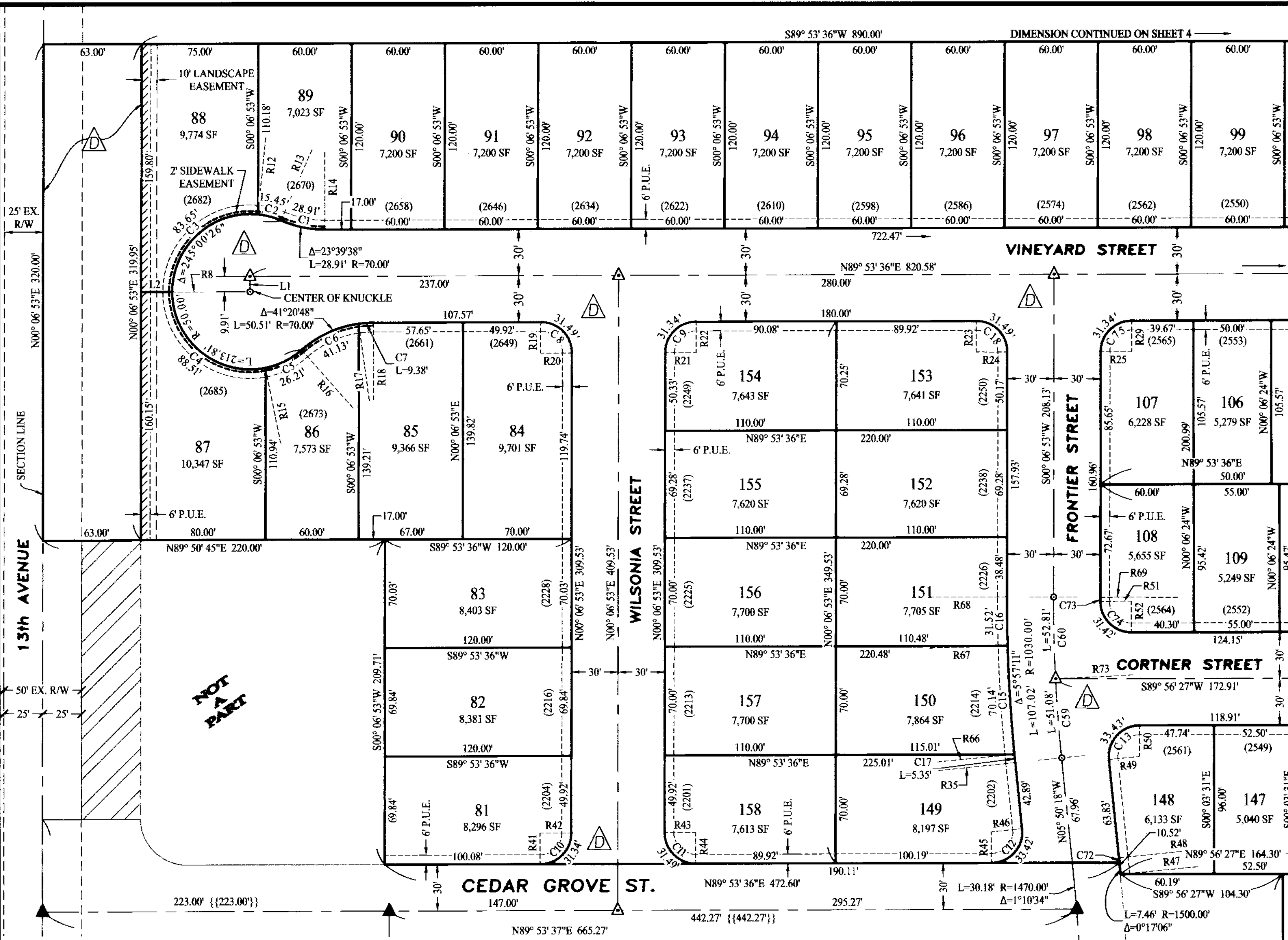
LEGEND

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- ▲ FOUND 2-1/2" BRASS CAP STAMPED R.C.E. 21489, ON A 2" I.P., INSIDE A MONUMENT WELL
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- [] RECORD DATA PER LSP 25-41, K.C.R.
- [] RECORD DATA PER LSP 26-83, K.C.R.
- [] RECORD DATA PER LSP 2-6-19, K.C.R.
- () INDICATES STREET ADDRESSES
- /// ACCESS DENIED TO 13TH AVENUE

K.C.R. KINGS COUNTY RECORDS
K.C.C.R. KINGS COUNTY CORNER RECORD
K.C.O.R. KINGS COUNTY OFFICIAL RECORDS
C.P.S. COTTON PICKER SPINDLE
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF



**ZUMWALT
HANSEN &
L.A.D. SURVEYORS**



Radial Line Table				Radial Line Table				Radial Line Table				Radial Line Table				Curve Table				Curve Table				Curve Table			
Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
R8	N90° 00' 00"E	R20	S89° 53' 07"E	R42	S89° 53' 07"E	R51	S89° 57' 19"W	C1	28.91'	70.00'	23° 39' 38"	C10	31.34'	20.00'	89° 46' 44"	C60	52.81'	1000.00'	3° 01' 34"	C10	31.34'	20.00'	89° 46' 44"	C60	52.81'	1000.00'	3° 01' 34"
R12	N03° 51' 14"E	R21	N89° 53' 07"W	R43	S89° 53' 07"E	R52	N00° 03' 33"W	C2	15.45'	50.00'	17° 42' 00"	C11	31.49'	20.00'	90° 13' 16"	C72	3.06'	1500.00'	0° 07' 01"	C11	31.49'	20.00'	90° 13' 16"	C72	3.06'	1500.00'	0° 07' 01"
R13	N23° 33' 14"E	R22	S00° 06' 24"E	R44	S00° 06' 24"E	R66	S84° 27' 34"W	C3	83.65'	50.00'	95° 51' 14"	C12	33.42'	20.00'	95° 43' 54"	C73	2.70'	970.00'	0° 09' 34"	C12	33.42'	20.00'	95° 43' 54"	C73	2.70'	970.00'	0° 09' 34"
R14	S00° 06' 24"E	R23	S00° 06' 24"E	R45	S00° 06' 24"E	R67	S88° 21' 41"W	C4	88.51'	50.00'	101° 25' 21"	C13	33.43'	20.00'	95° 46' 45"	C74	31.42'	20.00'	90° 00' 52"	C13	33.43'	20.00'	95° 46' 45"	C74	31.42'	20.00'	90° 00' 52"
R15	N11° 25' 21"W	R24	S89° 53' 07"E	R46	S84° 09' 42"W	R68	N89° 53' 07"W	C5	26.21'	50.00'	30° 01' 51"	C14	70.14'	1030.00'	3° 54' 07"	C75	31.34'	20.00'	89° 46' 44"	C14	70.14'	1030.00'	3° 54' 07"	C75	31.34'	20.00'	89° 46' 44"
R16	S41° 27' 11"E	R25	S89° 53' 07"E	R47	N84° 33' 50"E	R69	S89° 53' 07"E	C6	41.13'	70.00'	33° 40' 06"	C16	31.52'	1030.00'	1° 45' 12"	Line Table				C16	31.52'	1030.00'	1° 45' 12"	Line Table			
R17	N07° 47' 06"W	R29	N00° 06' 24"W	R48	N84° 09' 42"E	R73	N87° 05' 19"E	C7	9.38'	70.00'	7° 40' 42"	C17	5.35'	1030.00'	0° 17' 52"					C17	5.35'	1030.00'	0° 17' 52"				
R18	N00° 06' 24"W	R35	S84° 09' 42"W	R49	S84° 09' 42"W			C8	31.49'	20.00'	90° 13' 16"	C18	31.49'	20.00'	90° 13' 16"					C18	31.49'	20.00'	90° 13' 16"				
R19	S00° 06' 24"E	R41	N00° 06' 24"W	R50	S00° 03' 33"E			C9	31.34'	20.00'	89° 46' 44"	C59	51.08'	1000.00'	2° 55' 37"					C59	51.08'	1000.00'	2° 55' 37"				

COUNTY TRACT No. 929 UNIT 2

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

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MONUMENT NOTE:

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LEGEND

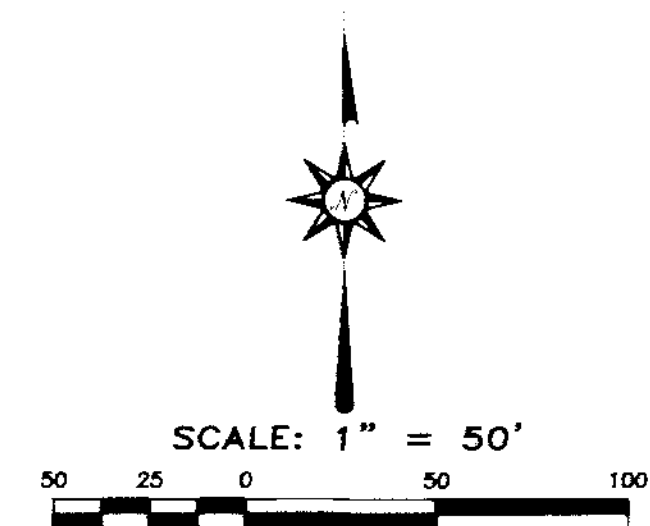
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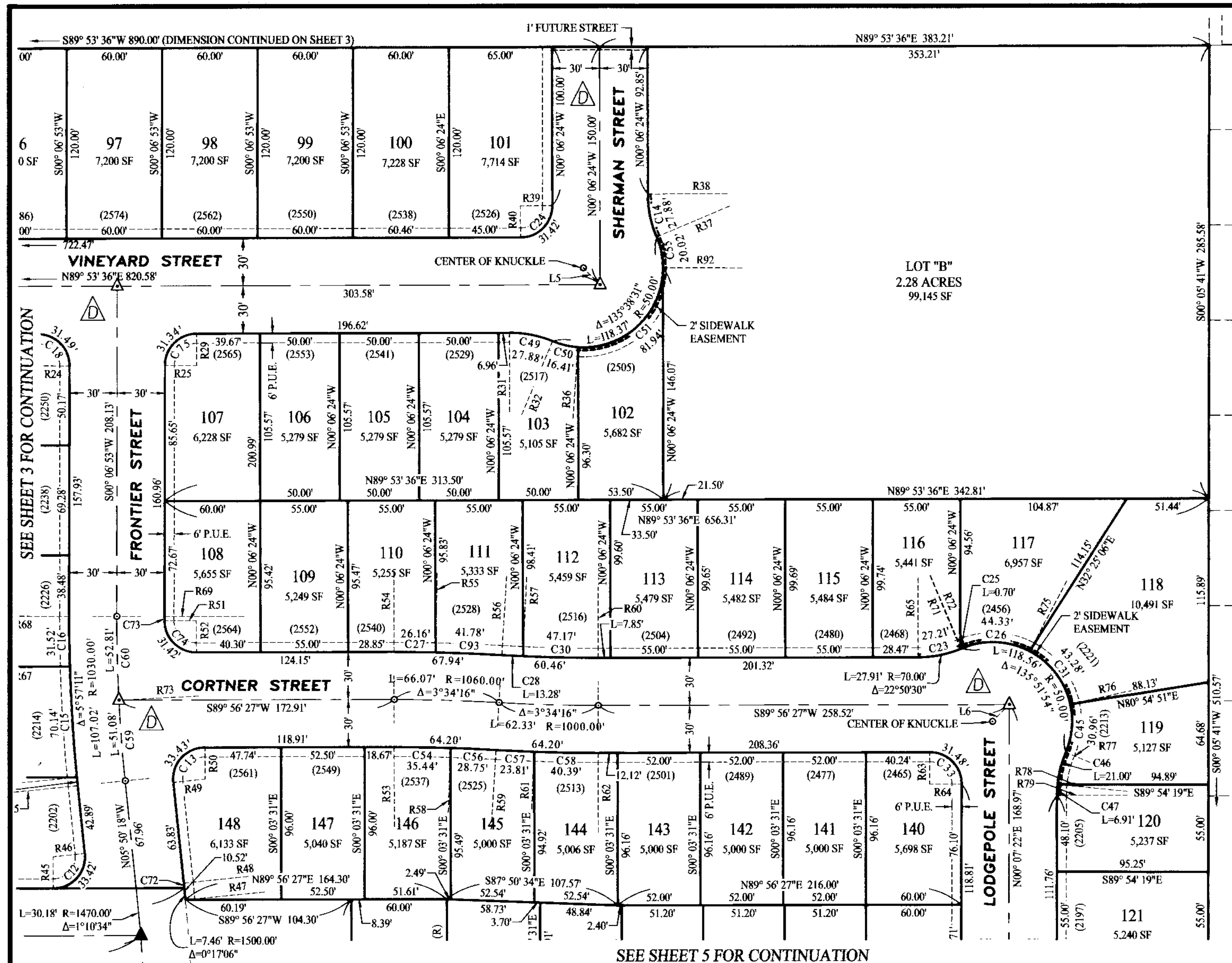
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CAL. ENGINEERS
**ZUMWALT
HANSEN &
LAND SURVEYORS**



Radial Line Table		Radial Line Table		Radial Line Table		Radial Line Table		Radial Line Table	
Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing	Line #	Bearing
R24	S89° 53' 07"E	R40	N00° 06' 24"W	R53	S00° 03' 33"E	R62	S00° 03' 33"E	R75	S27° 53' 52"W
R25	S89° 53' 07"E	R45	S00° 06' 24"E	R54	N00° 03' 33"W	R63	S00° 03' 33"E	R76	N77° 29' 17"E
R29	N00° 06' 24"W	R46	S84° 09' 42"W	R55	N01° 18' 57"E	R64	S89° 52' 38"E	R77	S67° 02' 08"E
R31	S00° 06' 24"E	R47	N84° 33' 50"E	R56	N03° 30' 43"E	R65	N00° 03' 33"W	R78	S84° 13' 14"E
R32	N22° 42' 52"E	R48	N84° 09' 42"E	R57	N02° 43' 38"E	R67	S88° 21' 41"W	R79	N89° 52' 38"W
R36	N03° 54' 17"E	R49	S84° 09' 42"W	R58	S01° 54' 45"W	R68	N89° 53' 07"W	R92	S89° 59' 05"E
R37	N67° 04' 21"E	R50	S00° 03' 33"E	R59	S03° 30' 43"W	R71	N22° 19' 35"W		
R38	S89° 53' 36"W	R51	S89° 57' 19"W	R60	N00° 03' 33"W	R72	S22° 54' 03"E		
R39	N89° 53' 36"E	R52	N00° 03' 33"W	R61	S02° 11' 15"W	R73	N87° 05' 19"E		

Curve Table				Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C12	33.42'	20.00'	95° 43' 54"	C26	44.33'	50.00'	50° 47' 55"	C49	27.88'	70.00'	22° 49' 15"	C60	52.81'	1000.00'	3° 01' 34"
C13	33.43'	20.00'	95° 46' 45"	C27	26.16'	1090.00'	1° 22' 30"	C50	16.41'	50.00'	18° 48' 34"	C72	3.06'	1500.00'	0° 07' 01"
C14	27.88'	70.00'	22° 49' 15"	C28	13.28'	970.00'	0° 47' 05"	C51	81.93'	50.00'	93° 53' 22"	C73	2.70'	970.00'	0° 09' 34"
C15	70.14'	1030.00'	3° 54' 07"	C30	47.17'	970.00'	2° 47' 11"	C54	35.44'	1030.00'	1° 58' 18"	C74	31.42'	20.00'	90° 07' 52"
C16	31.52'	1030.00'	1° 45' 12"	C31	43.28'	50.00'	49° 35' 24"	C55	19.81'	50.00'	22° 41' 57"	C75	31.34'	20.00'	89° 46' 44"
C18	31.49'	20.00'	90° 13' 16"	C33	31.48'	20.00'	90° 10' 55"	C56	28.75'	1030.00'	1° 35' 58"	C93	41.78'	1090.00'	2° 11' 46"
C23	27.20'	70.00'	22° 16' 02"	C45	30.96'	50.00'	35° 28' 35"	C57	23.81'	1030.00'	1° 19' 28"				
C24	31.42'	20.00'	90° 00' 00"	C46	21.00'	70.00'	17° 11' 05"	C58	40.39'	1030.00'	2° 14' 47"				
C25	0.70'	70.00'	0° 34' 28"	C47	6.91'	70.00'	5° 39' 25"	C59	51.08'	1000.00'	2° 55' 37"				

609 N. IRWIN ST.

HANFORD, CA. 93230

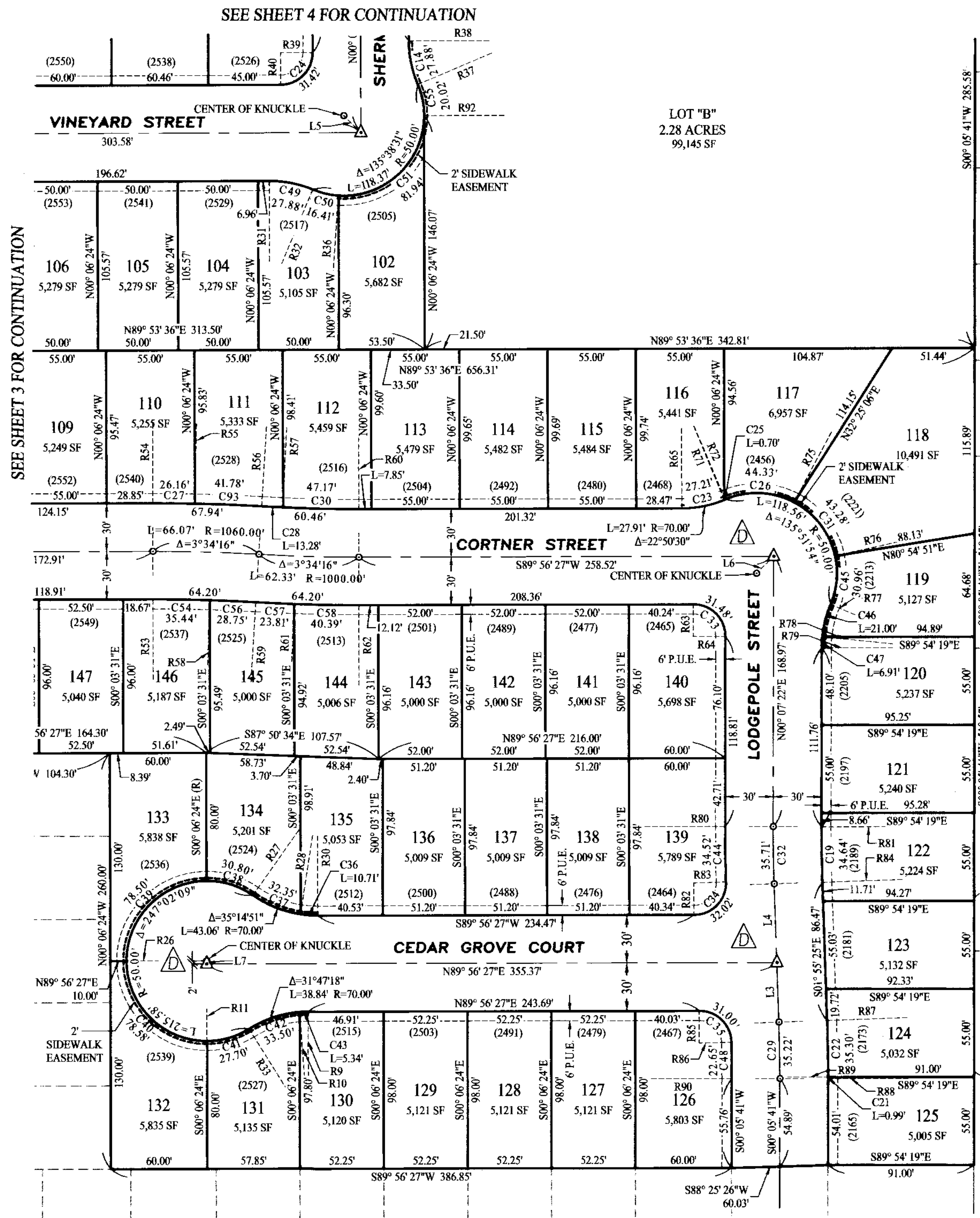
PH. (559) 582-1056

FILE NO. 0778013

SHEET FOUR OF FIVE SHEETS

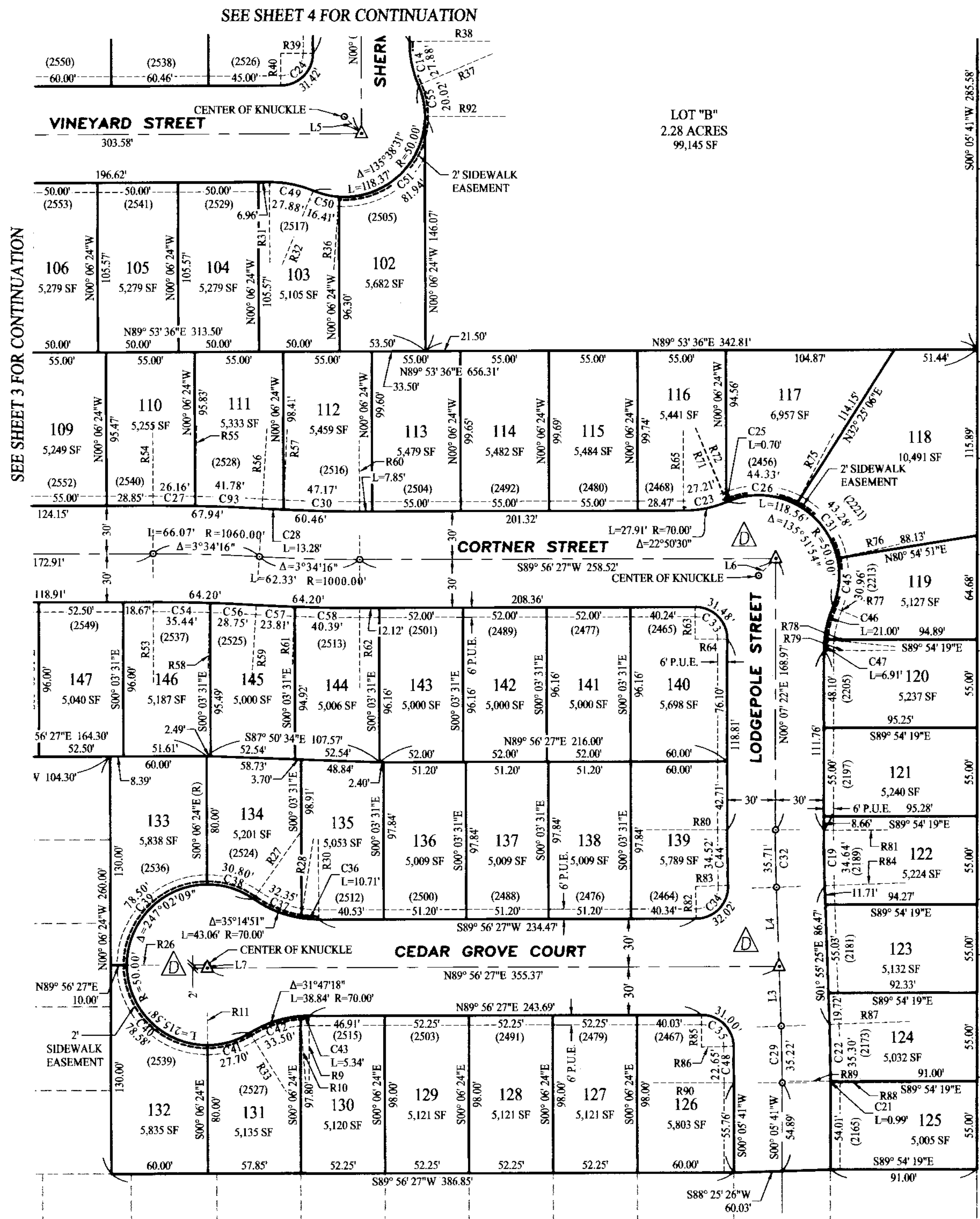
Radial Line Table					Curve Table		
Line #	Bearing	Curve #	Length	Radius	Delta		
R9	N00° 03' 33"W	C14	27.88'	70.00'	22° 49' 15"		
R10	S04° 25' 53"E	C19	34.64'	970.00'	2° 02' 47"		
R11	S00° 06' 23"E	C21	0.99'	1030.00'	0° 03' 17"		
R26	N89° 56' 27"E	C22	35.30'	1030.00'	1° 57' 48"		
R27	N35° 11' 18"E	C23	27.20'	70.00'	22° 16' 02"		
R28	N08° 42' 40"E	C24	31.42'	20.00'	90° 00' 00"		
R30	S00° 03' 33"E	C25	0.70'	70.00'	0° 34' 28"		
R31	S00° 06' 24"E	C26	44.33'	50.00'	50° 47' 55"		
R32	N22° 42' 52"E	C27	26.16'	1090.00'	1° 22' 30"		
R33	S31° 50' 51"E	C28	13.28'	970.00'	0° 47' 05"		
R36	N03° 54' 17"E	C29	35.22'	1000.00'	2° 01' 06"		
R37	N67° 04' 21"E	C30	47.17'	970.00'	2° 47' 11"		
R38	S89° 53' 36"W	C31	43.28'	50.00'	49° 35' 24"		
R39	N89° 53' 36"E	C32	35.71'	1000.00'	2° 02' 47"		
R40	N00° 06' 24"W	C33	31.48'	20.00'	90° 10' 55"		
R53	S00° 03' 33"E	C34	32.02'	20.00'	91° 44' 19"		
R54	N00° 03' 33"W	C35	31.00'	20.00'	88° 48' 57"		
R55	N01° 18' 57"E	C36	10.71'	70.00'	8° 46' 13"		
R56	N03° 30' 43"E	C37	32.35'	70.00'	26° 28' 38"		
R57	N02° 43' 38"E	C38	30.80'	50.00'	35° 17' 42"		
R58	S01° 54' 45"W	C39	78.50'	50.00'	89° 57' 09"		
R59	S03° 30' 43"W	C40	78.58'	50.00'	90° 02' 50"		
R60	N00° 03' 33"W	C41	27.70'	50.00'	31° 44' 28"		
R61	S02° 11' 15"W	C42	33.50'	70.00'	27° 24' 58"		
R62	S00° 03' 33"E	C43	5.34'	70.00'	4° 22' 20"		
R63	S00° 03' 33"E	C44	34.52'	1030.00'	1° 55' 14"		
R64	S89° 52' 38"E	C45	30.96'	50.00'	35° 28' 35"		
R65	N00° 03' 33"W	C46	21.00'	70.00'	17° 11' 05"		
R71	N22° 19' 35"W	C47	6.91'	70.00'	5° 39' 25"		
R72	S22° 54' 03"E	C48	22.65'	970.00'	1° 20' 16"		
R75	S27° 53' 52"W	C49	27.88'	70.00'	22° 49' 15"		
R76	N77° 29' 17"E	C50	16.41'	50.00'	18° 48' 34"		
R77	S67° 02' 08"E	C51	81.93'	50.00'	93° 53' 22"		
R78	S84° 13' 14"E	C54	35.44'	1030.00'	1° 58' 18"		
R79	N89° 52' 38"W	C55	19.81'	50.00'	22° 41' 57"		
R80	N89° 52' 38"W	C56	28.75'	1030.00'	1° 35' 58"		
R81	S89° 52' 38"E	C57	23.81'	1030.00'	1° 19' 28"		
R82	N00° 03' 33"W	C58	40.39'	1030.00'	2° 14' 47"		
R83	N88° 12' 08"E	C93	41.78'	1090.00'	2° 11' 46"		
R84	N88° 04' 35"E						
R85	S00° 03' 33"E						
R86	N88° 45' 24"E						
R87	N88° 04' 35"E						
R88	S89° 54' 19"E						
R89	N89° 57' 37"W						
R90	N89° 54' 19"W						
R92	S89° 59' 05"E						

Line Table		
Line #	Length	Bearing
L3	86.47'	N01° 55' 25"W
L4	86.47'	N01° 55' 25"W
L5	15.00'	N45° 06' 24"W
L6	15.00'	S45° 01' 54"W
L7	2.00'	N00° 03' 33"W



Radial Line Table		Curve Table			
Line #	Bearing	Curve #	Length	Radius	Delta
R9	N00° 03' 33"W	C14	27.88'	70.00'	22° 49' 15"
R10	S04° 25' 53"E	C19	34.64'	970.00'	2° 02' 47"
R11	S00° 06' 23"E	C21	0.99'	1030.00'	0° 03' 17"
R26	N89° 56' 27"E	C22	35.30'	1030.00'	1° 57' 48"
R27	N35° 11' 18"E	C23	27.20'	70.00'	22° 16' 02"
R28	N08° 42' 40"E	C24	31.42'	20.00'	90° 00' 00"
R30	S00° 03' 33"E	C25	0.70'	70.00'	0° 34' 28"
R31	S00° 06' 24"E	C26	44.33'	50.00'	50° 47' 55"
R32	N22° 42' 52"E	C27	26.16'	1090.00'	1° 22' 30"
R33	S31° 50' 51"E	C28	13.28'	970.00'	0° 47' 05"
R36	N03° 54' 17"E	C29	35.22'	1000.00'	2° 01' 06"
R37	N67° 04' 21"E	C30	47.17'	970.00'	2° 47' 11"
R38	S89° 53' 36"W	C31	43.28'	50.00'	49° 35' 24"
R39	N89° 53' 36"E	C32	35.71'	1000.00'	2° 02' 47"
R40	N00° 06' 24"W	C33	31.48'	20.00'	90° 10' 55"
R53	S00° 03' 33"E	C34	32.02'	20.00'	91° 44' 19"
R54	N00° 03' 33"W	C35	31.00'	20.00'	88° 48' 57"
R55	N01° 18' 57"E	C36	10.71'	70.00'	8° 46' 13"
R56	N03° 30' 43"E	C37	32.35'	70.00'	26° 28' 38"
R57	N02° 43' 38"E	C38	30.80'	50.00'	35° 17' 42"
R58	S01° 54' 45"W	C39	78.50'	50.00'	89° 57' 09"
R59	S03° 30' 43"W	C40	78.58'	50.00'	90° 02' 50"
R60	N00° 03' 33"W	C41	27.70'	50.00'	31° 44' 28"
R61	S02° 11' 15"W	C42	33.50'	70.00'	27° 24' 58"
R62	S00° 03' 33"E	C43	5.34'	70.00'	4° 22' 20"
R63	S00° 03' 33"E	C44	34.52'	1030.00'	1° 55' 14"
R64	S89° 52' 38"E	C45	30.96'	50.00'	35° 28' 35"
R65	N00° 03' 33"W	C46	21.00'	70.00'	17° 11' 05"
R71	N22° 19' 35"W	C47	6.91'	70.00'	5° 39' 25"
R72	S22° 54' 03"E	C48	22.65'	970.00'	1° 20' 16"
R75	S27° 53' 52"W	C49	27.88'	70.00'	22° 49' 15"
R76	N77° 29' 17"E	C50	16.41'	50.00'	18° 48' 34"
R77	S67° 02' 08"E	C51	81.93'	50.00'	93° 53' 22"
R78	S84° 13' 14"E	C54	35.44'	1030.00'	1° 58' 18"
R79	N89° 52' 38"W	C55	19.81'	50.00'	22° 41' 57"
R80	N89° 52' 38"W	C56	28.75'	1030.00'	1° 35' 58"
R81	S89° 52' 38"E	C57	23.81'	1030.00'	1° 19' 28"
R82	N00° 03' 33"W	C58	40.39'	1030.00'	2° 14' 47"
R83	N88° 12' 08"E	C93	41.78'	1090.00'	2° 11' 46"
R84	N88° 04' 35"E				
R85	S00° 03' 33"E				
R86	N88° 45' 24"E				
R87	N88° 04' 35"E				
R88	S89° 54' 19"E				
R89	N89° 57' 37"W				
R90	N89° 54' 19"W				
R92	S89° 59' 05"E				

Line Table		
Line #	Length	Bearing
L3	86.47'	N01° 55' 25"W
L4	86.47'	N01° 55' 25"W
L5	15.00'	N45° 06' 24"W
L6	15.00'	S45° 01' 54"W
L7	2.00'	N00° 03' 33"W





AGENDA STAFF REPORT

MEETING DATE: 11/1/2022

AGENDA SECTION: I

SUBJECT:

Public Works: Appropriation of \$499,067 in funding from the Refuse Capital Reserve fund to cover \$374,066.54 in costs for new front load refuse truck and \$125,000 for on-board truck scales to reduce overweight loads.

RECOMMENDATION:

That the City Council, by motion, appropriate the following funds from the Refuse Capital Reserve account in accordance with the refuse rate study recommendations.

- \$374,066.54 for the purchase of a new front-load refuse truck from EM Tharpe utilizing a Souncewell contract. This expense is slated for FY2024, but lead time on such vehicles is currently running 12 months.
- \$125,000 for the installation of scales on the refuse vehicles to reduce overweight loads.

BACKGROUND:

At the October 20, 2022 meeting, Council adopted new refuse rates in accordance with the Proposition 218 process. In addition, Council approved several items that were recommended in the refuse rate study conducted by IG Services, including the purchase of a new front-load refuse truck and the installation of on-board scales for the entire refuse fleet to reduce overweight loads.

Due to an oversight by staff, no motion was included for Council to appropriate the funds to purchase the above equipment. The authority to appropriate funding, regardless of whether or not it is approved in the budget, lies solely with the City Council. This recommended motion corrects the previous oversight.

FISCAL IMPACT:

There is sufficient funds in the refuse capital reserve fund to fund the listed purchases.

FISCAL IMPACT:

Based on the recently approved refuse rate increase, there will be sufficient funds in the refuse capital reserve fund to fund the listed purchases.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: A
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SUBJECT:

Community Development: Mitigated Negative Declaration No. 2022-31: A request to certify that the project will not have a significant effect on the environment with the incorporation of mitigation measures. General Plan Amendment No. 2021-01C: A request to change the land use designation from Medium Density Residential to Corridor Mixed Use on 18 parcels totaling approximately 28 acres. The request is due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). The proposed land use designation is compatible with the ALUCP. Prezone 2021-14: A request related to an annexation request in process for a County Island that is within the City of Hanford Sphere of influence. A request to pre-zone/rezone the site from C-S – Service Commercial (County) to MX – C - Corridor Mixed Use (City), consistent with the proposed land use designation and the ALUCP, on 18 parcels totaling approximately 28 acres. The project is located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026).

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

Staff Report - General Plan Amendment 2021-01 C

Resolution 22-42-R

Ordinance No. 22-08

Attachment 1 ISMND 2022-31

Attachment 2 - Lavenson-Avedisian comments to City Council re Zoning Changes_10-26-2022_SIGNED

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, November 1, 2022

PROJECT: **Mitigated Negative Declaration No. 2022-31:** A request to certify that the project will not have a significant effect on the environment with the incorporation of mitigation measures.

General Plan Amendment No. 2021-01C: A request to change the land use designation from Medium Density Residential to Corridor Mixed Use on 18 parcels totaling approximately 28 acres. The request is due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). The proposed land use designation is compatible with the ALUCP.

Prezone 2021-14: A request related to an annexation request in process for a County Island that is within the City of Hanford Sphere of influence. A request to pre-zone/rezone the site from C-S – Service Commercial (County) to MX – C - Corridor Mixed Use (City), consistent with the proposed land use designation and the ALUCP, on 18 parcels totaling approximately 28 acres.

LOCATION: The project is located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026).

PLANNER: Gabrielle Myers, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Mitigated Negative Declaration No. 2022-31, certifying that the project will not have a significant effect on the environment with the incorporation of mitigation measures.
2. Adopt Resolution 22-42-R approving General Plan Amendment No. 2021-01C.
3. Introduce and waive the first reading of Ordinance No. 2022-08, approving Prezone No. 2021-14.

RECOMMENDED MOTION

1. I move to adopt Mitigated Negative Declaration No. 2022-31, certifying that the project will not have a significant effect on the environment with the incorporation of mitigation measures.
2. I move to adopt Resolution 22-42-R approving General Plan Amendment No. 2021-01C.

3. I move to introduce and waive the first reading of Ordinance No. 2022-08, approving Prezone No. 2021-14.

PROJECT DESCRIPTION

The project includes a General Plan Amendment (GPA No. 2021-01C) and Pre-Zone/Rezone (Rezone No. 2021-14) pertaining to 18 parcels, totaling approximately 28 acres, located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026) (See **Figure 1**). No physical development is proposed.

The General Plan Amendment is requested, due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). According to the ALUCP, a portion of the project site is located within Zone B1 (North), which limits the maximum residential density to one (1) unit per 10 acres. Residential subdivisions and multi-family residential uses are identified as non-acceptable uses in this zone. As such, the current planned land use designation of Medium Density Residential is incompatible with the ALUCP. The General Plan Amendment will change the General Plan land use designation from Medium Density Residential to Corridor Mixed Use (See **Figure 2** and **Figure 3**). The proposed land use designation is compatible with the ALUCP.

The project is currently in a County unincorporated island within the City's Sphere of Influence, but will be considered for annexation into the City at a future date. The Pre-Zone/Rezone is related to the annexation request in process for the project site. The site is currently zoned C-S – Service Commercial in Kings County (See **Figure 4**). The Pre-Zone/Rezone will pre-zone the site to MX-C – Corridor Mixed Use (See **Figure 5**). Various land uses within the MX-C Corridor Mixed Use zone district are permissible uses within the B1 zone and compatible with the ALUCP.

Figure 1
Project Location

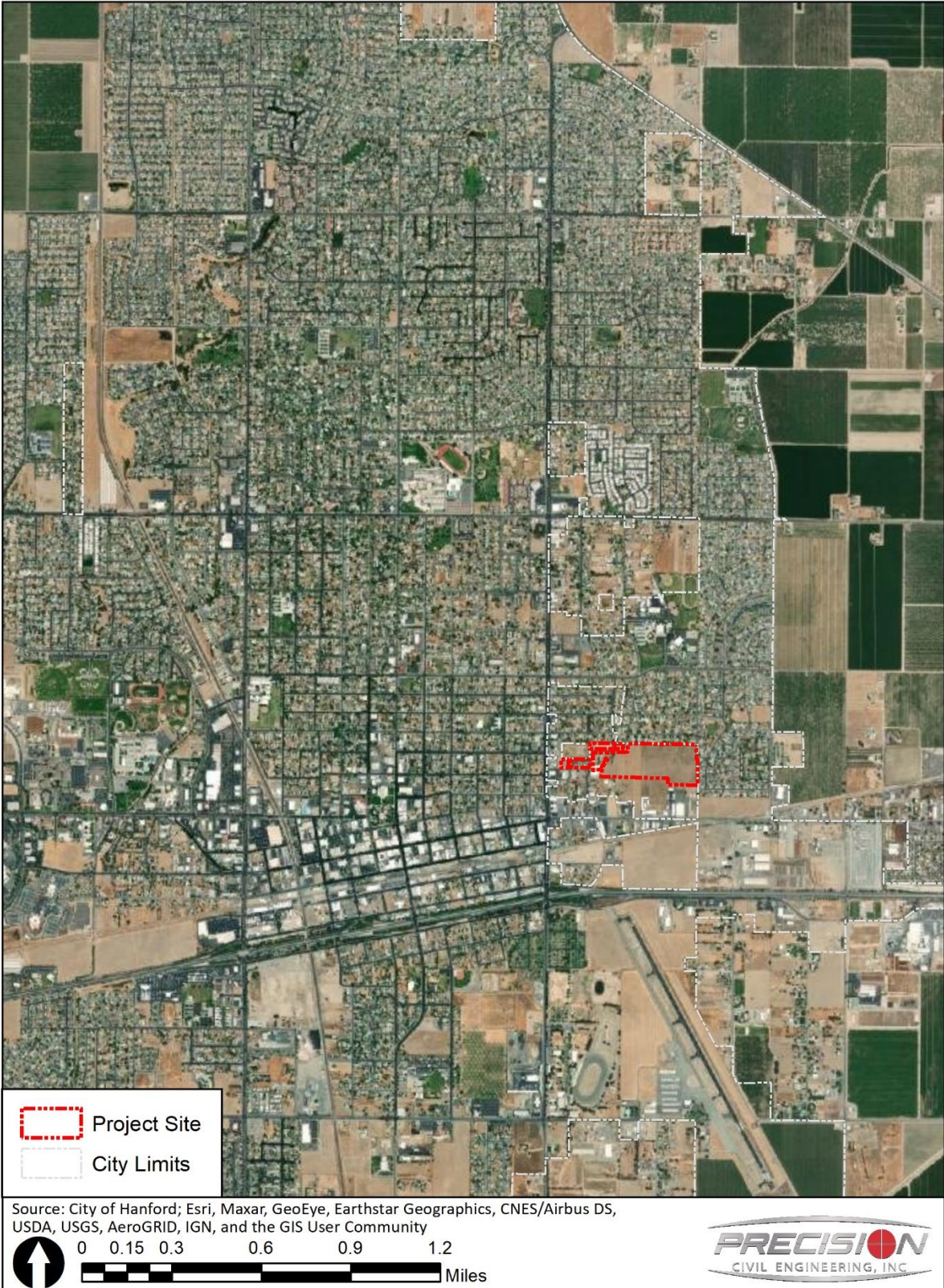


Figure 2
Current General Plan Land Use Designation

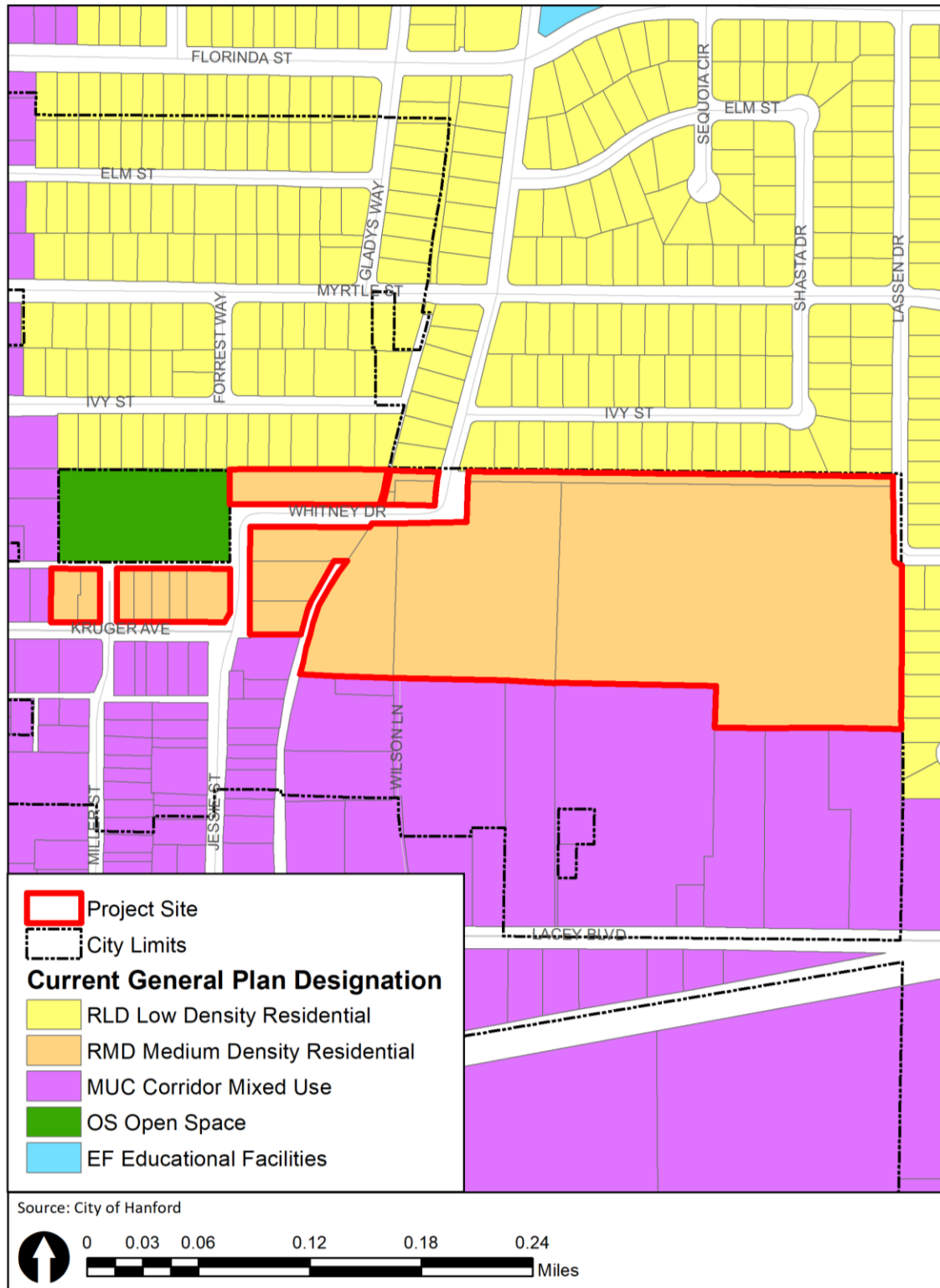


Figure 3
Proposed General Plan Land Use Designation

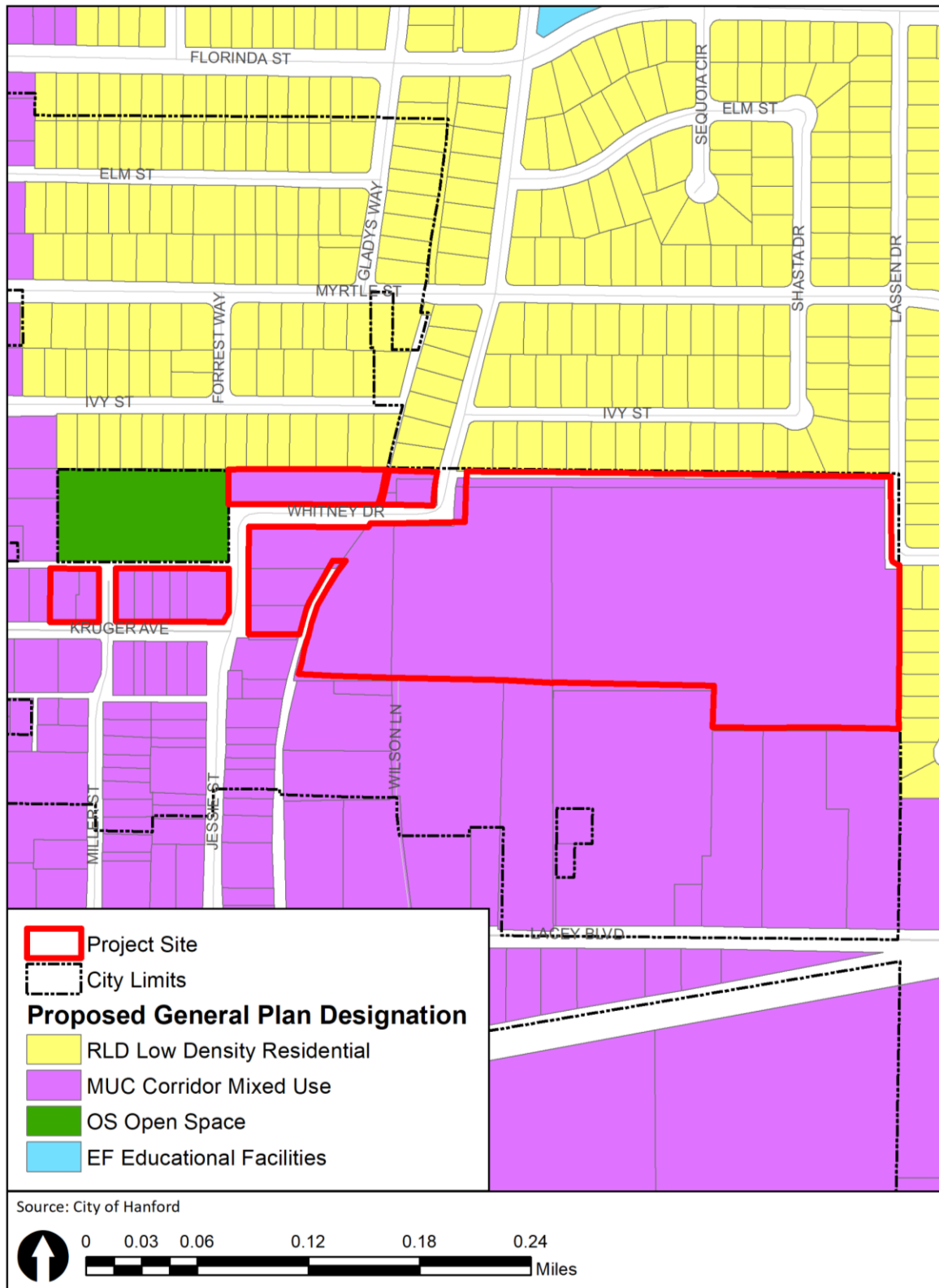


Figure 4
Current Zone District

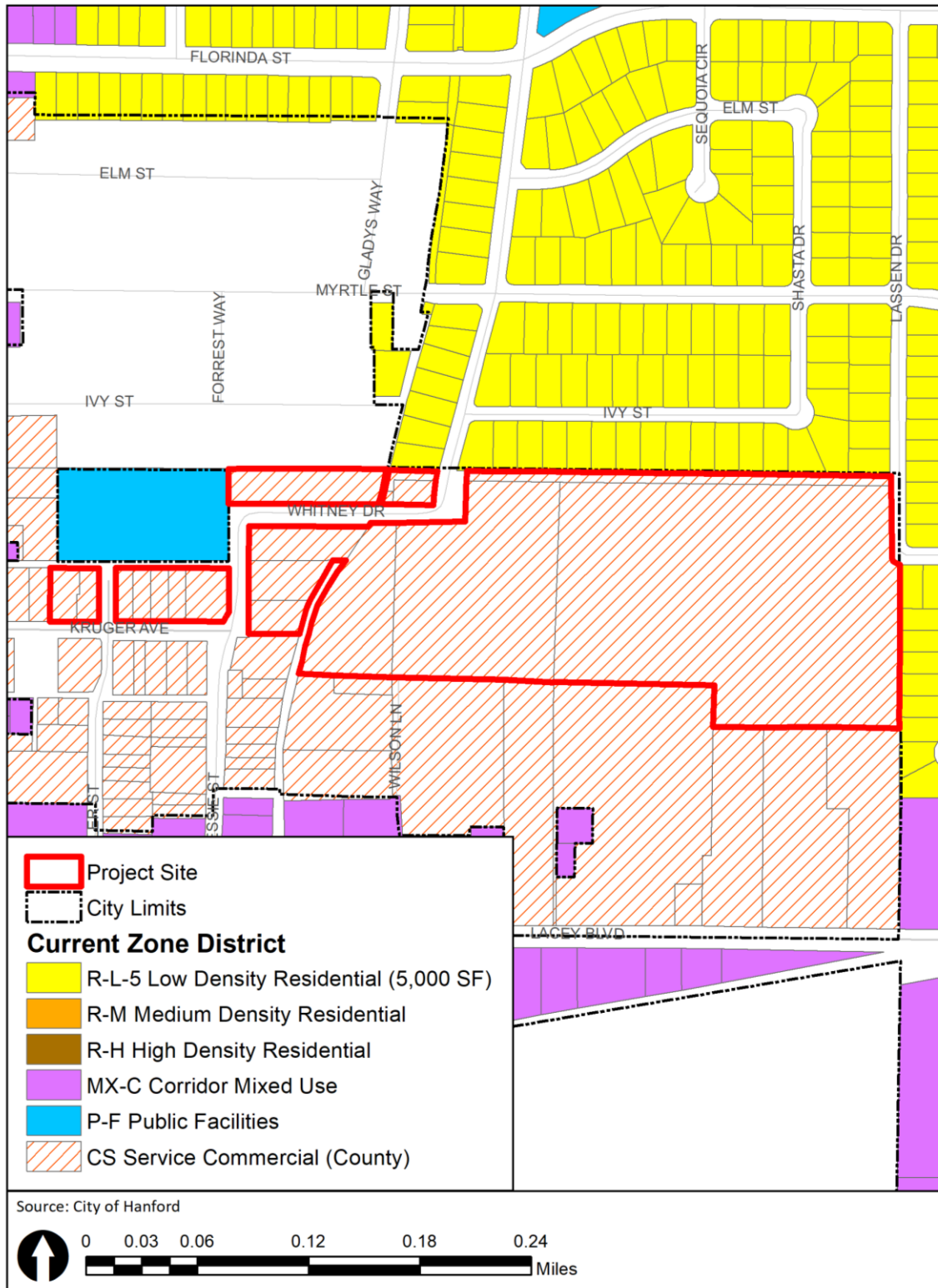
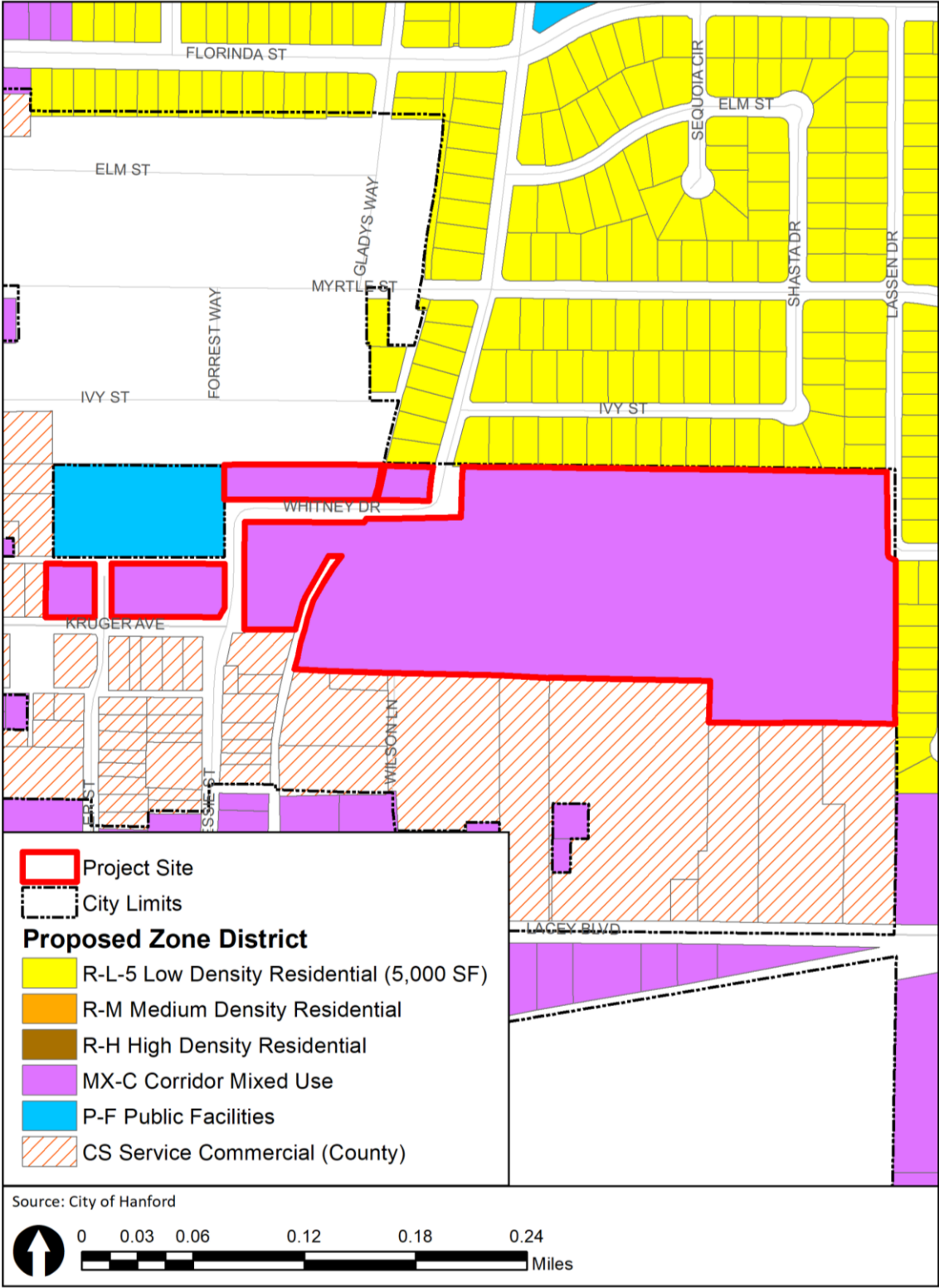


Figure 5
Proposed Zone District



As referenced in the table below, the project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-density residential development and the properties to the south and west are planned for mixed use development.

Direction from the project site	Existing Land Use	Planned Land Use	Zone District
North	Single-family residential	Low Density Residential	R-L-5 Low Density Residential
South	America's Best Value Inn, Joe's Tires, Saldana's Exhaust and Muffler, Medallion Supply, Kings County Bowl	Corridor Mixed Use	C-S – Service Commercial (County)
East	Single-family residential	Low Density Residential	R-L-5 Low Density Residential
West	Vacant, Bullet Impressions, Champi Fence Company, Single-family residential	Corridor Mixed Use	PF – Public Facilities (County)

BACKGROUND

General Plan and Zoning Designation

The General Plan designates the subject property as Medium Density Residential with a Kings County zone district of C-S – Service Commercial. In order to be consistent with the Kings County Airport Land Use Compatibility Plan (ALUCP) the City of Hanford is proposing to change the General Plan designation for the subject property to Corridor Mixed Use and the corresponding prezone district MX-C – Corridor Mixed.

The ALUCP locates the site within the Zone B of the plan, which deems medium and high densities as unacceptable land uses in this area. Thus, a clean-up action is required in order for the ALUCP, Hanford General Plan, and Hanford Zoning Ordinance to be consistent with each other.

There is not a development project associated with this request. Future development within the project area will be subject to review and compliance with the MX-C Corridor Mixed Use zone district if the designation change is permitted.

PROJECT EVALUATION

General Plan Amendment No. 2021-01C

General Plan Amendment No. 2021-01C is a request to change the land use from Medium Density Residential to Corridor Mixed Use on 18 parcels totaling approximately 28 acres. The request is due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). The proposed land use designation is compatible with the ALUCP. GPA No. 2021-01C is consistent with the following goals and policies of the General Plan.

Goal L10: [Provide] a wide range of commercial shopping opportunities that serve people's needs for goods and services at the neighborhood, citywide, and regional level, as well as the needs of the traveling public.

Analysis: The re-designation from Medium Density Residential to Corridor Mixed Use will allow the site to be used for a wide range of commercial shopping opportunities that serves people's needs for goods and services at the neighborhood and citywide level, while complying with the allowable uses in the Airport Land Use Compatibility Plan. The purpose of the Corridor Mixed Use designation is to promote a mix of commercial, office, and multi-family residential uses along transportation corridors at a scale compatible with adjacent residential neighborhoods, with intent of creating a pedestrian-friendly environment that encourages walking between uses.

Goal L12: Compatibility of commercial land uses with adjacent, surrounding land uses.

Analysis: The re-designation of the project site from Medium Density Residential to Corridor Mixed Use will not affect the ability of the project site to be compatible with adjacent, surrounding land uses. The project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-density residential development and the properties to the south and west are planned for mixed use development. The uses allowed in the Corridor Mixed Use designation allow for a mix of commercial, office, and multi-family residential uses.

Policy L65 Purpose of Corridor Mixed Use Land Use Designation: Establish the Corridor Mixed Use land use designation to promote a mix of commercial, office, and multi-family residential uses along transportation corridors at a scale compatible with adjacent residential neighborhood, with the intent of creating a pedestrian-friendly environment that encourages walking between uses.

Analysis: The project's re-designation from Medium Density Residential to Corridor Mixed Use will not conflict with General Plan Policy L65. The parcels could be developed as uses permitted or conditionally permitted in the land use table for the MX-C Corridor Mixed Use zone district, which allows for a mix of commercial, office, and multi-family residential uses. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which is consistent with permitted uses in the Corridor Mixed Use designation.

Policy L66 Typical Uses in Corridor Mixed Use Land Use Designation Define the uses allowed in the Corridor Mixed Use land use designation to include small- and medium-scale commercial providing primarily day-to-day goods and services, office, and multi-family dwellings, along with horizontal and vertical mixed-use developments that include these uses. Typical uses include duplexes, townhomes, apartments, small retail shops,

eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. Both vertical and horizontal mixed-use developments are encouraged.

Analysis: The project's re-designation to Corridor Mixed Use from High-Density Residential will not conflict with General Plan Policy L66. The parcels could be developed as uses permitted or conditionally permitted in the land use table for the MX-C Corridor Mixed Use zone district, which allows for commercial, office, and multi-family uses, as long as such uses are consistent with the ALUCP. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which are consistent with permitted uses in the Corridor Mixed Use designation.

Policy L67: Design of the Corridor Mixed Use Land Use Designation: Require that new development projects and major site reconfigurations in the Corridor Mixed Use land use designation provide site layouts, buildings, landscaping, and walkways that are designed to encourage pedestrian access on the site and between adjacent sites. Strongly encourage buildings to be located near the street corridor, with parking to the side of or behind buildings.

Analysis: Any development of the project site would be subject to the Site Plan Review process, which would ensure that all requirements of the MX-C Corridor Mixed Use zone district were implemented. As a general provision and standard for all new construction in the MX-C Corridor Mixed Use zone district, the following is implemented as conditions of approval:

1. That Mixed Use Corridor zone districts shall be designed to provide and encourage walking within the commercial uses and between the commercial uses and the residential uses within the MX-C zone and other nearby residential uses. At a minimum, this shall be accomplished with a minimum six-foot wide pedestrian path of travel between site entrances and the public sidewalk.

The Site Plan Review process ensures that all new development projects and major site reconfigurations in the Corridor Mixed Use land use designation provide site layouts, buildings, landscaping, and walkways that are designed to encourage pedestrian access on the site and between adjacent sites.

Policy L68: Location and Size of Corridor Mixed Use Land Use Designation: Locate Corridor Mixed Use land use designations along one or both sides of portions of arterial streets where a mix of commercial and residential uses would benefit the neighborhood. Specific locations shall include portions of 10th Avenue, Lacey Boulevard, Garner Avenue, and Hanford-Armona Road.

Analysis: There are instances where the Corridor Mixed Use designation is located on portions of streets which are not arterials as referenced in Policy L68. The subject project site is located where mixed-use development would benefit the neighborhood, as a continuation of commercial uses located adjacent to East Lacey Boulevard and North 10th Avenue. The designation would provide as continuation of the Corridor Mixed Use designation existing west and south of the project area.

Rezone No. 2021-14

Pre-Zone/Rezone No. 2021-14 is a request related to an annexation request in process for a County Island that is within the City of Hanford Sphere of influence. A request to pre-zone/rezone the site from C-S – Service Commercial (County) to MX – C - Corridor Mixed Use (City), consistent with the proposed land use designation and the ALUCP, on 18 parcels totaling approximately 28 acres.

FINDINGS FOR APPROVAL

General Plan Amendment No. 2021-01C

In accordance with HMC Section 17.88.040, before a general plan amendment may be approved, all of the following findings shall be made by the reviewing authority:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan.

Analysis: That General Plan Amendment No. 2021-01C is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Goals 10 and 12, and Land Use Policies L65, L66, and L67.

2. That this amendment would not be detrimental to the public health, safety, or welfare of the community.

Analysis: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to change the designation from Medium Density Residential to Corridor Mixed Use will not affect the City's ability to maintain an appropriate balance of land uses within the City, both jobs and housing are permitted in the Corridor Mixed Use designation.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That the anticipated land uses of the sites designated for Corridor Mixed Use would be compatible with existing and future surrounding uses. The parcels will be developed as typical uses of the Corridor Mixed Use designation, which according to General Plan Policy L66, include duplexes, townhomes, apartments, small retail shops, eating establishments,

offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which is consistent with permitted uses in the Corridor Mixed Use designation. Further, the project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-density residential development and the properties to the south and west are planned for mixed use development. The uses allowed in the Corridor Mixed Use designation allow for a mix of commercial, office, and multi-family residential uses.

Rezone No. 2021-14

In accordance with HMC Section 17.86.030, before a zone change may be approved, all of the following findings shall be made by the reviewing authority:

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: That Rezone No. 2021-14 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Goals 10 and 12, and Land Use Policies L65, L66, and L67. All regulations pertaining to MX-C – Mixed Use Corridor zone district will be enforced as development occurs through the Site Plan Review process.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

Analysis: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to change the designation from Medium Density Residential to Corridor Mixed Use will not affect the City's ability to maintain an appropriate balance of land uses within the City, both jobs and housing are permitted in the Corridor Mixed Use designation. Commercial and housing opportunities would be limited to the density and intensity allowable within the Airport Land Use Compatibility Plan.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That the anticipated land uses of the sites designated for Corridor Mixed Use would be compatible with existing and future surrounding uses. The parcels will be developed as

typical uses of the Corridor Mixed Use designation, which according to General Plan Policy L66, include duplexes, townhomes, apartments, small retail shops, eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which is consistent with permitted uses in the Corridor Mixed Use designation. Further, the project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-density residential development and the properties to the south and west are planned for mixed use development. The uses allowed in the Corridor Mixed Use designation allow for a mix of commercial, office, and multi-family residential uses. Commercial and housing opportunities would be limited to the density and intensity permitted within the Airport Land Use Compatibility Plan.

CONSULTATION

Early Consultation

Early consultation to agencies outside of the City of Hanford (pursuant to CEQA Guidelines Section 15082) was conducted for each project.

Early consultation was received from:

- Edgar Hernandez with Caltrans on October 4, 2021.
- Liliana Stransky with Kings County Department of Public Health on September 13, 2021.
- Santa Rosa Rancheria Tachi Yokut Tribe on October 19, 2021.

Early consultation letters are included and analyzed in the initial study and are provided in **Attachment 1**.

Consultation

In accordance with Section 15073 of the California Environmental Quality Act Guidelines, a Notice of Intent to Adopt a Mitigated Negative Declaration was sent to the concerned agencies on April 5, 2022. No comments were received.

ENVIRONMENTAL ASSESSMENT

Mitigated Negative Declaration No. 2022-31 is recommended for the project based on the following: In accordance with the California Environmental Quality Act (CEQA), General Plan Amendment No. 2021-01C and Rezone No. 2021-14 were evaluated in an Environmental Assessment/Initial Study. Based on the review, it was determined that the proposed project would not result in a significant adverse impact on the environment with the incorporation of mitigation measures, therefore Mitigated Negative Declaration No. 2022-31 has been prepared, attached as **Attachment 1**.

PUBLIC COMMENTS

Notice of Public Hearing for the proposed projects was published in the Hanford Sentinel and mailed to property owners within 300 ft. of the project site on October 21, 2022.

The Community Development Department received one comment in favor of the project:

1. Kurt Lavenson & Lesly Avedisian – **Attachment 2****STAFF RECOMMENDATION**

Staff recommends that the City Council:

1. Adopt Mitigated Negative Declaration No. 2022-31, certifying that the project will not have a significant effect on the environment with the incorporation of mitigation measures.
2. Adopt Resolution 22-42-R approving General Plan Amendment No. 2021-01C.
3. Introduce and waive the first reading of Ordinance No. 2022-08, approving Prezone No. 2021-14.

Applicant: City of Hanford
317 N. Douty Street
Hanford, CA 93230

Owner(s): Champi Development Group, LLC
1951 Dalrymple Drive
Hanford, CA 93230

Champi Nick Enterprises
615 N 10th Avenue
Hanford, CA 93230

Vieyra Martin/Vieyra Fanny C
16210 18th Avenue
Lemoore, CA 93245

Lopez Lupe R 2005 Family Trust
421 E 5th Street
Hanford, CA 93230

Ortiz Arturo M & Olivia P Rev Trust
820 N Brown Street
Hanford, CA 93230

Dos Panchos Holdings, LLC
3780 Centre Street
San Diego, CA 92103

Hickman Everett L/Hickman Cindy F
608 N E Street
Tulare, CA 93274

Edgar Ramos
108 E Hanford Armona Road
Hanford, CA 93230

Sandoval Adrian/Sandoval Maria E
1550 Spring Crest Drive
Hanford, CA 93230

Davis Larry D/Davis Lona B
865 Whitney Drive
Hanford, CA 93230

Valdovinos Maria
600 Whitney Drive
Hanford, CA 93230

Fontana John & Kathleen Revoc Trust
2501 E Westcott Avenue
Visalia, CA 93292"

RESOLUTION NO. 22-42-R**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL
PLAN.****GENERAL PLAN AMENDMENT NO. 2021-01 C: A REQUEST TO CHANGE THE LAND
USE DESIGNATION FROM MEDIUM-DENSITY RESIDENTIAL TO CORRIDOR
MIXED USE ON 18 PARCELS TOTALING 28 ACRES.**

**THE PROJECT IS LOCATED NORTH OF EAST LACEY BOULEVARD BETWEEN
NORTH 10TH AVENUE AND 9 ¼ AVENUE IN A COUNTY ISLAND AND WITHIN
THE CITY OF HANFORD SPHERE OF INFLUENCE (APNS 014-201-006, -009, 014-202-
005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -
020, -021, -022, AND 014-221-026).**

At a regular meeting of the City Council of the City of Hanford, duly called to order and held on November 1, 2022, at 7:00 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, General Plan Amendment No. 2022-01 C) proposes to amend the land use designation of certain real property as follows:

General Plan Amendment No. 2021-01 C)

Approximately 18 acres from Medium-Density Residential to Corridor Mixed Use, as shown in attached **Exhibit A**; and

WHEREAS, the proposed general plan amendment was presented to the Planning Commission of the City of Hanford; and

WHEREAS, the City of Hanford Planning Commission, at its regularly scheduled meeting on May 10, 2022, held a public hearing and received testimony and evidence for and against the proposed general plan amendment. After closing the public hearing, the Planning Commission, by resolution, recommended that the City Council of the City of Hanford approve General Plan Amendment No. 20221-01 C); and

WHEREAS, the City Council of the City of Hanford, at its regularly scheduled meeting on November 1, 2022, held a public hearing and received testimony and evidence regarding proposed General Plan Amendment No. 2021-01 C); and

WHEREAS, the City Council of the City of Hanford considered the evidence presented in the staff report and testimony presented during the public hearing; and

WHEREAS, the City Council of the City of Hanford finds that no significant environmental impacts would result from the proposed project with the incorporation of mitigations, as presented in the Mitigation Monitoring and Reporting Program, attached as **Exhibit B**; and

WHEREAS, Mitigated Negative Declaration No. 2022-31 was prepared and adopted; and,

WHEREAS, on the basis of the application for the amendment to the general plan, the documentation and information provided in the staff report, and the evidence and testimony submitted at the public hearing, the City Council of the City of Hanford hereby makes the following findings in accordance with Section 17.88.040 of the Hanford Municipal Code:

General Plan Amendment No. 2021-01 C)

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan.

Analysis: That General Plan Amendment No. 2021-01C is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Goals 10 and 12, and Land Use Policies L65, L66, and L67.

2. That this amendment would not be detrimental to the public health, safety, or welfare of the community.

Analysis: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to change the designation from Medium Density Residential to Corridor Mixed Use will not affect the City's ability to maintain an appropriate balance of land uses within the City, both jobs and housing are permitted in the Corridor Mixed Use designation.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That the anticipated land uses of the sites designated for Corridor Mixed Use would be compatible with existing and future surrounding uses. The parcels will be developed as typical uses of the Corridor Mixed Use designation, which according to General Plan Policy L66, include duplexes, townhomes, apartments, small retail shops, eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which is consistent with permitted uses in the Corridor Mixed Use designation. Further, the project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-

density residential development and the properties to the south and west are planned for mixed use development. The uses allowed in the Corridor Mixed Use designation allow for a mix of commercial, office, and multi-family residential uses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford hereby approves General Plan Amendment No. 2022-01 C). Passed and adopted at a regular meeting of the City Council of the City of Hanford, duly called and held on November 1, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

KALISH MORROW
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

Attachment: Resolution 22-42-R (Lassen GPA 2021-01 C)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ___ day of _____, 2022.

Date: _____

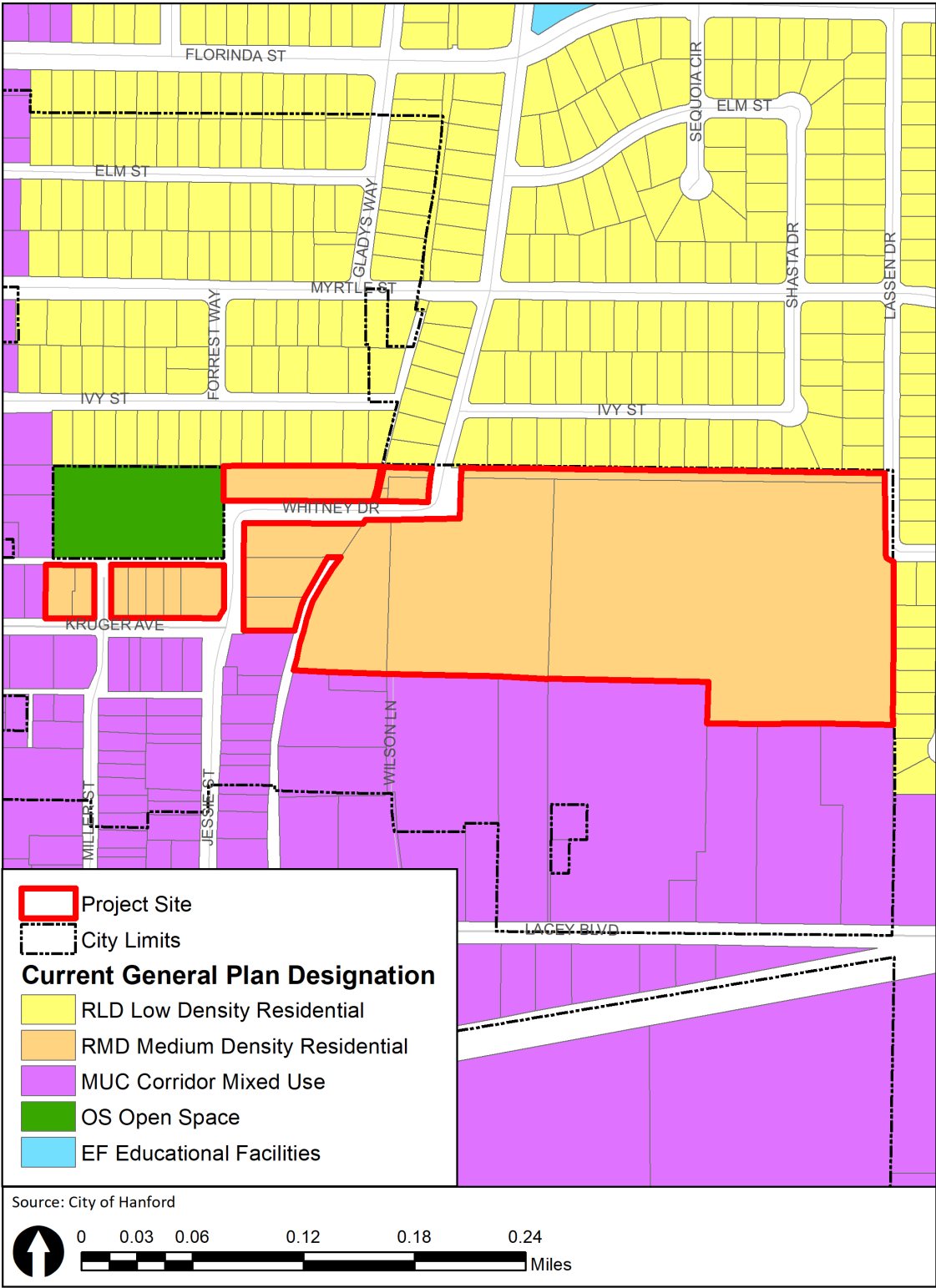
City Clerk

Exhibit A

General Plan Amendment No. 2021-01 C

Attachment: Resolution 22-42-R (Lassen GPA 2021-01 C)

Current General Plan Land Use Designation



Attachment: Resolution 22-42-R (Lassen GPA 2021-01 C)

Proposed General Plan Land Use Designation

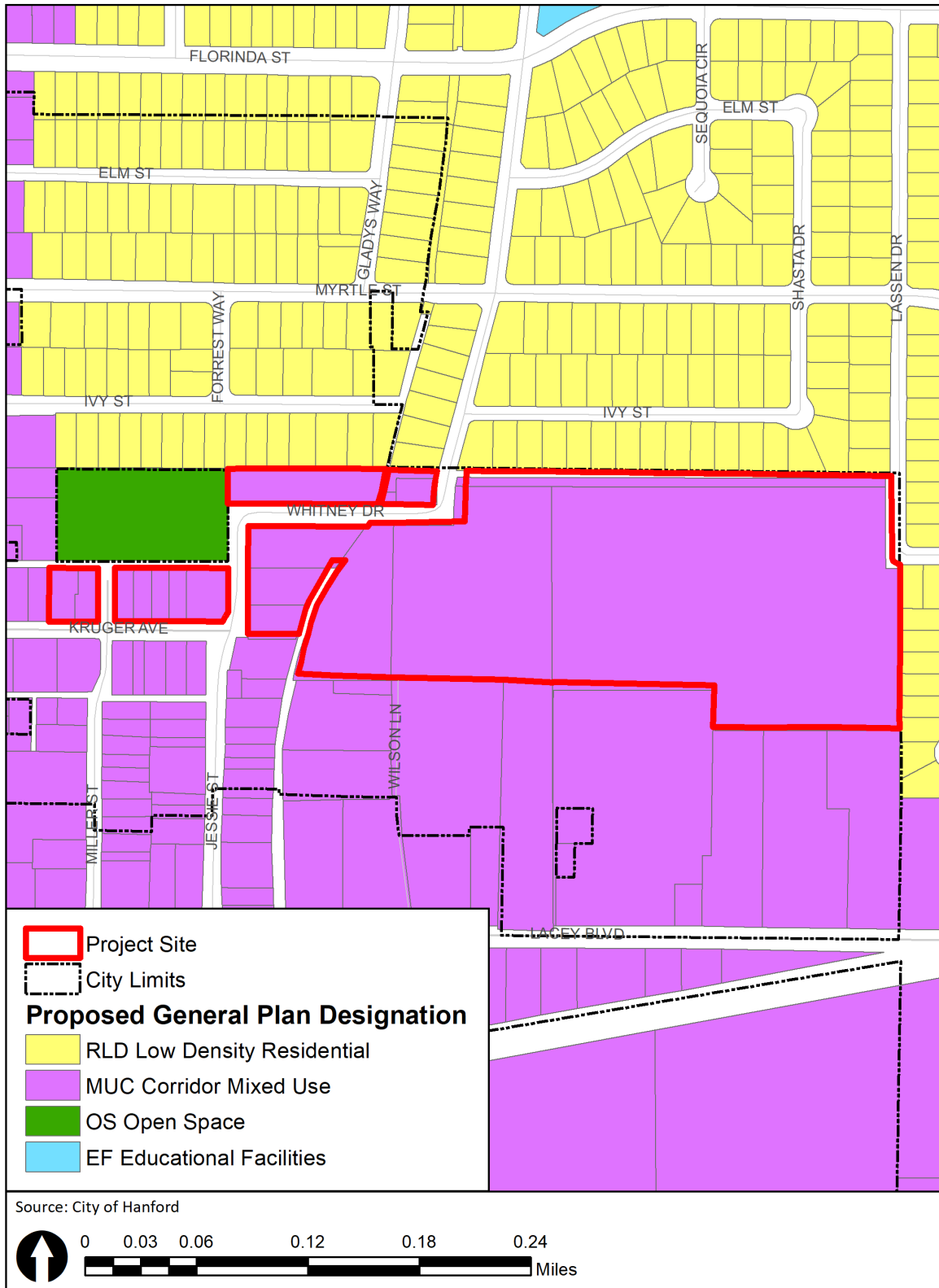


Exhibit B
Mitigation Monitoring and Reporting Program

Attachment: Resolution 22-42-R (Lassen GPA 2021-01 C)

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initials
Biological Resources					
MM BIO-1: The Project shall implement the following measures to mitigate for possible disturbance to Swainson’s hawks if they are nesting within 0.5 miles of the Project site: • Avoidance. If feasible, vegetation removal and initial grading of the Project site will occur outside the Swainson’s hawk nesting season (March 1-September 15). • Pre-construction Surveys. If vegetation removal and initial grading must occur between March 1 and September 15, a qualified biologist will conduct pre-construction surveys for Swainson’s hawk nests following the survey methodology developed by the Swainson’s Hawk Technical Advisory Committee (SWHA TAC 2000) prior to the onset of these construction activities. In addition, a pre-activity survey for active nests will be conducted by a qualified biologist no more than 10 days prior to the start of Project implementation. • Establish Buffers. Should any active nests be discovered within 0.5 miles of proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged. • Monitor Nest. Should construction activity be necessary within the designated buffer around an active Swainson’s hawk nest, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success,	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

construction activity within the designated buffer will be altered or suspended until the biologist determines that Swainson's hawks at the nest site are no longer susceptible to deleterious disturbance. • Nest Tree Replacement. In the unlikely event that a SWHA nest tree is found on the site during preconstruction surveys, LOA recommends that the nest tree be replaced with appropriate native tree species plantings at a ratio of 3:1 at or near the Project site or in other immediately suitable lands.					
MM BIO-2: The Project shall implement the following measures to mitigate for loss of suitable habitat and impacts to the San Joaquin kit fox during ground-disturbing activities of the Project site: • Pre-construction Surveys. Preconstruction surveys for the SJKF shall be conducted on and within 200 feet of the project site, where accessible, within 30 days prior to the start of ground disturbance activities on the site. The primary objective is to identify kit fox habitat features (e.g., potential dens and refugia) on and adjacent to the site and evaluate their use by kit foxes. • Avoidance. Should active kit fox dens be detected during preconstruction surveys, the Sacramento Field Office of the USFWS and the Fresno Field Office of CDFW will be notified. A disturbance-free buffer will be established around the burrows in consultation with the USFWS and CDFW, to be maintained until an agency-approved biologist has determined that the burrows have been abandoned. • Exclusion. If the kit fox does not abandon the burrow, then a den exclusion plan will be developed in consultation with USFWS and CDFW. The exclusion plan would, at a minimum, include the following elements. - o Kit fox will be excluded from the den(s), outside the natal season (June 1-December 31), through installation of one-way doors consisting of a 5" pipe with a plastic flap over the top. The one-way doors will be	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

installed in all onsite burrows large enough to accommodate the San Joaquin kit fox. The one-way doors will be supported by sandbags to ensure a tight fit in the burrow and to discourage the foxes from digging around the one-way doors to gain access to the dens. - o The one-way doors will be monitored for three days through the placement of motion sensing cameras and daily review of the captured images by a qualified biologist. - o Once the cameras show no more activity at a den site, the interior of the den will be viewed through the use of a bore scope to ensure kit fox are absent from the dens. - o Once the den is determined vacant it will be plugged with sand bags and immediately and carefully excavated following the USFWS Standardized recommendations for protection of the endangered San Joaquin kit fox prior to or during ground disturbance (USFWS 2011). The dens will be completely excavated, backfilled, and compacted to prevent later use by kit foxes.					
MM BIO-3: The Project shall implement the following measures to mitigate for loss of nesting habitat of the Project in compliance with the federal Migratory Bird Treaty Act and relevant Fish and Game Codes: • Avoidance. In order to avoid impacts to nesting raptors and migratory birds, the Project will be constructed, if feasible, from September 16th and January 31st, which is outside the avian nesting season. • Preconstruction Surveys. If Project activities must occur during the nesting season (February 1-September 15), a qualified biologist will conduct preconstruction surveys for active raptor and migratory bird nests within 10 days prior to the start of these activities. The survey will include the proposed work area(s) and surrounding lands within 500 feet, where accessible, for all nesting raptors and migratory	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

birds. If no active nests are found within the survey area, no further mitigation is required. • Establish Buffers. Should any active nests be discovered near proposed work areas, no disturbance buffers of 250 feet around active nests of non-listed bird species and 500 feet around active nests of non-listed raptors will be established. If work needs to occur within these no disturbance buffers, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that the nest site is no longer susceptible to deleterious disturbance.					
Cultural Resources					
MM CR-1: In order to avoid the potential for impacts to historic and prehistoric archaeological resources, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project: a. Cultural Resources Alert on Project Plans. The project proponent shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources. b. Pre-Construction Briefing. The project proponent shall retain Santa Rosa Rancheria Cultural Staff to provide a pre-construction Cultural Sensitivity Training to construction staff regarding the discovery of cultural resources and the potential for discovery during ground disturbing activities, which will include information on potential cultural material	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

finds and on the procedures to be enacted if resources are found. c. Stop Work Near any Discovered Cultural Resources. The project proponent shall retain a professional archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. Should previously unidentified cultural resources be discovered during construction of the project, the project proponent shall cease work within 100 feet of the resources, and Kings County Community Development Agency (CDA) shall be notified immediately. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA. d. Mitigation for Discovered Cultural Resources. If the professional archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the project proponent and other appropriate parties of the evaluation and recommended mitigation measures to mitigate the impact to a less-than-significant level. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the City of Hanford. The archaeologist shall document the resources using DPR 523 forms and file said forms with the California Historical Resources Information System, Southern San Joaquin Valley Information Center. The resources shall be photo documented and collected by the archaeologist for submittal to the Santa Rosa Rancheria’s Cultural and Historical Preservation Department. The archaeologist shall be required to submit to the County for review and approval a report of the findings and method of curation or protection of the					
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resources. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken. e. Native American Monitoring. Prior to any ground disturbance, the project proponent shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground disturbing activities during construction. Tribal participation would be dependent upon the availability and interest of the Tribe. f. Disposition of Cultural Resources. Upon coordination with the City of Hanford, any pre-historic archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.					
MM CR-2. Protection of Buried Human Remains. In order to avoid the potential for impacts to buried human remains, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project: a. Pursuant to State Health and Safety Code Section 7050.5(e) and Public Resources Code Section 5097.98, if human bone or bone of unknown origin is found at any time during on- or off-site construction, all work shall stop in the vicinity of the find and the Kings County Coroner shall be notified immediately. If the remains are determined to be Native American, the Coroner shall notify the California State Native American Heritage Commission (NAHC), who shall identify the person believed to be the Most Likely Descendant (MLD). The project proponent and MLD, with the assistance of the archaeologist, shall make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Sec. 15064.5(d)). The agreed upon treatment shall address the appropriate excavation,	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours for the MLD to make their wishes known to the landowner after being granted access to the site. If the MLD and the other parties do not agree on the reburial method, the project will follow Public Resources Code Section 5097.98(e) which states that ". . . the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." b. Any findings shall be submitted by the archaeologist in a professional report submitted to the project applicant, the MLD, the City of Hanford, and the California Historical Resources Information System, Southern San Joaquin Valley Information Center.					
Tribal Cultural Resources					
See MM CR-1 and CR-2 under Cultural Resources					

ORDINANCE NO. 22-08

AN ORDINANCE OF THE CITY OF HANFORD CITY COUNCIL APPROVING PREZONE NO. 2021-14, A REQUEST TO PRE-ZONE/REZONE THE SITE FROM C-S – SERVICE COMMERCIAL (COUNTY) TO MX – C - CORRIDOR MIXED USE (CITY) ON 18 PARCELS TOTALING APPROXIMATELY 28 ACRES. THE PROJECT IS LOCATED NORTH OF EAST LACEY BOULEVARD BETWEEN NORTH 10TH AVENUE AND 9 ¼ AVENUE IN A COUNTY ISLAND AND WITHIN THE CITY OF HANFORD SPHERE OF INFLUENCE (APNS 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, AND 014-221-026).

Section 1: The following described territory situated in the City of Hanford is hereby zoned under the terms of Chapter 17.86 of the Hanford Municipal Code:

Rezone No. 2021-14, filed by the City of Hanford:

FROM: County CS Service Commercial

TO: City MX-C Corridor Mixed Use

On property described as follows:

Approximately 18 acres, located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County Island and within the City of Hanford Sphere of Influence (APNs 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026), as depicted in attached **Exhibit A**; and

Section 2: The Council does hereby find as a fact that the Planning Commission of the City of Hanford held a public hearing on May 10, 2022 after notice required by Section 17.70.110 of the Hanford Municipal Code and Government Code Section 65854. The City Council finds that Mitigated Negative Declaration No. 2022-31 and the Mitigation Monitoring and Reporting Program, depicted in attached **Exhibit B**, are approved in conformance with the California Environmental Quality Act. The City Council hereby finds that the prezoning/rezoning is consistent with the objectives of the zoning regulations as set forth in Section 17.86 of the Hanford Municipal Code, and that this Ordinance has been introduced by the City Council after public hearing held on the 1st day of November 2022, at 7:00 p.m. of said day after notice required under the provisions of Section 65856 of the Government Code.

Section 3: That pursuant to Section 17.86.030, the City Council of the City of Hanford makes the following findings:

Prezone/Rezone No. 2021-14

1. That the amendment is internally consistent with the goals, objectives, and policies of the General Plan and the Municipal Code.

Analysis: That Rezone No. 2021-14 is internally consistent with the goals, objectives, and policies of the General Plan, specifically consistent with Goals 10 and 12, and Land Use Policies L65, L66, and L67. All regulations pertaining to MX-C – Mixed Use Corridor zone district will be enforced as development occurs through the Site Plan Review process.

2. That the amendment would not be detrimental to the public health, safety, or welfare of the community.

Analysis: That this application has been reviewed by County departments, utility companies, City Fire Department, City Building Department, and other involved departments. Any mitigation required for public health and safety were applied to the proposal and required in the mitigation monitoring and reporting program.

3. That the amendment would maintain the appropriate balance of land uses within the City.

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to change the designation from Medium Density Residential to Corridor Mixed Use will not affect the City's ability to maintain an appropriate balance of land uses within the City, both jobs and housing are permitted in the Corridor Mixed Use designation. Commercial and housing opportunities would be limited to the density and intensity allowable within the Airport Land Use Compatibility Plan.

4. That the anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

Analysis: That the anticipated land uses of the sites designated for Corridor Mixed Use would be compatible with existing and future surrounding uses. The parcels will be developed as typical uses of the Corridor Mixed Use designation, which according to General Plan Policy L66, include duplexes, townhomes, apartments, small retail shops, eating establishments, offices, service stations, medical and dental offices, convenience stores, dry cleaning and laundry services, beauty salons, and other similar uses. The existing site is mostly vacant with some existing structures. The existing structures are primarily residential and commercial, which is consistent with permitted uses in the Corridor Mixed Use designation. Further, the project site is surrounded by residential uses to the north, east, and west and commercial uses to the south and west. The properties to the north and east are planned and zoned for low-density residential development and the properties to the south and west are planned for mixed use development. The uses allowed in the Corridor Mixed Use designation allow for a mix of commercial, office, and multi-family residential uses. Commercial and housing opportunities would be limited to the density and intensity permitted within the Airport Land Use Compatibility Plan.

Section 4: This ordinance shall take effect (30) days after its passage, and be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on _____, by the following roll call vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

APPROVED

KALISH MORROW

MAYOR of the City of Hanford

ATTEST:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 1st day of November 2022, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 15th day of November 2022.

NATALIE CORRAL
CITY CLERK

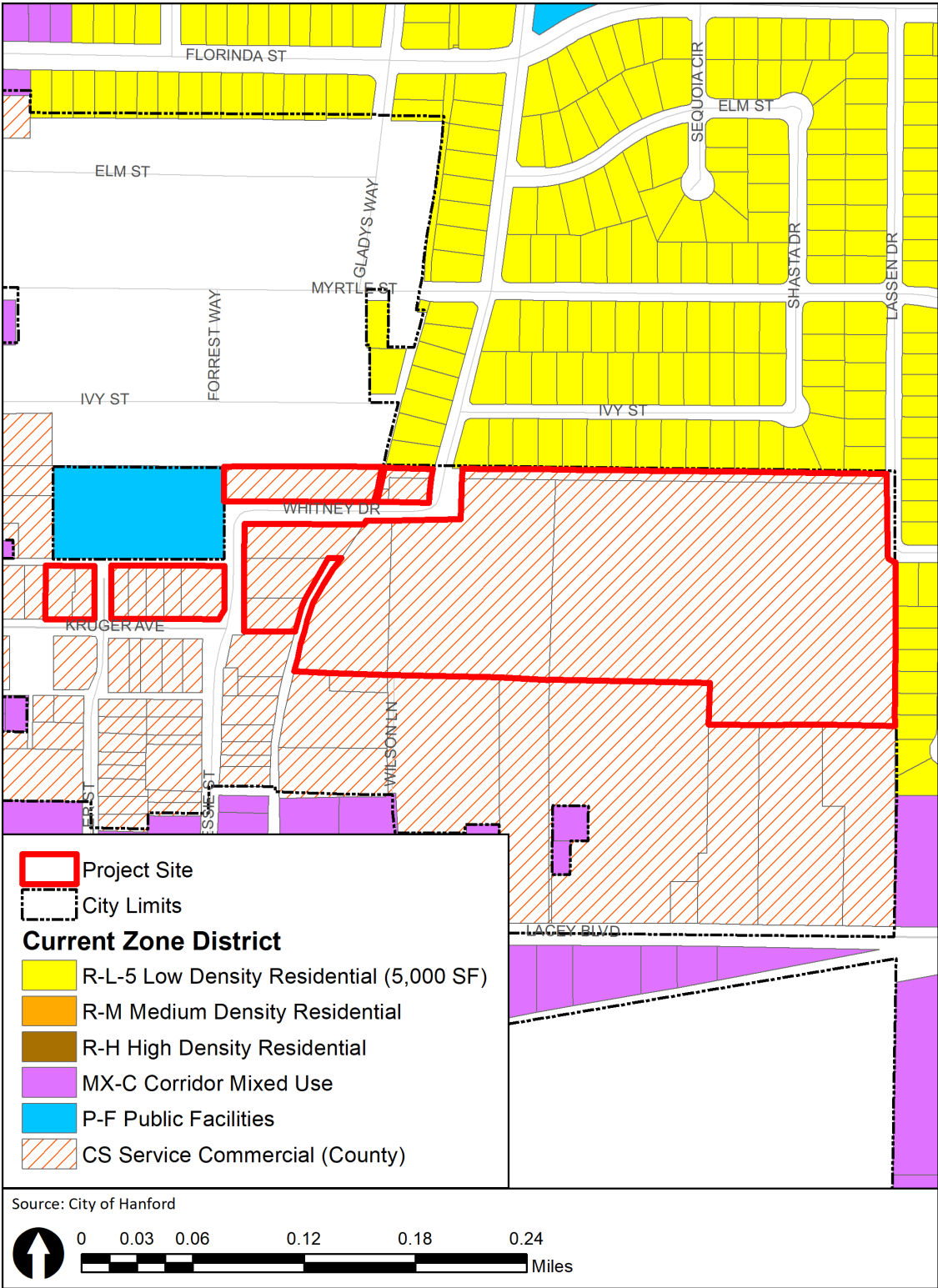
Attachment: Ordinance No. 22-08 (Lassen GPA 2021-01 C)

Exhibit A

Prezone No. 2021-14

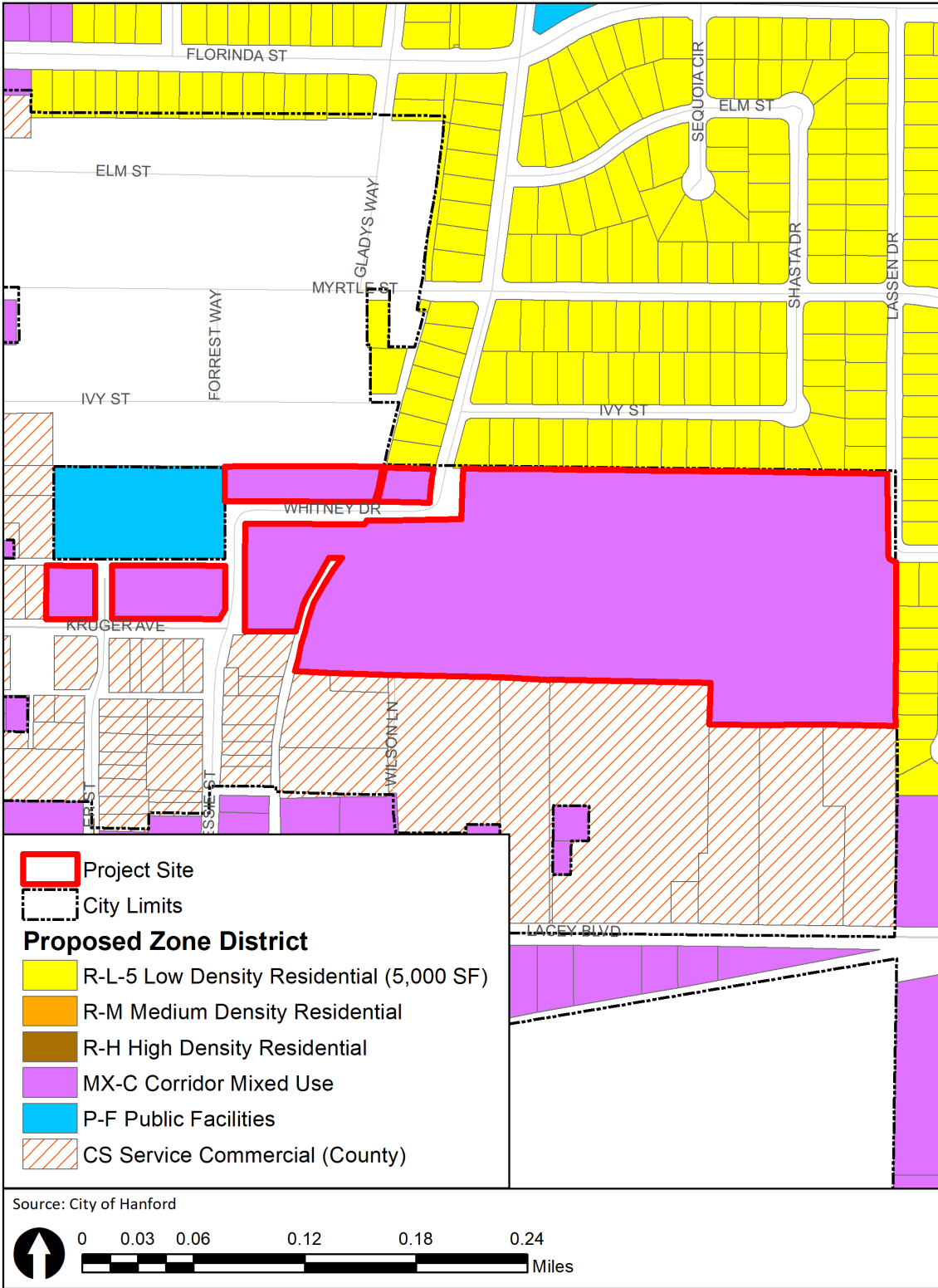
Attachment: Ordinance No. 22-08 (Lassen GPA 2021-01 C)

Current Zone District



Attachment: Ordinance No. 22-08 (Lassen GPA 2021-01 C)

Proposed Zone District



Attachment: Ordinance No. 22-08 (Lassen GPA 2021-01 C)

Exhibit B:
Mitigation Monitoring and Reporting Program

Attachment: Ordinance No. 22-08 (Lassen GPA 2021-01 C)

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initials
Biological Resources					
MM BIO-1: The Project shall implement the following measures to mitigate for possible disturbance to Swainson’s hawks if they are nesting within 0.5 miles of the Project site: • Avoidance. If feasible, vegetation removal and initial grading of the Project site will occur outside the Swainson’s hawk nesting season (March 1-September 15). • Pre-construction Surveys. If vegetation removal and initial grading must occur between March 1 and September 15, a qualified biologist will conduct pre-construction surveys for Swainson’s hawk nests following the survey methodology developed by the Swainson’s Hawk Technical Advisory Committee (SWHA TAC 2000) prior to the onset of these construction activities. In addition, a pre-activity survey for active nests will be conducted by a qualified biologist no more than 10 days prior to the start of Project implementation. • Establish Buffers. Should any active nests be discovered within 0.5 miles of proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged. • Monitor Nest. Should construction activity be necessary within the designated buffer around an active Swainson’s hawk nest, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success,	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

construction activity within the designated buffer will be altered or suspended until the biologist determines that Swainson's hawks at the nest site are no longer susceptible to deleterious disturbance. • Nest Tree Replacement. In the unlikely event that a SWHA nest tree is found on the site during preconstruction surveys, LOA recommends that the nest tree be replaced with appropriate native tree species plantings at a ratio of 3:1 at or near the Project site or in other immediately suitable lands.					
MM BIO-2: The Project shall implement the following measures to mitigate for loss of suitable habitat and impacts to the San Joaquin kit fox during ground-disturbing activities of the Project site: • Pre-construction Surveys. Preconstruction surveys for the SJKF shall be conducted on and within 200 feet of the project site, where accessible, within 30 days prior to the start of ground disturbance activities on the site. The primary objective is to identify kit fox habitat features (e.g., potential dens and refugia) on and adjacent to the site and evaluate their use by kit foxes. • Avoidance. Should active kit fox dens be detected during preconstruction surveys, the Sacramento Field Office of the USFWS and the Fresno Field Office of CDFW will be notified. A disturbance-free buffer will be established around the burrows in consultation with the USFWS and CDFW, to be maintained until an agency-approved biologist has determined that the burrows have been abandoned. • Exclusion. If the kit fox does not abandon the burrow, then a den exclusion plan will be developed in consultation with USFWS and CDFW. The exclusion plan would, at a minimum, include the following elements. - o Kit fox will be excluded from the den(s), outside the natal season (June 1-December 31), through installation of one-way doors consisting of a 5" pipe with a plastic flap over the top. The one-way doors will be	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

installed in all onsite burrows large enough to accommodate the San Joaquin kit fox. The one-way doors will be supported by sandbags to ensure a tight fit in the burrow and to discourage the foxes from digging around the one-way doors to gain access to the dens. - o The one-way doors will be monitored for three days through the placement of motion sensing cameras and daily review of the captured images by a qualified biologist. - o Once the cameras show no more activity at a den site, the interior of the den will be viewed through the use of a bore scope to ensure kit fox are absent from the dens. - o Once the den is determined vacant it will be plugged with sand bags and immediately and carefully excavated following the USFWS Standardized recommendations for protection of the endangered San Joaquin kit fox prior to or during ground disturbance (USFWS 2011). The dens will be completely excavated, backfilled, and compacted to prevent later use by kit foxes.					
MM BIO-3: The Project shall implement the following measures to mitigate for loss of nesting habitat of the Project in compliance with the federal Migratory Bird Treaty Act and relevant Fish and Game Codes: • Avoidance. In order to avoid impacts to nesting raptors and migratory birds, the Project will be constructed, if feasible, from September 16th and January 31st, which is outside the avian nesting season. • Preconstruction Surveys. If Project activities must occur during the nesting season (February 1-September 15), a qualified biologist will conduct preconstruction surveys for active raptor and migratory bird nests within 10 days prior to the start of these activities. The survey will include the proposed work area(s) and surrounding lands within 500 feet, where accessible, for all nesting raptors and migratory	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

birds. If no active nests are found within the survey area, no further mitigation is required. • Establish Buffers. Should any active nests be discovered near proposed work areas, no disturbance buffers of 250 feet around active nests of non-listed bird species and 500 feet around active nests of non-listed raptors will be established. If work needs to occur within these no disturbance buffers, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that the nest site is no longer susceptible to deleterious disturbance.					
Cultural Resources					
MM CR-1: In order to avoid the potential for impacts to historic and prehistoric archaeological resources, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project: a. Cultural Resources Alert on Project Plans. The project proponent shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources. b. Pre-Construction Briefing. The project proponent shall retain Santa Rosa Rancheria Cultural Staff to provide a pre-construction Cultural Sensitivity Training to construction staff regarding the discovery of cultural resources and the potential for discovery during ground disturbing activities, which will include information on potential cultural material	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

finds and on the procedures to be enacted if resources are found. c. Stop Work Near any Discovered Cultural Resources. The project proponent shall retain a professional archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. Should previously unidentified cultural resources be discovered during construction of the project, the project proponent shall cease work within 100 feet of the resources, and Kings County Community Development Agency (CDA) shall be notified immediately. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA. d. Mitigation for Discovered Cultural Resources. If the professional archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the project proponent and other appropriate parties of the evaluation and recommended mitigation measures to mitigate the impact to a less-than-significant level. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the City of Hanford. The archaeologist shall document the resources using DPR 523 forms and file said forms with the California Historical Resources Information System, Southern San Joaquin Valley Information Center. The resources shall be photo documented and collected by the archaeologist for submittal to the Santa Rosa Rancheria’s Cultural and Historical Preservation Department. The archaeologist shall be required to submit to the County for review and approval a report of the findings and method of curation or protection of the					
--	--	--	--	--	--

resources. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken. e. Native American Monitoring. Prior to any ground disturbance, the project proponent shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground disturbing activities during construction. Tribal participation would be dependent upon the availability and interest of the Tribe. f. Disposition of Cultural Resources. Upon coordination with the City of Hanford, any pre-historic archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.					
MM CR-2. Protection of Buried Human Remains. In order to avoid the potential for impacts to buried human remains, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project: a. Pursuant to State Health and Safety Code Section 7050.5(e) and Public Resources Code Section 5097.98, if human bone or bone of unknown origin is found at any time during on- or off-site construction, all work shall stop in the vicinity of the find and the Kings County Coroner shall be notified immediately. If the remains are determined to be Native American, the Coroner shall notify the California State Native American Heritage Commission (NAHC), who shall identify the person believed to be the Most Likely Descendant (MLD). The project proponent and MLD, with the assistance of the archaeologist, shall make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Sec. 15064.5(d)). The agreed upon treatment shall address the appropriate excavation,	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		

removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours for the MLD to make their wishes known to the landowner after being granted access to the site. If the MLD and the other parties do not agree on the reburial method, the project will follow Public Resources Code Section 5097.98(e) which states that ". . . the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." b. Any findings shall be submitted by the archaeologist in a professional report submitted to the project applicant, the MLD, the City of Hanford, and the California Historical Resources Information System, Southern San Joaquin Valley Information Center.					
Tribal Cultural Resources					
See MM CR-1 and CR-2 under Cultural Resources					

LASSEN DRIVE CORRIDOR MIXED USE

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

General Plan Amendment No. 2021-01 C

Rezone No. 2021-11

*Initial Study prepared in accordance with Section 15164 of the
California Environmental Quality Act (CEQA) Guidelines*

Prepared for

City of Hanford
Community Development Department
317 N. Douty Street
Hanford, CA 93230

Prepared by

Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721

March 2022





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1 INTRODUCTION

Precision Civil Engineering, Inc. (PCE) was retained by the City of Hanford to prepare this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of City of Hanford (City) to address the environmental effects of the proposed Lassen Drive Corridor Mixed Use Project (General Plan Amendment No. 2021-01 C, Rezone No. 2021-11) hereafter “the Project”. Due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP), the Project requests approval of a General Plan Amendment (GPA No. 2021-01 C) and Pre-zone/Rezone (Rezone No. 2021-11) related to an annexation request already in process that is scheduled to be heard and anticipated to be approved (pursuant to Section 5637.3 of the Government Code) by Kings County Local Agency Formation Commission (LAFCO) on March 30, 2022. The GPA will change the General Plan land use designation from Medium Density Residential to Corridor Mixed Use. The Pre-zone/Rezone will pre-zone the site to CMX – Corridor Mixed Use, which is consistent with the proposed land use designation of Corridor Mixed Use. Both the proposed land use designation and rezone permit uses are compatible with the ALUCP. This document has been prepared in accordance with the California Environmental Quality Act (CEQA), (PRC) Section 21000 et seq. and the Guidelines implementing CEQA, California Code of Regulations (CCR) Section 15000 et seq. The City of Hanford is the Lead Agency for this Project. The site and the Project are described in detail in **Section 2 PROJECT DESCRIPTION**.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.), also known as the CEQA Guidelines, Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or Mitigated ND (MND) shall be prepared for a project subject to CEQA when either:

a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or

b. The IS identified potentially significant effects, but:



1. *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed Mitigated Negative Declaration and Initial Study is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
2. *There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/MND contains five chapters plus appendices. **SECTION 1 INTRODUCTION** provides bases of the IS/MND's regulatory information and an overview of the Project. **SECTION 2 PROJECT DESCRIPTION** provides a detailed description of Project components. **SECTION 3 DETERMINATION** concludes that the Initial Study is a mitigated negative declaration, identifies the environmental factors potentially affected based on the analyses contained in this IS, and includes with the Lead Agency's determination based upon those analyses. **SECTION 4 EVALUATION OF ENVIRONMENTAL IMPACTS** presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be potentially significant, less than significant with mitigation incorporated, less than significant, or why no impacts are expected is included. **SECTION 5 MITIGATION MONITORING AND REPORTING PROGRAM** presents the mitigation measures recommended in the IS/MND for the Project. The CalEEMod Output Files, CHRIS Record Search Results, and Early Consultation Letters are provided as **Appendix A**, **Appendix B**, and **Appendix C** respectively, at the end of this document.

1.3 Early Consultation Letters Received

Early consultation with agencies outside of the City of Hanford (pursuant to CEQA Guidelines Section 15082) was conducted for the Project as part of the entitlement process. Response to the Early Consultation were received from:

- Edgar Hernandez with Caltrans on October 4, 2021.
- Liliana Stransky with Kings County Department of Public Health on September 13, 2021.
- Samantha McCarty, with Santa Rosa Rancheria Tachi Yokut Tribe on October 19, 2021.
- Plan Review Team, Land Management Div., with PG&E on September 9, 2021.

"No Comment" responses were received from Hanford Elementary School District, Hanford Joint Union High School District, and Kings County Public Works Department.

Although not required, early consultation response letters are provided in-full in **Appendix C** and the comments provided are addressed in this document.



2 PROJECT DESCRIPTION

This section describes the components of the Project in more detail, including project location, project objectives, and required project approvals.

2.1 Project Title

Lassen Drive Corridor Mixed Use (General Plan Amendment No. 2021-01 C, Rezone No. 2021-11)

2.2 Lead Agency Name and Address

City of Hanford
317 N. Douty Street
Hanford, CA 93230

2.3 Contact Person and Phone Number

Lead Agency

Community Development Department
Mary E. Beatie
Interim Director
(559) 585-2500

Applicant

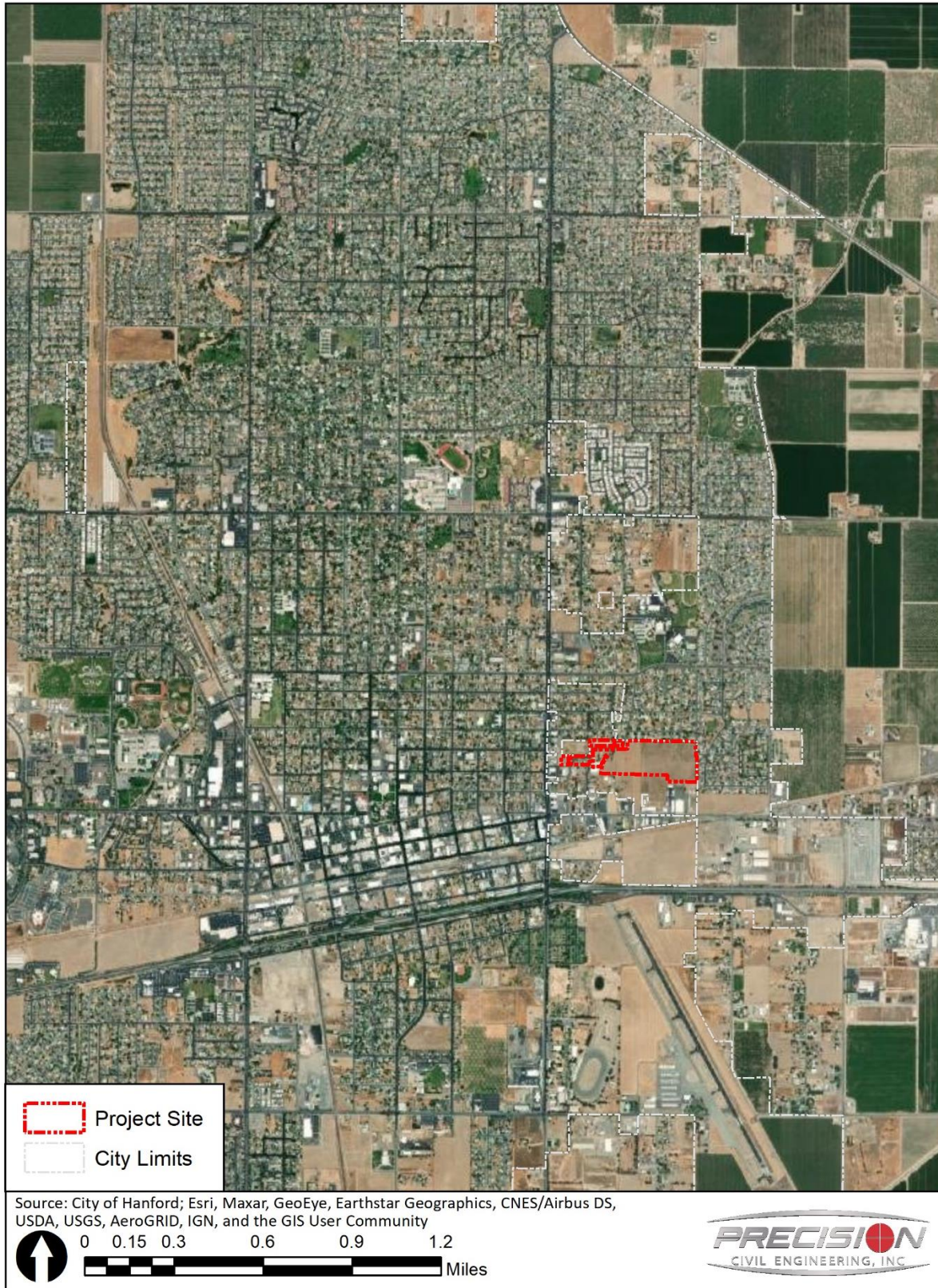
City of Hanford
317 N. Douty Street
Hanford, CA 93230

2.4 Study Prepared By

Precision Civil Engineering
1234 O Street
Fresno, CA 93721

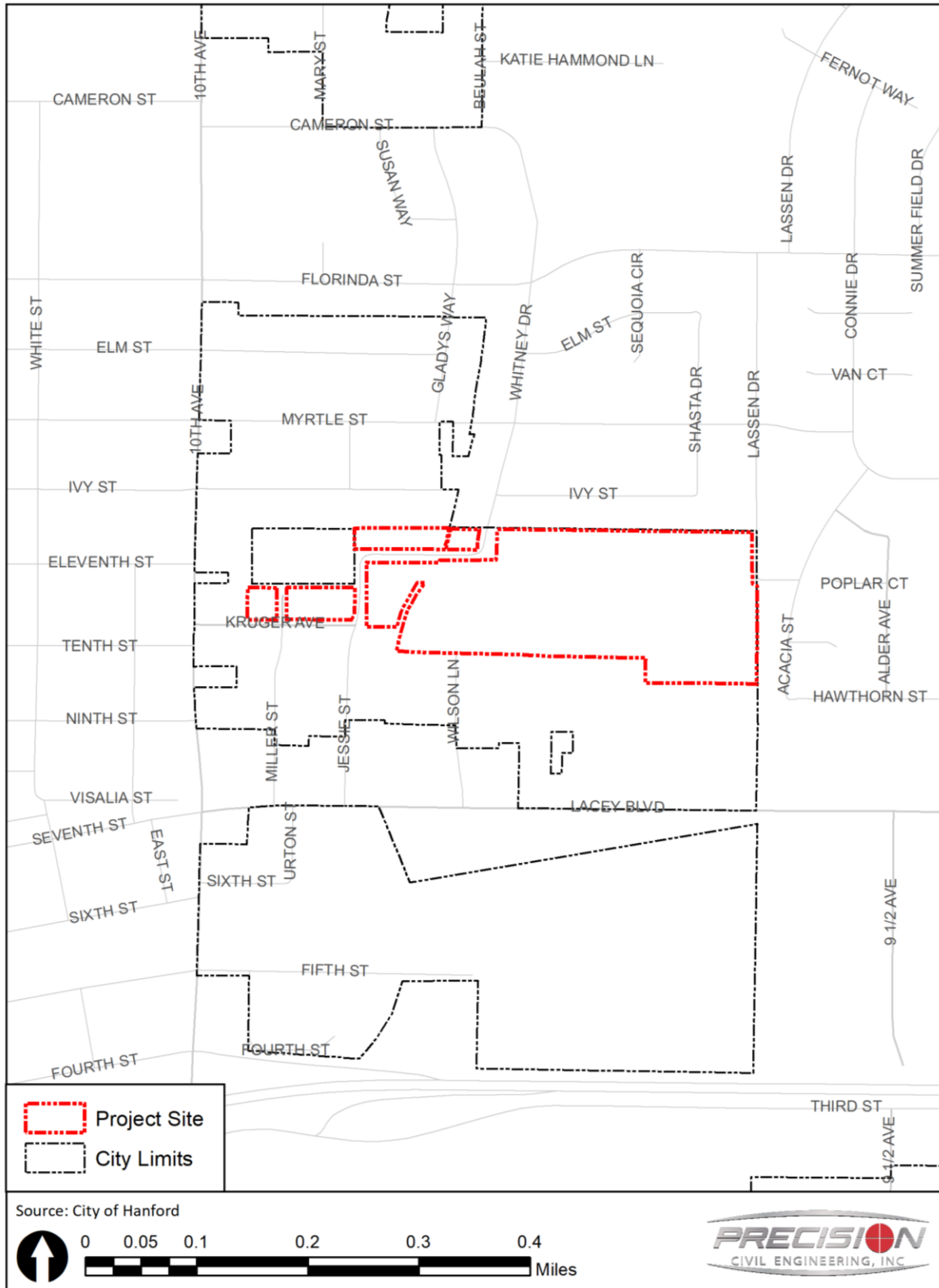
2.5 Project Location

The Project is located in the southeast portion of the city of Hanford, California, generally located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County island and within the City of Hanford Sphere of Influence (SOI) (see **Figure 2-1** and **Figure 2-2**). The Project site consists of 18 parcels that total approximately 28 acres (see **Figure 2-3**). The site has not been assigned a street address yet but is identified by the Kings County Assessor as Assessor's Parcel Numbers (APNs) 014-201-006, -009, 014-202-005, -006, 014-203-002, -003, -004, -005, -006, 014-204-001, -002, 014-221-017, -018, -019, -020, -021, -022, and 014-221-026 and is a portion of Section 30, Township 18 South, Range 22 East, Mount Diablo Base and Meridian.



Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

Figure 2-1 Project Location

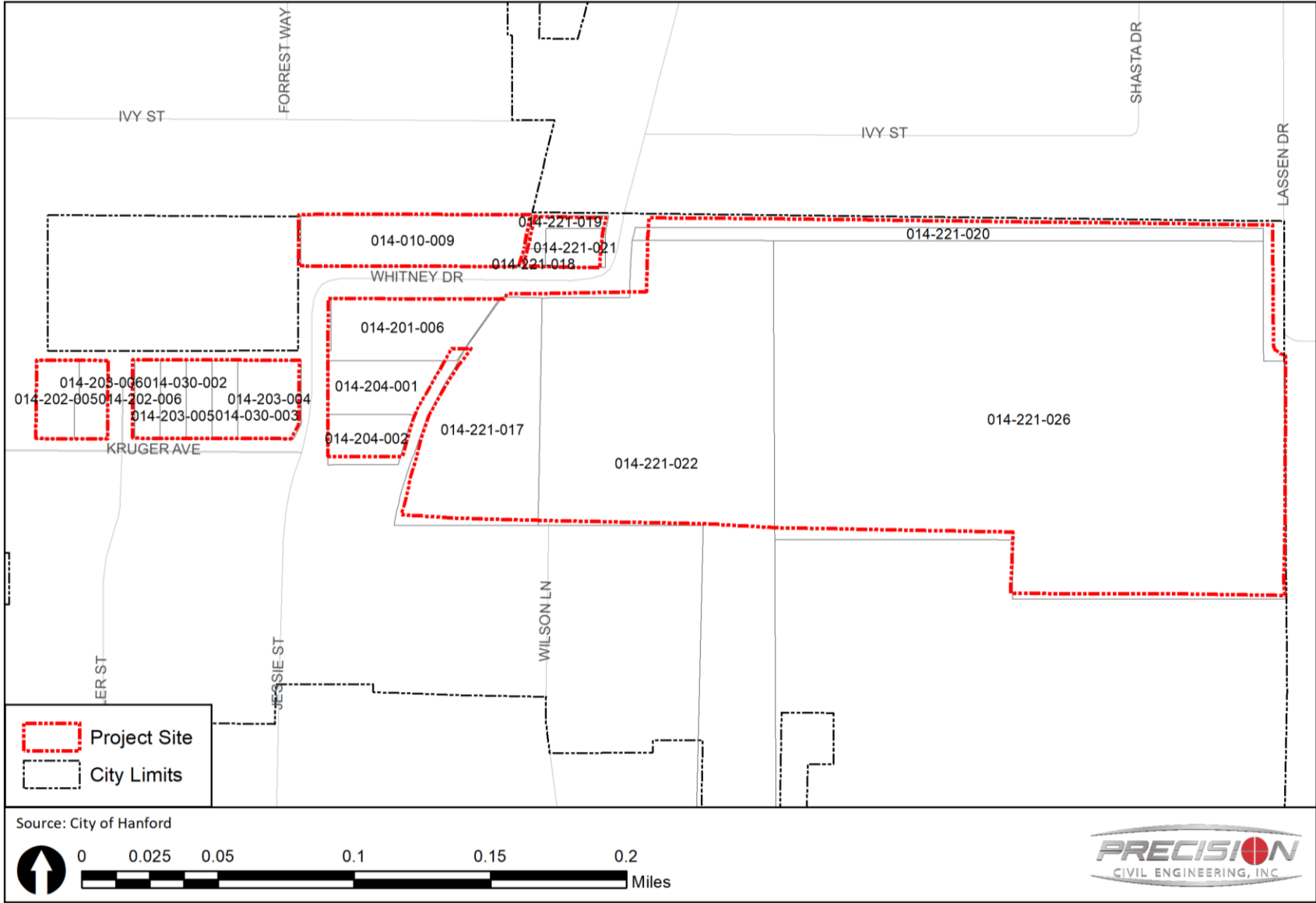


CITY OF HANFORD - LASSEN DRIVE CORRIDOR MIXED USE
INITIAL STUDY

Created: 1/17/2022

Figure 2-2 Project Vicinity Map

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



CITY OF HANFORD - LASSEN DRIVE CORRIDOR MIXED USE
INITIAL STUDY

Created: 1/24/2022

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

Figure 2-3 APN Map



Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



2.6 Latitude and Longitude

The centroid of the Project area is 36.3309352896961, -119.63147792062374.

2.7 General Plan Designation

The Project site is currently in a county unincorporated island within the City of Hanford's SOI, but will be considered for annexation into the City at the Kings County LAFCO meeting scheduled for March 30, 2022. The Project site has a City General Plan land use designation of Medium Density Residential (see [Figure 2-4](#)). According to the General Plan **Policy L34**, the Medium Density Residential land use designation includes residential uses such as duplexes, triplexes, fourplexes, townhomes, and lower density apartment complexes, as well as non-traditional small single-family lots that range from 4,500 to 7,500 square feet. It is intended that development within this land use designation be conveniently serviced by neighborhood commercial and recreational facilities with access to major collector or arterial streets.

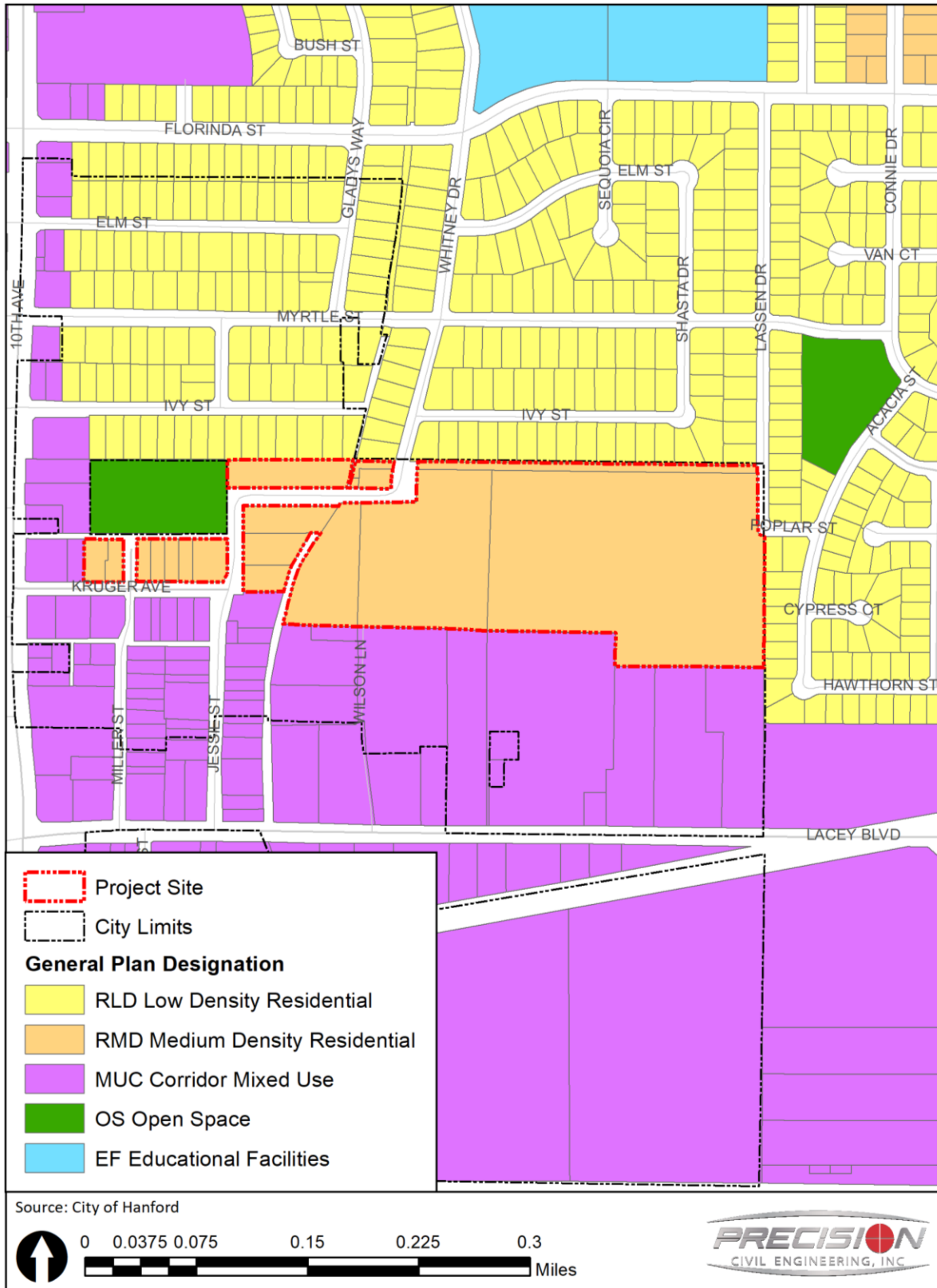
In anticipation of the annexation request being approved by LAFCO pursuant to GC Section 56375.3 the Project includes a General Plan Amendment (GPA No. 2021-01 C) that proposes a change to the site's land use designation from Medium Density Residential to Corridor Mixed Use, to ensure land use conformance with the ALUCP. According to the General Plan **Policy L65**, the purpose of the Corridor Mixed Use land use designation is to "promote a mix of commercial, office, and multi-family residential uses along transportation corridors at a scale compatible with adjacent residential neighborhoods, with the intent of creating a pedestrian-friendly environment that encourages walking between uses." Typical uses in the Corridor Mixed Use land use designation include small- and medium-scale commercial, providing primarily day-to-day goods and services, office.

The GPA is requested due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). According to the ALUCP, the Project site is located within Zone B1 (North) which limits the maximum residential density (dwelling units/acre) to one (1) unit per 10 acres. This density is incompatible with the site's underlying General Plan land use designation of Medium Density Residential. Further, residential subdivisions and multi-family residential uses are identified as non-acceptable uses in this zone. In order to allow the property owners to develop the site with a compatible use, the site must be rezoned to a district that allows alternative uses. The site cannot be rezoned without first changing the underlying planned land use. Therefore, the General Plan Amendment request to change the site's land use designation from Medium Density Residential to Corridor Mixed Use which would allow for future development of the site with uses that are compatible with uses allowed in Zone B1 (North).



2.8 Zoning

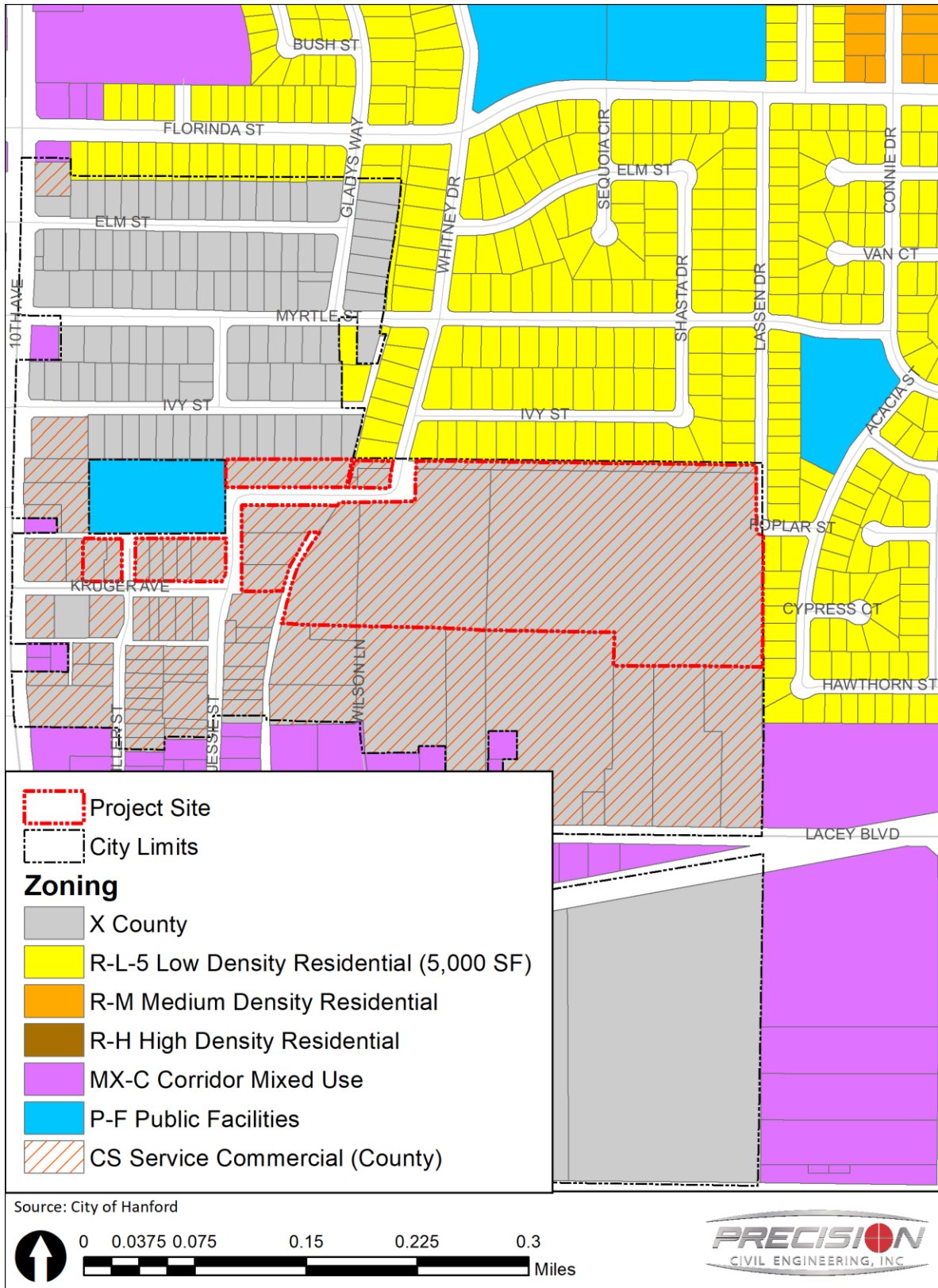
The Project site is currently in a county unincorporated island within the City of Hanford's SOI, but will be considered for annexation into the City at the Kings County LAFCO meeting scheduled for March 30, 2022. The site is in the County's CS – Service Commercial Zone District (see [Figure 2-5](#)). Thus, the Project includes a Pre-Zone/Rezone (Rezone No. 2021-11) to the City's MX-C Corridor Mixed Zone District which is consistent with the proposed City General Plan land use designation of Corridor Mixed Use. According to the City of Hanford Municipal Code (HMC §17.08.030), the MX-C Zone District permits or conditionally permits uses including but not limited to single-family and multi-family dwellings, mixed commercial-residential, supportive housing, eating and drinking establishments, office and medical uses, community centers or facilities, convenience stores, and retail sales.



CITY OF HANFORD - LASSEN DRIVE CORRIDOR MIXED USE
INITIAL STUDY

Created: 1/17/2022

Figure 2-4 General Plan Designated Land Use



CITY OF HANFORD - LASSEN DRIVE CORRIDOR MIXED USE
INITIAL STUDY

Created: 1/24/2022

Figure 2-5 Current Zoning

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



2.9 Description of Project

The Project includes a General Plan Amendment (GPA No. 2021-01 C) and Pre-zone/Rezone (Rezone No. 2021-11) to facilitate the change of land use due to incompatibility with the Kings County ALUCP. According to the ALUCP, the Project site is located within Zone B1 (North) which limits the maximum residential density to one (1) unit per 10 acres. Residential subdivisions and multi-family residential are identified as non-acceptable uses in this zone. As such, the current city planned land use, RMD – Medium Density Residential, is not compatible with the ALUCP regulations since RMD zones are planned for residential uses. Thus, the GPA and related Rezoning to Corridor Mixed Use would allow for future development of the site with uses that are compatible with uses allowed in Zone B1 (North).

The Project does not propose any physical development, but rather proposes land use and zoning to allow future development by others that will be consistent with the ALUCP. Although no specific project is currently proposed, for the purpose of facilitating tiering of CEQA analysis for future development this initial study will apply the following assumptions so as to reasonably estimate the extent and magnitude of potential impacts that could result from future development:

- *New development will be consistent with MX-C allowed uses (per HMC §17.08.030);*
- *New development will take place on parcels that are currently vacant or underutilized according to the City of Hanford's GIS data (Table 2-1);*
- *Max allowable 50% coverage on all vacant or underutilized parcels;*
- *All development will be single story; and,*
- *Future uses will not exceed allowable VMT significance thresholds that would result in determination of significant traffic impacts pursuant to the Kings County Association of Governments' adopted VMT modeling or other VMT modeling methodologies acceptable to or adopted by the City of Hanford*

Based upon the assumptions above, future development would result in approximately 472,843.8 square feet of corridor mixed use development.

Table 2-1 Vacant and Underutilized Parcels

Parcel	Acreage	Description
014-203-002	0.17	Vacant
014-201-006	0.83	Underutilized
014-221-019	0.10	Vacant
014-221-018	0.02	Vacant
014-221-021	0.19	Vacant
014-221-022	5.45	Vacant
014-221-020	0.79	Vacant



014-221-026	14.16	Vacant
Total	21.71	-

2.10 Site and Surrounding Land Uses and Setting

The existing site is mostly vacant with some existing structures. The existing structures are generally located east of North 10th Avenue along Kruger Avenue, Jessie Avenue, and East Whitney Drive. The existing structures are primarily residential and commercial. The vacant portion of the Project site is generally located north of Lacey Boulevard between Whitney Drive and Lassen Drive. This portion of the site is relatively flat and is highly disturbed as a result of periodic grading and disking for weed control and fire abatement. The existing biotic site conditions and resources of the vacant portion can be defined primarily as herbaceous (weedy) vegetation with minimal trees and shrubs existing on site. There are no water features present. As referenced in **Table 2-2**, the Project site is surrounded by residential uses to the north, south, and east, and commercial and vacant land uses to the south and west. The properties to the north and east are zoned and planned for Low Density Residential and the properties to the south and west are planned for Corridor Mixed Use.

Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from the Project site	Existing Land Use	Planned Land Use	Zone District
North	Single-family dwellings	RLD Low Density Residential	R-L-5 Low Density Residential
South	Commercial, Vacant, Residential	MUC Corridor Mixed Use	CS – Service Commercial (County)
East	Single-family dwellings	RLD Low Density Residential	R-L-5 Low Density Residential
West	Commercial, Vacant	MUC Corridor Mixed Use	P-F – Public Facilities (County)

2.11 Technical Studies/Appendices

Some analyses of the Project throughout this Initial Study relied on technical studies prepared for the Project, as listed below. Other analyses relied on other existing sources, including, but not limited to, the Final Environmental Impact Report (EIR) SCH No. 2015041024 adopted in 2017 for the City of Hanford 2035 General Plan Update which is incorporated herein by reference.

- **Appendix A:** CalEEMod Output Files
- **Appendix B:** CHRIS Record Search Results
- **Appendix C:** Early Consultation Response Letters received by the City of Hanford



2.12 Consultation with California Native American Tribes

The State, through the California Environmental Quality Act (CEQA) Statutes, specifically Public Resources Code (PRC) Section 21080.3.1, and the CEQA Guidelines implementing this statute (California Code of Regulations (CCR) §15000 et seq.) requires: “Prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project (as identified by the National American Heritage Commission) if: (1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, and (2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation.”

Through this process, the Lead Agency is required to consider the potential effects of proposed projects on Tribal Cultural Resources that may be identified by a notified Tribe and to initiate formal consultation opportunity with California Native American tribes if they have so requested consultation in writing. Tribal Cultural Resources can be sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and supported by substantial evidence, chooses to treat the resources as a Tribal Cultural Resources (PRC Section 21074(a)(1-2)). According to the most recent census data, California is home to 109 currently recognized Indian tribes. Tribes in California currently have nearly 100 separate reservations or Rancherias,

Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC Section 21083.3.2.) Information may also be available from the California Native American Heritage Commission’s Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC Section 21082.3(c) contains provisions specific to confidentiality.

The City of Hanford conducted the formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on December 28, 2021 with the following tribes as recommended by the Native American Heritage Commission:

- Kings River Choinumni Farm Tribe,
- Santa Rosa Rancheria Tachi Yokut Tribe,



- Table Mountain Rancheria,
- Tule River Indian Tribe, and
- Wuksache Indian Tribe/Eshom Valley Band.

Consultation ended on January 26, 2022. A response was received from Table Mountain Rancheria which indicated the project site was beyond their area of interest. A response was received from the Santa Rosa Rancheria Tachi-Yokut Tribe requesting mitigation. The requested mitigation has been included in this document.

Early consultation was also conducted on October 19, 2021. The same five (5) tribes listed were included in the early consultation. In response, the City only received correspondence from the Santa Rosa Rancheria Tachi Yokut Tribe. The Tribe requested to have *“A Native American monitor shall be present for ground disturbing activities”* at the Project site.



3 DETERMINATION

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

- | | |
|---|---|
| ☐ Aesthetics | ☐ Land Use Planning |
| ☐ Agriculture and Forestry Resources | ☐ Mineral Resources |
| ☐ Air Quality | ☐ Noise |
| ☒ Biological Resources | ☐ Population and Housing |
| ☒ Cultural Resources | ☐ Public Services |
| ☐ Energy | ☐ Recreation |
| ☐ Geology and Soils | ☐ Transportation |
| ☐ Greenhouse Gas Emissions | ☒ Tribal and Cultural Resources |
| ☐ Hazards and Hazardous Materials | ☐ Utilities and Service Systems |
| ☐ Hydrology and Water Quality | ☐ Wildfire |

The analyses of environmental impacts in **SECTION 4 EVALUATION OF ENVIRONMENTAL IMPACTS** result in one of four impact statements (or conclusions), which shall have the following meanings pursuant to CEQA, the CEQA Guidelines, and CEQA Guidelines Appendix G.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the Project would result in impacts below the threshold of significance, and no mitigation measures are required.



No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An EIR is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Approved By:

Mary E. Beatie
Mary E. Beatie, Interim Director

3-30-22
Date

City of Hanford Community Development Department



4 EVALUATION OF ENVIRONMENTAL IMPACTS

4.1 AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

4.1.1 Environmental Setting

The city of Hanford can be characterized as small, urbanized city. However, the city lies within the San Joaquin Valley, the southern reach of the Great Central Valley of California, which is predominantly agricultural and the leading producer of many animal and cultivated food products in the nation. The city is predominately flat with minimal natural watercourses; no scenic vistas are identified by the Hanford General Plan. The Project is located within the southeast portion of the city of Hanford, California, generally located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue in a County island and within the City of Hanford Sphere of Influence (SOI).



In general, the Project site is within an area of the city that is predominately characterized by commercial and residential development. Because the surrounding area is largely developed, there is existing infrastructure such as roadways, streetlights, parking lot lights, and ambient light sources typical of commercial and residential uses.

California Scenic Highway Program

The California Scenic Highway Program was established in 1963 with the purpose to protect and enhance the natural scenic beauty of California highways and adjacent corridors, through special conservation treatment. A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. There are no officially designated State Scenic Highways in the city of Hanford, inclusive of the Project area. The nearest eligible State Scenic Highways is a portion of SR-198 that is approximately 12.5 miles east from the Project site.¹

Hanford General Plan

Regarding the proposed use, the Hanford General Plan Land Use and Community Design Element outlines policies related to aesthetics. The following policies are applicable to the Project.

Policy L67 Design of the Corridor Mixed Use Land Use Designation. *Require that new development projects and major site reconfigurations in the Corridor Mixed Use land use designation provide site layouts, buildings, landscaping, and walkways that are designed to encourage pedestrian access on the site and between adjacent sites. Strongly encourage buildings to be located near the street corridor with parking to the side of or behind buildings.*

Policy L113 Infill Development in Neighborhoods. *Protect the pattern and character of existing neighborhoods by requiring new infill developments to have complimentary building forms and site features.*

¹ Caltrans. California State Scenic Highway System Map. Accessed on January 25, 2022, <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>



Hanford Municipal Code

Hanford Municipal Code (HMC) Section 17.50.140 – *Outdoor Lighting Standards* contains specific, enforceable requirements and/or restrictions for all new development, including the proposed development, intended to prevent light and glare impacts:

D. General Outdoor Lighting Standards. *The following requirements and standards shall apply in all zone districts for the installation and use of outdoor lighting fixtures.*

1. *All lights and light fixtures, except public streetlights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.*
2. *No lights or light fixtures shall flash, revolve, blink or otherwise resemble a traffic control signal or operate in such a fashion to create a hazard for passing traffic.*
3. *Building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.*
4. *Canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded in order to eliminate emission of horizontal light.*
5. *The height of freestanding light fixtures including freestanding parking lot fixtures shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture and shall not exceed the following:*
 - a. *Eighteen (18) feet in height, when located within fifty (50) feet of any residential zone district; and*
 - b. *Twenty-five (25) feet in height when located within fifty-one (51) to one hundred fifty (150) feet of any residential zone district; and*
 - c. *Thirty (30) feet in height when located more than one hundred fifty (150) feet from any residential zone district; and*
 - d. *Fifty (50) feet in height when located in the RC regional commercial zone or freestanding light fixtures for public outdoor recreational facilities.*

4.1.2 Impact Assessment

Except as provided in PRC Section 21099, would the project:

- a. ***Have a substantial adverse effect on a scenic vista?***

No Impact. The Hanford General Plan does not identify or designate scenic vistas within the City or Sphere of Influence, inclusive of the Project site. In addition, the Project site does not contain any visual features or historic resources as identified in the General Plan. As a result, the Project would not adversely affect scenic vistas and no impact would occur because of the Project.



b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the California State Scenic Highway Program, the Project is not located within a state-designated scenic highway. As such, the Project would not damage scenic resources, including trees, rock outcroppings, and historic buildings within a state scenic highway and no impact would occur because of the Project.

c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The Project site is within an urbanized area surrounded by commercial and residential development. Although no specific project is currently proposed, future development projects in this area will go through the entitlement review process, where the Project will be subject to compliance with applicable zoning and other regulations governing scenic quality including but not limited to the California Building Code, Hanford General Plan, and Hanford Municipal Code (HMC). In particular, future development would be required to comply with the design requirements contained in *Chapter 17.26 Corridor Mixed Use Zone* of the HMC. Through compliance with the applicable zoning and other regulations governing scenic quality, future development resulting from the implementation of the Project would result in a less than significant impact.

d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Generally, lighting impacts are associated with artificial lighting in evening hours either through interior lighting from windows or exterior lighting (e.g., street lighting, parking lot lighting, landscape lighting, cars, and trucks). The Project does not include physical development, which would not result in creation of new light sources. Although no specific project is currently proposed, future development resulting from the implementation of the Project would incrementally increase the amount of light from streetlights, exterior lighting, and vehicular headlights. Such sources could create adverse effects on day or nighttime views in the area. Future developments would thereby be required to comply with *Section 17.50.140 – Outdoor Lighting Standards* of the HMC, which contain specific, enforceable requirements and/or restrictions intended to prevent light and glare impacts. In addition, future developments would be required to comply with Title 24 lighting requirements would also reduce impacts related to nighttime light. The Title 24 lighting requirements cover outdoor spaces including regulations for mounted luminaires (i.e., high efficacy, motion sensor controlled, time clocks, energy



management control systems, etc.). As such, conditions imposed on future development by the City of Hanford pursuant to the HMC and Title 24 would reduce light and glare impacts to a less than significant impact.

4.1.3 *Mitigation Measures*

None required.



4.2 AGRICULTURE AND FORESTRY RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

4.2.1 Environmental Setting

The Project site is located within the City of Hanford's SOI and is currently planned and zoned for urbanized uses. The site is mostly vacant with some existing structures. The existing structures are



generally located east of North 10th Avenue along Kruger Avenue, Jessie Avenue, and East Whitney Drive. The existing structures are primarily residential and commercial. The vacant portion of the Project site is generally located north of Lacey Boulevard between Whitney Drive and Lassen Drive. This portion of the site is relatively flat and is highly disturbed as a result of periodic grading and discing. The existing biotic site conditions and resources of the vacant portion can be defined primarily as herbaceous (weedy) vegetation with minimal trees and shrubs existing on site. No agricultural or forestry resources are present on the site.

Farmland Monitoring and Mapping Program

The California Department of Conservation manages the Farmland Mapping and Monitoring Program (FMMP) that provides maps and data for analyzing land use impacts to farmland. The FMMP produces the Important Farmland Finder as a resource map that shows quality (soils) and land use information. Agricultural land is rated according to soil quality and irrigation status, in addition to many other physical and chemical characteristics. The highest quality land is called “Prime Farmland” which is defined by the FMMP as *“farmland with the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.”* Maps are updated every two years. According to the FMMP, California Important Farmland Finder, the Project site is categorized as “Urban and Built-Up Land” and therefore does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.²

California Land Conservation Act

The California Land Conservation Act of 1965 (i.e., the Williamson Act) allows local governments to enter into contracts with private landowners to restrict contracted parcels to preserve agricultural or open space uses. In return, property tax assessments of the restricted parcels are lower than full market value. The minimum length of a Williamson Act contract is 10 years and automatically renews annually upon its anniversary date; as such, the contract length is essentially indefinite. Neither the Project site nor surrounding properties are subject to the Williamson Act Contract.

² California Department of Conservation. (2016). California Important Farmland Finder. Accessed on January 25, 2022, <https://maps.conservation.ca.gov/DLRP/CIFF/>



4.2.2 Impact Assessment

Would the project:

- a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The Project site and lands in its immediate vicinity are designated as “Urban and Built-Up Land” according to the FMMP. As such, the Project site is not located on lands designated as “Prime Farmland,” “Unique Farmland,” or “Farmland of Statewide Importance.” For this reason, the Project would result in no impact.

- b. Conflict with existing zoning for agricultural use or a Williamson Act contract?*

No Impact. The Project site is not zoned for or located within an area zoned for agricultural uses and is not under Williamson Act contract. Thus, the Project would result in no impact.

- c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The Project site does not contain forest land or timberland as defined by PRC or GC sections, and it is not planned or zoned for forestry or timberland uses. As a result, the Project would have no impact.

- d. Result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The Project site does not contain forest land and therefore will not result in the loss of or conversion of any forest land to non-forest uses. As a result, the Project would have no impact.

- e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

No impact. The Project site is not planned or zoned for agricultural uses. Additionally, the site is not planned or zoned for forestry uses. For these reasons, the Project would have no impact.

The Project site and surrounding area does not contain any farmland or forest land nor is any use planned at the site that could result directly or indirectly in the conversion of other farmland or forest land to non-agricultural use. The nearest land used agriculturally are approximately two (2) miles from the site and is designated by the General Plan for Service Commercial. For these reasons, the Project would have no impact.



4.2.3 *Mitigation Measures*

None required.



4.3 AIR QUALITY

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan (e.g., by having potential emissions of regulated criterion pollutants which exceed the San Joaquin Valley Air Pollution Control Districts (SJVAPCD) adopted thresholds for these pollutants)?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

4.3.1 Environmental Setting

The proposed project is located within the San Joaquin Valley Air Basin (SJVAB). The San Joaquin Valley Air Pollution Control District (SJVAPCD) regulates air quality in eight (8) counties including: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. The SJVAPCD oversees the SJVAB.

Impacts on air quality result from emissions generated during short-term activities (construction) and long-term activities (operations). Construction-related emissions consist mainly of exhaust emissions (NO_x and PM) from construction equipment and other mobile sources, and fugitive dust (PM) emissions from earth moving activities. Operational emissions are source specific and consist of permitted equipment and activities and non-permitted equipment and activities.



Air pollution in the SJVAB can be attributed to both human-related (anthropogenic) and natural (non-anthropogenic) activities that produce emissions. Air pollution from significant anthropogenic activities in the SJVAB includes a variety of industrial-based sources as well as on- and off-road mobile sources. Four main sources of air pollutant emissions in the SJVAB are motor vehicles, industrial plants, agricultural activities, and construction activities. All four of the major pollutant sources affect ambient air quality throughout the Air Basin. These sources, coupled with geographical and meteorological conditions unique to the area, stimulate the formation of unhealthy air. Air pollutants can remain in the atmosphere for long periods and can build to unhealthful levels when stagnant conditions that are common in the San Joaquin Valley occur. Pollutants are transported downwind from urban areas with many emission sources which are also recirculated back to the urban areas.

Further, the SJVAB is in non-attainment for ozone, PM₁₀, and PM_{2.5}, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. The air quality standards have been set to protect public health, particularly the health of vulnerable people. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects.

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts* (QAMAQI). This guidance document includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact to human health and welfare. The thresholds of significance are summarized, as follows:

(1) Criteria Air Pollutants: SJVAPCD adopted thresholds of significance for criteria air pollutants, as shown in [Error! Reference source not found.](#). The thresholds of significance are based on a calendar year basis. For construction emissions, the annual emissions are evaluated on a rolling 12- month period. The following summarizes these thresholds:

Short-Term Emissions of Particulate Matter (PM₁₀): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not



incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_x that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM₁₀): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM₁₀ that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Table 4-1 SJVAPCD Recommended Air Quality Thresholds of Significance³

Pollutant	Significance Threshold	
	Construction Emissions (tons/year)	Operational Emission (tons/year)
CO	100	100
NO _x	10	10
ROG	10	10
SO _x	27	27
PM ₁₀	15	15
PM _{2.5}	15	15

(2) Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, PM_{2.5}, and PM₁₀, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM₁₀ would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

³ SJVAPCD. (2015). Guidance for Assessing and Mitigating Air Quality Impacts. Accessed on December 9, 2021, <https://www.valleyair.org/transportation/GAMAQI-2015/FINAL-DRAFT-GAMAQI.PDF>



(3) Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

(4) Toxic Air Contaminants: Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than one (1).

As recommended by the SJVAPCD, the latest approved California Air Pollution Control Officer's Association (CAPCOA) methodology was utilized as the screening methodology. According to the CAPCOA Guidance Document titled "Health Risk Assessments for Proposed Land Use Projects," there are two types of land use project that have the potential to cause long-term public health risk impacts. These project types are as follows:

- *Type A: Land use projects with toxic emissions that impact receptors, and*
- *Type B: Land use project that will place receptors in the vicinity of existing toxics sources.*

In this Guidance document, Type A projects examples are (project impacts receptors):

- combustion related power plants,
- gasoline dispensing facilities,
- asphalt batch plants,
- warehouse distribution centers,
- quarry operations, and
- other stationary sources that emit toxic substances.

(5) Odor: The intensity of an odor source's operations and its proximity to sensitive receptors influences the potential significance of odor emissions. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The SJVAPCD has identified these common types of facilities that have been known to produce odors in the San Joaquin Valley Air Basin and has prepared screening levels for potential odor sources ranging from one (1) to two (2) miles of distance from the odor-producing facility to sensitive receptors. Odor impacts associated with the proposed Project would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

(6) Ambient Air Quality: The SJVAPCD applies the following guidance in determining whether an ambient air quality analysis should be performed: when assessing the significance of project-related impacts on air quality, it should be noted that the impacts may be significant when on-site emission increases from construction activities or operational activities exceed the 100 pounds



per day screening level of any criteria pollutant after implementation of all enforceable mitigation measures. Under such circumstance, the District recommends that an ambient air quality analysis be performed.

San Joaquin Valley Air Pollution Control District

The SJVAPCD adopted rules and regulations for development projects prior to and during construction to reduce air contaminants, including but not limited to the following:

Rule 2010 – Permits Required. *The purpose of this rule is to require any person constructing, altering, replacing or operating any source operation which emits, may emit, or may reduce emissions to obtain an Authority to Construct or a Permit to Operate. This rule also explains the posting requirements for a Permit to Operate and the illegality of a person willfully altering, defacing, forging, counterfeiting or falsifying any Permit to Operate.*

Rule 2201 – New and Modified Stationary Source Review Rule. *The purpose of this rule is to provide for the following:*

The review of new and modified Stationary Sources of air pollution and to provide mechanisms including emission trade-offs by which Authorities to Construct such sources may be granted, without interfering with the attainment or maintenance of Ambient Air Quality Standards; and

No net increase in emissions above specified thresholds from new and modified Stationary Sources of all nonattainment pollutants and their precursors.

Rule 4001 – New Source Performance Standards. *This rule incorporates the New Source Performance Standards from Part 60, Chapter 1, Title 40, Code of Federal Regulations (CFR).*

Rule 4002 – National Emission Standards for Hazardous Air Pollutants. *This rule incorporates the National Emission Standards for Hazardous Air Pollutants from Part 61, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR) and the National Emission Standards for Hazardous Air Pollutants for Source Categories from Part 63, Chapter I, Subchapter C, Title 40, Code of Federal Regulations (CFR).*

Rule 4102 – Nuisance. *The purpose of this rule is to protect the health and safety of the public.*

Rule 4601 – Architectural Coatings. *The purpose of this rule is to limit VOC emissions from architectural coatings. This rule specifies architectural coatings storage, cleanup, and labeling requirements.*



Rule 4641 – Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations. *The purpose of this rule is to limit VOC emissions from asphalt paving and maintenance operations. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.*

Regulation VIII – Fugitive PM10 Prohibitions. *The purpose of Regulation VIII (Fugitive PM10 Prohibitions) is to reduce ambient concentrations of fine particulate matter (PM10) by requiring actions to prevent, reduce or mitigate anthropogenic fugitive dust emissions.*

Rule 9510 – Indirect Source Review. *The purposes of this rule are to:*

- 1. Fulfill the District’s emission reduction commitments in the PM10 and Ozone Attainment Plans.*
- 2. Achieve emission reductions from the construction and use of development projects through design features and on-site measures.*
- 3. Provide a mechanism for reducing emissions from the construction of and use of development projects through off-site measures.*

City of Hanford General Plan - Air Quality Element

Regarding local measures and thresholds for air quality impacts, the City of Hanford’s Air Quality Element outlines goals, objectives, and policies for addressing air quality. A sample of applicable goals and policies are as follows:

OBJECTIVE AQ 4: *Accurately assess and mitigate potentially significant local and regional air quality and climate change impacts from proposed projects within the City. Where possible and financially feasible, retrofit existing uses and activities to reduce emissions and climate change impacts.*

Policy AQ 4.1: *Assess and mitigate project air quality impacts using analysis methods and significance thresholds recommended by the San Joaquin Valley Air Pollution Control District.*

Policy AQ 4.3: *Ensure that air quality and climate change impacts identified during California Environmental Quality Act review are minimized and consistently and fairly mitigated to the greatest extent feasible.*

Policy AQ 4.6: *Work with the San Joaquin Valley Air Pollution Control District and developers to ensure that funds collected under Rule 9510 – Indirect Source Review mitigation fees are used in Hanford and Kings County whenever possible to maximize local benefits to air quality and the economy.*



Policy AQ 4.7: *Work with the San Joaquin Valley Air Pollution Control District to ensure implementation of particulate emission controls required by Regulation VIII – Fugitive PM₁₀ for construction and grading activities.*

OBJECTIVE AQ 9: *Reduce emissions of PM₁₀, PM_{2.5} and other particulates from sources with local control potential or under the jurisdiction of the City.*

Policy AQ 9.1: *Coordinate with the San Joaquin Valley Air Pollution Control District to ensure that construction, grading, excavation and demolition activities within City’s jurisdiction are regulated and controlled to reduce particulate emissions to the maximum extent feasible.*

Policy AQ 9.2: *Require all access roads, driveways, and parking areas serving new commercial and industrial development are constructed with materials that minimize particulate emissions and are appropriate to the scale and intensity of use.*

CalEEMod

CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions from land use projects. The model quantifies direct emissions from construction and operation (including vehicle use), as well as indirect emissions, such as emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. The model also identifies mitigation measures to reduce criteria pollutant and GHG emissions.

(1) CalEEMod Assumptions: Although no specific development project is currently proposed, short-term construction and long-term operational GHG emissions for the Project were estimated using CalEEMod™ (v.2020.4.0) (See **Appendix A**) with the following assumptions (**Table 2-1**):

- *Future General Commercial Development on vacant or underutilized parcels within the Project site as identified by the City of Hanford’s GIS Data (i.e., “Existing Land Use” of “Vacant” or “Underutilized”), totaling 21.71 acres.*
- *Lot Coverage of 50% Floor Area Ratio (FAR) and single-story development for a total floor area of 472,843.8 square feet on the 21.71 acres.*
- *CalEEMod default factors with the exception of construction factors. Because only vacant and underutilized parcels were included, “demolition” was removed as a construction phase as demolition of existing structures would not be required.*



Table 4-2 Vacant and Underutilized Parcels within Project site

Parcel	Acreage	Description
014-203-002	0.17	Vacant
014-201-006	0.83	Underutilized
014-221-019	0.10	Vacant
014-221-018	0.02	Vacant
014-221-021	0.19	Vacant
014-221-022	5.45	Vacant
014-221-020	0.79	Vacant
014-221-026	14.16	Vacant
Total	21.71	-

4.3.2 Impact Assessment

Would the project:

- a. *Conflict with or obstruct implementation of the applicable air quality plan (e.g., by having potential emissions of regulated criterion pollutants which exceed the San Joaquin Valley Air Pollution Control Districts (SJVAPCD) adopted thresholds for these pollutants)?*

Less than Significant Impact. CalEEMod was used to determine the potential criterion pollutants for future development projects resulting from implementation of the Project (See **CalEEMod Assumptions** above). **Table 4-2** and **Table 4-4** below show the potential construction and operational criteria pollutants (tons per year) based on the assumed future development in relation to the GAMAQI thresholds. As shown, the estimated pollutants of the assumed future development are below all significant thresholds established by the SJVAPCD and can therefore be determined to be consistent with the GAMAQI. CalEEMod Output Files are presented in **Appendix A**.

Table 4-3 Construction Emissions of Criteria Air Pollutants, Unmitigated

Emissions Source (Tons Per Year)	CO	NO _x	ROG	PM ₁₀	PM _{2.5}
Construction Year 2022	1.5734	1.7353	0.1859	0.4131	0.2055
Construction Year 2023	2.7358	2.3539	0.2771	0.3180	0.1500
Total Construction Emissions	0.4020	0.2967	3.3224	0.0349	0.0177
Maximum Emissions	2.7358	2.3539	3.3224	0.4131	0.2055
Significant Threshold	100	10	10	15	15
Exceed Threshold?	No	No	No	No	No

Source: CalEEMod, Version 2020.4.0, ran on February 1, 2022



Table 4-4 Operational Emissions of Criteria Air Pollutants, Unmitigated

Emissions Source (Tons Per Year)	CO	NO _x	ROG	PM ₁₀	PM _{2.5}
Area	0.0043	0.0000	2.1758	0.0000	0.0000
Energy	0.2516	0.2995	0.0329	0.0228	0.0228
Mobile	13.6146	2.5764	1.5399	3.1543	0.8634
Waste	-	-	-	0.0000	0.0000
Water	-	-	-	0.0000	0.0000
Total Operational Emissions	13.8705	2.8759	3.7487	3.1771	0.8862
Significant Threshold	100	10	10	15	15
Exceed Threshold?	No	No	No	No	No

Source: CalEEMod, Version 2020.4.0, ran on February 1, 2022

Regarding TACs, anticipated development that would result from Project implementation would not be of the Type A land uses that have the potential to produce toxic emissions. Although no specific development is currently proposed, the Project includes a General Plan Amendment and Pre-Zone/Rezone to change the site's land use designation and zoning to Corridor Mixed Use and MX-C Corridor Mixed Use, respectively. The Corridor Mixed Use land use designation and MX-C Corridor Mixed Use zone district do not permit combustion related power plants, asphalt batch plants, quarry operations, or other uses that would generate toxic emissions. Thus, future development resulting from the implementation of the Project that propose uses consistent with the General Plan and HMC would not result in production of significant TACs.

Lastly, future development projects resulting from Project implementation would be reviewed by the SJVAPCD for compliance with applicable rules and regulations including but not limited to *Rule 9510* (Indirect Source Review), *Regulation VIII* (Fugitive PM₁₀ Prohibitions), *Rule 2010* (Permits Required), *Rule 2201* (New and Modified Stationary Source Review), *Rule 4402* (Nuisance), *Rule 4601* (Architectural Coatings), and *Rule 4641* (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). Thus, any impacts related to construction activities of future development projects would be regulated through SJVAPCD regulations and requirements.

Overall, the anticipated development of the Project site would not have potential emissions of regulated criterion pollutants that exceed the SJVAPCD adopted thresholds. In addition, future development projects may be subject to to meet additional rules and regulations administered by the SJVAPCD to minimize and mitigate on-site emissions. Consequently, the Project would result in a less than significant impact.

- b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*



Less than Significant Impact. As discussed above (See **Environmental Setting**), the SJVAB is in non-attainment for ozone, PM₁₀, and PM_{2.5}, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects. Although the construction and operations of the buildout of the Project would not exceed the thresholds of significant for criteria pollutants as set by the GAMAQI (See **Table 4-3** and **Table 4-4**), there are PM₁₀, and PM_{2.5} emissions associated with future development projects which would thereby contribute to cumulative increases. However, the construction and operational emissions analysis shows that future development projects are well below the substantial thresholds of the GAMAQI and thus the Project is compliant with the applicable Air Quality Attainment Plan. Therefore, the Project would not result in significant cumulative health impacts because the emissions are not at a level that would be considered cumulatively significant. As such, the Project would have a less than significant impact.

c. Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling unit(s). The nearest receptors are single-family residences located immediately north and east of the site. As stated under criterion a) above, emissions during construction or operation would not reach the significance thresholds and would not be anticipated to result in concentrations that reach or surpass ambient air quality requirements. Further, anticipated development that would result from Project implementation would not be uses that would generate toxic emissions (i.e., Type A uses identified by the CAPCOA TAC guidelines). Therefore, the Project would have a less than significant impact on any known sensitive receptor.

d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants, and rendering plants. Future development of the Project site would not consist of such land uses since they are not permitted within the proposed land use designation or zone district by the General Plan and HMC. Although some odors would be emitted during construction of the site (i.e., through diesel fuel and exhaust from equipment), these odors would be temporary and last only during construction activities. For these reasons, the odor impacts associated with the Project would be less than significant.



4.3.3 *Mitigation Measures*

None required.



4.4 BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X

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f) Conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.				X
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4.4.1 Environmental Setting

The Project site is located within the City of Hanford's SOI and is planned for urbanized uses. The site is mostly vacant with some existing structures that are primarily residential and commercial. The vacant portion of the Project site is relatively flat and is highly disturbed as a result of periodic grading and discing. The existing biotic site conditions and resources of the vacant portion can be defined primarily as herbaceous vegetation with minimal trees and shrubs existing on site.

U.S. Fish and Wildlife – Special-Status Species Database

The U.S. Fish and Wildlife Service (USFWS) operates an "Information for Planning and Consultation" (IPaC) database, which is a project planning tool for the environmental review process that provides general information on the location of special-status species that are "known" or "expected" to occur (note: the iPaC database does not provide occurrences; refer to the California Department of Fish and Wildlife – Natural Diversity Database below).⁴ Specifically, the iPaC database identifies 12 endangered species known or expected to occur in the city of Hanford including the: Fresno kangaroo rat, San Joaquin kit fox, Tipton kangaroo rat, blunt-nosed leopard lizard, giant garter snake, California red-legged frog, California tiger salamander, Delta smelt, monarch butterfly, conservancy fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp.

No Critical Habitats are identified in the city.⁵ The closest federally designated Critical Habitat is located approximately 8.2 miles northeast of the Project site for California tiger salamander

⁴ U.S. Fish and Wildlife Service. Information and Planning Consultation Online System. Accessed on December 28, 2021, <https://ecos.fws.gov/ipac/>

⁵ NOAA Fisheries. Critical Habitat. Accessed on March 18, 2022, <https://www.fisheries.noaa.gov/national/endangered-species-conservation/critical-habitat#key-regulations>

Once a species is listed under the federal Endangered Species Act, NOAA Fisheries is required to determine whether there are areas that meet the definition of Critical Habitat. Per NOAA Fisheries, Critical Habitat is defined as: "Specific areas within the geographical area occupied by the species at the time of listing that contain physical or biological features essential to conservation of the species and that may require special management considerations



(*Ambystoma californiense*) and 11.5 miles southwest of the Project site for Buena Vista Lake ornate shrew (*Sorex ornatus relictus*), which are outside the Project's five (5)-miles radius.

California Department of Fish and Wildlife – Natural Diversity Database

The California Department of Fish and Wildlife (CDFW) operates the California Natural Diversity Database (CNDDDB), which is an inventory of the status and locations of federal- and State-listed special-status plants and animals in California in addition to the reported occurrences of such species.⁶ According to the CDFW CNDDDB, there are 13 special-status species occurrences that have been observed and reported to the CDFW in or near the city of Hanford (i.e., the Hanford Quad as designated by the United States Geological Survey (USGS): hoary bat, San Joaquin kit fox, and California alkali grass. Of the species, the San Joaquin kit fox is the only species that is a federally and state-listed special-status species.⁷ Figure 4-1 shows the CNDDDB-identified occurrences of the special-status animal and plant species within the Hanford Quad.

The CNDDDB also provides CNDDDB-known occurrences within a set geographic radius. Error! Reference source not found. lists all species CNDDDB-known occurrences within the five (5)-mile radius of the Project site, organized by distance to the site. As shown, the nearest occurrences were 0.9 miles east (1971) and 1.6 miles northwest (2006). The CNDDDB ranks occurrences by the condition of habitat and ability of the species to persist over time. As shown, the occurrences within the five (5)-mile radius of the Project site are primarily ranked as good or fair, and of those, the most recent occurrences of the kit fox and hawk were 2006 and 2016, respectively.

Table 4-5 Special-Status Species Occurrences within 5-mile radius of Project site

Species	Date	Rank	Distance to site
Hoary Bat	1991/4/22	Unknown	0.4 miles west
San Joaquin kit fox	1971/x/x	Unknown	0.4 miles southeast
California alkali grass	1942/4/11	Unknown	1.6 miles east
San Joaquin kit fox	2006/6/12	Unknown	2.0 miles northwest
San Joaquin kit fox	2000/8/15	Fair*	2.9 miles southwest
Swainson's hawk	2016/6/8	Good**	1.8 miles east
Swainson's hawk	2012/8/8	Good**	3.0 miles northeast
Alkali-sink goldfields	1958/3/15	Unknown	3.6 miles east

or protection; and Specific areas outside the geographical area occupied by the species if the agency determines that the area itself is essential for conservation.” The process of Critical Habitat designation is complex and involves the consideration of scientific data, public and peer review, economic, national security, and other relevant impacts.

⁶ California Department of Fish and Wildlife. California Natural Diversity Database. Accessed on February 14, 2022, <https://wildlife.ca.gov/Data/CNDDDB>

⁷ California Department of Fish and Wildlife. Biogeographic Information and Observation System. Accessed on December 28, 2021, <https://apps.wildlife.ca.gov/bios/?tool=cnddbQuick>



Swainson's hawk	2016/6/6	Good**	3.8 miles southeast
Swainson's hawk	2009/6/29	Good**	3.9 miles southeast
Alkali-sink goldfields	1965/4/11	Unknown	4.2 miles northeast
San Joaquin kit fox	1975/7/x	Unknown	5.0 miles northeast
Swainson's hawk	2000/7/10	Poor***	5.0 miles southeast

* Fair (C) - Population small and/or potentially not very viable OR habitat in disturbed, fragmented or otherwise suboptimal condition. Disturbances are more severe and can include nearby development, heavy recreational use, ORV use and damage, heavy weed infestation, and more. Population not expected to persist in the long term but may persist for 10 years.

** Good (B) - Population in very good condition and fairly large for this taxon AND habitat in reasonably good condition. Some disturbances may exist including dirt roads, weed encroachment, nearby incompatible land uses, logging nearby, grazing, etc., but none so severe as to seriously impair species' ability to persist over at least the next 25 years.

*** Poor (D) - Population very small and/or non-viable. Habitat may be in good condition, but usually it is not and shows multiple disturbances and features of degradation. Population not expected to persist over 5 years.

Table 4-6 details the essential habitats of these species and assesses their potential of existing on the Project site. As assessed, the Project site does not provide essential habitat for such species.

U.S. Fish & Wildlife Service – National Wetlands Inventory

The USFWS provides a National Wetlands Inventory (NWI) with detailed information on the abundance, characteristics, and distribution of U.S. wetlands. A search of the National Wetlands Inventory (NWI) shows no federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) on the Project site or within the immediate vicinity (0.5-mile radius) of the Project area.⁸ The NWI does identify one (1) man-made R5UBFx riverine habitat within the Project site which has been further recognized as People's Ditch (See Section 4.5). The R5UBFx indicates Riverine System (R) with an unknown perennial sub-system (5), of an unconsolidated bottom (UB), that is semi permanently flooded (F), and has been excavated by humans (x) (i.e., an irrigation canal). The Project site is not within a riparian area.

⁸ U.S. Fish & Wildlife Service. National Wetlands Inventory. Accessed January 25, 2022, <https://www.fws.gov/wetlands/data/Mapper.html>



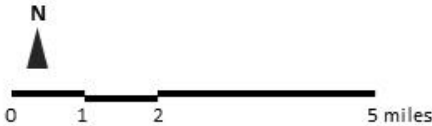
California Natural Diversity
Database BIOS

Symbology

- Plant (non-specific)
- Plant (circular)
- Animal (80m)
- Animal (specific)
- Animal (non-specific)
- Animal (circular)
- 5-mile radius from the Project site

Note: Data Accuracy
Accuracy represents spatial uncertainty in a relative way on a scale of one to ten (from most accurate to least accurate).

- Specific - Specific bounded area. (Level 1)
- Non-specific - Non-specific bounded area. (Level 3)
- 80 m - Specific bounded area with an 80-meter radius. (Level 1)



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Lassen Drive Corridor Mixed Use
Biological Resources Assessment

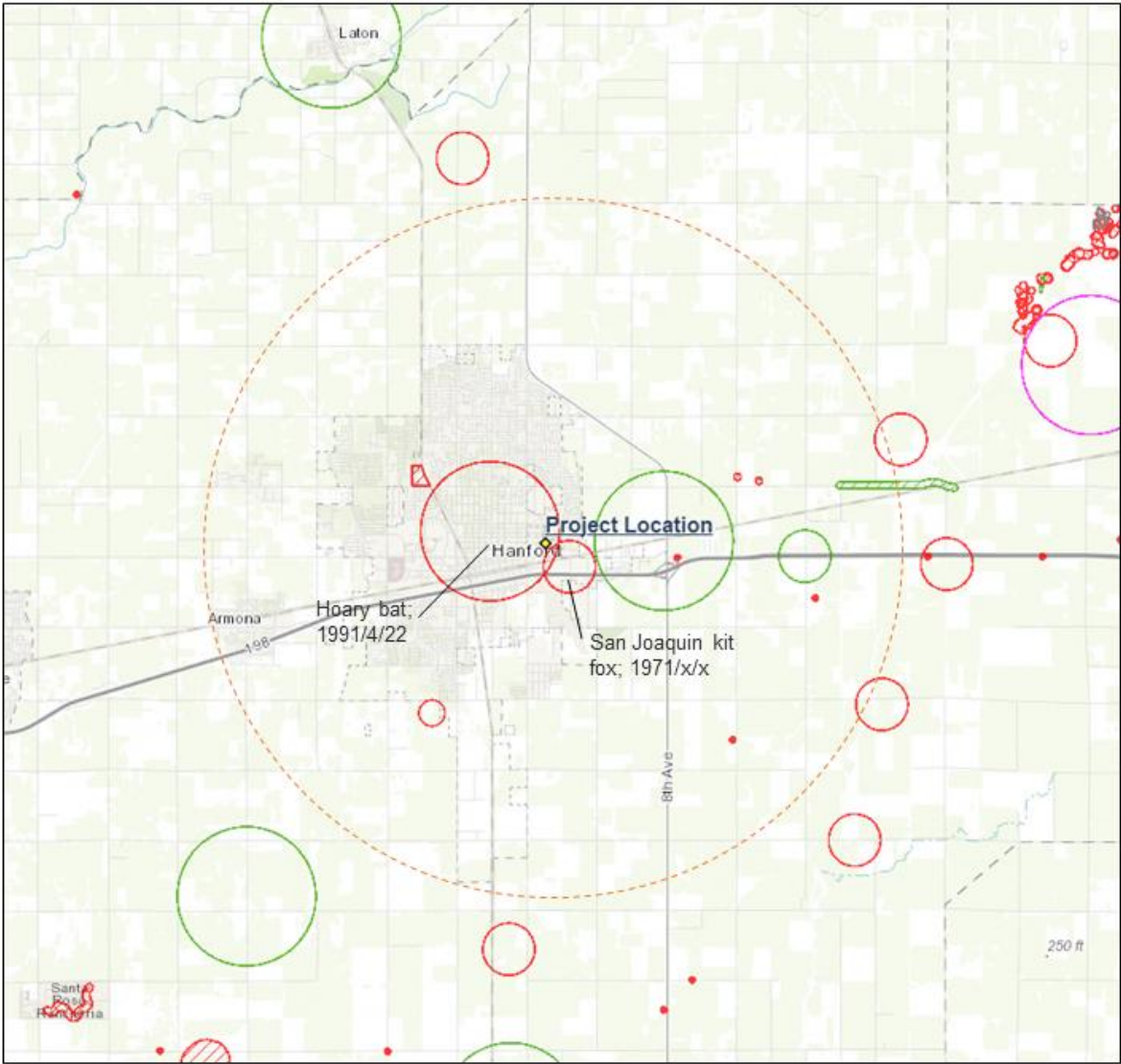


Figure 4-1 CNDDDB Species Occurrences

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Table 4-6 Essential Habitats and Potential Existence of Special-Status Species on Site

Special-Status Species	General Habitat	Habitats	Assessment
San Joaquin kit fox	Annual grasslands or grassy open stages with scattered shrubby vegetation.	- Chenopod scrub - Valley & foothill grassland	The Project site is largely disturbed and is surrounded by urban development. The site does not contain any grasslands or grassy open stages. As such, the site does not provide suitable habitat.
Swainson's hawk	Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees.	- Great Basin grassland - Riparian forest - Riparian woodland - Valley & foothill grassland	The Project site is largely disturbed and is surrounded by urban development. The site does not contain any grasslands, trees, or riparian areas. In addition, the site does not contain agricultural or ranch lands. As such, the site does not provide suitable habitat.
Hoary bat	Prefers open habitats or habitat mosaics, with access to trees for cover and open areas or habitat edges for feeding.	- Broadleaved upland forest - Cismontane woodland - Lower montane coniferous forest - North coast coniferous forest	The Project site is largely disturbed and is surrounded by urban development. The site does not contain any forests or trees. As such, the site does not provide suitable habitat.
California alkali grass	Meadows and seeps, chenopod scrub, valley and foothill grasslands, vernal pools.	- Chenopod scrub - Meadow & seep - Valley & foothill grassland - Vernal pool	The Project site is largely disturbed and is surrounded by urban development. The site does not contain any grasslands, wetlands, or riparian areas. As such, the site does not provide suitable habitat.
Alkali-sink goldfields	Vernal pools.	Vernal pool	The Project site is largely disturbed and is surrounded by urban development. The site does not contain any wetlands or riparian



			areas. As such, the site does not provide suitable habitat.
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Environmental Protection Agency – WATERS GeoViewer

The U.S. Environmental Protection Agency (EPA) WATERS GeoViewer provides a GeoPlatform based web mapping application of water features by location. According to the Waters GeoViewer, there are some surface water features (i.e., waterbodies, pipelines, canals, streams, coastlines, catchments, hydrologic units) that run through the Project site (see **Figure 4-2**) including canals, catchments, and hydrologic units.⁹ Given that these same features are shown to run through adjacent developed property and are not visible on the site, they are either no longer existing or are piped underground.

Hanford General Plan

The General Plan identified special-status species potentially within the city to be the hoary bat, Swainson's hawk, Western pond turtle, and San Joaquin kit fox. The Hanford General Plan outlines policies related to the conservation of biological resources:

Goal 04 Protection of natural habitat and other biological resources.

Policy 035 Impacts from Development. *Ensure that potential impacts to biological resources and sensitive habitat are carefully evaluated when considering development projects.*

Policy 037 Mature Trees. *Promote the preservation of existing mature trees and encourage the planting of appropriate shade trees in new developments.*

Policy 038 Native Tree Species and Drought Tolerant Vegetation. *Encourage the planting of native tree species and drought-tolerant vegetation.*

⁹ Environmental Protection Agency. WATERS GeoViewer. Accessed on January 25, 2022, <https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=ada349b90c26496ea52aab66a092593b>



Environmental Protection Agency - WATERS GeoViewer

-  Streams
-  Canals
-  Waterbodies
- Catchments
-  Hydrologic Units



January 25, 2022

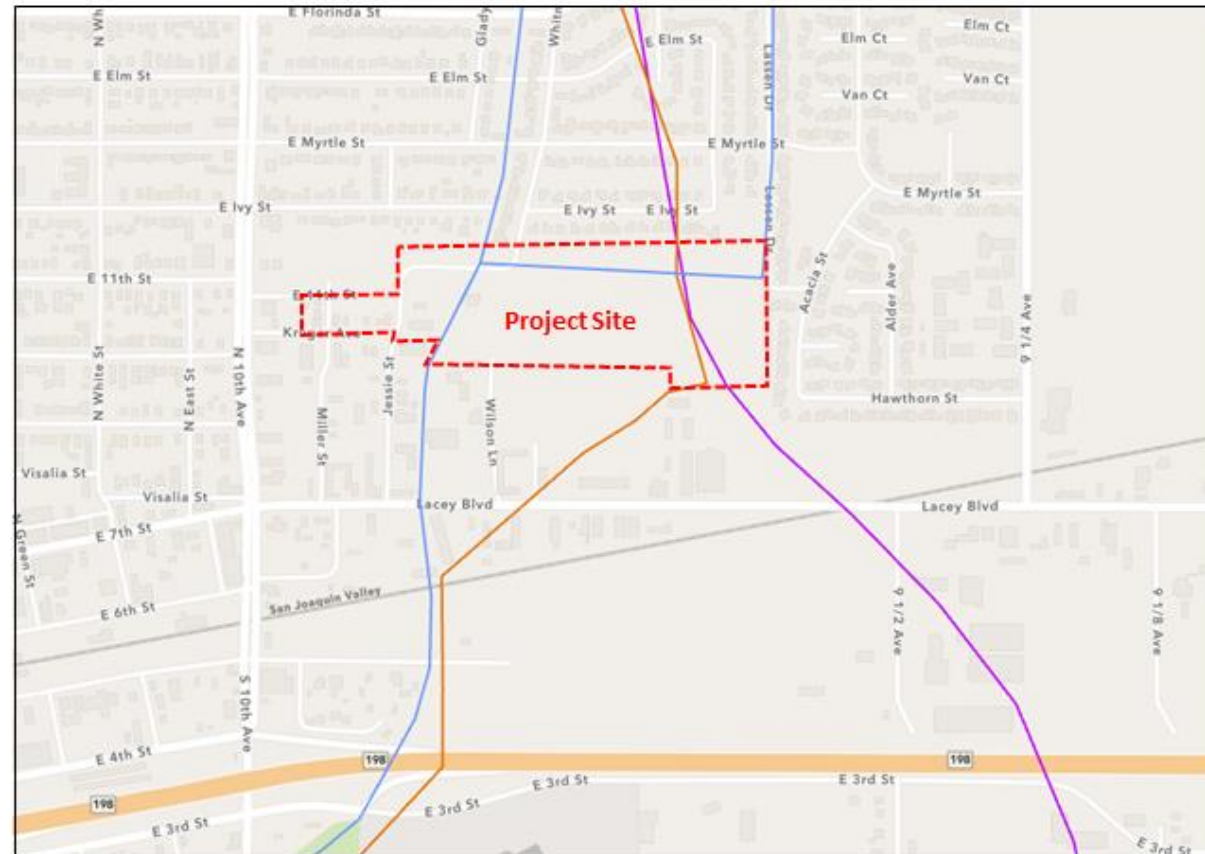
Lassen Drive Corridor Mixed Use
Biological Resources Assessment

Figure 4-2 Surface Water Features

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



4.4.2 Impact Assessment

Would the project:

- a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?*

Less than Significant Impact with Mitigation Incorporated. The Project site is in an urbanized area that is planned for urbanized uses consistent with the surrounding land use and zoning designations. The Project site is mostly vacant with some existing structures that are primarily residential and commercial. The vacant portion of the Project site is relatively flat and is highly disturbed as a result of periodic grading and discing, and the site vegetation can be primarily classified as herbaceous vegetation with minimal shrubs and trees. There are no water features present or above ground water features visible on the site. Further, as shown in **Error! Reference source not found.** there are no recorded occurrences of special-status or critical habitats on the Project site. Based on this analysis, the site conditions provide low suitability for habitat for any candidate, sensitive, or special status species that may occur within the Project area (**Table 4-6**). However, to assure construction activities do not result in significant impacts to any potential species discovered on-site or within the Project Area, the Project shall incorporate *MM BIO-1*, *MM BIO-2*, and *MM BIO-3*:

MM BIO-1: *The Project shall implement the following measures to mitigate for possible disturbance to Swainson's hawks if they are nesting within 0.5 miles of the Project site:*

- ***Avoidance.*** *If feasible, vegetation removal and initial grading of the Project site will occur outside the Swainson's hawk nesting season (March 1-September 15).*
- ***Pre-construction Surveys.*** *If vegetation removal and initial grading must occur between March 1 and September 15, a qualified biologist will conduct pre-construction surveys for Swainson's hawk nests following the survey methodology developed by the Swainson's Hawk Technical Advisory Committee (SWHA TAC 2000) prior to the onset of these construction activities. In addition, a pre-activity survey for active nests will be conducted by a qualified biologist no more than 10 days prior to the start of Project implementation.*
- ***Establish Buffers.*** *Should any active nests be discovered within 0.5 miles of proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged.*
- ***Monitor Nest.*** *Should construction activity be necessary within the designated buffer around an active Swainson's hawk nest, a qualified biologist will monitor the nest daily for*



one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that Swainson's hawks at the nest site are no longer susceptible to deleterious disturbance.

- **Nest Tree Replacement.** In the unlikely event that a SWHA nest tree is found on the site during preconstruction surveys, LOA recommends that the nest tree be replaced with appropriate native tree species plantings at a ratio of 3:1 at or near the Project site or in other immediately suitable lands.

MM BIO-2: The Project shall implement the following measures to mitigate for loss of suitable habitat and impacts to the San Joaquin kit fox during ground-disturbing activities of the Project site:

- **Pre-construction Surveys.** Preconstruction surveys for the SJKF shall be conducted on and within 200 feet of the project site, where accessible, within 30 days prior to the start of ground disturbance activities on the site. The primary objective is to identify kit fox habitat features (e.g., potential dens and refugia) on and adjacent to the site and evaluate their use by kit foxes.
- **Avoidance.** Should active kit fox dens be detected during preconstruction surveys, the Sacramento Field Office of the USFWS and the Fresno Field Office of CDFW will be notified. A disturbance-free buffer will be established around the burrows in consultation with the USFWS and CDFW, to be maintained until an agency-approved biologist has determined that the burrows have been abandoned.
- **Exclusion.** If the kit fox does not abandon the burrow, then a den exclusion plan will be developed in consultation with USFWS and CDFW. The exclusion plan would, at a minimum, include the following elements.
 - Kit fox will be excluded from the den(s), outside the natal season (June 1-December 31), through installation of one-way doors consisting of a 5" pipe with a plastic flap over the top. The one-way doors will be installed in all onsite burrows large enough to accommodate the San Joaquin kit fox. The one-way doors will be supported by sandbags to ensure a tight fit in the burrow and to discourage the foxes from digging around the one-way doors to gain access to the dens.
 - The one-way doors will be monitored for three days through the placement of motion sensing cameras and daily review of the captured images by a qualified biologist.



- *Once the cameras show no more activity at a den site, the interior of the den will be viewed through the use of a bore scope to ensure kit fox are absent from the dens.*
- *Once the den is determined vacant it will be plugged with sand bags and immediately and carefully excavated following the USFWS Standardized recommendations for protection of the endangered San Joaquin kit fox prior to or during ground disturbance (USFWS 2011). The dens will be completely excavated, backfilled, and compacted to prevent later use by kit foxes.*

MM BIO-3: *The Project shall implement the following measures to mitigate for loss of nesting habitat of the Project in compliance with the federal Migratory Bird Treaty Act and relevant Fish and Game Codes:*

- **Avoidance.** *In order to avoid impacts to nesting raptors and migratory birds, the Project will be constructed, if feasible, from September 16th and January 31st, which is outside the avian nesting season.*
- **Preconstruction Surveys.** *If Project activities must occur during the nesting season (February 1-September 15), a qualified biologist will conduct preconstruction surveys for active raptor and migratory bird nests within 10 days prior to the start of these activities. The survey will include the proposed work area(s) and surrounding lands within 500 feet, where accessible, for all nesting raptors and migratory birds. If no active nests are found within the survey area, no further mitigation is required.*
- **Establish Buffers.** *Should any active nests be discovered near proposed work areas, no disturbance buffers of 250 feet around active nests of non-listed bird species and 500 feet around active nests of non-listed raptors will be established. If work needs to occur within these no disturbance buffers, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that the nest site is no longer susceptible to deleterious disturbance.*

Consequently, while the site provides low suitability for habitat for any candidate, sensitive, or special status species, measures incorporated herein would ensure a less than significant impact on the species of concern and nesting birds. As a result, a less than significant impact would occur.



- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?*

No Impact. According to the Hanford General Plan, California Department of Fish and Wildlife, and U.S. Fish and Wildlife Service, there are no known riparian habitats or other sensitive natural communities identified on the Project site or within the immediate vicinity of the Project. In addition, the site does not contain any water features that would provide habitat for riparian species, such as the Western pond turtle. Further, the site consists of scant vegetation. For these reasons, it can be determined that the Project site does not provide any riparian or sensitive natural community habitat and thus, no impact would occur because of the Project.

- c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. Based on the search of the NWI, the Project site does not contain any federally protected wetlands. As a result, it can be determined that the Project site would not result in any impact on state or federally protected wetlands.

- d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

No Impact. Wildlife movement corridors are linear habitats that function to connect two (2) or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors).

Wildlife corridors typically include vegetation and topography that facilitate the movements of wild animals from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

As previously mentioned, the Project site does not contain habitat that could support wildlife species in nesting, foraging, or escaping from predators. This is based on the existing conditions of the site including the site's heavy alteration and lack of cover, vegetation, or visible water features. Due to these conditions, it can be determined that the Project would not interfere with wildlife movement and no impact would occur as a result of the Project.



e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The General Plan outlines policies related to the conservation of biological resources and the HMC outlines regulations related to “heritage trees” – specifically, *Section 12.12.310* of the HMC requires tree protection plans for “heritage trees” (i.e., native Oak Trees). Due to the lack of identified special-species or natural habitat on the Project site, in addition to lack of native oak trees, the Project would not conflict with any local policies or ordinances protecting biological resources. Thus, the Project would have no impact.

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project site is within the PG&E San Joaquin Valley Operation and Maintenance Habitat Conservation Plan (HCP). The HCP covers PG&E’s routine operations and maintenance activities and minor new construction, on any PG&E gas and electrical transmission and distribution facilities, easements, private access routes, or lands owned by PG&E. The Project would not conflict or interfere with HCP. The Project is also located in the planning area of the Recovery Plan for Upland Species of the San Joaquin Valley, which addresses recovery goals for several species. The Project would not conflict with the plan since the site does not provide appropriate habitat for the species mentioned and would comply to applicable General Plan policies regarding habitat conservation. The City, County, and Regional Planning Agency do not have any other adopted or approved plans for habitat or natural community conservation. For these reasons, the Project would have no impact.

4.4.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Biological Resources related mitigation measures *BIO-1*, *BIO-2*, and *BIO-3* as identified above and in the Mitigation Monitoring and Reporting Program contained in Chapter 5.



4.5 CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

4.5.1 Environmental Setting

Generally, the term ‘cultural resources’ describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, historical resources include sites, structures, objects, or districts that may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance. Such resources are eligible for listing in the California Register of Historic Resources by the State Historical Resources Commission.

The city of Hanford has three (3) buildings listed on the National Register of Historic Places: Hanford Carnegie Library, Kings County Courthouse, and Taoist Temple. Some of these types of cultural resources are readily apparent on the ground surface, some may be buried and therefore unknown until discovered through ground disturbances. The Project site is not in the vicinity of these buildings.

The Project site is located within the City of Hanford’s SOI and is planned for urbanized uses. The site is mostly vacant with some existing structures that are primarily residential and commercial. None of these structures are identified as historic or cultural resources by the City, state, or federal governments nor is the site considered an area of archeological potential significance. The vacant portion of the Project site is undeveloped, relatively flat, and is highly disturbed as a result of periodic grading and discing.



Hanford General Plan

The General Plan identifies policies on historic and cultural resources related to new development including:

Policy O46 Archaeological Site Consultation. Consult with appropriate Native American associations about potential archaeological sites in the beginning stages of the development review process.

Policy O47 Archaeological Site Study. Require archaeological studies by a certified archeologist in areas of archeological potential significance prior to approval of development projects.

Policy O48 Cultural Site Consultation. Consult with the California Archaeological Inventory Southern San Joaquin Valley at California State University, Bakersfield about potential cultural sites on projects that could have an impact on cultural resources.

Policy O49 Cultural Site Discovery. Halt construction at a development site if cultural resources are encountered unexpectedly during construction.

Early Consultation

A consultation list of tribes with traditional lands or cultural places located within Kings County was requested and received from the California Native American Heritage Commission (NAHC) on October 25, 2021. Early consultation was conducted with the listed tribes on October 19, 2021 (pursuant to CEQA Guidelines Section 15082). The listed tribes were:

- Kings River Choinumni Farm Tribe,
- Santa Rosa Rancheria Tachi Yokut Tribe,
- Table Mountain Rancheria,
- Tule River Indian Tribe, and
- Wuksache Indian Tribe/Eshom Valley Band.

In response to the early consultation, the City received a comment letter dated October 19, 2021 from the Santa Rosa Rancheria Tachi Yokut Tribe. The Tribe requested to have a Native American monitor on site for development of the Project.

AB 52 and SB 18 Tribal Consultation

The City of Hanford conducted the formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on December 28, 2021, utilizing the



consultation list of tribes received from the NAHC. The same five (5) tribes listed above were included in the formal consultation. Consultation ended on January 26, 2022. A response was received from Table Mountain Rancheria which indicated the project site was beyond their area of interest. A second response was received from the Santa Rosa Rancheria Tachi-Yokut Tribe, requesting that a Native American monitor be present on-site during project construction.

California Historical Resource Information System Record Search

The Southern San Joaquin Information Center (SSJIC) was requested by the City of Hanford to conduct a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding “Project Area” area (0.5-mile radius from perimeter of project site) on January 18, 2022. Full results are provided in [Appendix B](#).

The CHRIS Record Searches generally review file information based on results of Class III pedestrian reconnaissance surveys of project sites conducted by qualified individuals or consultant firms which are required to be submitted, along with official state forms properly completed for each identified resource, to the nearest Regional Archaeological Information Center, in this case the SSJIC housed at California State University, Bakersfield. Guidelines for the format and content of all types of archaeological reports have been developed by the California Office of Historic Preservation, and reports are reviewed by the regional information centers to determine whether they meet those requirements.

The results of the SJJIC CHRIS Record Search indicate:

- (1) There have been eight (8) studies previously conducted within the 0.5-mile radius.
- (2) There is one (1) recorded cultural resource within the Project site, P-16-00246, and there are eight (8) recorded resources within the 0.5-mile radius, consisting of historic era buildings, an historic era railroad, an historic era canal, and an historic era trash scatter. Resource P-16-00246, People’s Ditch, has been determined eligible for listing in the National Register of Historic Places and is also listed in the California Register of Historical Resources. Resources P-16-000289, Taoist Temple, and 9-16-000290, Hanford Carnegie Library, which are located within the 0.5-mile radius, are listed in the National Register of Historic Places and the California Register of Historical Resources.

Further, the SJJIC provided the following comments and recommendations:

- (1) Because a cultural resources study has not been completed on the majority of this project site, it is unknown if any cultural resources are present. Therefore, if the project will result in any ground disturbance activities, we recommend a qualified, professional consultant first conduct a field survey to determine if any cultural resources are present. If no ground



disturbance will occur as a result of this project, then no further cultural resource investigation is recommended at this time.

- (2) Contact the Native American Heritage Commission in Sacramento for a current list of Native American individuals/organizations that can assist with information regarding cultural resources that may not be included in the CHRIS Inventory and that may be of concern to the Native groups in the area. The Commission can consult their "Sacred Lands Inventory" file to determine what sacred resources, if any, exist within this project area and the way in which these resources might be managed.

4.5.2 *Impact Assessment*

Would the project:

- a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?*

Less than Significant with Mitigation Incorporated. Based on the CHRIS Record Search, there is one (1) known historical resource, People's Ditch, on the Project site. While there is no evidence that other historical resources exist on the Project site, there is some possibility that additional hidden and buried resources may exist with no surface evidence. Hanford General Plan *Policy O49* partially mitigates for cultural resources that are encountered unexpectedly during construction. To further assure construction activities do not result in significant impacts to any potential cultural resources discovered below ground surface, the Project shall incorporate *MM CR-1*. Thus, if such resources were discovered, implementation of the required mitigation measure would reduce the impact to less than significant. As a result, the Project will have a less than significant impact with mitigation incorporated.

MM CR-1: *In order to avoid the potential for impacts to historic and prehistoric archaeological resources, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project:*

a. Cultural Resources Alert on Project Plans. *The project proponent shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.*

b. Pre-Construction Briefing. *The project proponent shall retain Santa Rosa Rancheria Cultural Staff to provide a pre-construction Cultural Sensitivity Training to construction staff regarding the discovery of cultural resources and the potential for discovery during ground disturbing activities, which will include information on potential cultural material finds and on the procedures to be enacted if resources are found.*



c. Stop Work Near any Discovered Cultural Resources. *The project proponent shall retain a professional archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. Should previously unidentified cultural resources be discovered during construction of the project, the project proponent shall cease work within 100 feet of the resources, and City of Hanford shall be notified immediately. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.*

d. Mitigation for Discovered Cultural Resources. *If the professional archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the project proponent and other appropriate parties of the evaluation and recommended mitigation measures to mitigate the impact to a less-than-significant level. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the City of Hanford. The archaeologist shall document the resources using DPR 523 forms and file said forms with the California Historical Resources Information System, Southern San Joaquin Valley Information Center. The resources shall be photo documented and collected by the archaeologist for submittal to the Santa Rosa Rancheria’s Cultural and Historical Preservation Department. The archaeologist shall be required to submit to the County for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken.*

e. Native American Monitoring. *Prior to any ground disturbance, the project proponent shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground disturbing activities during construction. Tribal participation would be dependent upon the availability and interest of the Tribe.*

f. Disposition of Cultural Resources. *Upon coordination with the City of Hanford, any pre-historic archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.*

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than Significant Impact with Mitigation Incorporated. As discussed under criterion a), there is one (1) known historical resource, People’s Ditch, on the Project site. While there is no evidence



that other historical or archeological resources exist on the Project site, there is some possibility that additional hidden and buried resources may exist with no surface evidence. Hanford General Plan *Policy O49* partially mitigates for archaeological resources that are encountered unexpectedly during construction. To further assure construction activities do not result in significant impacts to any potential resources discovered below ground surface, the Project shall incorporate *MM CR-1* as described above in criterion a). Thus, if such resources were discovered, implementation of *MM CR-1* would reduce the impact to less than significant. As a result, the Project will have a less than significant impact with mitigation incorporated.

c. Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact with Mitigation Incorporated. There is no evidence that human remains exist on the Project site. Nevertheless, there is some possibility that non-visible buried human remains may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. If any human remains are discovered during construction, CCR Section 15064.5(e), PRC Section 5097.98, and California Health and Safety Code Section 7050.5 will mitigate for the impacts. To further assure construction activities do not result in significant impacts to any potential resources or human remains discovered below ground surface, the Project shall incorporate *MM CR-2* as described below. Therefore, if any human remains were discovered, implementation of this mitigation and referenced regulations would reduce the Project's impact to less than significant.

MM CR-2: Protection of Buried Human Remains. *In order to avoid the potential for impacts to buried human remains, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project:*

a. Pursuant to State Health and Safety Code Section 7050.5(e) and Public Resources Code Section 5097.98, if human bone or bone of unknown origin is found at any time during on- or off-site construction, all work shall stop in the vicinity of the find and the Kings County Coroner shall be notified immediately. If the remains are determined to be Native American, the Coroner shall notify the California State Native American Heritage Commission (NAHC), who shall identify the person believed to be the Most Likely Descendant (MLD). The project proponent and MLD, with the assistance of the archaeologist, shall make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Sec. 15064.5(d)). The agreed upon treatment shall address the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours for the MLD to make their wishes known to the landowner after being granted access to the site. If the MLD and the other parties do not agree on the reburial method, the project



will follow Public Resources Code Section 5097.98(e) which states that ". . . the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."

b. Any findings shall be submitted by the archaeologist in a professional report submitted to the project applicant, the MLD, the City of Hanford, and the California Historical Resources Information System, Southern San Joaquin Valley Information Center.

4.5.3 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures *CR-1* and *CR-2* as identified above and in the Mitigation Monitoring and Reporting Program contained in Chapter 5.



4.6 ENERGY

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

4.6.1 Environmental Setting

Pursuant to PRC Section 21100(b)(3)), Appendix F – Energy Conservation of the CEQA Guidelines provides guidance on the consideration of energy implications in project decisions, including a suggested discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful and unnecessary consumption of energy resources. Per Appendix F, a project would be considered inefficient, wasteful and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirements for additional capacity, had a negative effect on peak and base period demands for electricity and other energy forms, and affected energy resources.

Building Energy Efficiency Standards & Green Building Standards Code

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 and 11) every three years as part of the California Code of Regulations. The standards were established in 1978 in effort to reduce the state's energy consumption. They apply to new construction of, and additions and alterations to, residential and nonresidential buildings and relate to various energy efficiencies including but not limited to ventilation, air conditioning, and



lighting.¹⁰ The California Green Building Standards Code (CALGreen), Part 11, Title 24, California Code of Regulations, was developed in 2007 to meet the state goals for reducing greenhouse gas emissions pursuant to AB32 (year). CALGreen covers five (5) categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.¹¹ The 2019 Building Energy Efficiency Standards went into effect on January 1, 2020. Additionally, the California Air Resources Board (CARB) oversees air pollution control efforts, regulations, and programs that contribute to reduction of energy consumption. Compliance with these energy efficiency regulations and programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources.

California Energy Action Plan

The Energy Action Plan (EAP) for California was approved in 2003 and updated in 2008. The California Public Utilities Commission (PUC) approved the Energy Action Plan (EAP) for California in 2003, with an updated in 2008. The 2008 EAP established goals and next steps to integrate and coordinate energy efficiency demand and response programs and actions.¹²

Hanford General Plan

Energy resources and conservation are discussed in the Mineral and Energy Resources Element of the Hanford General Plan and include policies related to energy resources and conservation applicable to new development in order to reduce community-wide energy consumption in Hanford. The following would be potentially applicable to future discretionary and building permits [subject to environmental review pursuant to CEQA within the Project area:

Policy O13 Solar Power Generation. Support and encourage solar generation facilities that support residential, commercial, and industrial uses.

Policy O14 Alternative Fuels and Renewable Energy. Promote and encourage the use of alternative fuels and renewable energy.

¹⁰ California Energy Commission. 2019 Building Energy Efficiency Standards. Accessed on December 28, 2021, <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency>

¹¹ California Department of General Services. (2020). 2019 California Green Building Standards Code. Accessed on December 28, 2021, <https://codes.iccsafe.org/content/CGBC2019P3>

¹² State of California. (2008). Energy Action Plan 2008 Update. Accessed on December 28, 2021, https://docs.cpuc.ca.gov/word_pdf/REPORT/28715.pdf



Policy O15 Energy-efficient Design Features. *Require that new development incorporate energy-efficient design features for HVAC, lighting systems, and insulation that meet or exceed California Code of Regulations Title 24.*

Policy O16 Vegetation to Conserve Energy. *Encourage the use of native and drought tolerant shade trees and vines on southern and western exposure building walls as an energy conservation technique.*

Policy O19 Recycling. *Support recycling activities throughout the City.*

4.6.2 Impact Assessment

Would the project:

- a. *Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

Less than Significant Impact. Although no specific development project is currently proposed, future development that results from Project implementation would consume energy resources during construction and operations, further analyzed below.

Construction

Construction would be short-term and temporary. There are no unusual characteristics or construction processes for the types of uses permitted in the Corridor Mixed Use land use designation or zone district that would require the use of equipment that would be more energy intensive than is used for comparable activities. Construction activities would include typical site preparation, grading, paving, architectural coating, and trenching – all of which would require the transportation of building materials and equipment. Therefore, the primary source of energy for construction activities would be diesel and gasoline (i.e., petroleum fuels). All construction equipment shall conform to current emissions standards and related fuel efficiencies including applicable CARB regulations (Airborne Toxic Control Measure), California Code of Regulations (Title 13, Motor Vehicles), and Title 24 standards. Compliance with such regulations would ensure that the short-term, temporary construction activities do not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Operations

Operations of future uses would generally involve heating, cooling, equipment, and vehicle trips. Energy consumption related to operations would be associated with natural gas, electricity, and



fuel. Future energy and natural gas consumption of new development, on vacant and underutilized parcels (See [Section 4.3](#)) were estimated using CalEEMod ([Appendix A](#)) and vehicle trips were estimated through a Vehicle Miles Traveled (VMT) analysis ([Section 4.17](#)). Results from CalEEMod (see [Section 4.3](#)) and the VMT analysis (see [Section 4.17](#)) do not rise to a level of significance. Further, applicable state and local regulations and programs identified above would be implemented at the building permit stage to reduce energy waste from operation. Therefore, future development projects would not consume energy in a manner that is wasteful, inefficient, or unnecessary nor would the project conflict with any state or local plan for energy efficiency. Thus, the project would have a less than significant impact.

Overall, the results of the analyses do not rise to a level of significance given the Project's required compliance with various energy efficiency regulations [and policies] including CALGreen, Title 24, the General Plan, and CARB. Thus, through compliance, the Project is not expected to result in wasteful, inefficient, or unnecessary consumption of energy resources and a less than significant impact would occur because of the Project.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact. As discussed under criterion a), the construction and operations of future development projects would be subject to compliance with applicable energy efficiency regulations including CALGreen, Title 24, General Plan, and CARB. Thus, applicable state and local regulations and programs would be implemented to reduce energy waste from construction and operations. Therefore, through mandated compliance, the Project would not conflict with or obstruct any state or local plan for energy efficiency and a less than significant impact would occur because of the Project.

4.6.3 Mitigation Measures

None Required.



4.7 GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or Indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii. Strong seismic ground shaking?				X
iii. Seismic-related ground failure, including liquefaction?				X
iv. Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or				X



property?				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

4.7.1 Environmental Setting

The Project site is in the San Joaquin Valley which is one of the two (2) large valleys comprising the Great Valley Geomorphic Province. The San Joaquin Valley is surrounded by Sierra Nevada (east), Coast Ranges (west), Tehachapi (south), and the Sacramento Valley (north). The topography of the city of Hanford is relatively flat with a gradual slope from east to west.

A brief discussion of the likelihood of seismic activities to occur in or affect Hanford is provided below. However, CEQA requires an analysis of the Project's impacts on the environment, not the environment's potential impacts on the Project; therefore, shaking, liquefaction, and other seismic activities are less than significant.

Faulting

There are no active faults mapped in the city of Hanford or Kings County, nor are the City or region located in any Alquist-Priolo Special Studies Zones.¹³ Further, the Project site is not located in an Alquist-Priolo Earthquake Fault Zone as established by the Alquist-Priolo Fault Zoning Act (Section 2622 of Chapter 7.5, Division 2 of the California Public Resources Code). According to the Kings County Multi-Jurisdictional Local Hazard Mitigation Plan, there is no history of earthquakes in the city of Hanford and the peak ground acceleration is low.¹⁴

¹³ California Department of Conservation. (2010). 2010 Fault Activity Map of California. Accessed on January 26, 2022, https://www.conservation.ca.gov/cgs/Pages/Program-RGMP/2010_faultmap.aspx

¹⁴ Kings County Office of Emergency Management. (2012). Kings County Multi-Jurisdictional Local Hazard Mitigation Plan. Accessed on January 26, 2022, <https://www.countyofkings.com/home/showpublisheddocument/23875/637298992208470000>



Subsurface Soils

A search of the Web Soil Survey by the USDA Natural Resources Conservation Service indicates that the Project site is categorized as *130 – Kimberlina fine sandy loam, saline alkali* (0 to 2 percent slope, well drained, medium runoff, no flooding or ponding) and *167 – Urban land*.¹⁵ Generally, the vacant portion of the site contains the *Kimberlina* soil type and the developed portions of the Project site with existing structures contain the *Urban land* soil type, which is defined as “areas with a specific percentage of impervious cover, such as pavement, driveways, and buildings.”

Expansive Soils

Expansive soils contain types of clay minerals that occupy more volume when wet than when they are dry. Volume changes of expansive soils can cause uplift or upheave of the ground when they become wet or can cause settlement when they dry out. According to the California Building Code, expansive soils have an expansion index greater than 20 as determined by expansion index tests. The Project site does not contain expansive soils.

Liquefaction

Liquefaction is a seismic phenomenon in which loose, saturated, fine-grained granular soils behave similarly to a fluid when subjected to high-intensity ground shaking. Per the General Plan, the city of Hanford does not have a significant liquefaction potential since it is in a stable geologic formation. Further, liquefaction potential and risk in the Kings County is considered minimal due to the nature of the underlying soils, relatively deep-water table, and history of low ground shaking potential. This is evidenced by the Seismic Safety Map in the Kings County 2035 General Plan Health and Safety Element which shows that the city of Hanford is not in a zone where landslides, subsidence, or liquefaction could possibly occur.¹⁶

¹⁵ United States Department of Agriculture Natural Resources Conservation Service. Web Soil Survey. Accessed on January 26, 2022, 2021, <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>

¹⁶ County of Kings. (2010). 2035 Kings County General Plan. Accessed on January 26, 2022, <https://www.countyofkings.com/home/showpublisheddocument/3106/635274892972100000>



Erosion

Wind and flowing water are the primary agents of erosion in the San Joaquin Valley. The Kings County Multi-Jurisdictional Local Hazard Mitigation Plan does not identify areas susceptible to erosion within Kings County or the city of Hanford.

Ground Subsidence

Ground subsidence is the settling or sinking of surface soil deposits with little or no horizontal motion. Soils with high silt or clay content are subject to subsidence. According to the Kings County Multi-Jurisdictional Hazard Mitigation Plan, land subsidence in the region rarely occurs and its impacts are not significant.

Hanford General Plan

The General Plan include objectives and policies relevant to earthquakes in its Health, Safety, and Noise Element:

Policy H15 Building Codes and Standards for Earthquakes. Maintain and enforce current buildings codes and standards to reduce the potential for structural failure caused by ground shaking and other geologic hazards.

Policy H17 Geologic and Soils Studies. Require geologic and soils studies to identify potential hazards as part of the approval process for all new development prior to grading activities where questionable conditions exist.

Hanford Municipal Code

Chapter 15.52 Flood Damage Prevention Regulations of the HMC contains the City's floodplain management regulations. Methods and provisions contained in the chapter are applicable to all areas of special flood hazards within the city of Hanford. The Project site is designated as Zone X on the most recent Flood Insurance Rate Map (FIRM) No. 06031C0185C dated June 16, 2009.¹⁷ Zone X is an area of minimal flood hazards with a 0.2 percent-annual-chance of flood (i.e., 500-year flood). Therefore, *HMC Chapter 15.52* is not applicable to the Project.

California Building Standards Code

¹⁷ FEMA. Flood Map Service Center. Accessed on January 26, 2022, <https://msc.fema.gov/portal/home>



The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the International Building Code with necessary California amendments. The International Building Code is a widely adopted model building code in the United States published by the International Code Council. About one-third of the text within the California Building Standards Code has been tailored for California earthquake conditions.

Construction within the City of Hanford is governed by the seismic safety standards of Chapter 16, of the Building Code. These standards are applicable to all new buildings and are required to provide the necessary safety from earthquake-related effects emanating from any fault activity surrounding lands within the floor of the Central Valley.

4.7.2 *Impact Assessment*

Would the project:

- c. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

No Impact. As documented above there are no known active earthquake faults in Hanford, nor is Hanford within an Alquist-Priolo earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act. As such, development of the Project site in an area void of earthquake faults would not cause rupture of a known earthquake fault. Therefore, no impact would occur as a result of the Project.

ii. Strong seismic ground shaking?

No Impact. The Project site is in an area that is traditionally characterized by relatively low seismic activity. Further, the site is relatively flat with stable soils and is not near any fault lines. Although no specific project is currently proposed, future development of the Project site would be required to conform to current seismic protection standards in the California Building Code (CBC) and General Plan, which are intended to minimize potential risks. Therefore, because of the Project site's stable soils and distance from active fault lines, and because of the Project's conformance to CBC seismic safety standards, the Project does not have any aspect that could result in strong seismic ground shaking. Therefore, no impact would occur because of the Project.



iii. Seismic-related ground failure, including liquefaction?

No Impact. The Project site is relatively flat with stable soils and no apparent unique or significant landforms. Further, the city of Hanford does not have a significant liquefaction potential since it is in a stable geologic formation. For these reasons, liquefaction or seismically induced settlement or bearing loss is considered unlikely, even if there should be a substantial increase in ground water level. Although no specific project is currently proposed, development of the site would require compliance with the City's grading and drainage standards. Therefore, because of the Project's relatively flat topography, stability of soils, infrequency of seismic activity, and required compliance with City standards, the Project does not have any aspect that could result in seismic-related ground failure, including liquefaction. Therefore, no impact would occur as a result of the Project.

iv. Landslides?

No Impact. Landslides are not expected to affect the Project site as the city of Hanford is not located in a zone where landslides, subsidence, or liquefaction could possibly occur. Furthermore, the topography of the Project site is flat with stable soils. As such, development of the Project on a stable site in an area that is not susceptible to seismic activities or geologic instability would not cause landslides. Therefore, no impact would occur because of the Project.

d. Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Although no specific project is currently proposed, future development resulting from Project implementation would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Construction would also involve the use of water which may cause further soil disturbance. Such impacts would be addressed through compliance with General Plan *Policy O12*, which requires new development to implement measures to minimize soil erosion related to construction, and regulations set by the State Water Resources Control Board (SWRCB).

Policy O12 Soil Erosion. *Require new development to implement measures to minimize soil erosion related to construction.*

Further, the SWRCB requires sites larger than one (1) acre to comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2012-0006-DWQ). The General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls.



Implementation of the SWPPP for sites larger than one (1) acre, in addition to compliance with General Plan *Policy O12* minimize the potential for future development resulting from the Project to result in substantial soil erosion or loss of topsoil. With these provisions in place, impacts to soil and topsoil by the Project would be considered less than significant.

- e. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

No Impact. The Project site is not located in a zone where landslides, subsidence, or liquefaction could occur. Further, the site is relatively flat with stable soils and no apparent unique or significant landforms. Therefore, future development resulting from the Project would occur on stable sites and would not cause landslides, lateral spreading, subsidence, liquefaction, or collapse. Therefore, no impact would occur as a result of the Project.

- f. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?*

No Impact. The Project site is relatively flat with stable soils classified as *Kimberlina fine sandy loam* and *Urban land*. Thus, the site does not contain expansive soils as defined in Table 18-1-B of the Uniform Building Code (1994) and no impact would occur.

- g. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact. Although the Project site is currently outside of city limits, it is located with the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be required to connect to water and sewer. Thus, future projects that would result from Project implementation would not involve the installation of septic tanks or alternative wastewater disposal systems. Thus, no impact would occur because of the Project.

- h. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less than Significant Impact. As discussed in [Section 4.5](#), there is one (1) known historical resource, People's Ditch, on the Project site. While there is no evidence that other historical, paleontological, or unique geologic resources exist on the Project site, there is some possibility that additional hidden and buried resources may exist with no surface evidence. As such, future development projects that result from Project implementation shall incorporate *MM CR-1*, *MM CR-2*, and *MM CR-3* to mitigate impacts to existing and to potential subsurface cultural resources. As a result, the



Project will have a less than significant impact with mitigation measures incorporated. Thus, if such resources were discovered, incorporation of the mitigation measures would reduce the impact to less than significant.

4.7.3 *Mitigation Measures*

None required.



4.8 GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

4.8.1 Environmental Setting

Various gases in the Earth's atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth's surface temperature. Solar radiation enters Earth's atmosphere from space, and a portion of the radiation is absorbed by the Earth's surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring greenhouse gases include water vapor (H₂O), carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and ozone (O₃). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct greenhouse gases CO₂, CH₄, and N₂O occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2011, concentrations of these three GHGs have increased globally by 40, 150, and 20 percent, respectively (Intergovernmental Panel on Climate Change [IPCC], 2013).

GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane (CH₄), ozone (O₃), water vapor, nitrous oxide (N₂O), and chlorofluorocarbons (CFCs).



The emissions from a single project will not cause global climate change, however, GHG emissions from multiple projects throughout the world could result in a cumulative impact with respect to global climate change. Therefore, the analysis of GHGs and climate change presented in this section is presented in terms of the proposed project's contribution to cumulative impacts and potential to result in cumulatively considerable impacts related to GHGs and climate change.

Cumulative impacts are the collective impacts of one or more past, present, and future projects that, when combined, result in adverse changes to the environment. In determining the significance of a proposed project's contribution to anticipated adverse future conditions, a lead agency should generally undertake a two-step analysis. The first question is whether the combined effects from both the proposed project and other projects would be cumulatively significant. If the agency answers this inquiry in the affirmative, the second question is whether "the proposed project's incremental effects are cumulatively considerable" and thus significant in and of themselves.

The cumulative project list for this issue (climate change) comprises anthropogenic (i.e., human made) GHG emissions sources across the globe and no project alone would reasonably be expected to contribute to a noticeable incremental change to the global climate. However, legislation and executive orders on the subject of climate change in California have established a statewide context and process for developing an enforceable statewide cap on GHG emissions. Given the nature of environmental consequences from GHGs and global climate change, CEQA requires that lead agencies consider evaluating the cumulative impacts of GHGs. Small contributions to this cumulative impact (from which significant effects are occurring and are expected to worsen over time) may be potentially considerable and, therefore, significant.

4.8.2 *Thresholds of Significance*

In assessing the significance of impacts from GHG emissions, Section 15064.4(b) of the CEQA Guidelines states that a lead agency may consider the following:

- *The extent to which the project may increase or reduce GHG emissions as compared to the environmental setting;*
- *Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;*
- *The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.*

The California Air Resources Board (CARB) 2017 Climate Change Scoping Plan, guidance from the San Joaquin Valley Air Pollution Control District (SJVAPCD), SJVAPCD Climate Change Action Plan, and KCAG Regional Climate Action Plan is discussed below as thresholds of significance.



2017 Climate Change Scoping Plan

The CARB 2017 Scoping Plan is the adopted statewide plan for reduction or mitigation of GHGs to implement State Bill (SB) 32. SB 32 was issued in 2016 to lay emission reduction goals beyond AB 32's goal by 2020. It sets a statewide goal to reduce emissions 40% below 1990 levels by 2030. Consequently, the Scoping Plan involves several measures to reduce pollution and GHG emissions, indicating a decrease of GHG emissions to 389 million metric tons (MMT) of CO₂e by 2030.

2009 San Joaquin Valley Air Pollution Control District Guidance

As part of the SJVAPCD *Climate Change Action Plan* (CCAP), SJVAPCD adopted its *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects* under CEQA and the policy *District Policy - Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency* in 2009.^{18,19} Through this guidance document, SJVAPCD recognized that project-specific emissions are cumulative and could be considered cumulatively considerable without mitigation. SJVAPCD suggested that the requirement to reduce GHG emissions for all projects is the best method to address this cumulative impact. In addition, this guidance provides screening criteria for climate change analyses, as well as draft guidance for the determination of significance. As shown in **Figure 4-3**, these criteria are used to evaluate whether a project would result in a significant climate change impact. Projects that meet one of these criteria would have less than significant impact on the global climate.

1. *Exempt from CEQA;*
2. *Complies with an approved GHG emission reduction plan or GHG mitigation program;*
3. *Achieves 29 percent GHG reductions by using approved Best Performance Standards; or*
4. *Achieves AB 32 targeted 29 percent GHG reductions compared with "business as usual."*

¹⁸ San Joaquin Valley Air Pollution Control District. (2009). *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*. Accessed January 26, 2022, <http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf>.

¹⁹ San Joaquin Valley Air Pollution Control District. (2000). *Environmental Review Guidelines: Procedures for Implementing the California Environmental Quality Act*. Accessed January 26, 2022, [http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20August%202000 .pdf](http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20August%202000.pdf)

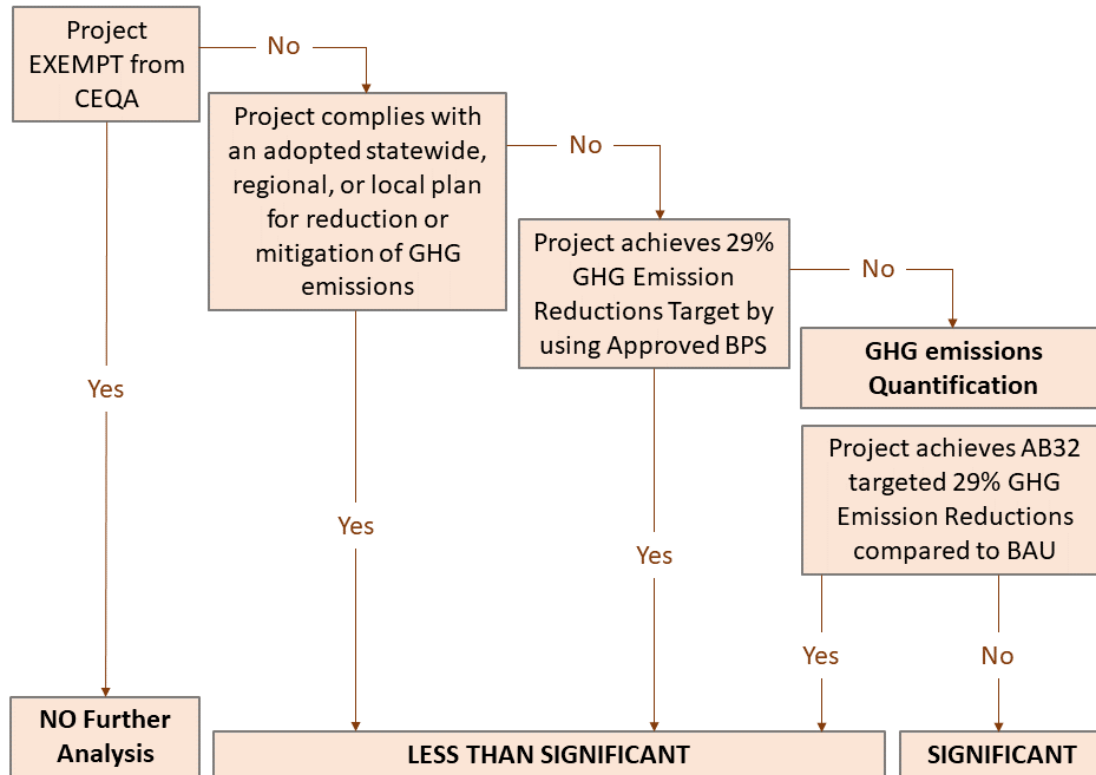


Figure 4-3 SJVAPCD's GHG Thresholds of Significance

Source: SJVAPCD Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA – Land Use Development Projects 2009

Further, the SJVAPCD requires quantification of GHG emissions for all projects which the lead agency has determined that an EIR is required. Although an EIR is not required for the Project, the GHG emissions are quantified below. Although no specific project is currently proposed, short-term construction and long-term operational GHG emissions for project buildout were estimated using CalEEMod™ (v.2020.4.0). (See **Appendix A**). CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify GHG emissions from land use projects. The model quantifies direct GHG emissions from construction and operation (including vehicle use), as well as indirect GHG emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. Emissions are expressed in annual metric tons of CO₂ equivalent units of measure (i.e., MTCO₂e), based on the global warming potential of the individual pollutants.



2014 KCAG Regional Climate Action Plan

At the local level, the Kings County Association of Governments prepared a Regional Climate Action Plan (CAP)²⁰ on behalf of the City of Avenal and the City of Hanford that outlines GHG emissions reduction targets and implementation. The CAP is the adopted plan for participating local government agencies, namely the City of Avenal and the City of Hanford, that identifies reduction or mitigation of GHGs to implement California's effort to reduce statewide emissions under AB 32. The CAP established a reduction goal to achieve emissions levels 15 percent below 2005 levels by 2020, consistent with AB 32.

The plan identified transportation and mobile sources to account for the major source of region wide GHG emissions in 2005, as shown in **Table 4-6**. The CAP introduced a diversity of policies, including measures for energy efficiency, transportation and land use, solid waste and recycling, trees and vegetation, and community education and outreach, to achieve the reduction goals. These reduction measures are targeted for compliance of the community or local agencies.

Table 4-7 County-wide GHG Emissions by Source (2005)

Source	Sub-Source	GHG Emissions (MT CO ₂ e)	Percent of Total
Electricity Consumption	Electricity Consumption	358,694	31.5%
Fuel Combustion	Residential	86,529	7.6%
	Commercial	65,887	5.8%
	Industrial	131,120	11.5%
Transportation	On-road Vehicles	470,435	41.3%
	Off-road Vehicles	6,635	0.6%
	Marine vessels/water craft	273	0.0%
Waste Management	Landfills	11,394	1.0%
	Wastewater Management	8,168	0.7%
Total		1,139,135	100.0%

Source: KCAG Regional Climate Action Plan, 2014

The CAP also streamlines the CEQA environmental review process in accordance with Sections 15152 and 15183.5 of the CEQA Guidelines. Per CAP, to tier and streamline the analysis of GHG emissions for projects under CEQA, *“the jurisdiction must demonstrate effective implementation of applicable GHG reduction measures to achieve the jurisdiction’s 4.03 MT CO₂e/SP target,*

²⁰ Kings County Association of Governments. (2014). Final Regional Climate Action Plan. Accessed on January 26, 2022, https://cms6.revize.com/revize/hanfordca/document_center/Planning/Plans/RegionalCAP-GHGAppendices.pdf



consistent with AB 32, as well as adherence to all requirements pursuant to Section 15183.5 of the CEQA Guidelines.”

While this is the most recent climate action plan of adopted by the City of Hanford, the reduction goals of AB 32 are set for the year 2020 and are no longer relevant.

2018 KCAG Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS)

The 2018 KCAG RTP/SCS projects that the Kings County region would achieve the prescribed emissions targets set by CARB: a five (5) percent decrease in 2020 and a ten (10) percent decrease in 2035 from a base year of 2005 for the KCAG region. The ARB adopted new targets on March 22, 2018 will take effect in the 2022 RTP/SCS cycle. The new targets will be a five (5) percent decrease for 2020 and a 13 percent decrease for 2035. The KCAG SCS includes public transit projects (KART service, Amtrack, Vanpools), mobility enhancements (road improvements, roundabout, traffic signals), electric vehicle infrastructure, etc.

2035 Hanford General Plan

While the City of Hanford General Plan does not meet criteria of the CEQA Guidelines 15064.4(b)(3) for an appropriate GHG emissions reduction plan or program, the General Plan does have goals and policies relevant to climate change and minimizing GHG emissions and other pollutants, with an overall aim to reduce air quality impacts on the environment. These goals and policies are outlined in the Air Quality Element, as listed below.

Policy AQ 3.1: *Through project review, evaluation, and conditions of approval, minimize air quality and potential greenhouse gas impacts when planning the location and design of land uses and transportation systems needed to accommodate expected City population growth. Integrate decisions on land use and development locations with the San Joaquin Valley Blueprint.*

Policy AQ 3.5: *Minimize air quality and climate change impacts through project review, evaluation, and conditions of approval when planning the location and design of land use projects and transportation system projects needed to accommodate expected City population growth.*

Policy AQ 4.2: *Assess and mitigate project greenhouse gas/climate change impacts using analysis methods and significance thresholds as defined or recommended by the San Joaquin Valley Air Pollution Control District.*

Program AQ 4.2: *The City will provide project applicants with the San Joaquin Valley Air Pollution Control District’s Best Performance Standards list for greenhouse gas*



reductions when available, and will work with applicants to incorporate design features that reduce emissions.

Policy AQ 4.3: *Ensure that air quality and climate change impacts identified during California Environmental Quality Act review are minimized and consistently and fairly mitigated to the greatest extent feasible.*

OBJECTIVE AQ 10: *Identify and achieve greenhouse gas emission reduction targets consistent with the City's proportionate fair share as may be allocated by the California Air Resources Board and Kings County Association of Governments.*

Policy AQ 10.1: *As recommended in the San Joaquin Valley Air Pollution Control District's Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA (December 2009), the City establishes an initial goal of reducing greenhouse gas emissions from development projects within its authority by 29 percent below year 2020 business as usual emissions. The City will also work with Kings County Association of Governments to ensure that it achieves its proportionate fair share reduction in greenhouse gas emissions as may be identified under the provisions of SB 375 (2008 Chapter 728) for any projects or activities requiring approval of Kings County Association of Governments.*

Program AQ 10.1: *The City will require development projects subject to the California Environmental Quality Act and not otherwise exempt to provide a quantitative assessment of greenhouse gas emissions. The San Joaquin Valley Air Pollution Control District has proposed Best Performance Standards that when included in a project would demonstrate that it would meet emission reduction targets without requiring quantification. Project specific Best Performance Standards have not been completed; therefore, as an interim measure, projects requiring an Environmental Impact Report should include quantification of the benefits of adopted regulations, design features and mitigation measures that demonstrate that the project would achieve a 29 percent reduction from business as usual in 2020. Projects requiring a negative declaration should include a qualitative assessment of greenhouse gases and describe the project features that reduce greenhouse gases.*



4.8.3 Impact Assessment

Would the project:

- a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less than Significant Impact. As stated in the Thresholds of Significance above, SJVAPCD recommends a tiered approach to assess the significance of the GHG impacts on the environment (see [Figure 4-3](#)). Consequently, compliance with an adopted statewide, regional, or local plan for GHG emission reduction or mitigation would the project be determined to have a less than significant individual and cumulative impact for GHG emissions. As discussed in more detail under criterion b), the Project would be generally consistent with the applicable goals and policies related to GHG reduction measures, including CARB's 2017 Scoping Plan, SJVAPCD Climate Change Plan and guidelines, and the City of Hanford General Plan goals and policies that aim to reduce air emissions and improve air quality, which reduces GHG emissions as a result. Through compliance with the CAP, Scoping Plan, SJVAPCD guidelines, and General Plan, it can be determined that the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of greenhouse gas emissions and therefore the impact would be less than significant. Lastly, Project-related emissions were estimated using CalEEMod in compliance with CEQA Guidelines *Section 15064.4* and Hanford General Plan *Program AQ 10.1*. Estimated emissions are presented and discussed below ([Table 4-8](#)). Project assumptions are provided in [Section 4.3](#).

Construction Emissions

The SJVAPCD does not recommend assessing pollution associated with construction, as pollution-related construction will be temporary. However, other jurisdictions such as the Sacramento Metropolitan Air Quality Management District (SMAQMD) have concluded that construction emissions should be included since they may remain in the atmosphere for years after construction is complete. The SMAQMD has established quantitative significance thresholds of 1,100 MT CO₂e per year for the construction phases of land use projects. As such, annual construction emissions below the 1,100 MTCO₂e would have a less than significant cumulative impact on GHGs. As presented below, maximum short-term annual construction emissions of GHG associated with development of the project are estimated to be 633.5833 MTCO₂e. This is less than the 1,100 MTCO₂e threshold of the SMAQMD.



Operational Emissions

Regarding the long-term operational related GHG emissions, the estimated operational emissions for buildout of the Project incorporates the potential area source and vehicle emissions, and emissions associated with utility and water usage, and wastewater and solid waste generation. Since the SJVAPCD guidance for addressing GHG impacts does not use numerical GHG emissions thresholds, at the lead agency's discretion, a neighboring air district's GHG threshold may be used to determine impacts. The South Coast Air Quality Management District (SCAQMD) adopted the staff proposal for an interim GHG significance threshold of 10,000 MTCO₂e per year for GHG for construction and operational emissions. Though the Project is under SJVAPCD jurisdiction, the SCAQMD GHG threshold provides some perspective on the GHG emissions generated by the Project. As such, annual operational emissions below the 10,000 MTCO₂e would have a less than significant cumulative impact on GHGs. As shown in **Table 4-8**, the annual operational GHG emissions associated with buildout of the Project would be 4,175.2640 MTCO₂e. This is less than the 10,000 MTCO₂e threshold of the SCAQMD.

Table 4-8 Project Greenhouse Gas Emissions (Metric Tons Per Year)

	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Construction				
Construction, Unmitigated (max)	621.9419	0.0765	0.0327	633.5833
Operational				
Operational, Unmitigated	3,894.2402	8.2553	0.2505	4,175.2640

Source: CalEEMod, Version 2020.4.0, ran on February 1, 2022

Further, the Project would not exceed the thresholds of significance for construction or operations as discussed in **Section 4.3**. Cumulatively, these emissions would not generate a significant contribution to global climate change over the lifetime of the Project. In addition, with the Project's compliance with the KCAG Regional CAP, it can be determined that the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of GHG emissions and therefore the impact would be less than significant.

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. As discussed above, the Project complies with the KCAG CAP. In addition to this, the compatibility of the Project with the 2017 Scoping Plan and the SJVAPCD's CCAP is evaluated below.

Consistency with the 2017 Climate Change Scoping Plan

Based on the evaluation shown in **Table 4-9**, the Project is consistent with the reduction measures identified in the 2017 Scoping Plan.



Table 4-9 Scoping Plan Reduction Measures Consistency Analysis

Reduction Measure	Measure Description	Consistency/Applicability Determination
SB 350 Renewable Portfolio Standard	Statewide requirement to increase the renewable energy mix from 33% in 2020 to 50% in 2030. Renewable energy sources include (but are not limited to) wind, solar, geothermal, small hydroelectric, biomass, anaerobic digestion, and landfill gas.	Consistent. Future development resulting from the Project will receive electricity from PG&E, which is subject to the SB 350 Renewable Portfolio Standard. Additionally, future development would be required to meet the State Building Energy Efficiency Standards (Title 24, Parts 6 and 11).
Low Carbon Fuel Standard	Requires fuel providers to meet an 18 percent reduction in carbon content by 2030.	Not Applicable. This measure is a statewide measure that is not implemented by a project applicant or lead agency. Therefore, the measure is not applicable to the proposed project. However, when the measure is initiated, it would be applicable to vehicles that would access the Project site.
Mobile Source Strategy (Cleaner Technology and Fuels [CTF] Scenario)	Vehicle manufacturers will be required to meet existing regulations mandated by the LEV III and Heavy-Duty Vehicle programs. The strategy includes a goal of having 4.2 million ZEVs on the road by 2030 and increasing numbers of ZEV trucks and buses.	Not Applicable. This measure does not have requirements that directly apply to development projects. Therefore, the measure is not applicable to the proposed project. However, the Project would not conflict or obstruct this reduction measure.
SB 1383 Short-Lived Climate Pollutant (SLCP) Reduction Strategy	The strategy requires the reduction of methane and hydrofluorocarbon (HFC) emissions by 40 percent from 2013 levels by 2030 and the reduction of black carbon by 50 percent from 2013 levels by 2030.	Not Applicable. Black carbon is created from the burning of fuels such as coal, diesel, and biomass. Although no specific development project is currently proposed, heavy industrial uses are not allowed in the proposed land use designation or zone district and thus, future uses are not anticipated to emit black carbon from diesel heavy duty truck trips. Therefore, the measure is not applicable to the proposed project.
SB 375 Sustainable Communities Strategies	The strategy requires Regional Transportation Plans (RTPs) to include a sustainable communities' strategy for reduction of per capita vehicle miles traveled.	Not Applicable. This measure is implemented at the regional level. KCAG RTP/SCS include policies to reduce VMT per capita per SB 375. The Project would not conflict or obstruct reduction measures identified in the plan.
Post-2020 Cap-and-Trade Program	This Program is to continue the existing Cap-and-Trade Program. The Program applies to large industrial sources such as power	Not Applicable. Although no specific development project is currently proposed, heavy industrial uses are not allowed in the proposed land use designation or zone district. Therefore, the



	plants, refineries, and cement manufacturers.	measure is not applicable to the proposed project.
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Consistency with the SJVAPCD Climate Change Action Plan

Maximum annual construction emissions of GHG associated with development of the Project are estimated to be 633.5833 MTCO₂e and annual operational GHG emissions associated with buildout of the Project would be 4,175.2640 MTCO₂e, which are under the threshold of 25,000 tons of CO₂e per year. Therefore, the Project would have a less than significant impact.

Consistency with the 2035 Hanford General Plan

In reviewing the General Plan goals and policies on GHG reduction, most policies are to be implemented by the City and does not apply to individual development projects. This environmental study provides quantitative and qualitative analysis of GHG emissions as regulated in *Program AQ 10.1* and includes *Policy AQ 4.2* and *Policy AQ 4.3*, and will be subject to project review, evaluation, and conditions of approval pursuant of *Policy AQ 3.1* and *Policy AQ 3.5*.

In conclusion, the Project contains features that would reduce GHG emissions in compliance with California Air Resources Board (CARB) 2017 Climate Change Scoping Plan, guidance from the San Joaquin Valley Air Pollution Control District (SJVAPCD), SJVAPCD Climate Change Action Plan, KCAG Climate Action Plan, and 2035 Hanford Climate Action Plan. As such, the Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and therefore the impact would be less than significant.

4.8.4 Mitigation Measures

The Project shall implement and incorporate, as applicable, the Greenhouse Gas Emissions related mitigation measures as identified in the Mitigation Monitoring and Reporting Program in Section 5.



4.9 HAZARDOUS AND HAZARDOUS MATERIAL

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	
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4.9.1 *Environmental Setting*

For the purposes of this section, the term “hazardous materials” refers to “injurious substances,” which include flammable liquids and gases, poisons, corrosives, explosives, oxidizers, radioactive materials, and medical supplies and waste. These materials are either generated or used by various commercial and industrial activities. Hazardous wastes are injurious substances that have been or will be disposed. Potential hazards arise from the transport of hazardous materials, including leakage and accidents involving transporting vehicles. There also are hazards associated with the use and storage of these materials and wastes. Hazardous materials are grouped into the following four categories based on their properties:

- Toxic: causes human health effect
- Ignitable: has the ability to burn
- Corrosive: causes severe burns or damage to materials
- Reactive: causes explosions or generates toxic gases

“Hazardous wastes” are defined in California Health and Safety Code Section 25141(b) as wastes that: “...because of their quantity, concentration, or physical, chemical, or infectious characteristics, [may either] cause or significantly contribute to an increase in mortality or an increase in serious illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.” A hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, Sections 66261.20-24 contains technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

Hazardous waste generators may include industries, businesses, public and private institutions, and households. Federal, state, and local agencies maintain comprehensive databases that identify the location of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require risk management plans to protect surrounding land uses. The release of hazardous



materials would be subject to existing federal, State, and local regulations and is similar to the transport, use, and disposal of hazard materials.

Record Search

The California Department of Toxic Substance Control's EnviroStor database²¹ and the State Water Resources Control Board's GeoTracker database²² include hazardous release and contamination sites. A search of each database was conducted on January 26, 2022. The searches revealed no hazardous material release sites on the Project site.

Pre-Consultation Received: Pre-Consultation was received from Liliana Stransky with Kings County Department of Public Health on September 13, 2021, stating that the department has no comments for the proposed rezoning or amendments to the general plan at this time.

Hanford General Plan

The General Plan include objectives and policies relevant to hazards and hazardous materials in its Health, Safety, and Noise Element:

Goal H6: *Avoidance of properties contaminated by toxic or hazardous materials.*

Policy H29 Household Hazardous Materials. *Coordinate with other public agencies to educate consumers about the proper household use and disposal of hazardous materials.*

Policy H30 Industrial Hazardous Materials. *Require industrial uses that rely extensively on the use of hazardous materials to adopt an acceptable use, storage, disposal, and emergency response program that has been approved by appropriate agencies.*

Policy H31 Adequate Separation from Sensitive Uses. *Require adequate separation between industrial areas where hazardous materials are present and sensitive uses such as schools, residential areas, parks, and public facilities.*

²¹California Department of Toxic Substances Control. Envirostor. Accessed January 26, 2022, <https://www.envirostor.dtsc.ca.gov/public/>

²² California State Water Resources Control Board. GeoTracker. Accessed January 26, 2022, <https://geotracker.waterboards.ca.gov/>



Policy H32 Project Review Evaluation. Evaluate the risks involving the disposal, transport, manufacture, storage and handling of hazardous material in Hanford in the project review process.

Policy H33 Educational Opportunities. Coordinate with Kings County to provide educational opportunities to the public regarding the generation of small quantity, household and agricultural waste products regarding their responsibilities for source reduction and proper and safe hazardous waste management.

Policy H34 Sensitive Receptors. Avoid siting uses with new sensitive receptors near existing industrial facilities that use or produce hazardous material or may emit toxic air contaminants.

Policy H35 Kings County Health Department. Coordinate with the Kings County Health Department for the implementation of the Hazardous Materials Disclosure Law.

4.9.2 Impact Assessment

Would the project:

- a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Although no specific development is currently proposed, the Project includes a General Plan Amendment and Pre-Zone/Rezone to change the site's land use designation and zoning to Corridor Mixed Use and MX-C Corridor Mixed Use, respectively. The Corridor Mixed Use land use designation and MX-C Corridor Mixed Use zone district do not permit manufacturing, processing, or heavy industrial uses. Rather, the land use designation and zone district permit residential, commercial, or office uses; such uses would not result in operations that routinely transport, use, or dispose of hazardous materials. Potential impacts during construction of future projects could result from the use of fuels and lubricants for construction equipment. However, these impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices. For these reasons, the Project would have a less than significant impact.

- b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?



Less than Significant Impact. As described under criterion a) above, it is not anticipated that the types of future development projects that would result from Project implementation will involve any operations that would require routine transport, use, or disposal of hazardous materials. Therefore, it is not anticipated that the Project would create a significant hazard to the public or the environment through release of hazardous materials. While potential impacts could occur through construction-related transport and disposal of hazardous materials, such impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices. Therefore, the Project would have a less than significant impact.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. There are no schools within one-quarter mile of the Project site. As described under criteria a) and b) above, the future development projects that result from Project implementation are not anticipated to emit hazard emissions or handle hazardous materials, substances, or water that would pose a risk or threat to the school or surrounding area. Therefore, no impact would occur because of the Project.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. According to Envirostor and Geotracker, the Project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, the Project would not create a significant hazard to the public of the environment. For these reasons, there would be no impact.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Less than Significant Impact. The nearest public use airport is the Hanford Municipal Airport located approximately 0.44 miles southeast of the Project site. The Hanford Municipal Airport is owned and operated by the City of Hanford and has one (1) runway that is 2,200 feet long and 75 feet wide. The applicable airport land use plan for the Hanford Municipal Airport is the Kings



County Airport Land Use Compatibility Plan (ALUCP) ²³ adopted in 1994 and the Hanford Municipal Airport Master Plan adopted January 19, 2010. ²⁴ According to the ALUCP, the Project site is located within the airport influence area of the Hanford Municipal Airport. Because the site is within the airport influence area, future development projects are subject to established airport compatibility policies within the ALUCP and General Plan (including *Policy T76*, *Policy T77*, and *Policy H39 listed below*) to ensure that projects would not result in a safety hazard or excessive noise for people residing or working in the area.

Policy T76 New Development near Airport. Review of all new development in proximity to the Hanford Municipal Airport for compliance with Federal Aviation Administration (FAA) requirements and compatibility with Hanford Airport Master Plan standards.

Policy T77 Land Use Compatibility. Evaluate the compatibility of airport uses, activities, and operations with all new development in proximity to the Hanford Municipal Airport prior to approval and protect sensitive uses, such as residences, schools, and hospitals from over-flight areas

Policy H39 Aircraft Noise. Evaluate proposed development proposals against the land use policies of the Kings County Airport Land Use Compatibility Plan.

The Project includes a General Plan Amendment that proposes a change to the site's land use designation from Medium Density Residential to Corridor Mixed Use. The General Plan Amendment is requested due to incompatibility with ALUCP. According to the ALUCP, the Project site is located within Zone B1 (North) which limits the maximum residential density (dwelling units/acre) to one (1) unit per 10 acres. Further, residential subdivisions and multi-family residential are identified as non-acceptable uses in this zone. Therefore, the General Plan Amendment request to change the site's land use designation from Medium Density Residential to Corridor Mixed Use which would allow for future development of the site with uses that are compatible with uses allowed in Zone B1 (North). Although no specific project is currently proposed, future development projects would be reviewed to ensure compliance with the ALUCP policies for Zone B1 as shown in **Table 4-10**. Through compliance, the Project would not result in

²³ County of Kings. (1994). Kings County Airport Land Use Compatibility Plan. Accessed January 26, 2022, <https://www.countyofkings.com/home/showpublisheddocument/3094/635274871108830000>

²⁴ City of Hanford. (2010). Accessed on January 26, 2022, https://www.ci.hanford.ca.us/departments/airport/master_plan.php#revize_document_center_rz901



a safety hazard for people residing or working in the area and impacts would be less than significant.

Table 4-10 Kings County ALUCP Primary Compatibility Criteria

Zone	B1
Location	Approach/Departure Zone and Adjacent to Runway
Impact Elements	- Substantial risk – aircraft commonly below 400 ft. AGL or within 1,000 sf. of runway - Substantial noise
Maximum Densities	- Residential – 0.1 (10 ac-parcel)/ac - Other Uses – 60 people/ac
Required Open Land	30%
Prohibited Uses	- Children’s schools, day care centers, libraries - Hospitals, nursing homes - Highly noise-sensitive uses (e.g. outdoor theaters) - Aboveground bulk storage of hazardous materials - Hazards to flight*
Other Development Conditions	- Locate structures maximum distance from extended runway centerline - Minimum NLR of 25 dBA in residential and office buildings - Dedication of avigation easement
Normally Acceptable Uses	- Uses in Zone A - Agricultural uses except ones attracting birds - Single-family residences on existing lots - Warehousing, truck terminals, low-intensity manufacturing - Single-story offices - Low-intensity retail (e.g., auto, furniture sales)
Uses Not Normally Acceptable	- Residential subdivisions - Multi-family residential - Intensive retail uses - Intensive manufacturing or food processing uses - Multiple story offices - Hotels and motels

* Hazards to flight include physical, visual, and electronic forms of interference with the safety of aircraft operations. See supporting compatibility policies on air-space protection for details

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. Although no specific development is currently proposed, future projects would be reviewed to ensure that they do not impair infrastructure associated with evacuation, emergency response, and emergency access routes within the City or County. Construction of off-site improvements may require lane closures; however, these activities would be short-term and access through existing roadways would be maintained through standard traffic



control. Following construction, the roadways would continue to provide access to the site. Furthermore, future development projects would be subject to compliance with applicable standards for on-site emergency access including turn radii and fire access. Therefore, the Project would have a less than significant impact.

g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less than Significant Impact. According to the California Department of Forestry and Fire Protection (Cal Fire), the city of Hanford, inclusive of the Project site, is not identified as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within an area of local responsibility and is considered an area of low fire risk.²⁵ Although no specific development project is currently proposed, future projects would be required to be developed and operate in compliance with all regulations of the current California Fire Code. Therefore, the Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. For these reasons, the Project would have a less than significant impact.

4.9.3 Mitigation Measures

None required.

²⁵ California Department of Forestry and Fire Protection. FHSZ Viewer. Accessed on January 26, 2022, <https://egis.fire.ca.gov/FHSZ/>.



4.10 HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:			X	
i. Result in a substantial erosion or siltation on- or off-site;			X	
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site:			X	
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
iv. Impede or redirect flood flows?			X	



d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

4.10.1 Environmental Setting

Although the Project site is currently outside of city limits, it is located with the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be required to connect to water and stormwater services. A brief overview of the systems and services is provided below.

Water

The City of Hanford's water supply system is a groundwater system. The city is located within the Tulare Lake Hydrologic Region and is within the Tulare Lake Groundwater Subbasin which transmits, filters, and stores water from the main San Joaquin Valley Groundwater Basin. The system consists of 14 groundwater wells, three (3) storage reservoirs, distribution mains, and fire hydrants. The system does not use surface water. Groundwater is recharged by rain and snowfall in addition to percolation from storm water basins, local waterways, and agricultural irrigation.

Stormwater

The existing drainage infrastructure within the City of Hanford's Stormwater Management Program include natural drainage channels, retention basins, natural vegetation, piping, and pump stations. There are some areas where storm drainage is controlled by drainage inlets and underground structures. The system consists of 30 pump stations, 57 miles of pipeline, and 220 acres of drainage basins and drainage ditches.

4.10.2 Impact Assessment

Would the project:

- a. *Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

Less than Significant Impact. Although no specific development project is currently proposed, future projects resulting from Project implementation would be reviewed by the City to determine



adequate capacity in these systems and ensure compliance with applicable connection and discharge requirements.

For future development projects that are greater than one (1) acre in size, developer(s) would be required to prepare a SWPPP (Section 4.7) in compliance with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2012-0006-DWQ). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. These provisions minimize the potential for the future development projects to violate any waste discharge requirements or otherwise substantially degrade surface or ground water quality.

Further, runoff resulting from future development would be managed by the City in compliance with the Storm Drainage Master Plan in addition to approved grading and drainage plans. Thus, compliance with existing regulations including the General Construction Permit, BMPs, and Storm Drainage Master Plan would reduce potential impacts related to water quality and waste discharge to less than significant levels.

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. The City's long-term water resource planning for existing and future demand is addressed in the City's 2015 Urban Water Management Plan (UWMP) and 2017 Water System Master Plan (WSMP).^{26 27} These plans are intended to serve as a tool for planning and phasing the construction of future domestic water supply infrastructure for the projected buildout of the city of Hanford, in accordance with the General Plan.

According to these plans, the City uses groundwater wells as the sole source of supply. As such, groundwater should be viewed as a sustainable resource. As of 2017, there are 14 active groundwater wells with a rated supply of approximately 34.9 million gallons per day (mgd) that may increase or decrease in efficiency ratings as groundwater levels fluctuate and/or recover. To

²⁶ City of Hanford (2016). 2015 Urban Water Management Plan. Accessed January 26, 2022, https://cms6.revize.com/revize/hanfordca/document_center/Public%20Works/Water%20Management/2015%20UWMP%20Chapter%201.pdf

²⁷ City of Hanford (2017). 2017 Water System Master Plan. Accessed January 26, 2022, https://cms6.revize.com/revize/hanfordca/document_center/Public%20Works/2017_Water%20System%20Master%20Plan%20-%20FINAL%20-%20Reduced.pdf



account for these fluctuations, the plans recommend that the City monitor well efficiencies on a frequent basis to adequately manage the groundwater supply. In the case of persistent droughts, it may therefore be necessary for the City to construct additional wells to maintain adequate supply capacity. According to the existing system map in the WSMP, there is an existing well (number 45) south of the Project site as well as existing six (6)-inch pipes surrounding the site.

Potable water demands for the Project were estimated using land-use-based unit water demand factors last updated for the City in 2018. The Project site has an existing General Plan land use designation of Medium Density Residential and proposes a change to Corridor Mixed Use. According to the land-use based unit water demand factors for the City of Hanford, the Medium Density Residential land use has an average daily demand of 2,900 gallons per day (gpd) per net acre, compared to 1,390 gpd/net acre for the Corridor Mixed Use land use. .

Table 4-11 summarizes the total water demands to be expected by land use, indicating that the Corridor Mixed Use land use would generate significantly less demand for water than Medium Density Residential.

Table 4-11 Summary of Total Water Demands by Land Use

Land Use	Area (ac)	Water Demand Factor (gpd/ac)	Average Daily Demand (gpd/ac)
Existing			
Medium Density Residential	28	2,900	81,200
Proposed			
Corridor Mixed Use	28	1,390	38,920

Source: City of Hanford, 2017 Water System Master Plan

Given the significant reduction in water demand from what is planned, it can be determined that the City's existing and planned water supply will be adequate to support anticipated demands from the Project, and the Project would thereby not interfere substantially with groundwater recharge or impede sustainable groundwater management of the basin. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur because of the Project.

- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:*



i. Result in substantial erosion or siltation on- or off-site?

Less than Significant Impact. Erosion is a natural process in which soil is moved from place to place by wind or from flowing water. The effects of erosion within the Project Area can be accelerated by ground-disturbing activities associated with development. Siltation is the settling of sediment to the bed of a stream or lake which increases the turbidity of water. Turbid water can have harmful effects to aquatic life by clogging fish gills, reducing spawning habitat, and suppress aquatic vegetation growth.

Although no specific development project is currently proposed, during construction activities, and in compliance with the project's SWPPP, construction-related erosion controls and BMPs would be implemented to reduce potential impacts related to erosion and siltation. These BMPs would include, but are not limited to, covering and/or binding soil surfaces to prevent soil from being detached and transported by water or wind, and the use of barriers such as straw bales and sandbags to control sediment. Together, the controls and BMPs are intended to limit soil transportation and erosion. In addition, the City will review and condition future projects to ensure proper drainage. Consequently, the review and approval by the City and compliance with standard requirements would mean that the Project would result in a less than significant impact.

ii. Substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Less than Significant Impact. Future development projects resulting from Project implementation would increase impervious surfaces by installing paving, concrete pads, and sidewalks. Such impervious surfaces have the potential to increase the rate or amount of surface runoff that would be captured and drained within the existing drainage subbasin. Construction of these projects will be reviewed by the City to ensure that runoff would not exceed the capacity of the City's drainage systems. Compliance with regulations and approval by the City would ensure that surface runoff is controlled in a manner which would not result in flooding on- or off-site. For this reason, the Project would have a less than significant impact.

iii. Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact. Future development projects resulting from Project implementation will be reviewed by the City. Conditioned drainage, grading, and site improvement plans for future projects will also be subject to review by the City prior to the final development approval. In addition, developer(s) of future projects shall comply with all applicable State of California requirements pursuant to the National Pollutant Discharge Elimination System (NPDES).



Therefore, the implementation of these requirements would ensure that surface runoff is controlled in a manner which would not result in the creation or contribution of runoff water that would exceed the capacity of existing or planned stormwater drainage services or provide substantial additional sources of polluted runoff. For this reason, a less than significant impact would occur because of the Project.

iv. Impede or redirect flood flows?

Less than Significant Impact. Although the construction of future development projects that result from Project implementation would increase impervious surfaces, the projects would not alter drainage patterns because project-specific grading and drainage plans are required to be reviewed by the City before development approval. Through City review and required compliance, the Project would not impede or redirect flood flows and a less than significant impact would occur.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact. The Project site is not in a flood hazard, tsunami, or seiche zone (i.e., standing waves on river, reservoirs, ponds, and lakes). The Project site is approximately 94 miles from the Pacific Ocean and there are no rivers, reservoirs, ponds, or lakes within the site, and the Project site is designated as Zone X on the most recent Flood Insurance Rate Map (FIRM) No. 06031C0185C dated June 16, 2009. Zone X is an area of minimal flood hazards with a 0.2 percent-annual-chance of flood (i.e., 500-year flood). In addition, the Project area as well as the city has historically been subject to low to moderate ground shaking and has a relatively low probability of shaking. Seiches are unlikely to form due to the low seismic energy produced the area. Therefore, as a low-risk area, the Project would have a less than significant impact as it relates to the risk release of pollutants due to project inundations.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact. A groundwater sustainability plan was adopted for the Tulare Lake Sub-basin in January 2020 by the Mid-Kings River Groundwater Sustainability Agency of which the City of Hanford is a member.²⁸ Future development projects are required to comply with the adopted plan (Mid-Kings Groundwater) to meet the 2040 sustainability deadline for the basin. As

²⁸ Mid-Kings River Groundwater Sustainability Agency (2020). Tulare Lake Subbasin Groundwater Sustainability Plan. Accessed January 26, 2022, <http://www.midkingsrivergsa.org/assets/tulare-lake-subbasin-groundwater-sustainability-plan%2c-january-2020.pdf>



mentioned above, groundwater is and will continue to be the source supply in wet and dry hydrologic periods. Based on the UWMP and WSMP, the City will continue to monitor groundwater supplies as a sustainable resource in order to remain compliant with groundwater sustainability goals. In turn, future development projects are subject to compliance with the General Plan, all water quality control plans, and other hydrological requirements established by the City. Therefore, based on compliance with such plans, it can be determined that the Project would not conflict with or obstruct implementation of water quality control plans or sustainable groundwater management plans. For these reasons, a less than significant impact would occur because of the Project.

4.10.3 Mitigation Measures

None Required.



4.11 LAND USE PLANNING

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?			X	
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

4.11.1 Environmental Setting

In general, the Project site is an county island that will be annexed in the near future, creating an infill site within an area of the city that is predominately characterized by commercial and residential development. The Project site is surrounded by residential uses to the north, east, and south, and commercial and vacant land to the south and west. As such, the surrounding areas are largely characterized by development as well as typical infrastructure, such as roadways, streetlights, parking lot lights, and ambient light sources typical of commercial and residential development.

4.11.2 Impact Assessment

Would the project:

a. Physically divide an established community?

Less than Significant Impact. Typically, physical division of an established community would occur if a project introduced new incompatible uses inconsistent with the planned or existing land uses or created a physical barrier that impeded access within the community. Typical examples of physical barriers include the introduction of new, intersecting roadways, roadway closures, and construction of new major utility infrastructure (e.g., transmission lines, storm channels, etc.).

Surrounding Land Uses

The Project site is an infill site within an area of the city that is predominately characterized by commercial and residential development. The properties to the north and east are zoned and



planned for Low Density Residential and the properties to the south and west are planned for Corridor Mixed Use. The Project includes a General Plan Amendment that proposes a change to the site's land use designation from Medium Density Residential to Corridor Mixed Use and a Pre-Zone/Rezone that proposes the site to be zoned MX-C Corridor Mixed Use consistent with the proposed land use designation of Corridor Mixed Use. Implementation of the Project would thereby introduce uses which would be generally consistent with the existing and planned land uses within the Project area.

Circulation System

The Project is located within the southeast portion of the city of Hanford, California, generally located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue. The portion of the Project site that is developed with existing structures is generally accessible by East Whitney Drive, Jessie Avenue, and Kruger Avenue. While no specific development project is proposed, implementation of the Project would result in future development of the vacant portion that would require connections to existing roadways such as Whitney Drive, Lassen Drive, and Wilson Lane. These connections would not result in the introduction of new, intersecting roadways or roadway closures and would therefore not cause a physical divide.

Utility Infrastructure

Although the Project site is currently outside of city limits, it is located with the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be required to connect to water, sewer, stormwater, and wastewater services. Natural gas, electricity, and telecommunications are provided by private companies. Utility systems are described and analyzed in [Section 4.10](#) and [Section 4.15](#). Based on the analysis, implementation of the Project would not result in the construction of new, major utility infrastructure.

Overall, the Project would not represent a significant change in the surrounding area. Implementation of the Project would be generally consistent with the surrounding area and would not result in the physical separation of the established community. For these reasons, a less than significant impact would occur because of the Project.

- b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

Less than Significant Impact. Generally, policy conflicts are environmental impacts when they would result in direct physical impacts or where those conflicts relate to avoiding or mitigating



environmental impacts. As such, associated physical environmental impacts are discussed in this document under specific topical sections, such as Biological Resources, Cultural Resources, and Tribal Cultural Resources. However, a discussion of certain land use plans, policies, and regulations that are applicable to the Project are included in **Table 4-12**. **Table 4-12** provides a comparison of the Project's characteristics with all applicable policies included in the General Plan as they relate to land use issues for the proposed Corridor Mixed Use land use designation. As discussed below, the Project is generally consistent with the proposed General Plan land use designation of Corridor Mixed Use.

Table 4-12 Discussion on Land Use Policies in the General Plan

General Plan Policy	Project Consistency
<i>Policy L67 Design of the Corridor Mixed Use Land Use Designation.</i> Require that new development projects and major site reconfigurations in the Corridor Mixed Use land use designation provide site layouts, buildings, landscaping, and walkways that are designed to encourage pedestrian access on the site and between adjacent sites. Strongly encourage buildings to be located near the street corridor with parking to the side of or behind buildings.	Consistent. Project implementation would result in new development projects. Individual projects would be required to go through the appropriate entitlement process through the City of Hanford. The City would review and condition future projects for compliance with the HMC and General Plan.
<i>Policy L68 Location and Size of Corridor Mixed Use Land Use Designation.</i> Locate Corridor Mixed Use land use designations along one or both sides of portions of Arterial streets where a mix of commercial and residential uses would benefit the neighborhood. Specific locations shall include portions of 10th Avenue, Lacey Boulevard, Garner Avenue, and Hanford-Armona Road.	Consistent. The Project site is generally located east of 10 th Avenue and north of East Lacey Boulevard, which are arterial streets. The site is also surrounded by commercial and residential uses. The proposed land use designation of Corridor Mixed Use would complement the surrounding uses.

Overall, the entitlement process of future development projects that result from the Project would ensure that the Project complies with the General Plan, HMC, and any other applicable policies. As such, the Project would have a less than significant impact.

4.11.3 Mitigation Measures

None required.



4.12 MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

4.12.1 Environmental Setting

The California Geological Survey (CGS) classifies and designates areas within California that contain or potentially contain significant mineral resources. Lands are classified into Aggregate and Mineral Resource Zones (MRZs), which identify known or inferred significant mineral resources. According to the California Department of Conservation, CGS's Surface Mining and Reclamation Act (SMARA) Mineral Lands Classification (MLC) data portal, the city of Hanford is not within a mineral resource study area.²⁹ In addition, according to the General Plan, the city of Hanford is not within a Division of Oil, Gas, and Geothermal Resources recognized oil field. Rather, the General Plan identifies sand and gravel for road and building construction as the only likely mineral resources in the area. Lastly, according to the Kings County General Plan, there are no oil fields or areas designated for mineral recovery in the city of Hanford.

4.12.2 Impact Assessment

Would the project:

²⁹ California Department of Conservation. SMARA Mineral Land Classification. Accessed on January 26, 2022, <https://www.conservation.ca.gov/cgs/minerals/mineral-land-classification-smara>



a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project site is not located in an area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impact would occur as a result of the Project.

b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As described above, the Project site is not located in an area designated for mineral resource preservation or recovery and as a result, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Further, the site is not delineated on the General Plan, a Specific Plan, or other land use plan as a locally important mineral resource recovery site, thus it would not result in the loss of availability of a locally important mineral resource. Therefore, no impact would occur as a result of the Project.

4.12.3 Mitigation Measures

None required.



4.13 NOISE

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

4.13.1 Environmental Setting

In general, there are two (2) types of noise sources: 1) mobile source and 2) stationary sounds. Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Stationary sounds are sources that do not move such as machinery or construction sites. Two (2) noise generating activities of the Project would include construction (short-term, temporary) and operational (long-term) noise.

The Hanford General Plan Noise Element and HMC outline policies and regulations to mitigate health effects of noise in the community and prevent exposures to excessive noise levels. In particular, policies in the General Plan regarding new development include:



Policy H41 Interior Noise Exposure. Adopt State Noise Insulation Standards (California Code of Regulations, Title 24) and Chapter 35 of the Uniform Building Code (UBC) concerning interior noise exposure for new single, multi-family housing, hotels and motels.

Policy H42 Noise Evaluation for New Development. Evaluate proposed development proposals against existing and future noise levels from ground transportation noise sources.

Policy H43 Non-Transportation Noise. Mitigate noise created by non-transportation noise sources so as not to exceed the maximum allowable interior and exterior noise level standards.

Policy H48 Noise Mitigation for Construction Activities. Require all development projects to mitigate noise impacts associated with construction activities.

Policy H50 Sound Walls. Utilize sound walls at the perimeter of new residential developments to protect from noise generated by transportation corridors.

Sensitive land uses include residential, schools, churches, nursing homes, hospitals, and open space/recreation areas. Commercial, farmland, and industrial areas are not considered noise sensitive and generally have higher tolerances for exterior and interior noise levels.

4.13.2 Impact Assessment

- a. *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?*

Less than Significant Impact. In general, the Project site is within an area of the city that is predominately characterized by commercial and residential development. Because the surrounding area is largely developed, there is existing ambient noise sources typical of commercial and residential uses. While no development is currently proposed, implementation of the Project would result in future development such as commercial and office uses. Such uses would have noise generating activities typical of the ambient noise currently generated by surrounding uses. Thus, the Project would not introduce a new significant source of noise that is not already occurring in the Project area. Further, future projects would be subject to compliance with the General Plan policies and *Chapter 9.10 Loud or Annoying Noises* of the HMC requirements. Compliance with applicable policies and regulations would ensure that the Project would have a less than significant impact regarding noise.



b. Generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. While no development is currently proposed, implementation of the Project would result in future development that would have noise generating activities. It is not anticipated that the Project would generate excessive ground borne vibration or ground borne noise levels, given the type of development that would be permitted in the Project area (i.e., commercial, office). Further, as discussed under criterion a), future project-generated noise sources would be regulated by the HMC. Through compliance with the HMC, the Project would result in a less than significant impact.

c. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less than Significant Impact. The nearest public use airport is the Hanford Municipal Airport located approximately 0.44 miles southeast of the Project site. The Hanford Municipal Airport is owned and operated by the City of Hanford and has one (1) runway that is 2,200 feet long and 75 feet wide. The applicable airport land use plan for the Hanford Municipal Airport is the Kings County Airport Land Use Compatibility Plan (ALUCP)³⁰ adopted in 1994 and the Hanford Municipal Airport Master Plan adopted January 19, 2010.³¹ According to the ALUCP, the Project site is located within the airport influence area of the Hanford Municipal Airport. Because the site is within the airport influence area, future development projects are subject to established airport compatibility policies within the ALUCP and General Plan (including *Policy T76*, *Policy T77*, and *Policy H39* listed below) to ensure that projects would not result in a safety hazard or excessive noise for people residing or working in the area.

Policy T76 New Development near Airport. Review of all new development in proximity to the Hanford Municipal Airport for compliance with Federal Aviation Administration (FAA) requirements and compatibility with Hanford Airport Master Plan standards.

Policy T77 Land Use Compatibility. Evaluate the compatibility of airport uses, activities, and operations with all new development in proximity to the Hanford Municipal Airport prior to

³⁰ County of Kings. (1994). Kings County Airport Land Use Compatibility Plan. Accessed January 26, 2022, <https://www.countyofkings.com/home/showpublisheddocument/3094/635274871108830000>

³¹ City of Hanford. (2010). Accessed on January 26, 2022, https://www.ci.hanford.ca.us/departments/airport/master_plan.php#revize_document_center_rz901



approval and protect sensitive uses, such as residences, schools, and hospitals from over-flight areas

Policy H39 Aircraft Noise. *Evaluate proposed development proposals against the land use policies of the Kings County Airport Land Use Compatibility Plan.*

Further, the Project includes a General Plan Amendment that proposes a change to the site's land use designation from Medium Density Residential to Corridor Mixed Use. The General Plan Amendment is requested due to incompatibility with ALUCP. According to the ALUCP, the Project site is located within Zone B1 (North) which limits the maximum residential density (dwelling units/acre) to one (1) unit per 10 acres. Further, residential subdivisions and multi-family residential are identified as non-acceptable uses in this zone. Therefore, the General Plan Amendment request to change the site's land use designation from Medium Density Residential to Corridor Mixed Use which would allow for future development of the site with uses that are compatible with uses allowed in Zone B1 (North).

Although no specific project is currently proposed, future development projects would be reviewed to ensure compliance with the ALUCP policies for Zone B1 as shown in **Table 4-10**. In particular, future projects would be required to meet development conditions including: (1) locate structures maximum distance from extended runway centerline, (2) minimum NLR of 25 dBA in residential and office buildings, and (3) dedication of avigation easement. Through compliance, the Project would not result in a safety hazard for people residing or working in the area and impacts would be less than significant.

There are no private airstrips operating within or near the project. As a result, any noise associated with private airstrips would not result in substantial noise levels for the project. Therefore, the Project would not result in impacts from adjacent and overhead aircraft noise on noise-sensitive land uses. Therefore, impacts associated with noise produced by public, public use, or private airports in the Project Area would be less than significant.

4.13.3 Mitigation Measures

None required.



4.14 POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

4.14.1 Environmental Setting

CEQA Guidelines Section 15126.2(d) requires that a CEQA document discuss the ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The CEQA Guidelines provide the example of a major expansion of a wastewater treatment plant that may allow for more construction within the service area. The CEQA Guidelines also note that the evaluation of growth inducement should consider the characteristics of a project that may encourage or facilitate other activities that could significantly affect the environment. Direct and Indirect Growth Inducement consists of activities that directly facilitate population growth, such as construction of new dwelling units.

4.14.2 Impact Assessment

Would the project:

- a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*



Less than Significant Impact. The Project includes a General Plan Amendment that proposes a change to the site's land use designation from Medium Density Residential to Corridor Mixed Use. The General Plan Amendment is requested due to incompatibility with the Kings County Airport Land Use Compatibility Plan (ALUCP). According to the ALUCP, the Project site is located within Zone B1 (North) which restricts residential subdivisions and multi-family residential as non-acceptable uses in this zone. Therefore, the proposed land use change would generally result in future development of the site with uses that are compatible with uses allowed in Zone B1 (North) and the MX-C – Mixed Use Corridor zone district such as general commercial and office uses.

Further, the Project site is an infill site within an area of the city that is predominately characterized by commercial and residential development. The properties to the north and east are zoned and planned for Low Density Residential and the properties to the south and west are planned for Corridor Mixed Use. Implementation of the Project would thereby introduce uses which would be generally consistent with the existing and planned land uses within the Project area. In addition, future development that results from Project implementation would not represent a significant change in the surrounding area as the site would be development with compatible uses and connected to existing roadways such as Whitney Drive, Lassen Drive, and Wilson Lane, and existing utility infrastructure. For these reasons, the Project would have a less than significant impact.

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The existing site is mostly vacant with some existing structures. The existing structures are generally located east of North 10th Avenue along Kruger Avenue, Jessie Avenue, and East Whitney Drive. The existing structures are primarily residential and commercial. The vacant portion of the Project site is generally located north of Lacey Boulevard between Whitney Drive and Lassen Drive with no existing structures. No development is proposed by the Project and therefore the Project would not result in the physical displacement of people or housing. Therefore, the Project would have no impact.

4.14.3 Mitigation Measures

None required.



4.15 PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?			X	
ii. Police protection?			X	
iii. Schools?			X	
iv. Parks?			X	
v. Other public facilities?			X	

4.15.1 Environmental Setting

Although the Project site is currently outside of city limits within a county island, and it is located with the City of Hanford's SOI and is expected to be annexation in the near future. As a result of future annexation into city limits, future development resulting from Project implementation would be subject to fees to for the construction, acquisition, and improvements for public services:

Fire Protection Services

Fire Protection Services in the city are provided by the Hanford Fire Department (HFD). The HFD operates a total of three (3) fire stations that serve the city: Fire Station 1 located at 350 W. Grangeville Boulevard, Fire Station 2 located at 10553 Houston Avenue, and Fire Station 3 located at 1070 S. 12th Street. To address impacts to fire protection services, the City of Hanford has implemented the Fire Protection Development Impact Fee pursuant to *Chapter 15.45* of the HMC, which requires developers to pay the "fair share" of capital improvements related to fire protection services and facilities. A Fire Protection Development Impact Fee is assessed for



projects based on size. Further, projects are subject to review by the HFD and to regulations and standards such as the California Uniform Fire Code (UFC), which includes regulations on construction, maintenance and building use. The UFC addresses fire department access, fire hydrants, sprinklers, fire alarm system, etc., for new buildings.

Police Protection Services

Police Protection Services in the city are provided by the Hanford Police Department (HPD). The HPD is located at 425 North Irwin Street, which is approximately 0.63-miles east of the Project site. According to the Fiscal Year (FY) 2021-2022/2022-2023 City of Hanford Budget, the HPD handled over 60,478 incidents in FY 2019-2020. To address impacts to police protection services, the City of Hanford has implemented the Police Protection Development Impact Fee pursuant to *Chapter 15.46* of the HMC, which requires developers to pay the “fair share” of capital improvements related to police protection services and facilities. A Police Protection Development Impact Fee is assessed for projects based on size.

Schools

Educational services within the Project area are primarily served by Hanford Elementary School District (HESD) and Hanford Joint Union High School District (HJUHS). Schools within a one (1)-mile radius of the Project site include Kennedy Jr. High School, JFK Middle School, Lee Richmond Elementary School, and Shelly Baird School. Funding for schools and school facilities impacts is outlined in Education Code Section 17620 and Government Code Section 65995 et. seq. (State statutes) which govern the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed “full and complete mitigation.” A School Impact Fee is assessed for projects based on the Developer Fee rates in place at the time payment is due.

Parks and Recreation

The nearest park to the Project site is the Lacey Park, 0.6 miles northwest. Park and Recreation Facilities are overseen by the Hanford Parks and Community Services Department. According to the 2020 Parks and Recreation Master Plan, the City currently offers 299.70 acres of park land which equates to a total Level of Service (LOS) of 5.06 acres of park land per 1,000 residents based on the City’s 2018 population.³² The 2035 General Plan includes a LOS standard goal of 3.5 acres

³² City of Hanford. (2020) Parks and Recreation Master Plan 2020. Accessed January 27, 2022, <https://cms6.revize.com/revize/hanfordca/2020%20Hanford%20Parks%20Master%20Plan.pdf>



per 1,000 residents for future growth. Similar to other public services, the City had established the Park Facilities Impact Fee pursuant to *Chapter 15.44* of the HMC, which requires developers to pay for parks and recreational facilities improvements. The fee is assessed for all residential building permits for development.

4.15.2 Impact Assessment

Would the project:

- a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:*
- b. Fire protection?*

Less than Significant Impact. The Project site is within the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be served by the HFD. The Project site would be in the service area of Fire Station 1, which is 1.2 miles from the site. Although no specific development projects are currently proposed, future development would be reviewed by the HFD for requirements related to water supply, fire hydrants, and fire apparatus access to the building(s) on site. HFD's review and approval would ensure that future development could be served by existing facilities. In addition, to further reduce potential impacts, future projects are subject to Fire Protection Department Impact Fees pursuant to the Hanford Municipal Code (HMC) requirements. As a result, the Project would have a less than significant impact.

- c. Police protection?*

Less than Significant Impact. The Project site is within the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be served by the HPD. The nearest police station to the Project is located approximately 0.5-miles west from the site. Although no specific development projects are currently proposed, future development would be reviewed by the HPD for requirements related to police protection services. HPD's review and approval would ensure that future development could be served by existing facilities. In addition, to further reduce potential impacts, future projects are subject to Police Protection Department Impact Fees pursuant to the HMC. As a result, the Project have a less than significant impact.

- i. Schools?*



Less than Significant Impact. The development and managing of school sites are the responsibility of school districts and elected governing school boards. The General Plan provides policy which focuses on collaboration with school districts to determine new school locations and utilization of school facilities for general public needs. Future development resulting from Project implementation would be subject to School Impact Fees in order to mitigate the effect of the project on schools. In particular, funding for schools and school facilities impacts is outlined in Education Code Section 17620 and Government Code Section 65995 et. seq., which governs the amount of fees that can be levied against new development. Payment of fees authorized by the statute is deemed “full and complete mitigation.” As a result, the Project have a less than significant impact.

ii. Parks?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from proposed residential development. Future residential development resulting from Project implementation would be subject to Park Facilities Impact Fees. As a result, the Project would have a less than significant impact.

iii. Other public facilities?

Less than Significant Impact. Although no specific development is currently proposed, future development resulting from Project implementation could increase the demand for other public services, such as libraries. However, the proposed General Plan amendment to change the land use designation from Medium Density Residential to Corridor Mixed Use would result in fewer future residential uses and thereby lessened demand for other public services. As such, the Project would have a less than significant impact.

4.15.3 Mitigation Measures

None required.



4.16 RECREATION

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

4.16.1 Environmental Setting

Park and Recreation Facilities are overseen by the Hanford Parks and Community Services Department. According to the 2020 Parks and Recreation Master Plan, the City currently offers 299.70 acres of park land which equates to a total Level of Service (LOS) of 5.06 acres of park land per 1,000 residents based on the City's 2018 population.³³ The 2035 General Plan includes a LOS standard goal of 3.5 acres per 1,000 residents for future growth. Similar to other public services, the City had established the Park Facilities Impact Fee pursuant to *Chapter 15.44* of the HMC, which requires developers to pay for parks and recreational facilities improvements. The fee is assessed for all residential building permits for development. Although no specific development projects are currently proposed, future development that proposes residential uses would be subject to the Park Facilities Impact Fee.

³³ City of Hanford. (2020) Parks and Recreation Master Plan 2020. Accessed January 27, 2022, <https://cms6.revize.com/revize/hanfordca/2020%20Hanford%20Parks%20Master%20Plan.pdf>



4.16.2 Impact Assessment

Would the project:

- a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from proposed residential development. Although no specific development projects are currently proposed, future development that proposes residential uses would be subject to the Park Facilities Impact Fee to mitigate for possible increase of use of parks or recreational facilities. Project review and approval would ensure that future development could be served by existing recreational facilities. In addition, future projects are subject to Park Facilities Impact Fees described in **Section 4.15**. With mitigation incorporated, the Project's impacts would be reduced to less than significant.

- b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?*

Less than Significant Impact. Future residential development resulting from the Project could include the construction of recreational facilities. In such cases, development projects would be reviewed and conditioned by the City to ensure that physical effects on the environment are less than significant. In addition, future projects are subject to Park Facilities Impact Fees described in **Section 4.15**. With mitigation incorporated, the Project's impacts would be reduced to less than significant.

4.16.3 Mitigation Measures

None required.



4.17 TRANSPORTATION

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

4.17.1 Environmental Setting

The Project is located within the southeast portion of the city of Hanford, California, generally located north of East Lacey Boulevard between North 10th Avenue and 9 ¼ Avenue. North 10th Avenue and Lacey Boulevard are the nearest arterials identified by the General Plan Circulation Element. The portion of the Project site that is developed with existing structures is generally accessible by East Whitney Drive, Jessie Avenue, and Kruger Avenue. While no specific development project is proposed, implementation of the Project would result in future development of the vacant portion that would require connections to existing roadways such as Whitney Drive, Lassen Drive, and Wilson Lane, ultimately connecting to the arterials in the area.

Early Consultation

Early consultation was received from Caltrans on October 4, 2021, recommending that:



- *Future site plans for any of the proposed development be submitted to Caltrans for review.*
- *The project proponents(s) conduct a vehicle-miles traveled (VMT) study once development is proposed and that the preparer should refer to the Caltrans Vehicle Miles Traveled-Focused Transportation Impact Study Guide, dated May 20, 2020.*
- *Alternative transportation policies should be applied to the development. An assessment of multi-modal facilities should be conducted to develop an integrated multi-modal transportation system to serve and help alleviate traffic congestion caused by the project and related development in this area of the City.*

SB 743 and VMT Analysis

Under Senate Bill 743 (SB743), traffic impacts are related to Vehicle Miles Traveled (VMT). The VMT metric became mandatory on July 1, 2020. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual automobile travel (additional miles driven) a proposed Project would create on California roads. If the project adds excessive automobile travel onto roads, then the project may cause a significant transportation impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

CEQA Guidelines

To implement SB 743, the CEQA Guidelines were amended by adding Section 15064.3. According to Section 15064.3, VMT measures the automobile travel generated from a proposed project (i.e., the additional miles driven). Here, 'automobile' refers to on-road passenger vehicles such as cars and light-duty trucks. If a proposed project adds excessive automobile travel on California roads thereby exceeding an applicable threshold of significance, then the project may cause a significant transportation impact.

Among its provisions, Section 15064.3(b) establishes criteria for analyzing transportation impacts. Specifically, Section 15064.3(b) (1) establishes a less than significant presumption for certain land use projects that are proposed within ½-mile of an existing major transit stop or along a high-quality transit corridor. If this presumption does not apply to a land use project, then the VMT can be qualitatively or quantitatively analyzed. The city of Hanford has not identified or designated any high quality transit corridors.

In the case that quantitative models or methods are not available to the lead agency to estimate the VMT for the project being considered, provisions of CEQA Guidelines Section 15064.3(b)(3) permits the lead agency to conduct a qualitative analysis. The qualitative analysis may evaluate factors including but not limited to the availability of transit, proximity to other destinations, and



construction traffic.

Lastly, Section 15064.3(b)(4) of the CEQA Guidelines states that “[a] lead agency has discretion to evaluate a project’s vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project’s vehicle miles traveled and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revision to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.”

OPR’s Technical Advisory

In April 2018, the Governor’s Office of Planning and Research (OPR) issued the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (Technical Advisory) (revised December 2018) to provide technical recommendations regarding VMT, thresholds of significance, and mitigation measures for a variety of land use project types.

Kings County Online VMT Mapping Tool

Pursuant to OPR’s Technical Advisory, the Kings County Association of Governments (KCAG) created an online VMT mapping tool that identifies VMT per capita and VMT per employee by traffic analysis zone (TAZ).³⁴ KCAG’s mapping tool was created utilizing trip-based transportation models created for the eight (8) San Joaquin Valley MPOs to satisfy the requirements of SB 375. The modeling process is described in the Documentation for the *Eight San Joaquin Valley MPO Traffic Models to Meet the Requirements of SB 375* (2012) which is incorporated herein by reference. According to Appendix VIII of KCAG’s *2018 Regional Transportation Plan* (RTP), the 2012 transportation model was revalidated for a 2015 base year and is described on Appendix VIII page 26 as:

“The KCAG model was revalidated to a 2015 base year for the 2018 RTP. The revalidation included new inventories of base year housing and employment, updates to the road network and transit coverage to reflect recent changes in the transportation system, and updated traffic counts to represent the 2015 base year. The KCAG model traffic validation

³⁴ Kings County Association of Governments. 2022. “Kings County Online VMT Mapping Tool.” Accessed on February 15, 2022, <https://www.arcgis.com/apps/webappviewer/index.html?id=84b4b47b08ac41af88779212180ff36c>.



is based on several criteria, including vehicle-miles of travel, total volume by road type, and percent of links within acceptable limits.”

Revalidation efforts utilized traffic data provided by the City of Hanford. The RTP and the City’s underlying traffic data are incorporated herein by reference. Page 26 of Appendix VIII describes KCAG’s VMT projection process as follows:

“Vehicle miles of travel (VMT) were estimated from the travel demand model by multiplying link volumes by link distances. The model estimates intrazonal trips (trips remaining within a TAZ) but does not assign these trips to the model road network. The intrazonal trips were multiplied by the estimated intrazonal distances to calculate intrazonal VMT.”

The KCAG mapping tool reflects a VMT per employee of 10.5 and 8.9 for the two TAZs in which the Project will be located, which is more than fifteen percent below the County average VMT per employee of 17.7. It can therefore be concluded that, based upon KCAG’s VMT mapping tool, the Project’s VMT impact will be less than significant because VMT associated with the Project will be below the fifteen-percent-below-existing-development threshold. Therefore, the Project may be presumed to cause a less than significant impact pursuant to CEQA Guidelines section 15064.3(b). However, future discretionary projects could still be subject to independent VMT analysis if KCAG’s modeled VMT thresholds change or if the City adopts different VMT thresholds.

4.17.2 Impact Assessment

Would the project:

- a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?***

Less Than Significant Impact. The Project would be required to comply with all project level requirements implemented by a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Although no development is currently proposed, future development projects would be required to submit improvement plans, including roadway improvements, for review and approval by the City Engineer to ensure improvements will be consistent with City standards. Therefore, through compliance with the programs, plans, ordinances, and policies addressing the circulation system (inclusive of transit, roadway, bicycle, and pedestrian facilities), a less than significant impact would occur because of the Project.

- b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?***



Less than Significant Impact. As discussed above, Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS).

As described previously in this initial study, for the purpose of CEQA analysis, this initial study assumes future development of general commercial development on all parcels that are currently vacant or underutilized according to the City of Hanford's GIS data. Based on parcel size and location of the site (not adjacent to a major street), it can be assumed that the site will not be developed with regional commercial, but instead will be developed with local serving retail and employment uses. According to OPR, local serving retail can be presumed to have a less-than-significant-impact for any net increase in total VMT.

For employment related uses, the Kings County Online VMT Mapping Tool was utilized to determine average employee VMT in the project area in comparison to the County average. The Project site is located in TAZ 484 and 485. As shown in **Table 4-13**, the County average is 17.7 VMT per employee, while the employee VMT for TAZ 484 is 10.15 and the employee VMT for TAZ 485 is 8.91. Thus, the Project area's employee VMT is 43% and 50% lower than the County VMT per employee average. This is much higher than the 15 percent reduction target, which is the identified significance threshold. Thus, the proposed project can be determined to have a less than significant impact as it related to VMT impacts.

Table 4-13 Percent reduction in VMT per employee

	TAZ 484	TAZ 485	Kings County average
VMT per employee	10.15	8.91	17.7
Percent reduction to VMT per employee	43%	50%	-

- c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

Less than Significant Impact. Although no development is currently proposed, future development projects will be reviewed by the city to ensure that project design does not contain any geometric design features that would create hazards. The Project will also be subject to review by the City Engineer to ensure that improvements are designed pursuant to applicable federal, state, and local design standards. Compliance with such standards would ensure that any traffic hazards are minimized. Further, the Project does not propose an incompatible use as it is consistent with the existing development in the area and is similar in nature to the surrounding uses. As a result, implementation of the Project would result in a less than significant impact related to hazards due to roadway design features or incompatible uses.

- d. Result in inadequate emergency access?*



Less than Significant Impact. The Project does not involve a change to any emergency response plan. In addition, although no development is currently proposed, future development projects will be reviewed by the City's Engineering Department and Fire Department to ensure adequate site access including emergency access. In the case that future construction requires lane closures, access through existing roadways would be maintained through standard traffic control and therefore, potential lane closures would not affect emergency evacuation plans. Thus, a less than significant impact would occur because of the Project.

4.17.3 Mitigation Measures

Non required.



4.18 TRIBAL CULTURAL RESOURCES

Would the project: Cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC section 5020.1(k), or,		X		
b)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC section 5024.1. In applying the criteria set forth in subdivision (c) of PRC section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

4.18.1 Environmental Setting

Generally, the term ‘cultural resources’ describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, historical resources include sites, structures, objects, or districts that may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance. Such resources are eligible for listing in the California Register of Historic Resources by the State Historical Resources Commission. The city of Hanford has three (3) buildings listed on the National Register of Historic Places: Hanford Carnegie Library, Kings County Courthouse, and Taoist Temple. Some of these types of cultural resources are readily apparent on the ground surface, some may be buried and therefore unknown until discovered through ground disturbances.



Hanford General Plan

The General Plan identifies policies on historic and cultural resources related to new development including:

Policy O46 Archaeological Site Consultation. Consult with appropriate Native American associations about potential archaeological sites in the beginning stages of the development review process.

Policy O47 Archaeological Site Study. Require archaeological studies by a certified archeologist in areas of archeological potential significance prior to approval of development projects.

Policy O48 Cultural Site Consultation. Consult with the California Archaeological Inventory Southern San Joaquin Valley at California State University, Bakersfield about potential cultural sites on projects that could have an impact on cultural resources.

Policy O49 Cultural Site Discovery. Halt construction at a development site if cultural resources are encountered unexpectedly during construction.

Early Consultation

A consultation list of tribes with traditional lands or cultural places located within Kings County was requested and received from the California Native American Heritage Commission (NAHC) on October 25, 2021. Early consultation was conducted with the listed tribes on October 19, 2021 (pursuant to CEQA Guidelines Section 15082). The listed tribes were:

- Kings River Choinumni Farm Tribe,
- Santa Rosa Rancheria Tachi Yokut Tribe,
- Table Mountain Rancheria,
- Tule River Indian Tribe, and
- Wuksache Indian Tribe/Eshom Valley Band.

In response to the early consultation, the City received a comment letter dated October 19, 2021 from the Santa Rosa Rancheria Tachi Yokut Tribe. The Tribe requested to have a Native American monitor on site for development of the Project.

AB 52 and SB 18 Tribal Consultation

The City of Hanford conducted the formal tribal consultation pursuant to AB 52 (Chapter 532, Statutes 2014) and SB 18 (Chapter 905, Statutes 2004) on December 28, 2021, utilizing the



consultation list of tribes received from the NAHC. The same five (5) tribes listed above were included in the formal consultation. Consultation ended on January 26, 2022. A response was received from Table Mountain Rancheria which indicated the project site was beyond their area of interest. A second response was received from the Santa Rosa Rancheria Tachi-Yokut Tribe, requesting that a Native American monitor be present on-site during project construction.

California Historical Resource Information System Record Search

The Southern San Joaquin Information Center (SSJIC) was requested by the City of Hanford to conduct a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding “Project Area” area (0.5-mile radius from perimeter of project site) on January 18, 2022. Full results are provided in [Appendix B](#).

The CHRIS Record Searches generally review file information based on results of Class III pedestrian reconnaissance surveys of project sites conducted by qualified individuals or consultant firms which are required to be submitted, along with official state forms properly completed for each identified resource, to the Regional Archaeological Information Center. Guidelines for the format and content of all types of archaeological reports have been developed by the California Office of Historic Preservation, and reports will be reviewed by the regional information centers to determine whether they meet those requirements.

The results of the SJJIC CHRIS Record Search indicate:

- (1) There have been eight (8) studies previously conducted within the 0.5-mile radius.
- (2) There is one (1) recorded cultural resource within the Project site, P-16-00246, and there are eight (8) recorded resources within the 0.5-mile radius, consisting of historic era buildings, an historic era railroad, an historic era canal, and an historic era trash scatter. Resource P-16-00246, People’s Ditch, has been determined eligible for listing in the National Register of Historic Places and is also listed in the California Register of Historical Resources. Resources P-16-000289, Taoist Temple, and 9-16-000290, Hanford Carnegie Library, which are located within the 0.5-mile radius, are listed in the National Register of Historic Places and the California Register of Historical Resources.

Further, the SJJIC provided the following comments and recommendations:

- (1) Because a cultural resources study has not been completed on the majority of this project site, it is unknown if any cultural resources are present. Therefore, if the project will result in any ground disturbance activities, we recommend a qualified, professional consultant first conduct a field survey to determine if any cultural resources are present. If no ground



disturbance will occur as a result of this project, then no further cultural resource investigation is recommended at this time.

- (2) Contact the Native American Heritage Commission in Sacramento for a current list of Native American individuals/organizations that can assist with information regarding cultural resources that may not be included in the CHRIS Inventory and that may be of concern to the Native groups in the area. The Commission can consult their "Sacred Lands Inventory" file to determine what sacred resources, if any, exist within this project area and the way in which these resources might be managed.

4.18.2 *Impact Assessment*

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or*

Less than Significant Impact with Mitigation Incorporated. Based on the CHRIS Record Search, there is one (1) known historical resource, People's Ditch, on the Project site. While there is no evidence that other historical resources exist on the Project site, there is some possibility that additional hidden and buried resources may exist with no surface evidence. Hanford General Plan *Policy O49* partially mitigates for cultural resources that are encountered unexpectedly during construction. In addition, mitigation measure *MM CR-1* and *MM CR-2* are incorporated herein to mitigate for potential subsurface cultural resources. Therefore, if any cultural resources were discovered, implementation of related regulations and mitigation measures would reduce the Project's impact to less than significant.

- b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

Less than Significant Impact with Mitigation Incorporated. The Project site has not been determined by the City to be a significant resource pursuant to PRC *Section 5024.1* and to-date, no substantial information has been provided to the city to indicate otherwise. According to the



NAHC records, no sacred sites or tribal cultural resources are known in or near the study area. Further, the Project site, inclusive of site features, is not listed in the California Register of Historical Sources. However, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Hanford General Plan *Policy 049* imposes measures to mitigate when resources are uncovered during construction. In addition, mitigation measure *MM CR-1* and *MM CR-2* are incorporated herein to mitigate for potential subsurface cultural resources. Therefore, if any cultural resources were discovered, implementation of related regulations and mitigation measures would reduce the Project's impact to less than significant.

4.18.3 Mitigation Measures

The proposed Project shall implement and incorporate, as applicable, the Cultural Resources related mitigation measures *CR-1* and *CR-2* as identified above and in the Mitigation Monitoring and Reporting Program contained in Chapter 5.



4.19 UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effect?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	



4.19.1 *Environmental Setting*

Although the Project site is currently outside of city limits, it is located with the City of Hanford's SOI and would be subject to future annexation. As a result of future annexation into city limits, future development resulting from Project implementation would be required to connect to water, sewer, stormwater, and wastewater services. Natural gas, electricity, and telecommunications are provided by private companies. Each utility system is described below. Overall, the review of future development projects by the City and responsible agencies indicates that the Project would not require or result in the major relocation or construction of new or expanded facilities and as such, would not cause significant environmental effects.

Water

The City of Hanford's water supply system is a groundwater system. The city is located within the Tulare Lake Hydrologic Region and is within the Tulare Lake Groundwater Subbasin which transmits, filters, and stores water from the main San Joaquin Valley Groundwater Basin. The system consists of 14 groundwater wells, three (3) storage reservoirs, distribution mains, and fire hydrants. The system does not use surface water. Groundwater is recharged by rain and snowfall in addition to percolation from storm water basins, local waterways, and agricultural irrigation.

Wastewater

The City of Hanford wastewater system provides for treatment, disposal, and reuse of effluent, which meets all of the state's discharge requirements for the city. The wastewater system consists of a treatment plant and 21 sanitary sewer lift stations located throughout the city. The treatment facility has a capacity of 8.0 million gallons per day and is located south of Houston Avenue and east of 11th Avenue. The City's wastewater system also pursues water conservation strategies to ensure long-term reuse of treated disinfected wastewater to reduce the need for groundwater.

Solid Waste

Solid waste in the city is collected by a private contractor, Kings Waste Recycling Authority (KWRA). Refuse is sorted at the KWRA facility to recover recyclable materials before being hauled to the landfills in Kettleman Hills.

Stormwater

The existing drainage infrastructure within the City of Hanford's Stormwater Management Program include natural drainage channels, retention basins, natural vegetation, piping, and pump stations. There are some areas where storm drainage is controlled by drainage inlets and



underground structures. The system consists of 30 pump stations, 57 miles of pipeline, and 220 acres of drainage basins and drainage ditches.

Natural Gas and Electricity

PG&E and Southern California Edison Company are the natural gas and electric service providers for the area, incrementally expands and updates its service system as needed to serve its users.

Pre-Consultation Received: Early consultation comments were received from PG&E on September 9, 2021, with information and requirements as it related to Gas facilities and Electric facilities. Such requirements shall be incorporated in Conditions of Approval for future development projects resulting from Project implementation.

Telecommunications

Accordingly, telecommunications providers in the area (AT&T and Comcast) incrementally expand and update their service systems in response to usage and demand.

4.19.2 Impact Assessment

Would the project:

- a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

Less than Significant Impact. Although no specific development is currently proposed, future development projects resulting from the Project would be required to connect to water, stormwater, solid waste, and wastewater services. Natural gas, electricity, and telecommunications provided by private companies. The City and responsible agencies will review the projects through the entitlement review process to determine adequate capacity in these systems and ensure compliance with applicable connection requirements. In addition, future projects would be served by the appropriate natural gas, electricity, and telecommunications providers for the Project area. As a result, through compliance with the applicable connection requirements, the Project would have a less than significant impact.

- b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

Less than Significant Impact. As discussed in detail in **Section 4.10**, potable water demands for the Project were estimated using land-use-based unit water demand factors last updated for the City



in 2018. The Project site has an existing General Plan land use designation of Medium Density Residential and proposes a change to Corridor Mixed Use. According to the land-use based unit water demand factors for the City of Hanford, the Medium Density Residential land use has an average daily demand of 2,900 gallons per day (gpd) per net acre, compared to 1,390 gpd/net acre for the Corridor Mixed Use land use. .

Table 4-11 summarizes the total water demands to be expected by land use, indicating that the Corridor Mixed Use land use would generate significantly less demand for water than Medium Density Residential.

Given the significant reduction in water demand from what is planned, it can be determined that the City's existing and planned water supply will be adequate to support anticipated demands from the Project during normal, dry, and multiple dry years. In addition, adherence to connection requirements and recommendations pursuant to the City's water supply planning efforts (i.e., compliance with California Plumbing Code, efficient appliances, efficient landscaping, etc.) should not negatively impact the City's water provision. For these reasons, a less than significant impact would occur because of the Project.

- c. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less than Significant Impact. The City of Hanford Wastewater Treatment Plant (WWTP) is the city's facility for treatment, disposal, and reuse of wastewater for residential, commercial, and industrial accounts. Although no specific development project is currently proposed, the wastewater impacts of future development projects would be evaluated by the City Engineer to ensure compliance with the City's wastewater treatment requirements and capacity. As such, the Project would have a less than significant impact.

- d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less than Significant Impact. Although no specific development project is currently proposed, future construction and operation would be required to comply with HMC *Chapter 13.12 Solid Waste Collection and Disposal*, which outlines requirements and specifications for solid waste collection. In addition, the General Plan outlines goals and policies for source reduction and recycling:

Goal P5: *Adequate solid waste disposal capacity to meet existing and future demands.*



Goal P6: *Continued waste stream reduction through education, recycling and other means.*

Policy P27 Recycling Programs. *Participate in and encourage waste diversion and recycling programs and efforts.*

Policy P28 Kings Waster Recycling Authority. *Participate as a member and support the Kings Waste Recycling Authority.*

Compliance with these measures and policies would serve to reduce impacts of solid waste by promoting regular collection and encouraging the recycling of materials. For this reason, the Project would have a less than significant impact.

e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. As described under criterion d) above, future development that generates solid waste would be handled, transported, and disposed of in accordance with all applicable statutes and regulations related to solid waste. Therefore, a less than significant impact would occur because of the Project.

4.19.3 Mitigation Measures

None required.



4.20 WILDFIRE

If located in or near state responsibility or lands classified as very high fire hazard severity zones, Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

4.20.1 Environmental Setting

The Hanford Fire Department provides emergency and fire protection services within the city limits of Hanford. Emergency services provided by the Fire Department include technical rescue, hazardous materials response, emergency medical services, and emergency disaster management. Station 1, located at 350 W. Grangeville Boulevard provides service north of SR 198, while Station 2 at 10553 Houston Avenue provides south of SR 198. The Project site is located north of SR 198 and therefore would be served by Station 1 upon future annexation.



The Project site is located on a relatively flat property within the City's SOI. Further, the Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Hanford as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within a Local Responsibility Area (LRA) as defined by Cal Fire and is considered an area of low fire risk.³⁵ Lastly, the Project has been reviewed by the City and the Hanford Fire Department and future development projects resulting from Project implementation would be required to be developed and operate in compliance with all regulations of the current California Fire Code.

4.20.2 *Impact Assessment*

If located in or near state responsibility or lands classified as very high fire hazard severity zones, ***Would the project:***

- a. Substantially impair an adopted emergency response plan or emergency evacuation plan?*

Less than Significant Impact. To determine adequate vehicular and pedestrian circulation and emergency vehicle access, future development projects resulting from the Project would be reviewed and conditioned by the City's Police Department and Fire Department for compliance with applicable code and regulations. Review and approval by the City would ensure that future projects do not substantially impair the adopted emergency response plan or emergency evacuation plan. Therefore, a less than significant impact would occur because of the Project.

- b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

Less than Significant Impact. The Project site is located in a relatively flat area with minimal slope. Further, the site is partially developed with residential and commercial uses and the vacant portion of the site is surrounded by a mix of urban uses. In addition, the site is not located within a wildland, which precludes the risk of wildfire. As such, the risk of downslope winds and other factors that could exacerbate wildfire risks is limited. For these reasons, Project implementation would not change the degree of exposure to wildfires and the Project would have a less than significant impact.

³⁵ Cal Fire, "FHSZ Viewer." Accessed on January 27, 2022, <https://egis.fire.ca.gov/FHSZ/>



- c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

Less than Significant Impact. The Project site is located within the City's SOI in areas with existing or planned urban uses. As such, the site is generally served by existing infrastructure such as roads and utilities. As Project implementation results in future development, the installation and maintenance of new infrastructure would be reviewed and/or conditioned by the City for compliance with applicable standards, specifications, and code. Such infrastructure would be typical for urban uses within an urbanized area and would thereby not exacerbate fire risks or result in temporary or ongoing impacts to the environment. Therefore, a less than significant impact would occur as a result of the Project.

- d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

No Impact. The Project site is located on a relatively flat property with minimal slope and is not subject to downslope, downstream flooding, or landslides. Therefore, the Project would not expose people or structures to significant risks and no impact would occur as a result of the Project.

4.20.3 Mitigation Measures

None required.



4.21 MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

4.21.1 Impact Assessment

- a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish



or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact with Mitigation Incorporated. The analyses of environmental issues contained in this Initial Study indicate that the Project would have potentially significant impacts resulting from the Project for biological resources, cultural resources, and tribal cultural resources. Mitigation measures are incorporated herein to reduce all potentially significant impacts to less than significant with mitigation incorporated. Therefore, the Project would have a less than significant impact.

b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. All project-related impacts were determined to be less than significant. The Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increased need for housing, increase in traffic, air pollutants, etc.). As such, Project impacts are not considered to be cumulatively considerable given the insignificance of project-induced impacts. The impact is therefore less than significant.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly. Standard requirements and conditions have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.



5 MITIGATION MONITORING AND REPORTING PROGRAM

This mitigation measure monitoring and reporting checklist was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15097 and Section 21081.6 of the PRC (PRC). The timing of implementing each mitigation measure is identified in the checklist, as well as identifies the entity responsible for verifying that the mitigation measures applied to a project are performed. Project applicants are responsible for providing evidence that mitigation measures are implemented. As lead agency, the City of Hanford is responsible for verifying that mitigation is performed/completed.

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initials
Biological Resources					
MM BIO-1: The Project shall implement the following measures to mitigate for possible disturbance to Swainson’s hawks if they are nesting within 0.5 miles of the Project site: Avoidance. If feasible, vegetation removal and initial grading of the Project site will occur outside the Swainson’s hawk nesting season (March 1-September 15). Pre-construction Surveys. If vegetation removal and initial grading must occur between March 1 and September 15, a qualified biologist will conduct pre-construction surveys for Swainson’s hawk nests following the survey methodology developed by the Swainson’s Hawk Technical Advisory Committee (SWHA TAC 2000) prior to the onset of these construction activities. In addition, a pre-activity survey for active nests will be conducted by a qualified biologist no more than 10 days prior to the start of Project implementation. Establish Buffers. Should any active nests be discovered within 0.5 miles of proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged.	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		



• Monitor Nest. Should construction activity be necessary within the designated buffer around an active Swainson's hawk nest, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that Swainson's hawks at the nest site are no longer susceptible to deleterious disturbance. • Nest Tree Replacement. In the unlikely event that a SWHA nest tree is found on the site during preconstruction surveys, LOA recommends that the nest tree be replaced with appropriate native tree species plantings at a ratio of 3:1 at or near the Project site or in other immediately suitable lands.					
MM BIO-2: The Project shall implement the following measures to mitigate for loss of suitable habitat and impacts to the San Joaquin kit fox during ground-disturbing activities of the Project site: • Pre-construction Surveys. Preconstruction surveys for the SJKF shall be conducted on and within 200 feet of the project site, where accessible, within 30 days prior to the start of ground disturbance activities on the site. The primary objective is to identify kit fox habitat features (e.g., potential dens and refugia) on and adjacent to the site and evaluate their use by kit foxes. • Avoidance. Should active kit fox dens be detected during preconstruction surveys, the Sacramento Field Office of the USFWS and the Fresno Field Office of CDFW will be notified. A disturbance-free buffer will be established around	Onsite Verification	During Project Construction, prior to ground-disturbing activities	Developer to provide (or comply), City of Hanford to verify.		



the burrows in consultation with the USFWS and CDFW, to be maintained until an agency-approved biologist has determined that the burrows have been abandoned. Exclusion. If the kit fox does not abandon the burrow, then a den exclusion plan will be developed in consultation with USFWS and CDFW. The exclusion plan would, at a minimum, include the following elements. - Kit fox will be excluded from the den(s), outside the natal season (June 1-December 31), through installation of one-way doors consisting of a 5" pipe with a plastic flap over the top. The one-way doors will be installed in all onsite burrows large enough to accommodate the San Joaquin kit fox. The one-way doors will be supported by sandbags to ensure a tight fit in the burrow and to discourage the foxes from digging around the one-way doors to gain access to the dens. - The one-way doors will be monitored for three days through the placement of motion sensing cameras and daily review of the captured images by a qualified biologist. - Once the cameras show no more activity at a den site, the interior of the den will be viewed through the use of a bore scope to ensure kit fox are absent from the dens. - Once the den is determined vacant it will be plugged with sand bags and immediately and carefully excavated following the USFWS Standardized recommendations for protection of the endangered San Joaquin kit fox prior to or during ground disturbance (USFWS 2011). The dens will be completely excavated, backfilled, and compacted to prevent later use by kit foxes.					
MM BIO-3: The Project shall implement the following measures to mitigate for loss of nesting habitat of the Project in compliance with the federal Migratory Bird Treaty Act and relevant Fish and Game Codes:	Onsite Verification	During Project Construction, prior to	Developer to provide (or comply), City of		



• Avoidance. In order to avoid impacts to nesting raptors and migratory birds, the Project will be constructed, if feasible, from September 16th and January 31st, which is outside the avian nesting season. • Preconstruction Surveys. If Project activities must occur during the nesting season (February 1-September 15), a qualified biologist will conduct preconstruction surveys for active raptor and migratory bird nests within 10 days prior to the start of these activities. The survey will include the proposed work area(s) and surrounding lands within 500 feet, where accessible, for all nesting raptors and migratory birds. If no active nests are found within the survey area, no further mitigation is required. • Establish Buffers. Should any active nests be discovered near proposed work areas, no disturbance buffers of 250 feet around active nests of non-listed bird species and 500 feet around active nests of non-listed raptors will be established. If work needs to occur within these no disturbance buffers, a qualified biologist will monitor the nest daily for one week, and thereafter once a week, throughout the duration of construction activity. Should the nature of construction activity significantly change, such that a higher level of disturbance will be generated, monitoring will occur daily for one week and then resume the once-a-week regime. If, at any time, the biologist determines that construction activity may be compromising nesting success, construction activity within the designated buffer will be altered or suspended until the biologist determines that the nest site is no longer susceptible to deleterious disturbance.		ground-disturbing activities	Hanford to verify.		
Cultural Resources					
MM CR-1: In order to avoid the potential for impacts to historic and prehistoric archaeological resources, the following measures shall be implemented, as necessary, in	Onsite Verification	During Project Construction, prior to	Developer to provide (or comply), City of		



conjunction with the construction of each phase of the Project: a. Cultural Resources Alert on Project Plans. The project proponent shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources. b. Pre-Construction Briefing. The project proponent shall retain Santa Rosa Rancheria Cultural Staff to provide a pre-construction Cultural Sensitivity Training to construction staff regarding the discovery of cultural resources and the potential for discovery during ground disturbing activities, which will include information on potential cultural material finds and on the procedures to be enacted if resources are found. c. Stop Work Near any Discovered Cultural Resources. The project proponent shall retain a professional archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. Should previously unidentified cultural resources be discovered during construction of the project, the project proponent shall cease work within 100 feet of the resources, and Kings County Community Development Agency (CDA) shall be notified immediately. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA. d. Mitigation for Discovered Cultural Resources. If the professional archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the project proponent and other appropriate parties of the evaluation and recommended mitigation measures to mitigate the impact to a less-than-significant level. Mitigation		ground-disturbing activities	Hanford to verify.		
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measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the City of Hanford. The archaeologist shall document the resources using DPR 523 forms and file said forms with the California Historical Resources Information System, Southern San Joaquin Valley Information Center. The resources shall be photo documented and collected by the archaeologist for submittal to the Santa Rosa Rancheria's Cultural and Historical Preservation Department. The archaeologist shall be required to submit to the County for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken. e. Native American Monitoring. Prior to any ground disturbance, the project proponent shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground disturbing activities during construction. Tribal participation would be dependent upon the availability and interest of the Tribe. f. Disposition of Cultural Resources. Upon coordination with the City of Hanford, any pre-historic archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.					
MM CR-2. Protection of Buried Human Remains. In order to avoid the potential for impacts to buried human remains, the following measures shall be implemented, as necessary, in conjunction with the construction of each phase of the Project:	Onsite Verification	During Project Construction, prior to ground-	Developer to provide (or comply), City of Hanford to verify.		



a. Pursuant to State Health and Safety Code Section 7050.5(e) and Public Resources Code Section 5097.98, if human bone or bone of unknown origin is found at any time during on- or off-site construction, all work shall stop in the vicinity of the find and the Kings County Coroner shall be notified immediately. If the remains are determined to be Native American, the Coroner shall notify the California State Native American Heritage Commission (NAHC), who shall identify the person believed to be the Most Likely Descendant (MLD). The project proponent and MLD, with the assistance of the archaeologist, shall make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Sec. 15064.5(d)). The agreed upon treatment shall address the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours for the MLD to make their wishes known to the landowner after being granted access to the site. If the MLD and the other parties do not agree on the reburial method, the project will follow Public Resources Code Section 5097.98(e) which states that ". . . the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." b. Any findings shall be submitted by the archaeologist in a professional report submitted to the project applicant, the MLD, the City of Hanford, and the California Historical Resources Information System, Southern San Joaquin Valley Information Center.		disturbing activities			
Tribal Cultural Resources					
See MM CR-1 and CR-2 under Cultural Resources					





6 REPORT PREPARATION

Names of Persons Who Prepared or Participated in the Initial Study:

Lead Agency		
Lead Agency	City of Hanford 317 N. Douty Street Hanford, CA 93230 (559) 585-2578	Mary E. Beatie, Interim Director, Community Development Department
Initial Study Consultant		
Initial Study	Precision Civil Engineering 1234 O Street Fresno, CA 93721 (559) 449-4500	Bonique Emerson, AICP, VP of Planning Jenna Chilingirian, Senior Associate Planner Shin Tu, Assistant Planner



7 APPENDICES



Appendix A: CalEEMod Output Files

Prepared by Precision Civil Engineering, Inc. dated February 1, 2022.

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Lassen Drive Corridor Mixed Use

San Joaquin Valley Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	472.80	1000sqft	21.71	472,843.80	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.7	Precipitation Freq (Days)	45
Climate Zone	3			Operational Year	2025
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot Acreage: total acreage of vacant and underutilized parcels

Square Feet: assumes 50% lot coverage and 1-story buildings

Construction Phase - Lots are vacant thus would not need demolition.

Area Mitigation -

Energy Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	0.00
tblConstructionPhase	PhaseEndDate	6/28/2022	5/31/2022
tblLandUse	LandUseSquareFeet	472,800.00	472,843.80
tblLandUse	LotAcreage	10.85	21.71

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.0 Emissions Summary

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1859	1.7353	1.5734	3.6800e-003	0.3385	0.0747	0.4131	0.1360	0.0695	0.2055	0.0000	329.2458	329.2458	0.0627	0.0117	334.2871
2023	0.2771	2.3539	2.7358	6.8900e-003	0.2233	0.0947	0.3180	0.0609	0.0891	0.1500	0.0000	621.9419	621.9419	0.0765	0.0327	633.5833
2024	3.3224	0.2967	0.4020	8.6000e-004	0.0225	0.0124	0.0349	6.1100e-003	0.0116	0.0177	0.0000	77.5196	77.5196	0.0131	2.7800e-003	78.6745
Maximum	3.3224	2.3539	2.7358	6.8900e-003	0.3385	0.0947	0.4131	0.1360	0.0891	0.2055	0.0000	621.9419	621.9419	0.0765	0.0327	633.5833

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1859	1.7353	1.5734	3.6800e-003	0.3385	0.0747	0.4131	0.1360	0.0695	0.2055	0.0000	329.2456	329.2456	0.0627	0.0117	334.2869
2023	0.2771	2.3539	2.7358	6.8900e-003	0.2233	0.0947	0.3180	0.0609	0.0891	0.1500	0.0000	621.9415	621.9415	0.0765	0.0327	633.5829
2024	3.3224	0.2967	0.4020	8.6000e-004	0.0225	0.0124	0.0349	6.1100e-003	0.0116	0.0177	0.0000	77.5195	77.5195	0.0131	2.7800e-003	78.6744
Maximum	3.3224	2.3539	2.7358	6.8900e-003	0.3385	0.0947	0.4131	0.1360	0.0891	0.2055	0.0000	621.9415	621.9415	0.0765	0.0327	633.5829

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2022	8-31-2022	0.9352	0.9352
2	9-1-2022	11-30-2022	0.7361	0.7361
3	12-1-2022	2-28-2023	0.6808	0.6808
4	3-1-2023	5-31-2023	0.6643	0.6643
5	6-1-2023	8-31-2023	0.6619	0.6619
6	9-1-2023	11-30-2023	0.6595	0.6595
7	12-1-2023	2-29-2024	0.7734	0.7734
8	3-1-2024	5-31-2024	3.0670	3.0670
		Highest	3.0670	3.0670

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	2.1758	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003
Energy	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	712.7508	712.7508	0.0688	0.0136	718.5123
Mobile	1.5399	2.5764	13.6146	0.0318	3.1256	0.0287	3.1543	0.8365	0.0269	0.8634	0.0000	3,006.8169	3,006.8169	0.1639	0.1711	3,061.9049
Waste						0.0000	0.0000		0.0000	0.0000	89.2551	0.0000	89.2551	5.2748	0.0000	221.1258
Water						0.0000	0.0000		0.0000	0.0000	26.6596	58.7492	85.4088	2.7477	0.0658	173.7119
Total	3.7487	2.8759	13.8705	0.0336	3.1256	0.0514	3.1771	0.8365	0.0497	0.8862	115.9148	3,778.3254	3,894.2402	8.2553	0.2505	4,175.2640

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	2.0378	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003
Energy	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	712.7508	712.7508	0.0688	0.0136	718.5123
Mobile	1.5399	2.5764	13.6146	0.0318	3.1256	0.0287	3.1543	0.8365	0.0269	0.8634	0.0000	3,006.8169	3,006.8169	0.1639	0.1711	3,061.9049
Waste						0.0000	0.0000		0.0000	0.0000	89.2551	0.0000	89.2551	5.2748	0.0000	221.1258
Water						0.0000	0.0000		0.0000	0.0000	26.6596	58.7492	85.4088	2.7477	0.0658	173.7119
Total	3.6106	2.8759	13.8705	0.0336	3.1256	0.0514	3.1771	0.8365	0.0497	0.8862	115.9148	3,778.3254	3,894.2402	8.2553	0.2505	4,175.2640

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	3.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2022	5/31/2022	5	0	
2	Site Preparation	Site Preparation	6/29/2022	7/12/2022	5	10	
3	Grading	Grading	7/13/2022	8/30/2022	5	35	

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Building Construction	Building Construction	8/31/2022	1/30/2024	5	370
5	Paving	Paving	1/31/2024	2/27/2024	5	20
6	Architectural Coating	Architectural Coating	2/28/2024	3/26/2024	5	20

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 105

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 709,266; Non-Residential Outdoor: 236,422; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	7.00	231	0.29
Demolition	Excavators	3	8.00	158	0.38
Grading	Excavators	2	8.00	158	0.38
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37

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Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	151.00	77.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	30.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Demolition - 2022**Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.3 Site Preparation - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1000e-004	2.2000e-004	2.4500e-003	1.0000e-005	7.2000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.5984	0.5984	2.0000e-005	2.0000e-005	0.6044
Total	3.1000e-004	2.2000e-004	2.4500e-003	1.0000e-005	7.2000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.5984	0.5984	2.0000e-005	2.0000e-005	0.6044

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1000e-004	2.2000e-004	2.4500e-003	1.0000e-005	7.2000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.5984	0.5984	2.0000e-005	2.0000e-005	0.6044
Total	3.1000e-004	2.2000e-004	2.4500e-003	1.0000e-005	7.2000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.5984	0.5984	2.0000e-005	2.0000e-005	0.6044

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1611	0.0000	0.1611	0.0639	0.0000	0.0639	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0634	0.6798	0.5082	1.0900e-003		0.0286	0.0286		0.0263	0.0263	0.0000	95.4356	95.4356	0.0309	0.0000	96.2072
Total	0.0634	0.6798	0.5082	1.0900e-003	0.1611	0.0286	0.1897	0.0639	0.0263	0.0903	0.0000	95.4356	95.4356	0.0309	0.0000	96.2072

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2000e-003	8.4000e-004	9.5400e-003	3.0000e-005	2.8000e-003	2.0000e-005	2.8100e-003	7.4000e-004	1.0000e-005	7.6000e-004	0.0000	2.3270	2.3270	8.0000e-005	7.0000e-005	2.3504
Total	1.2000e-003	8.4000e-004	9.5400e-003	3.0000e-005	2.8000e-003	2.0000e-005	2.8100e-003	7.4000e-004	1.0000e-005	7.6000e-004	0.0000	2.3270	2.3270	8.0000e-005	7.0000e-005	2.3504

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1611	0.0000	0.1611	0.0639	0.0000	0.0639	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0634	0.6798	0.5082	1.0900e-003		0.0286	0.0286		0.0263	0.0263	0.0000	95.4354	95.4354	0.0309	0.0000	96.2071
Total	0.0634	0.6798	0.5082	1.0900e-003	0.1611	0.0286	0.1897	0.0639	0.0263	0.0903	0.0000	95.4354	95.4354	0.0309	0.0000	96.2071

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2000e-003	8.4000e-004	9.5400e-003	3.0000e-005	2.8000e-003	2.0000e-005	2.8100e-003	7.4000e-004	1.0000e-005	7.6000e-004	0.0000	2.3270	2.3270	8.0000e-005	7.0000e-005	2.3504
Total	1.2000e-003	8.4000e-004	9.5400e-003	3.0000e-005	2.8000e-003	2.0000e-005	2.8100e-003	7.4000e-004	1.0000e-005	7.6000e-004	0.0000	2.3270	2.3270	8.0000e-005	7.0000e-005	2.3504

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0751	0.6871	0.7200	1.1900e-003		0.0356	0.0356		0.0335	0.0335	0.0000	101.9591	101.9591	0.0244	0.0000	102.5698
Total	0.0751	0.6871	0.7200	1.1900e-003		0.0356	0.0356		0.0335	0.0335	0.0000	101.9591	101.9591	0.0244	0.0000	102.5698

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.3300e-003	0.1860	0.0535	7.1000e-004	0.0225	2.0700e-003	0.0245	6.4900e-003	1.9800e-003	8.4700e-003	0.0000	68.0322	68.0322	4.4000e-004	0.0102	71.0826
Worker	0.0227	0.0160	0.1812	4.8000e-004	0.0531	3.0000e-004	0.0534	0.0141	2.8000e-004	0.0144	0.0000	44.1739	44.1739	1.5000e-003	1.3600e-003	44.6179
Total	0.0301	0.2020	0.2347	1.1900e-003	0.0756	2.3700e-003	0.0780	0.0206	2.2600e-003	0.0229	0.0000	112.2060	112.2060	1.9400e-003	0.0116	115.7005

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0751	0.6871	0.7200	1.1900e-003		0.0356	0.0356		0.0335	0.0335	0.0000	101.9590	101.9590	0.0244	0.0000	102.5697
Total	0.0751	0.6871	0.7200	1.1900e-003		0.0356	0.0356		0.0335	0.0335	0.0000	101.9590	101.9590	0.0244	0.0000	102.5697

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.3300e-003	0.1860	0.0535	7.1000e-004	0.0225	2.0700e-003	0.0245	6.4900e-003	1.9800e-003	8.4700e-003	0.0000	68.0322	68.0322	4.4000e-004	0.0102	71.0826
Worker	0.0227	0.0160	0.1812	4.8000e-004	0.0531	3.0000e-004	0.0534	0.0141	2.8000e-004	0.0144	0.0000	44.1739	44.1739	1.5000e-003	1.3600e-003	44.6179
Total	0.0301	0.2020	0.2347	1.1900e-003	0.0756	2.3700e-003	0.0780	0.0206	2.2600e-003	0.0229	0.0000	112.2060	112.2060	1.9400e-003	0.0116	115.7005

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3462	301.3462	0.0717	0.0000	303.1383
Total	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3462	301.3462	0.0717	0.0000	303.1383

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0110	0.4425	0.1355	2.0200e-003	0.0664	2.8600e-003	0.0692	0.0192	2.7400e-003	0.0219	0.0000	193.5100	193.5100	8.3000e-004	0.0290	202.1586
Worker	0.0616	0.0414	0.4885	1.3700e-003	0.1569	8.3000e-004	0.1578	0.0417	7.7000e-004	0.0425	0.0000	127.0857	127.0857	3.9600e-003	3.7000e-003	128.2864
Total	0.0727	0.4838	0.6241	3.3900e-003	0.2233	3.6900e-003	0.2270	0.0609	3.5100e-003	0.0644	0.0000	320.5957	320.5957	4.7900e-003	0.0327	330.4450

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3458	301.3458	0.0717	0.0000	303.1380
Total	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3458	301.3458	0.0717	0.0000	303.1380

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3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0110	0.4425	0.1355	2.0200e-003	0.0664	2.8600e-003	0.0692	0.0192	2.7400e-003	0.0219	0.0000	193.5100	193.5100	8.3000e-004	0.0290	202.1586
Worker	0.0616	0.0414	0.4885	1.3700e-003	0.1569	8.3000e-004	0.1578	0.0417	7.7000e-004	0.0425	0.0000	127.0857	127.0857	3.9600e-003	3.7000e-003	128.2864
Total	0.0727	0.4838	0.6241	3.3900e-003	0.2233	3.6900e-003	0.2270	0.0609	3.5100e-003	0.0644	0.0000	320.5957	320.5957	4.7900e-003	0.0327	330.4450

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0162	0.1479	0.1778	3.0000e-004		6.7500e-003	6.7500e-003		6.3500e-003	6.3500e-003	0.0000	25.5034	25.5034	6.0300e-003	0.0000	25.6542
Total	0.0162	0.1479	0.1778	3.0000e-004		6.7500e-003	6.7500e-003		6.3500e-003	6.3500e-003	0.0000	25.5034	25.5034	6.0300e-003	0.0000	25.6542

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	9.1000e-004	0.0375	0.0112	1.7000e-004	5.6200e-003	2.4000e-004	5.8600e-003	1.6200e-003	2.3000e-004	1.8600e-003	0.0000	16.1123	16.1123	7.0000e-005	2.4100e-003	16.8320
Worker	4.8100e-003	3.0800e-003	0.0382	1.1000e-004	0.0133	7.0000e-005	0.0134	3.5300e-003	6.0000e-005	3.5900e-003	0.0000	10.4838	10.4838	3.0000e-004	2.9000e-004	10.5774
Total	5.7200e-003	0.0406	0.0494	2.8000e-004	0.0189	3.1000e-004	0.0192	5.1500e-003	2.9000e-004	5.4500e-003	0.0000	26.5961	26.5961	3.7000e-004	2.7000e-003	27.4094

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0162	0.1479	0.1778	3.0000e-004		6.7500e-003	6.7500e-003		6.3500e-003	6.3500e-003	0.0000	25.5034	25.5034	6.0300e-003	0.0000	25.6541
Total	0.0162	0.1479	0.1778	3.0000e-004		6.7500e-003	6.7500e-003		6.3500e-003	6.3500e-003	0.0000	25.5034	25.5034	6.0300e-003	0.0000	25.6541

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3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	9.1000e-004	0.0375	0.0112	1.7000e-004	5.6200e-003	2.4000e-004	5.8600e-003	1.6200e-003	2.3000e-004	1.8600e-003	0.0000	16.1123	16.1123	7.0000e-005	2.4100e-003	16.8320
Worker	4.8100e-003	3.0800e-003	0.0382	1.1000e-004	0.0133	7.0000e-005	0.0134	3.5300e-003	6.0000e-005	3.5900e-003	0.0000	10.4838	10.4838	3.0000e-004	2.9000e-004	10.5774
Total	5.7200e-003	0.0406	0.0494	2.8000e-004	0.0189	3.1000e-004	0.0192	5.1500e-003	2.9000e-004	5.4500e-003	0.0000	26.5961	26.5961	3.7000e-004	2.7000e-003	27.4094

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1885
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1885

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3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	2.8000e-004	3.4500e-003	1.0000e-005	1.2000e-003	1.0000e-005	1.2100e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9468	0.9468	3.0000e-005	3.0000e-005	0.9552
Total	4.3000e-004	2.8000e-004	3.4500e-003	1.0000e-005	1.2000e-003	1.0000e-005	1.2100e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9468	0.9468	3.0000e-005	3.0000e-005	0.9552

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1884
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1884

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3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	2.8000e-004	3.4500e-003	1.0000e-005	1.2000e-003	1.0000e-005	1.2100e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9468	0.9468	3.0000e-005	3.0000e-005	0.9552
Total	4.3000e-004	2.8000e-004	3.4500e-003	1.0000e-005	1.2000e-003	1.0000e-005	1.2100e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9468	0.9468	3.0000e-005	3.0000e-005	0.9552

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.2875					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.8100e-003	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5569
Total	3.2893	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5569

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3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.7000e-004	5.6000e-004	6.9000e-003	2.0000e-005	2.4000e-003	1.0000e-005	2.4100e-003	6.4000e-004	1.0000e-005	6.5000e-004	0.0000	1.8935	1.8935	5.0000e-005	5.0000e-005	1.9104
Total	8.7000e-004	5.6000e-004	6.9000e-003	2.0000e-005	2.4000e-003	1.0000e-005	2.4100e-003	6.4000e-004	1.0000e-005	6.5000e-004	0.0000	1.8935	1.8935	5.0000e-005	5.0000e-005	1.9104

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.2875					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.8100e-003	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5568
Total	3.2893	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5568

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.7000e-004	5.6000e-004	6.9000e-003	2.0000e-005	2.4000e-003	1.0000e-005	2.4100e-003	6.4000e-004	1.0000e-005	6.5000e-004	0.0000	1.8935	1.8935	5.0000e-005	5.0000e-005	1.9104
Total	8.7000e-004	5.6000e-004	6.9000e-003	2.0000e-005	2.4000e-003	1.0000e-005	2.4100e-003	6.4000e-004	1.0000e-005	6.5000e-004	0.0000	1.8935	1.8935	5.0000e-005	5.0000e-005	1.9104

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5399	2.5764	13.6146	0.0318	3.1256	0.0287	3.1543	0.8365	0.0269	0.8634	0.0000	3,006.8169	3,006.8169	0.1639	0.1711	3,061.9049
Unmitigated	1.5399	2.5764	13.6146	0.0318	3.1256	0.0287	3.1543	0.8365	0.0269	0.8634	0.0000	3,006.8169	3,006.8169	0.1639	0.1711	3,061.9049

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	4,605.07	1,044.89	330.96	8,330,408	8,330,408
Total	4,605.07	1,044.89	330.96	8,330,408	8,330,408

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.517111	0.052324	0.170980	0.155671	0.027786	0.007423	0.013424	0.026160	0.000649	0.000313	0.023324	0.001439	0.003395

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install High Efficiency Lighting

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	386.7437	386.7437	0.0626	7.5800e-003	390.5680
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	386.7437	386.7437	0.0626	7.5800e-003	390.5680
NaturalGas Mitigated	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444
NaturalGas Unmitigated	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	6.10914e+006	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444
Total		0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	6.10914e+006	0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444
Total		0.0329	0.2995	0.2516	1.8000e-003		0.0228	0.0228		0.0228	0.0228	0.0000	326.0071	326.0071	6.2500e-003	5.9800e-003	327.9444

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	4.17994e+006	386.7437	0.0626	7.5800e-003	390.5680
Total		386.7437	0.0626	7.5800e-003	390.5680

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	4.17994e+006	386.7437	0.0626	7.5800e-003	390.5680
Total		386.7437	0.0626	7.5800e-003	390.5680

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Use Low VOC Paint - Non-Residential Exterior

No Hearths Installed

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	2.0378	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003
Unmitigated	2.1758	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.3287					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.8467					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	4.0000e-004	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003
Total	2.1758	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.3287					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.7086					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	4.0000e-004	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003
Total	2.0378	4.0000e-005	4.3300e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	8.4500e-003	8.4500e-003	2.0000e-005	0.0000	9.0000e-003

7.0 Water Detail

7.1 Mitigation Measures Water

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	85.4088	2.7477	0.0658	173.7119
Unmitigated	85.4088	2.7477	0.0658	173.7119

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	84.0325 / 51.5038	85.4088	2.7477	0.0658	173.7119
Total		85.4088	2.7477	0.0658	173.7119

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	84.0325 / 51.5038	85.4088	2.7477	0.0658	173.7119
Total		85.4088	2.7477	0.0658	173.7119

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	89.2551	5.2748	0.0000	221.1258
Unmitigated	89.2551	5.2748	0.0000	221.1258

Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	439.7	89.2551	5.2748	0.0000	221.1258
Total		89.2551	5.2748	0.0000	221.1258

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	439.7	89.2551	5.2748	0.0000	221.1258
Total		89.2551	5.2748	0.0000	221.1258

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Lassen Drive Corridor Mixed Use - San Joaquin Valley Air Basin, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

11.0 Vegetation



Appendix B: CHRIS Search Records

Prepared by SSJIC dated January 18, 2022.



To: Shin Tu
Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721

Record Search 22-004

Date: January 18, 2022

Re: City of Hanford – Lassen Rezone

County: Kings

Map(s): Hanford 7.5'

CULTURAL RESOURCES RECORDS SEARCH

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

The following are the results of a search of the cultural resource files at the Southern San Joaquin Valley Information Center. These files include known and recorded cultural resources sites, inventory and excavation reports filed with this office, and resources listed on the National Register of Historic Places, the OHP Built Environment Resources Directory, California State Historical Landmarks, California Register of Historical Resources, California Inventory of Historic Resources, and California Points of Historical Interest. Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the OHP are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area.

PRIOR CULTURAL RESOURCE STUDIES CONDUCTED WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

According to the information in our files, there have been no previous cultural resource studies in the project area. There have been eight studies conducted within the one-half mile radius, KI-00028, 00108, 00109, 00110, 00111, 00210, 00229, and 00289.

KNOWN/RECORDED CULTURAL RESOURCES WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

There is one recorded resource within the project area, P-16-00246. It is not known if any other resource exists there. There are eight recorded resources within the one-half mile radius, P-16-000122, 000130, 000131, 000132, 000133, 000289, 000290, and 000476. These resources primarily consist of historic era buildings. They also include an historic era railroad, an historic era canal, and an historic era trash scatter.

Resources P-16-000289 (Taoist Temple, located at 12 China Alley) and P-16-000290 (Hanford Carnegie Library, located at 109 E. 8th Street) have been given National Register status codes of 1S, indicating they are listed in the National Register of Historic Places by the Keeper. They are also listed in the California Register of Historical Resources. Resource P-16-000246, People's Ditch, has been given a National Register status code of 2S2, indicating it has been determined eligible for listing in the National Register of Historic Places by a consensus through the Section 106 process. It is also listed in the California Register of Historical Resources. There are no other recorded cultural resources within the project area or radius that are listed in the National Register of Historic Places, the California Register of Historical Resources, the California Points of Historical Interest, California Inventory of Historic Resources, or the California State Historic Landmarks.

COMMENTS AND RECOMMENDATIONS

We understand this project site includes existing structures. No information was given as to the age of the existing structures or the nature of the project. According to our records, no structures listed at the provided address have ever been recorded or evaluated for historical significance. Therefore, if this project will result in alteration or demolition of any existing structures more than 45 years old, then we recommend the structures first be recorded and evaluated for historical significance. If the project will result in any ground disturbance activities on any undeveloped land, we recommend a qualified, professional consultant first conduct a field survey to determine if any cultural resources are present. If ground disturbance will not take place on any vacant land and no structures more than 45 years old will be impacted, then no further cultural resource investigation is recommended at this time. However, if any cultural resources are unearthed during any ground disturbance activities, all work must halt in the area of the find and a qualified, professional consultant should be called out to assess the findings and make the appropriate mitigation recommendations. A list of qualified consultants can be found at www.chrisinfo.org.

We also recommend that you contact the Native American Heritage Commission in Sacramento. They will provide you with a current list of Native American individuals/organizations that can assist you with information regarding cultural resources that may not be included in the CHRIS Inventory and that may be of concern to the Native groups in the area. The Commission can consult their "Sacred Lands Inventory" file to determine what sacred resources, if any, exist within this project area and the way in which these resources might be managed. Finally, please consult with the lead agency on this project to determine if any other cultural resource investigation is required. If you need any additional information or have any questions or concerns, please contact our office at (661) 654-2289.

By:



Celeste M. Thomson, Coordinator

Date: January 18, 2022

Please note that invoices for Information Center services will be sent under separate cover from the California State University, Bakersfield Accounting Office.



Appendix C: Early Consultation Letters

Received by the City of Hanford.

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 981-7373 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov



October 4, 2021

06-KIN-198-0000001062
GPA #2021-01 RZ#2021-09
GENERAL PLAN AMENDMENT/REZONE
GENERAL PLAN AMENDMENT CITY OF HANFORD

Sent via email

Gabrielle Meyers
Community Development-Planning Division
315-321 North Douty Street
Hanford, CA 93230

Dear Gabrielle Meyers:

Thank you for the opportunity to review the General Plan Amendment and Rezone at four different locations. The Amendment No. 2021-01 A requests to change the current designation of 1.04 acres of Downtown Mixed-Use to Service Commercial. The Amendment No. 2021-01 B requests to change the current designation of 1.45 acres of Neighborhood Mixed Use to Regional Commercial. The Amendment No. 2021-01C is to change the current designation of 28 acres of Medium-Density Residential to Corridor Mixed Use. The Amendment No. 2021-01 D is to change the 2.06 acres of Corridor Mixed Use to Public Utility. All four rezones are considered infill development and are located in the City of Hanford, in Kings County.

The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development -Intergovernmental Review (LD-IGR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

Gabrielle Meyers
 October 4, 2021
 Page 2

1. Caltrans recommends that the future site plans for any of the proposed development be submitted to Caltrans for review when the plans are available. If the City of Hanford requires the Project to conduct a Traffic Impact Study, Caltrans would like the opportunity to review and comment on the Scope of Work.
2. It is recommended that the City and Kings County should consider the importance of developing a traffic impact fee program to fund future improvements to local and State facilities driven by the continuous and accumulated impacts of development in the region. Caltrans, in the past, has partnered with the City as well as the County on various improvement projects on SR 198 and will continue to partner with the City future need project in the area.
3. Given that the future development may attract regional traffic, **Caltrans recommends the project proponents(s) conduct a vehicle-miles traveled (VMT) study once development is proposed.** In the absence of a local agency VMT guideline, the preparer should refer to the Caltrans Vehicle Miles Traveled-Focused Transportation Impact Study Guide, dated May 20, 2020. Improvements for existing/future bike and pedestrian facilities on roads in the vicinity of the Project and connectivity between home to work/home to shops should be considered and included in the VMT mitigation plan.
4. Alternative transportation policies should be applied to the development. An assessment of multi-modal facilities should be conducted to develop an integrated multi-modal transportation system to serve and help alleviate traffic congestion caused by the project and related development in this area of the City. The assessment may include pedestrian walkways linking this proposal to an internal project area walkway, transit facilities, as well as other walkways in the surrounding area.

If you have any further questions, please contact Nicholas Isla at (559) 981-7373 or email nicholas.isla@dot.ca.gov.

Sincerely,



Edgar Hernandez, Associate Transportation Planner
 Transportation Planning – North

Signing on Behalf of:
 DAVID PADILLA, Branch Chief
 Transportation Planning – North

"Provide a safe and reliable transportation network that serves all people and respects the environment"

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

Hello Gabrielle,

Attached is the signed request for comments for the General Plan Amendment No. 2021-01 (Part A-D), Rezone No. 2021-09 – 2021-12, and Associated Entitlements.

At this time our department has no comments for the proposed rezoning or amendments to the general plan; however, regarding the SPR 2021-05 (Holiday Inn Express), our department would like to include the following comments:

1. If service of a continental breakfast or other meal prep area is proposed, the facility will need to obtain an annual food vending permit from our department. All food service equipment must be new, commercial grade, and approved for food service by an independent testing agency. A pre-construction plan check of the food service area may also be required. Please contact our office at 559-584-1411 for additional information prior to construction.
2. The applicant must submit to our department 3 sets of complete construction plans for the swimming pool and/or spa to be reviewed for compliance with applicable California and local codes and regulations. No construction of the pool or spa is permitted without prior written approval from our department. To access the plan check application visit our website at <http://www.countyofkings.com/Health/ehs/forms>.
3. Annual fees to operate a public swimming pool and spa, continental breakfast area and operation of the hotel/motel are required by this department. If you have any questions, please contact us at 559-584-14711.

Thank you for this opportunity and please let me know if you have any questions.

Liliana Stransky, MPA, REHS

Environmental Health Officer

Kings County Department of Public Health

330 Campus Drive | Hanford, CA | 93230

Phone: (559)852-2628 | Fax: (559)584-6040

www.countyofkings.com/ehs



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NATIVE AMERICAN HERITAGE COMMISSION

October 25, 2021

Gabrielle de Silva Myers
City of Hanford

Via Email to: gmyers@cityofhanfordca.com

Re: Native American Consultation, Pursuant to Senate Bill 18, Government Code §65352.3 and §65352.4, General Plan Amendment No. 2021-01 (Part A through D); Rezone No. 2021-09, -10, -11, and -12 Project, Kings County

Dear Ms. Myers:

Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above referenced counties.

Government Code §65352.3 and §65352.4 require local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when creating or amending General Plans, Specific Plans and Community Plans.

The law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction. The NAHC believes that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

The NAHC also believes that agencies should also include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:
 - A listing of any and all known cultural resources that have already been recorded or are adjacent to the APE, such as known archaeological sites;
 - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
 - Whether the records search indicates a low, moderate or high probability that unrecorded cultural resources are located in the APE; and
 - If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.
2. The results of any archaeological inventory survey that was conducted, including:
 - Any report that may contain site forms, site significance, and suggested mitigation measures.



CHAIRPERSON
Laura Miranda
Luiseño

VICE CHAIRPERSON
Reginald Pagaling
Chumash

SECRETARY
Merri Lopez-Keifer
Luiseño

PARLIAMENTARIAN
Russell Attebery
Karuk

COMMISSIONER
William Mungary
Paiute/White Mountain
Apache

COMMISSIONER
Julie Tumamait-Stenslie
Chumash

COMMISSIONER
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EXECUTIVE SECRETARY
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nahc@nahc.ca.gov
NAHC.ca.gov

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code §6254.10.

3. The result of the Sacred Lands File (SLF) check conducted through the Native American Heritage Commission. The request form can be found at <http://nahc.ca.gov/wp-content/uploads/2015/08/Local-Government-Tribal-Consultation-List-Request-Form-Update.pdf>.
4. Any ethnographic studies conducted for any area including all or part of the APE; and
5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event, that they do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we are able to assure that our consultation list remains current.

If you have any questions or need additional information, please contact me at my email address: Andrew.Green@nahc.ca.gov.

Sincerely,



Andrew Green
Cultural Resources Analyst

Attachment

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

From: [Samantha McCarty](#)
To: [Gabrielle Myers](#)
Cc: [Shana Powers](#); [Maria Gonzales](#); [William K. Barrios](#); [Paige Berggren](#); [Damion Cuara](#)
Subject: RE: General Plan Amendment No. 2021-01 (Part A-D), Rezone No. 2021-09 - 2021-12, and Associated Entitlements
Date: Tuesday, October 19, 2021 2:20:02 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Gabrielle,

I apologize, I realize I made a mistake in my response to you. This email will have the correct response.

Thank you for contacting the Santa Rosa Rancheria Tachi-Yokut Tribe regarding: General Plan Amendment No. 2021-01 (Part A-D), Rezone No. 2021-09 - 2021-12, and Associated Entitlements. The Tribe has concerns with parts A and B and is requesting to have monitors on site for all future development. If you have any questions, comments, and or concerns please contact myself or the Santa Rosa Rancheria Cultural Department. Thank you.

Sincerely,

Samantha McCarty

Santa Rosa Rancheria Tachi-Yokut Tribe

Cultural Specialist II

SMcCarty@tachi-yokut-nsn.gov

Office: (559) 924-1278 x 4091

Cell: (559) 633-6640

***PLEASE KEEP ALL CULTURAL STAFF IN EMAILS UNLESS STATED OTHERWISE**

From: Samantha McCarty
Sent: Tuesday, October 19, 2021 2:14 PM
To: gmyers@cityofhanfordca.com
Cc: Shana Powers <spowers@tachi-yokut-nsn.gov>; Maria Gonzales <mgonzales@tachi-yokut-nsn.gov>; William K. Barrios <wbarrios@tachi-yokut-nsn.gov>; Paige Berggren <pberggren@tachi-yokut-nsn.gov>; Damion Cuara <dcuara@tachi-yokut-nsn.gov>
Subject: General Plan Amendment No. 2021-01 (Part A-D), Rezone No. 2021-09 - 2021-12, and Associated Entitlements

Dear Gabrielle,

Thank you for contacting the Santa Rosa Rancheria Tachi-Yokut Tribe regarding: General Plan Amendment No. 2021-01 (Part A-D), Rezone No. 2021-09 - 2021-12, and Associated Entitlements. The Tribe has concerns with parts A and B and is requesting to have monitors on site for all ground

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)

disturbance related to the project. If you have any questions, comments, and or concerns please contact myself or the Santa Rosa Rancheria Cultural Department. Thank you.

Sincerely,

Samantha McCarty

Santa Rosa Rancheria Tachi-Yokut Tribe

Cultural Specialist II

SMcCarty@tachi-yokut-nsn.gov

Office: (559) 924-1278 x 4091

Cell: (559) 633-6640

*PLEASE KEEP ALL CULTURAL STAFF IN EMAILS UNLESS STATED OTHERWISE

Attachment: Attachment 1 ISMND 2022-31 (Lassen GPA 2021-01 C)



September 9, 2021

Gabrielle Myers
City of Hanford
317 N Douty St
Hanford, CA 93230

Ref: Gas and Electric Transmission and Distribution

Dear Gabrielle Myers,

Thank you for submitting the Site Plan Review No 2021-22 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management



Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [$24/2 + 24 + 36/2 = 54$] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ($90^\circ \pm 15^\circ$). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

Kurt Lavenson & Lesly Avedisian

1842 Leimert Boulevard
Oakland, CA 94602
510-530-0970

October 26, 2022

Natalie Corral
City Clerk
City of Hanford
319 N. Douty Street
Hanford, CA 93230
via email to: Ncorral@cityofhanfordca.com

RE: **General Plan Amendment 2021-01C and Pre/Rezone 2021-11**
Specifically parcels: **014-221-020 and 014-221-026**

Dear Ms. Corral,

We are writing to provide our comments for the City Council Meeting meeting scheduled for November 1, 2022, specifically General Plan Amendment No. 2021-01C and the Pre-Zone/Rezone 2021-11. As long-time owners of land within the subject site (also known as a portion of Island #4 pending Annexation) we support and are strongly in favor of the proposed General Plan Amendment and the Rezoning.

We also support the General Plan Amendment and Pre/Rezoning for its effect on our neighbors who own adjacent parcels described in the hearing notice. It is important to us, and we think it is important to the larger community, that development in the pending Island #4 Annexation area be allowed and encouraged. The zoning change from Medium Density Residential (R-M) to Corridor Mixed Use (MX-C) will facilitate this.

The General Plan Amendment and Pre/Rezoning will alleviate a serious conflict with the Kings County Airport Land Use Compatibility Plan (ALUCP) that prohibits most forms of residential development. After the rezoning, the land could be developed into an array of mixed uses, including some specified residential uses, in combinations that satisfy the conditions of the ALUCP. That will provide the maximum benefit to this growing area of the community and to the resurgence of commerce along E. Lacey Boulevard.

We thank you and the City Council members for your time and attention on these matters and we appreciate all of the efforts of the Planning Department to resolve the General Plan conflicts.

Sincerely,



Kurt Lavenson

Lesly Avedisian



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: A
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SUBJECT:

PW: Approval of amendments to two (2) existing Energy Services Contracts with ENGIE Services to waive approximately \$500,000 in under performance penalties; reduce future performance guarantees by 25%; and provide for a ten year Operation and Maintenance (O&M) contract valued at \$1,059,974.

RECOMMENDATION:

It is recommended that Council approve amendments to two Energy Services Contracts with ENGIE Services that will eliminate approximately \$500,000 in under performance penalties, reducing the future performance guarantees by 25%, and providing a ten-year Operation and Maintenance (O&M) contract valued at \$1,059,974.

BACKGROUND:

In November 2011, City entered into a \$4,325,556 contract with Chevron Energy Services, later ENGIE, to design and install a 1 megaWatt (mW) solar photo-voltaic system to reduce grid-supplied power use at the City's wastewater treatment facility. For convenience, this contract will be referred to as Phase 1.

Then, in March 2014, City entered into a second contract with Chevron, valued at \$9,995,139, to design and install an additional 2.2 mW solar system adjacent to the first. In addition, this contract made energy efficiency upgrades to 15 city-owned facilities. Upgrades included facility interior and exterior lighting improvements, conversion of 181 high intensity discharge traffic light heads to LED fixtures, replacement of 108 street name fixtures with LED lighting, and the installation of 120 workstation occupancy controllers. For convenience, this contract will be referred to as Phase 2.

Both contracts included a ten-year maintenance warranty and a 15-year minimum production guarantee. The ten-year maintenance contract for Phase 1 will expire in 2023. The Phase 2 maintenance contract will expire in 2026.

Over the lifetime of the projects, the solar systems have under-performed by about 15%. Per the terms of the existing contract, ENGIE made under-performance payments to City of approximately \$120,000 during the first few years after installation. For the most part, the under-performance was due to a collection of relatively minor component failures.

At issue now is an additional under performance payment to City of about \$500,000, which has resulted from large, critical component failures such as the main breaker and multiple string inverters. Due to supply chain disruptions, these components took several months to receive, resulting in all or a large portion of the system remaining offline, resulting in a significant loss of production. These components have all been replaced and the systems are now functioning in line with what is expected.

ENGIE is proposing an alternative to the cash payment.

In lieu of the cash payment, the recommended amendment would establish a ten-year O&M agreement whereby ENGIE would assume all operation and maintenance of the system, including real-time monitoring, repair work, cleaning, and reporting. The value of the services is \$1,059,974 over the ten-year period. In addition, to ensure timely repairs are made as needed, ENGIE has agreed to provide a production guarantee, though at a 25% reduced rate.

In evaluating the amendment, staff looked at historical monthly performance data. Production data tracks closely with guaranteed numbers except when major components failed. Once repairs were made, the system rebounded to expected performance. This is important because going forward, it is unlikely City would see payments anywhere approaching those of the past. As such, the value that City will receive from the ten-year O&M agreement far exceeds what could be expected from the pending and future under performance payments.

It is also important to note that despite the fact that ENGIE could have contested some of the prior payments as resulting from City's actions or inactions (such as cleaning frequency), they did not do so. ENGIE has stood by the terms of the contracts agreed to by their predecessor, Chevron Energy Solutions. In addition, the services being offered are twice the value of the pending payment.

FISCAL IMPACT:

In lieu of an under performance payment to City of approximately \$500,000, ENGIE will provide ten years of Operation and Maintenance (O&M) services valued at \$1,059,974.

ATTACHMENTS:

City of Hanford Phases 1 & 2 OM Services 20221013

City of Hanford Executed Energy Services Contract

City of Hanford Phase 2 Executed Contract

ENGIE Services U.S. Inc.
150 E. Colorado Blvd., Suite 360
Pasadena, CA 91105

Ed Jakimzak
Project Director
Tel 714 482-5182
edward.jakimzak@engie.com



October 13, 2022

Mr. Jim Ross
Deputy Public Works Director
City of Hanford
900 S. 10th Avenue
Hanford, CA 93230

RE: Post-Construction Services Amendments to the Phase I Energy Services Contract (CU1236) dated November 1, 2011, and the Phase II Energy Savings Contract (CU1408) dated March 18, 2014 by and between ENGIE Services U.S. Inc. and City of Hanford (collectively, as amended by all Change Order(s) to date, the "Contracts").

Dear Mr. Ross:

This amendment letter ("Amendment") is an agreement by the City of Hanford and ENGIE Services U.S.'s to amend the Contracts to provide ten (10) years of complimentary Solar PV O&M Services (as defined in Scope of Work below) and adjust the savings guarantees as set forth below.

I. Energy Services Contract CU1236 and its Change Order No. 1 (Phase I)

1. Attachment H (SAVINGS MEASUREMENT & VERIFICATION PLAN)
 - a. In subclause 1.(b) the *Total Projected PV Production* table is to be amended as follows:

Year	Total Annual Production (kWh)
1	1,993,590
2	1,983,622
3	1,973,704
4	1,963,835
5	1,954,016
6	1,458,185
7	1,450,894
8	1,443,639
9	1,436,421
10	1,429,239
11	1,422,093
12	1,414,982
13	1,407,907
14	1,400,868
15	1,393,863

2. Attachment K (MAINTENANCE SERVICES)
 - a. In subclause I., term shall be amended by deleting the phrase “up to ten (10) years from the M&V Commencement Date” and replacing it with the phrase “up to twenty (20) years from the M&V Commencement Date”.
 - b. Subclause II. shall be deleted in its entirety.
 - c. Subclause III. shall be deleted in its entirety, and replaced with the following:

“III. Preventive Maintenance Services Provided

The following PM Services will be provided during the term:

Scope of Work

1. Preventative Maintenance:

Inspections and Electrical Testing

- Inspect PV module arrays, panel mounting, wiring, and array support structure
- Inspect tracker system for correct operation, and mechanical and structural integrity
- Inspect monitoring equipment and weather stations to ensure good working order
- Inspect and perform thermal scanning tests on all inverter switch boxes, inverter control board terminations, disconnect switch panels, PV systems transformers and interconnection where medium voltage is accessible
- DC String Testing: Perform IV Curve Testing or Voc and string circuit tests if no data is available from the monitoring system
- Verify energy meters and inverter HMI readings are properly calibrated
- Follow manufacturer’s recommendation for factory-certified inverter inspection and cleaning
- Quarterly inverter filter cleaning – replacing as needed
- Torque wiring connections where needed
- Complete comprehensive annual report with all documented inspection and testing results
- Provide a complete list of recommendation for any repairs needed and to improve the system operation
- Dedicated customer SharePoint website to access all pertinent information related to the system site services, deliverables, as-builts and more

2. Solar Panel Inspection and Cleaning:

Array Visual Inspection

- Visually inspect arrays, panel mounting clips, solar panel ground clips, solar panel ground wire, DC string wiring, and DC combiner boxes. Note any rust, missing labels, clips, wire chaffing/deterioration, hanging wires, water infiltration, structural damage, or other problems
- Identify broken modules on a site plan for follow up replacement
- Take ‘Before Washing’ Photos

Array Cleaning

- To be performed on semi-annual basis
- Proper lift equipment will be used as needed when reaching above solar modules
- Water used for cleaning will be near ambient temperature
- Will avoid washing broken solar panels to prevent electrical shortage
- Clean modules surface & frames, according to solar panel manufacturer’s warranty specifications

3. Performance Monitoring & Reporting

- a. Monitor system performance on a daily basis. The automated alarming system notifies both subscribed customers and our field team simultaneously of any issue via email.
- b. Monthly PV Performance Reports. Comparison of actual vs. predicted production enables us to track performance loss and recommend corrective maintenance to minimize lost production and downtime.
- c. Analytic and performance reports are available 24/7/365 from the monitoring system website. Unlimited users can instantly pull up to date reports as needed. Additionally, users can subscribe to automated customized reports that are emailed at the frequency the user selects

- d. System performance is evaluated by comparing onsite solar Inverter and Net Generation Output Meter (NGOM) production data and actual onsite measured weather data to the production values predicted by PVsyst modeling software. These weather-adjusted evaluations are performed automatically within the monitoring system software and always available as reports on the website. These production evaluations are also alarmed on if production is deficient by 5% or more from the predictive model. We look for these greater-than-predicted degradations which may indicate the need for further inspection and possible recommendation for panel washing

4. Warranty Management

- a. ENGIE manages your remaining equipment warranty with the manufacturer and handles all required paperwork. All new equipment and systems installed under this program are covered with a minimum one-year materials and workmanship warranty
- b. Upon completion of any maintenance or repair work, ENGIE will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations.
- c. If ENGIE is no longer the provider of Maintenance Services, the Customer's new provider will maintain similar service logs. ENGIE shall have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed."

II. Energy Services Contract CU1408 (Phase II)

1. Attachment H (SAVINGS MEASUREMENT & VERIFICATION PLAN)
- a. In subclause 1.(b), *Table H-2: Projected PV Production for ECM PV-1* is to be amended as follows:

Year	Total Annual Production (kWh)
1	4,482,940
2	4,460,525
3	4,438,223
4	3,312,024
5	3,295,463
6	3,278,985
7	3,262,589
8	3,246,275
9	3,230,043
10	3,213,892
11	3,197,821
12	3,181,831
13	3,165,921
14	3,150,090
15	3,134,339

2. Attachment K (MAINTENANCE SERVICES)
- a. In subclause I., term shall be amended by deleting the phrase "up to ten (10) years from the M&V Commencement Date" and replacing it with the phrase "up to seventeen (17) years from the M&V Commencement Date".
- b. Subclause II. shall be deleted in its entirety.
- c. Subclause III. shall be deleted in its entirety, and replaced with the following:

"III. Preventive Maintenance Services Provided

The following PM Services will be provided during the term:

Scope of Work

1. Preventative Maintenance:

Inspections and Electrical Testing

- Inspect PV module arrays, panel mounting, wiring, and array support structure
- Inspect tracker system for correct operation, and mechanical and structural integrity
- Inspect monitoring equipment and weather stations to ensure good working order
- Inspect and perform thermal scanning tests on all inverter switch boxes, inverter control board terminations, disconnect switch panels, PV systems transformers and interconnection where medium voltage is accessible
- DC String Testing: Perform IV Curve Testing or Voc and string circuit tests if no data is available from the monitoring system
- Verify energy meters and inverter HMI readings are properly calibrated
- Follow manufacturer's recommendation for factory-certified inverter inspection and cleaning
- Quarterly inverter filter cleaning – replacing as needed
- Torque wiring connections where needed
- Complete comprehensive annual report with all documented inspection and testing results
- Provide a complete list of recommendation for any repairs needed and to improve the system operation
- Dedicated customer SharePoint website to access all pertinent information related to the system site services, deliverables, as-builts and more

2. Solar Panel Inspection and Cleaning:

Array Visual Inspection

- Visually inspect arrays, panel mounting clips, solar panel ground clips, solar panel ground wire, DC string wiring, and DC combiner boxes. Note any rust, missing labels, clips, wire chaffing/deterioration, hanging wires, water infiltration, structural damage, or other problems
- Identify broken modules on a site plan for follow up replacement
- Take 'Before Washing' Photos

Array Cleaning

- To be performed on semi-annual basis
- Proper lift equipment will be used as needed when reaching above solar modules
- Water used for cleaning will be near ambient temperature
- Will avoid washing broken solar panels to prevent electrical shortage
- Clean modules surface & frames, according to solar panel manufacturer's warranty specifications

3. Performance Monitoring & Reporting

- a. Monitor system performance on a daily basis. The automated alarming system notifies both subscribed customers and our field team simultaneously of any issue via email.
- b. Monthly PV Performance Reports. Comparison of actual vs. predicted production enables us to track performance loss and recommend corrective maintenance to minimize lost production and downtime.
- c. Analytic and performance reports are available 24/7/365 from the monitoring system website. Unlimited users can instantly pull up to date reports as needed. Additionally, users can subscribe to automated customized reports that are emailed at the frequency the user selects
- d. System performance is evaluated by comparing onsite solar Inverter and Net Generation Output Meter (NGOM) production data and actual onsite measured weather data to the production values predicted by PVsyst modeling software. These weather-adjusted evaluations are performed automatically within the monitoring system software and always available as reports on the website. These production evaluations are also alarmed on if production is deficient by 5% or more from the predictive model. We look for these greater-than-predicted degradations which may indicate the need for further inspection and possible recommendation for panel washing

4. Warranty Management & Repair Logs

- a. ENGIE manages your remaining equipment warranty with the manufacturer and handles all

required paperwork. All new equipment and systems installed under this program are covered with a minimum one-year materials and workmanship warranty

- b. Upon completion of any maintenance or repair work, ENGIE will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations.
- c. If ENGIE is no longer the provider of Maintenance Services, the Customer's new provider will maintain similar service logs. ENGIE shall have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed."

Value of Services

Below is the value of the services being provided at no cost to City of Hanford as consideration for this Amendment to the Guaranteed Savings under both Contracts, including forgiveness by City of Hanford of any past Guarantee Shortfalls under either or both Contracts:

Year	Preventive Maintenance	Panel Washing	Performance Monitoring	Total O&M Cost
2023	\$50,302	\$33,500	\$8,660	\$92,462
2024	\$51,811	\$34,505	\$8,920	\$95,236
2025	\$53,365	\$35,540	\$9,187	\$98,093
2026	\$54,966	\$36,606	\$9,463	\$101,036
2027	\$56,615	\$37,705	\$9,747	\$104,067
2028	\$58,314	\$38,836	\$10,039	\$107,189
2029	\$60,063	\$40,001	\$10,340	\$110,404
2030	\$61,865	\$41,201	\$10,651	\$113,717
2031	\$63,721	\$42,437	\$10,970	\$117,128
2032	\$65,633	\$43,710	\$11,299	\$120,642
Total	\$576,655	\$384,041	\$99,276	\$1,059,974

For the avoidance of doubt, no Guarantee Payments are due or owing for any prior years under either Contract.

[Signatures on the following page.]

All other provisions of the Contracts shall remain in full force and effect. If there is any conflict between this Amendment and any provision of the Contracts, the provisions of this Amendment shall control.

This Amendment is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties as it relates to the subject matter contained herein. No extrinsic evidence of any kind or character may be admitted to supplement, vary, explain, or otherwise amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Contract(s) superseding this Amendment.

Sincerely,
ENGIE SERVICES U.S.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: _____, 2022

ENGIE SERVICES U.S. INC.

CITY OF HANFORD

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

cc: Ed Jakimzak, ENGIE Services U.S.
Ashu Jain, ENGIE Services U.S.
Gary Reams, ENGIE Services U.S.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**



**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company
Chevron ES Project #: DWCES-50047
Chevron ES Contract # CU 1236**

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of the 1st day of November, 2011, by and between **Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc.**, a Pennsylvania corporation ("Chevron ES"), and City of Hanford (the "Customer" and together with Chevron ES the "Parties" and each of Customer and Chevron ES a "Party").

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C (the "Facilities") and Customer wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, the engineering, procurement, construction management, installation, construction and training for a solar generation project and identifying supply-side and/or demand-side energy conservation measures ("ECMs"); and

WHEREAS, in compliance with California Government Code §§4217.10 through 4217.18, the City Council, by adoption of Resolution No. 11-49-R, at its meeting of November 1, 2011, approved this Contract by and between Chevron ES and the Customer and authorized the City Manager to execute this Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, the defined terms herein shall have the meaning set forth as follows:

"**AAA**" is defined in Section 21.01.

"**Abnormally Severe Weather Conditions**" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work is then being performed. For the avoidance of doubt, the term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"**Accumulated Savings**" means, as of any date of determination, the cumulative total of Excess Savings.

"**Act**" is defined in ARTICLE 16.

"**Actual Energy Rate**" means, for any Measurement Period, utility rates calculated by Chevron ES using actual utility billing information supplied by the Customer for that Measurement Period.

"**Affiliate**" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and ownership of fifty percent (50%) or more of the voting securities of another Person shall create a rebuttable presumption that such Person controls such other Person..

"**Annual Guarantee Fee**" means a fee payable annually in advance by the Customer to Chevron ES. The Annual Guarantee Fee for the first Measurement Period shall be \$16,370.00. The Annual Guarantee Fee shall be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

"Annual Maintenance Fee" means a fee payable annually in advance by the Customer to Chevron ES. The Annual Maintenance Fee for the first Measurement Period shall be \$22,637. The Annual Maintenance Fee shall be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

"Applicable Law" means any statute, law, treaty, building codes, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority or competent jurisdiction, as may be in effect at the time the Work is undertaken.

"Applicable Permits" means all permits, waivers, authorizations, or licenses issued or required to be issued by any Governmental Authority in connection with the Work.

"ARRA" is defined in ARTICLE 15.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Attachment" means the following attachments to this Contract, each of which is an "Attachment:"

Attachment A	Form of Performance Bond
Attachment B	Form of Payment Bond
Attachment C	Customer's Facilities
Attachment D	Scope of Work
Attachment E	Project Schedule
Attachment F	Progress Payment Schedule
Attachment G	Standards of Occupancy and Control
Attachment H	Energy Savings Measurement & Verification Plan
Attachment I	List of Incentives
Attachment J	Monitoring Installation Scope of Work
Attachment K	Preventive Maintenance Services

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings determined in the manner set forth in Attachment H, for such number of Measurement Periods.

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in the Savings Measurement and Verification Plan and used by Chevron ES to calculate the EC Savings.

"Baseline" means the energy use established by Chevron ES from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

"Beneficial Use" means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purpose. A Certificate of Beneficial Use, which identifies when Customer took Beneficial Use of the Work, shall be prepared and issued by Chevron ES to the Customer and subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment D.

"Business Day" means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

"CEQA" means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

"Change" means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work.

"Change in Law" means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker's compensation, payroll or withholding tax law).

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

"Change Order" means a written document, signed by both Chevron ES and the Customer, authorizing Chevron ES to perform a Change. The Change Order shall modify the Scope of Work and shall identify: (i) the applicable Change; (ii) any additional compensation to be paid to Chevron ES to perform such Change; and (iii) any extensions of time to the Project Schedule.

"Chevron ES" is defined in the Preamble.

"Chevron ES Warranty" is defined in ARTICLE 9.

"Claims" means any and all actions, claims, losses, damages, expenses, or liabilities of either Party arising from or as a result of this Contract, any addenda to this Contract, and/or Change Orders.

"Construction" means any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

"Construction Documents" means the final designs, drawings, and specifications that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract and its Attachments.

"Construction Period" means the period beginning with the first day of the month in which equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

"Contract" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein), as well as all amendments, restatements, supplements and other modifications hereto.

"Contract Amount" means Four Million Three Hundred Twenty-Five Thousand Five Hundred Fifty-Six Dollars (\$4,325,556), exclusive of the Annual Guarantee Fee and Annual Maintenance Fee.

"Contract Bonds" is defined in Section 11.04.

"Contract Effective Date" means the date this Contract is fully executed and is in full force and effect.

"CSI" is defined in Section 5.02(g)(xiv).

"Customer" is defined in the Preamble.

"DAS" is defined in Section 5.02(g)(xii).

"Delay" means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work.

"Dispute" is defined in Section 21.01.

"EC Savings" means the savings in units of dollars (\$) calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan, achieved through the reduction in consumption or demand through implementation of the Work.

"ECM" is defined in the Recitals.

"Energy Delivery Point" means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

"Energy Rate Factors" means factors identified by Chevron ES which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in Section 20.04.

"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the fifteenth (15th) anniversary of the M&V Commencement Date; (ii) the termination of this Contract; (iii) the termination by the Customer of the Savings Guarantee in accordance with Section 20.07; or (iv) the failure by the Customer to pay the Annual Guarantee Fee in accordance with Section 20.08(a).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan, achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by Chevron ES which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Event of Default" is defined in ARTICLE 12.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in Section 20.09(d).

"Excusable Delay" means (i) any act or failure to act of, or other Delay caused by, or negligence of, Customer or its agents, employees subcontractors or other Persons for whom Customer is responsible (expressly excluding, however, Chevron ES when acting as agent or subcontractor under this Contract, whether in its individual capacity or as contractor); (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by any Governmental Authority, other than a failure caused by the action or inaction of the Chevron ES; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Customer; (iv) suspension of Work in whole or in part by Customer; (v) unforeseen site conditions, including discovery or existence of Hazardous Substances; (vi) the occurrence of an event of Force Majeure; (vii) any breach of this Contract by Customer or any breach of any Interconnection Agreement; (viii) damage to any equipment or other item of Work caused by the act or omission of Customer, any of its agents or employees, or any other Person for whom Customer is responsible; (ix) information provided to Chevron ES by Customer or Utility is later found to be inaccurate or incomplete; (x) any Change in Law; (xi) Delay caused by pending arbitration; or (xii) any other cause outside Chevron ES's control.

"Facilities" is defined in Attachment C hereto.

"Final Completion" means when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, and delivery to the Customer of the final documentation (as-built drawings, O&M Manuals, and warranty documentation). A certificate of Final Completion may be executed for an individual subcontract, a specific building, a site, or a portion of the Work. A certificate of Final Completion will be executed at the Final Completion of the entire Work.

"Force Majeure" means acts or events that are beyond the reasonable control of the affected Party and not caused by the negligence or fault of the Party affecting, including but not limited to any of the following: (i) acts of God; (ii) acts of the public enemy or terrorist acts; (iii) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (iv) work by local Utility; (v) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (vi) sabotage, vandalism, riots or civil disobedience; (vii) labor disputes or strikes; (viii) labor or material shortages, delay in manufacturing and deliveries of equipment (if such delay is caused by an event that would otherwise constitute Force Majeure); (ix) restraint by court order or public authority (whether valid or invalid); (x) inability to obtain or keep in force any Applicable Permit; (xi) Abnormally Severe Weather Conditions; (xii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xiii) requirement by Utility that any Generating Facility discontinue operation for any reason; (xiv) appropriation or diversion of electricity by sale or order of any Governmental Authority; (xv) any other action by any Governmental Authority which prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xvi) any Utility power outage at any Facility.

"Generating Facility" means the photovoltaic, solar powered generating facility located at 10555 Houston Ave, Hanford, CA 93230, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect such solar power plant to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by Chevron ES to the Customer in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to Section 20.01(b); or (ii) additional energy services or energy saving retrofits requested by the Customer with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to Section 20.01(c).

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

"Guarantee Shortfall" means an amount calculated in accordance with Section 20.09(e).

"Guaranteed Savings" means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by Chevron ES for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Guaranteed Savings
1	\$247,405
2	\$258,476
3	\$270,043
4	\$282,127
5	\$294,752
6	\$307,943
7	\$321,723
8	\$336,120
9	\$351,161
10	\$366,876
11	\$383,294
12	\$400,446
13	\$418,366
14	\$437,088
15	\$456,648

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.07.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Interconnection Agreement" means the Interconnection Agreement to be entered into between the Customer and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 19.02.

"Interest" shall mean interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" shall be "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section, or if such rate ceases to be published in The Wall Street Journal or The Wall Street Journal ceases publication, such other rate as agreed by the Parties.

"IPMVP" means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

"Losses" is defined in Section 11.01.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) Chevron ES's receipt of the fully signed certificate of Final Completion, and (ii) Chevron ES's receipt of the full Contract Amount.

"Material Changed Condition" means any of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) delays in the Project Schedule caused by parties outside the control of Chevron ES; (ii) the discovery of differing and unexpected site conditions not previously disclosed by Customer that could not have been readily discoverable by Chevron ES prior to the start of Work; (iii) the discovery of Hazardous Substances not previously disclosed by Customer; (iv) Abnormally Severe Weather Conditions; and (v) delay in equipment and material deliveries outside Chevron ES's control.

"Measurement Period" means each one-year period following the M&V Commencement Date.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

"NEC" means the National Electric Code.

"Notice to Proceed" is defined in Section 2.04.

"Party" and "Parties" are defined in the Preamble.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"PM Services" is defined in Attachment K.

"Project" means the entirety of Work to be performed by Chevron ES pursuant to the Scope of Work, and any Change Orders.

"Project Location" means that area or areas where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.

"Project Schedule" is defined in Section 2.04.

"Projected Energy Savings" means those Energy Unit Savings which Chevron ES anticipates will be realized from the installation and continued operation of the Work, as set forth in the Savings Measurement and Verification Plan.

"Report" is defined in the Recitals.

"Request for Payment" means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

"Retainage" is defined in Section 8.03.

"Retained Items" is defined in Section 10.02.

"Savings Measurement and Verification Plan" means the methodologies and calculations set forth in Attachment H, which provides for the quantification of Energy Unit Savings.

"Scope of Work" means the Work set forth in Attachment D, as modified by any Change Order.

"Substantial Completion" means the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with this Contract so that Customer can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Surety" means the surety supplying the Contract Bonds, which shall be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Customer.

"Time" means the time period within which Chevron ES shall complete the Work in accordance with the Project Schedule.

"Utility" is defined in Section 19.02.

"Work" means the Work to be done by Chevron ES pursuant to the Scope of Work, subject to any Change Orders, and includes all Design and Engineering Work and Construction Work set forth in Attachment D.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract shall commence on the date hereof and end on the last day of the Energy Savings Term, unless terminated early as provided in this Contract.

Section 2.02 Performance of Work. All the Work to be performed hereunder will be provided in accordance with the terms of this Contract.

Section 2.03 Scope of Work. The Scope of Work shall not exceed that set forth in Attachment D except pursuant to a Change Order.

Section 2.04 Project Schedule / Notice to Proceed. The preliminary project schedule is presented in Attachment E ("Project Schedule"). Within ten (10) calendar days after the Customer has secured financing as set forth in Section 2.07, Customer will issue to Chevron ES a written Notice to Proceed ("Notice to Proceed"). If the Customer fails to issue the Notice to Proceed within ten (10) calendar days after financing is secured or such additional time as mutually agreed to in writing pursuant to Section 2.07, the Parties agree that the Notice to Proceed shall be deemed to have been issued on the tenth (10th) calendar day after financing is secured. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES's receipt of the Notice to Proceed.

**Energy Services Contract
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Section 2.05 Customer's Energy and Operational Records and Data. Within ten (10) Business Days after the date hereof, Customer shall provide Chevron ES with its Energy Usage Data (as defined below) for the twelve (12) months preceding the date hereof, and shall make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the date hereof. Energy Usage Data shall mean all of the Customer's records and complete data requested by Chevron ES concerning, without limitation, energy usage, energy-related maintenance, and other related costs for the Facilities, and including without limitation utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, O&M manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures presently utilized. Customer agrees that Chevron ES may rely on the foregoing data as being accurate in all respects. If requested, Customer shall also provide any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and shall authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of Chevron ES.

Section 2.06 Additional Work. Customer shall reasonably cooperate in obtaining any necessary approvals in accordance with California Government Code §§4217.10 through 4217.18. If Chevron ES determines that a Change Order is subject to the requirements of California Government Code §4217, Customer shall reasonably cooperate in obtaining any necessary approvals in accordance with California Government Code §§4217.10 through 4217.18.

Section 2.07 Finance Contingency. It is hereby agreed by Chevron ES and the Customer that this Contract, and any obligations of the Customer hereunder, are expressly contingent upon the ability of the Customer to secure financing for the payments to be made by Customer hereunder, including payments for the cost of the Work to be performed by Chevron ES, upon terms acceptable to the Customer. Upon execution of this Contract, and determination of such payments and costs, the Customer shall have thirty (30) calendar days to obtain such financing. If financing is not secured by the Customer within such period, for any reason, this Contract shall be null and void unless the Parties mutually agree in writing to extend such financing period. It is acknowledged and agreed that Chevron ES will not commence performance of the Work unless and until financing has been secured.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Permits and Approvals. Customer will cooperate fully with and assist Chevron ES in obtaining all Applicable Permits required under this Contract. Chevron ES is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the Contract Effective Date. The Customer shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination During Installation. Customer and Chevron ES shall make commercially reasonable efforts to coordinate the activities of Chevron ES and Chevron ES's subcontractors and suppliers with those of Customer, its employees, and agents.

Section 3.03 Project Meetings/Status Updates. During the Design and Construction Phases of the Project, Chevron ES will meet with Customer to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, Chevron ES will periodically provide reports to the Customer of the general status and progress of the Work.

Section 3.04 Project Location Access. Customer hereby grants to Chevron ES, without cost to Chevron ES, all rights of ingress and egress at the Project Location identified in the Scope of Work, necessary for Chevron ES to perform all Work and provide all services contemplated by this Contract and the Scope of Work. Chevron ES shall provide twenty-four-hour advance notice to Customer for access to any Customer Facilities.

Section 3.05 Project Schedule. The Project Schedule, attached hereto as Attachment E, is a preliminary, estimated Project Schedule. During the course of Project implementation, both the Customer and Chevron ES shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of Project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, *provided* that such final Project Schedule will be subject to amendment and revision to take into account any Excusable Delays. Subject to any such Excusable Delays, Chevron ES and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and Chevron ES shall notify Customer regarding any and all revisions to the Project Schedule necessitated by such Delay.

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Section 3.06 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination shall be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination shall not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it shall act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party shall furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.07 Independent Contractor. The Parties hereto agree that Chevron ES, and any agents and employees of Chevron ES, its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Customer.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) As soon as possible after the Contract Effective Date, Chevron ES will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, Chevron ES shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.
- (c) Customer shall designate a single-point representative with whom Chevron ES shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by Chevron ES and to other requests made by Chevron ES in order to avoid unreasonable delay in the orderly and sequential progress of Chevron ES's design services.
- (d) Within ten (10) Business Days of Chevron ES's request, Customer shall:
 - (i) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location where the Work will be performed pursuant to the Scope of Work;
 - (iii) supply Chevron ES with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location site essential to the execution of the Work.
- (e) All information furnished pursuant to this Section 4.01 shall be supplied at Customer's expense, and Chevron ES is entitled to rely upon the accuracy and completeness of all information provided. Customer acknowledges that any failure to provide the information specified in Section 4.01(d) to Chevron ES may result in an Excusable Delay as defined herein.
- (f) In the event that any information is disclosed under this Section 4.01 that constitutes a Change to the Work and/or is a Material Changed Condition, Chevron ES will provide notice to Customer within ten (10) Business Days after receipt of this information, and the Parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, Chevron ES shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work. If the Parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with ARTICLE 21.

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- (g) Chevron ES contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the Customer prior to the execution of this Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of this Contract shall constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. Chevron ES will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to Chevron ES within ten (10) Business Days after receipt of documents. Chevron ES will incorporate appropriate Customer comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. Chevron ES reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If Customer fails to provide written comments within the ten (10) Business Day period, Customer shall be deemed to have no comments regarding the documents.

Section 4.03 Permits and Approvals. The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 3.01. Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Amount provided for in the Scope of Work shall be increased by any additional cost incurred by Chevron ES due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

Section 4.04 Changes During Final Design Phase. If during the design phase Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) Customer requests changes and/or modifications to the Project Scope of Work during the Project Design Phase; (ii) Customer caused delays during Chevron ES's design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain certain permits; (vi) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

ARTICLE 5. CONSTRUCTION PHASE.

Section 5.01 General Provisions. Upon securing necessary permits, pursuant to Section 3.01, and completion of final Construction Documents by Customer, Chevron ES will commence the construction of the Project in accordance with the final Construction Documents. The construction will be performed by Chevron ES and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.

Section 5.02 Chevron ES's Responsibilities During Construction Phase.

- (a) As an independent contractor to Customer, Chevron ES will be responsible for providing, or causing to be provided by Chevron ES's subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Chevron ES is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. Chevron ES will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.
- (b) Chevron ES will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project Location. Chevron ES will provide at least thirty (30) calendar days written notice to Customer of any planned power outages that will be necessary for the construction. Chevron ES will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage.
- (c) Chevron ES will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. Chevron ES will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of Chevron ES and subcontractors performing Work under this Contract; (2) Chevron ES's property and other materials to be

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incorporated for the Project, under the care, custody, and control of Chevron ES or its subcontractors; and (3) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. Chevron ES will not be responsible for Customer's employees' safety unless Chevron ES's negligence in the performance of its Work is the proximate cause of the employee's injury.

- (d) Based on the final Construction Documents, Chevron ES will obtain required building permits for Project Construction. Customer will cooperate with Chevron ES in securing such permits.
- (e) Chevron ES will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, this Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.
- (f) Chevron ES shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer and/or its designees shall have the right to be present at any or all such tests conducted by Chevron ES, any subcontractor, and/or manufacturers of the equipment. Chevron ES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that Chevron ES provided and installed that may be observed during equipment commissioning procedures.
- (g) The following duties shall be performed by Chevron ES:
 - (i) Organize and conduct a pre-construction meeting with the Customer and each subcontractor.
 - (ii) Organize and conduct regularly scheduled progress meetings throughout the installation period.
 - (iii) Schedule and manage all subcontractors and related work.
 - (iv) Provide the Customer a single point of contact and responsibility for all Work related to the Project.
 - (v) Investigate and resolve design, construction, and field issues as they arise during the Project
 - (vi) Coordinate on-site Work, and schedule accordingly with Customer.
 - (vii) Perform progress inspections throughout the installation period. Provide the Customer and subcontractor with results of findings.
 - (viii) Identify any existing Customer equipment that is found during implementation of the Work not to be functioning properly, and notify in writing to Customer.
 - (ix) Provide regular status reports to the Customer.
 - (x) When appropriate, initiate a thorough inspection of the Work with the Customer and subcontractor to obtain Substantial Completion.
 - (xi) Check, test, and start-up each item of equipment.
 - (xii) Perform a circuit by circuit commissioning of the Chevron ES installed solar PV project including the data acquisition system ("DAS"). Identify any system items that are not functioning properly, and include on the punch list.
 - (xiii) Identify any existing Customer equipment that is found during the system commissioning process not to be functioning properly, and notify in writing to Customer.
 - (xiv) Perform a complete software/programming commissioning of the DAS to comply with the California Solar Incentive ("CSI") program. Identify any DAS items that are not programmed per specification, and include on the punch list.
 - (xv) With the Customer and subcontractor, perform final inspection of the Work.
 - (xvi) Review subcontractor invoices and authorize payment as appropriate.
 - (xvii) Obtain/prepare final as-built documentation for the Project, and deliver to the Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.

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Section 5.03 Customer's Responsibilities During Construction Phase.

- (a) Customer shall designate a single-point representative authorized to act on Customer's behalf with respect to Project construction and/or equipment installation. Customer may from time to time change the designated representative and shall provide notice to Chevron ES of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of Chevron ES's Work. Any independent review of the construction by Customer shall not relieve Chevron ES of any of its obligations or responsibilities hereunder.
- (b) Customer shall provide a temporary staging area for Chevron ES, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for Chevron ES and subcontractors to perform the Work hereunder during regular business hours, or such other reasonable hours as may be requested by Chevron ES and acceptable to Customer. The Customer shall also either provide a set or sets of keys to Chevron ES and its subcontractors (signed out per Customer policy) or provide a readily available security escort to unlock and lock doors. Customer shall not unreasonably restrict Chevron ES's access to Facilities to make emergency repairs or corrections as it may determine are needed.
- (c) Customer shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by Chevron ES's Work. Customer shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Customer.
- (d) Customer shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) Customer shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Customer and such documentation made available to Chevron ES are the responsibility of the Customer. If Chevron ES encounters such unforeseen conditions in the performance of the Work, Chevron ES will be entitled to a Change Order providing for additional compensation, an extension of Time and a revision of the Project Schedule.
- (f) Customer shall be solely responsible for the removal of any Hazardous Substances either known to Customer prior to the commencement of the Work or encountered by Chevron ES during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by Chevron ES. Chevron ES will respond to the discovery of Hazardous Substances at or around the Project Location during the course of Chevron ES's construction in accordance with Section 5.06.
- (g) Customer shall coordinate the Work to be performed by Chevron ES with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that Chevron ES will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.
- (h) Customer shall allow Chevron ES and its subcontractors access to and reasonable use of necessary quantities of Customer's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to Chevron ES.
- (i) Customer will provide Chevron ES and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to Chevron ES, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) The Customer shall also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (ii) When appropriate, participate in the job inspection walk-through with Chevron ES and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
 - (iii) Perform a final walk-through of the Project. Upon receipt of the O&M Manuals and as-built drawings, sign the certificate of Final Completion for the related Work.

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- (iv) Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
- (v) Upon the completion of the entire Scope of Work listed in Attachment D, including training, and submission of close-out documents, sign a certificate of Final Completion for the entire Project.

Section 5.04 Changes During Construction.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both Customer and Chevron ES. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to Chevron ES to perform such change and/or modification. Chevron ES may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. Chevron ES will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. In addition, if Customer requests a proposal from Chevron ES for a change to the Scope of Work and Customer subsequently elects to not proceed with such change, Customer agrees that a Change Order shall be issued to reimburse Chevron ES for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the Customer.
- (b) Change Orders Requiring Additional Compensation. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work, there are Excusable Delays, and/or there are Material Changed Conditions, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes and Chevron ES shall be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) Customer requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (2) Customer caused delays during Chevron ES's construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Project Location; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the Project; (6) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any Governmental Authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by Chevron ES, that modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time / Excusable Delays. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, the Parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if Chevron ES is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any Excusable Delay, then the targeted dates set forth in the Project Schedule shall be reasonably extended by a Change Order. Prior to the extension of such dates, Chevron ES will use reasonable efforts to make up such delays, including authorizing overtime payments; *provided that* Customer has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Material Changed Conditions/ Conditions Beyond Chevron ES's Control. Chevron ES will provide written notice to Customer of any Material Changed Condition and or any event of Force Majeure, within ten (10) Business Days of Chevron ES's first discovery of such Material Changed Condition or event of Force Majeure. In the event that Chevron ES's notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, Chevron ES will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and Chevron ES as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond Chevron ES's control, those disputes shall be resolved in accordance with the provisions of ARTICLE 21. Pending the resolution of any dispute between Chevron ES and Customer concerning a Material Changed Condition and/or change beyond Chevron ES's control, Chevron ES reserves the right to suspend Work pending the resolution of the dispute.
- (e) Change Order – Savings Effect. Chevron ES shall calculate the energy impact of any Customer change orders. As applicable, the energy impact may change the projected savings level and the Guaranteed Energy Savings amount.

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Section 5.05 Minor Changes to Scope of Work. Chevron ES shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to Customer. Chevron ES will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) Chevron ES will promptly provide written notice to Customer if Chevron ES observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. Chevron ES shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Customer shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Customer shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. Chevron ES shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Customer shall provide Chevron ES, within ten (10) Business Days of the execution of this Contract, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) Customer shall indemnify, defend, and hold Chevron ES harmless from and against any and all Losses that in any way result from or arise under from such Customer owned or generated Hazardous Substances, except for liabilities due to the negligence or willful misconduct of Chevron ES, or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification shall survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Customer's facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Chevron ES's Work, (iii) may cause Chevron ES's completed Work to be non-compliant with applicable codes, (iv) may prevent the Customer from realizing the full benefits of Chevron ES's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Chevron ES's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Chevron ES shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. Chevron ES, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a change order with the Customer for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

- (a) With respect to Chevron ES Projects with new equipment connecting to the facility's existing electrical distribution system, Chevron ES shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines.
- (b) Chevron ES shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.
- (c) Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the Customer such that oil or moisture does not reach the control and operating devices.
- (d) Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, Customer may repair or compensate Chevron ES for repair / replacement of the device.

ARTICLE 6. PROJECT COMPLETION.

Section 6.01 Substantial Completion / Reduction of Retainage. At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, Chevron ES will supply to Customer a written Certificate of Substantial Completion. Customer shall within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to Chevron ES acknowledging and agreeing: (i) that the Work is substantially complete in accordance with the Scope of Work so Customer can occupy or utilize the Work for its intended use; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. Customer agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld, delayed or conditioned. Title to any and all of the materials and equipment installed shall pass from Chevron ES to Customer upon the date of Substantial Completion, and Customer shall promptly thereafter record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. At such time, the value of the Contract Bonds shall be reduced to the amount of Retainage in accordance with Section 11.04.

Section 6.02 Final Completion. When Chevron ES considers the Work to be fully complete in accordance with the Scope of Work, Chevron ES will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of Chevron ES's certification that the Work is complete. If Customer does not verify the Final Completion of the Work within this period, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete and/or defective, the Customer shall promptly notify Chevron ES in writing of such incomplete and/or defective Work, itemizing and describing such remaining items with reasonable particularity. Chevron ES will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which Chevron ES shall provide written notice to the Customer that the Work is fully complete. Customer shall re-inspect all Work completed or remedied by Chevron ES within ten (10) Business Days of Chevron ES's notice that the Work is complete. If the Customer does not re-inspect the Work within the ten (10) Business Day period, the Work shall be deemed fully complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work, Customer shall give Chevron ES written notice of acceptance of the Work and Final Completion and will issue a certificate of Final Completion to Chevron ES. At that time, Customer shall pay Chevron ES any remaining Contract Amount due and any outstanding Retainage being withheld by the Customer. Customer agrees that issuance of the certificate of Final Completion shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. Chevron ES may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any subcontractors and other service or material providers as Chevron ES shall select in its discretion to perform the Work hereunder. Chevron ES shall not be required to enter into any subcontracts with parties whom Chevron ES has not selected or subcontractors whom Chevron ES has objection to using.

Section 7.02 Prompt Payment of Subcontractors. Chevron ES shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against Chevron ES's rights to payments hereunder, or against Customer.

Section 7.03 Responsibility. Chevron ES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any Chevron ES subcontractors.

Section 7.04 Prevailing Wages. All employees of Chevron ES and Chevron ES's subcontractors performing Work for this Project shall be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed, in accordance with the requirements of California Labor Code §1771.

ARTICLE 8. PAYMENTS

As full compensation for the performance of the Work and all of Chevron ES's obligations hereunder, Customer shall pay the Contract Amount to Chevron ES.

Section 8.01 Monthly Progress Payments. Upon execution of this Contract, Chevron ES shall invoice the Customer for a design, engineering, and mobilization fee, as detailed on Attachment F. In addition, Chevron ES

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shall submit to the Customer for approval its request, in a form reasonably acceptable to Customer, for a monthly progress payment per the Estimated Payment Schedule in Attachment F.

Section 8.02 Materials Stored Off-Site. Chevron ES may invoice the Customer for materials purchased in advance and not stored at the Project Location. Each such invoice shall be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to the Customer and evidence of appropriate insurance coverage. Chevron ES shall furnish to the Customer written consent from the Surety approving the advance payment for materials stored off site. The Customer shall pre-pay one hundred percent (100%) of Chevron ES's invoice for the materials delivered, less Retainage as indicated in Section 8.03. Chevron ES shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.

Section 8.03 Retainage. The Customer, or their designee, shall approve and pay each Request for Payment, less a retainage amount ("Retainage") of ten percent (10%), within thirty (30) calendar days after its receipt thereof. A failure to timely approve and pay a Request for Payment hereunder shall be a material default by Customer under this Contract. The Customer may reduce the Retainage to five percent (5%), and/or make progress payments in full without Retainage, at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Customer shall pay Chevron ES the remaining Retainage upon achieving Final Completion.

Section 8.04 Final Payment. The final Request for Payment may be made after Final Completion. Final Payment amount shall also include payment to Chevron ES for any remaining Retainage withheld by Customer.

Section 8.05 Disputed Invoices/Late Payments. Customer may in good faith dispute any Request for Payment, or part thereof, within thirty (30) calendar days after the date the Request for Payment was rendered. In the event that Customer disputes all or a portion of any Request for Payment, Customer shall pay the undisputed portion when due and provide Chevron ES a written notice and explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute. Customer shall be deemed to have waived and released any dispute known to it with respect to a bill if such notice and written explanation is not provided within thirty (30) calendar days after the date the Request for Payment was rendered. If any amount disputed by Customer is finally determined to be due to Chevron ES, either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 21 below, it shall be paid to Chevron ES within ten (10) Business Days after such final determination, plus Interest, from the date billed or claimed until such amount is paid.

Section 8.06 Waiver of Liens. Upon request from Customer, Chevron ES shall provide Customer with progress payment waivers and releases for Work for which Customer has paid up to that date. Upon receipt by Chevron ES of final payment for the Work (including payment of all Retainage), Chevron ES will provide Customer with a final, unconditional waiver and release.

Section 8.07 Rebate Programs. To the extent included in the Scope of Work, Chevron ES shall assist Customer in the preparation and submission to the applicable agencies of all applications and documentation necessary for the energy efficiency rebate, incentive, and/or loan program(s) ("Incentive Funds") shown on Attachment I. Chevron ES cannot guarantee that Customer will receive the Incentive Funds or any portion thereof; Chevron ES expressly disclaims any liability for Customer's failure to receive any portion of the Incentive Funds, and Customer acknowledges and agrees that Chevron ES shall have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY/LIMITATION OF LIABILITY

Chevron ES warrants to Customer that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. Chevron ES further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("Chevron ES Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, Chevron ES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.15 and 338. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year Chevron ES warranty period, Chevron ES shall be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any material defects that are discovered within the one (1) year Chevron ES warranty period, Chevron ES, or Chevron ES's subcontractors, will correct its defects, and/or Chevron ES will work with the equipment or material manufacturer as the Customer's agent to facilitate

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the manufacturer's correction of the equipment or material defect. For typical industry standard lamp and ballast failures during the one (1) year Chevron ES warranty period, the Customer will replace such failed lamps/ballasts with replacement stock provided by Chevron ES, *provided, however*, that Customer shall return the failed lamps/ballasts to the manufacturer in order to ensure that sufficient quantities of replacement stock are available during the one year warranty period. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Chevron ES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized Chevron ES subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Chevron ES warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

EXCEPT FOR THE WARRANTY PROVIDED HEREIN, CUSTOMER EXPRESSLY AGREES THAT CHEVRON ES MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), IN CONNECTION WITH THE WORK PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN COMMUNICATION BETWEEN CHEVRON ES AND CUSTOMER. CHEVRON ES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER SHALL HAVE NO REMEDIES AGAINST EITHER CHEVRON ES OR ANY CHEVRON ES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE WORK INSTALLED EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, NEITHER CHEVRON ES, NOR CHEVRON ES'S SUBCONTRACTORS OR VENDORS, SHALL BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) **Ownership:** Except as expressly provided herein, Customer shall not, by virtue of this Contract, acquire any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. Chevron ES shall own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work under this Contract, including all intellectual property rights therein.
- (b) **License:** Solely in connection with the Facilities, Chevron ES grants to Customer a limited, perpetual, royalty-free, non-transferrable license for any Chevron ES intellectual property rights necessary for Customer to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a result of the Work.
- (c) **Ownership and Use of Deliverables.** All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work furnished directly or indirectly, in writing or otherwise, to Customer by Chevron ES under this Contract shall remain Chevron ES's property and shall be used only in connection with the Work.
- (d) **Confidentiality.** Customer may not duplicate or disclose to third parties any data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work, unless such third parties have entered into an appropriate agreement with Chevron ES, or with Chevron ES's written permission.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by Chevron ES pursuant to this Contract. If applicable, Chevron ES shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within five (5) Business Days of Chevron ES's notice, designate in writing to Chevron ES which replaced equipment and materials should not be disposed of off-site by Chevron ES (the "**Retained Items**"). Customer shall be responsible for and designate the location and storage for the Retained Items. Chevron ES shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Chevron ES shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. Chevron ES shall not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

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ARTICLE 11. INDEMNIFICATION / INSURANCE / BONDS

Section 11.01 Indemnification. To the full extent permitted by Applicable Laws, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, in whole or in part arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation shall continue to bind the Parties after the termination of this Contract. Furthermore, Chevron ES will indemnify, defend, and hold Customer harmless with respect to any personal or bodily injuries or deaths that may be suffered by Chevron ES or any of its shareholders, directors, employees, contractors, agents, or representatives resulting from the negligence or willful misconduct of Chevron ES or any of its subcontractors at the Project Location, except to the extent such injuries or deaths result from the negligence or willful misconduct of a party for whom Chevron ES is not responsible.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party shall be limited to direct, actual damages only and all other damages and remedies are waived. Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, lost profits or business interruption damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Contract, negligence or willful misconduct.

Section 11.03 Chevron ES Insurance. Chevron ES shall maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (g) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via a Self Administered Claims Letter.

- (a) Workers' Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- (b) Commercial General Liability insurance with limits of:

- * \$1,000,000 each occurrence for Bodily Injury and Property Damage
- * \$1,000,000 General Aggregate - other than Products/Completed Operations
- * \$1,000,000 Products/Completed Operations Aggregate
- * \$1,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to Chevron ES

Coverage to be written on a claims-made form. Coverage to be at least as broad as ISO form CG 002 (12/07), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard.

- (c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- (d) Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (e) Excess Liability insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form.

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Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) **Policy Endorsements.**

- * The insurance provided for Workers' Compensation and Employers' Liability above shall contain waivers of subrogation rights against Customer.
- * The insurance provided for Commercial General Liability and Auto Liability above shall:
 - (i) include the Customer as an additional insured with respect to Work performed under this Contract but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the Customer.

- (g) In lieu of any insurances required in this Section 11.03, Chevron ES may self insure hereunder and use a Self Administered Claims Program for this purpose. Chevron ES will notify Customer in writing thirty (30) days prior to cancellation of the Self Administered Claims Program.

Section 11.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, Chevron ES shall furnish a performance bond in the form of Attachment A in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond in the form of Attachment B to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion; *provided* that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage then being withheld by Customer. The Contract Bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract. Customer agrees that upon Final Completion, the Contract Bonds shall be released and all obligations arising thereunder shall be terminated.

ARTICLE 12. CONFLICTS OF INTEREST

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this ARTICLE 12 and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this ARTICLE 12.

ARTICLE 13. CREDIT

Customer shall periodically provide to Chevron ES that financial information or security deemed necessary by Chevron ES to support any credit extension. If during the life of this Contract, the financial capacity of Customer becomes impaired or unsatisfactory to Chevron ES in the sole judgment of Chevron ES, advance cash payment or security satisfactory to Chevron ES shall be given by Customer on demand by Chevron ES and the Work may be withheld until such payment or security is received.

ARTICLE 14. DOE GUIDELINES; ENERGY POLICY ACT

Section 14.01 Customer agrees that for the Work on the Project hereunder, Chevron ES shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Chevron ES shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under §179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a written allocation including a declaration related to Internal Revenue Code §179D. Chevron ES will prepare the declaration and all accompanying documentation. Chevron ES will be designated the §179D beneficiary.

ARTICLE 15. AMERICAN RECOVERY AND REINVESTMENT ACT

In the event Customer is using American Recovery and Reinvestment Act ("ARRA") funding, in whole or in part, to pay for the Scope of Work set forth in this Contract, Customer acknowledges and agrees that the supplies and services

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hereunder are being procured and purchased under state or local procurement laws and Chevron ES is a "vendor" or "contractor" hereunder. As such, Customer agrees that Chevron ES is not a recipient, grantee, awardee, subrecipient, subgrantee or subawardee of ARRA funds hereunder. In the event that after Contract execution the awarding agency or a court of proper jurisdiction determines that Chevron ES is a recipient, grantee, awardee, subrecipient, subgrantee or subawardee under the ARRA funded grant rather than a "vendor" or "contractor", Chevron ES reserves the right to terminate this Contract at its discretion pursuant to the termination for convenience provision set forth in this Contract. Customer agrees to release, defend, indemnify, and hold Chevron ES harmless from and against any claims, costs, or damages arising out of or related to such a determination notwithstanding any other provisions in this Contract.

ARTICLE 16. TRADE SECRETS

If any materials or information provided by Chevron ES to Customer under this Contract are designated by Chevron ES as a "trade secret" or otherwise designated by Chevron ES as exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and in the event a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, Customer shall notify Chevron ES of such request and advise Chevron ES whether Customer believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days of a third party's request for disclosure of materials under the Act, Chevron ES shall (i) authorize Customer to release the documents or information sought; or (ii) if Chevron ES reasonably believes that the information is exempt from disclosure, advise Customer not to release the materials. If Chevron ES advises Customer not to release the materials, Chevron ES will indemnify, defend, and hold Customer harmless with respect to any claims, damages, and causes of action arising from Customer's failure to disclose under the Act, provided the materials are not exempt from disclosure under the Act.

ARTICLE 17. EVENTS OF DEFAULT

Section 17.01 Events of Default by Customer. Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- (i) any failure by Customer to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; *provided that* (y) such failure to perform shall not be deemed a default hereunder if it is due to an event of Force Majeure pursuant to ARTICLE 19; and (z) if such cure cannot be effected in thirty (30) calendar days, Customer shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Customer to pay any amount to Chevron ES which is not paid within ten (10) calendar days after written notice from Chevron ES that the amount is past due.

Section 17.02 Events of Default by Chevron ES. Each of the following events or conditions shall constitute an "Event of Default" by Chevron ES:

- (i) any failure by Chevron ES to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Chevron ES demanding that such failure to perform be cured; *provided that* (i) such failure to perform shall not be deemed a default hereunder if it is due to an event of Force Majeure pursuant to ARTICLE 19, and (ii) if such cure cannot be effected in thirty (30) calendar days, Chevron ES shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Chevron ES in this Contract which was false or misleading in any material respect when made.

ARTICLE 18. REMEDIES UPON DEFAULT

Section 18.01 Remedies upon Default by Customer. If an Event of Default by Customer occurs, Chevron ES will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 21 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, and/or damages which shall include Chevron ES's reasonable, actual, direct out-of-pocket

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losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 18.02 Remedies Upon Default by Chevron ES. If an Event of Default by Chevron ES occurs, Customer shall be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to **ARTICLE 21**, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by Chevron ES and/or damages, which shall include Customer's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been paid on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 19. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 19.01 Force Majeure Events. In the event that any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any event of Force Majeure, such circumstance shall not constitute an Event of Default, and such Party shall be excused from performance hereunder and shall not be liable to any other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party shall be excused from any payment obligations under this Contract as a result of an event of Force Majeure.

Section 19.02 Utility Work. Customer expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Chevron ES to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 20. ENERGY SAVINGS

Section 20.01 Guaranteed Savings.

- (a) **Savings Guarantee.** In consideration of the payment of the Annual Guarantee Fee, and upon the terms and subject to the conditions set forth herein, Chevron ES warrants that the Customer will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the "Savings Guarantee"), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- (b) **Guarantee Payment.** For any Measurement Period in which there is a Guarantee Shortfall, Chevron ES shall pay to the Customer, within thirty (30) calendar days after the acceptance by the Customer of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- (c) **Services or Retrofits in Lieu of Guarantee Payment.** If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Chevron ES may mutually agree that Chevron ES will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- (d) **Excess Savings Claw-Back.** For any Measurement Period in which there are Excess Savings, the Customer shall repay to Chevron ES, to the extent of such Excess Savings, any Guarantee Payments previously paid by Chevron ES to the Customer and not previously repaid to Chevron ES by the Customer, and the Excess Savings for such Measurement Period shall be reduced by the amount of such repayment. If Chevron ES has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by the Customer, then in lieu of such repayment Excess Savings shall be increased by the deemed value of such services or retrofits.
- (e) **Force Majeure.** In the event that Chevron ES is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any event of Force Majeure, such circumstance shall not constitute a default, and Chevron ES shall be excused from performance under this **ARTICLE 20** while such event of Force Majeure is continuing. During such Force Majeure event, Projected Energy Savings for the month(s) in which such Force Majeure is continuing shall be used in lieu of actual data; *provided* that if three (3) or more years of data are available for such month(s), the historical average of such data for such month(s) shall be used in lieu of Projected Energy Savings.

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- (f) Average Energy Unit Savings. From and after the fifth (5th) Measurement Period, upon completion of any Measurement Period's Energy Savings Report, Chevron ES has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings shall be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual Guarantee Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess shall be Excess Savings and the Savings Guarantee shall have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual Guarantee Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then Chevron ES will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, Chevron ES may, in its sole discretion, pay to the Customer, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

Section 20.02 Changes in Energy Use Factors

- (a) Adjustments to Baselines. The Customer shall notify Chevron ES in writing within ten (10) business days of any change in any Energy Use Factor. In addition, data collected by Chevron ES during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. Chevron ES will determine the effect that any such change will have on EC Savings and present to the Customer a written analysis of the effects of such changes. Chevron ES will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- (b) Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. Chevron ES shall notify the Customer, in writing, of all such changes.
- (c) Changes to Facilities. Customer or Chevron ES may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing Force Majeure events. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Section 20.02(c).
- (d) Unilateral Baseline Adjustment. If Chevron ES proposes changes to the Facilities that would not unreasonably interfere with the conduct of Customer's business or cause the Customer to incur additional costs, and the Customer does not consent to the changes, then Chevron ES will adjust the Baselines upward by the amount of savings projected from the changes.
- (e) Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by Chevron ES.
- (f) Assessment Work. Chevron ES has the right to charge the Customer for Assessment Work, which will be billed at current Chevron ES engineering rates and shall be paid by the Customer within thirty (30) calendar days after receiving Chevron ES's invoice. Before initiating Assessment Work, Chevron ES will notify the Customer in writing of the intent and estimated cost associated with the Assessment Work. The Customer will, within forty-five (45) calendar days, give Chevron ES written permission to proceed or, alternatively at no charge to Chevron ES, to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If Chevron ES does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as the Customer approves the Assessment Work.
- (g) Changes in Energy Use Factors. If the Customer fails to notify Chevron ES of changes in Energy Use Factors or fails to supply Chevron ES in a timely manner with information that is requested by Chevron ES for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified to the extent that the calculated savings for such period exceed or fall short of the Projected Energy Savings for such period.

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- (h) Changes in Savings Calculations. Any changes made by Chevron ES to the savings calculations shall be presented to the Customer in advance. The Customer shall have thirty (30) calendar days to challenge or question the changes in writing.
- (i) Inspection of Facilities. The Customer agrees that Chevron ES shall have the right, with or without prior notice, to inspect the Facilities to determine if the Customer has consistently complied with its obligations as set forth above. In the event that any inspection discloses that the Customer has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings shall be assumed to have been achieved for the portion of the Energy Savings Term during which such failure shall have existed.

Section 20.03 Customer Maintenance. Beginning at Substantial Completion for any portion of the Work, the Customer shall maintain such portion of the Work, and upon Final Completion shall maintain the Project, in accordance with the maintenance schedules and procedures recommended by Chevron ES and by the manufacturers of the relevant equipment.

Section 20.04 Energy Savings Report. Annually during the Energy Savings Term, Chevron ES shall submit to the Customer an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). The Energy Savings Report shall be submitted within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case the Customer shall be notified of such a situation within the ninety (90) calendar-day period.

Section 20.05 On-Site Measurements. The Customer irrevocably grants to Chevron ES the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. Chevron ES shall not exercise such right in a manner that unreasonably interferes with the business of Customer as conducted at the Facilities as of the date hereof. The Customer shall cooperate fully with the exercise of such right by Chevron ES pursuant to this Section 20.05. Customer shall further cooperate with Chevron ES's performance of the Savings Measurement and Verification Plan by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by Chevron ES.

Section 20.06 Internet Communication Path. At Chevron ES's request, to facilitate Chevron ES's monitoring of the Work, Customer shall open an internet communication path between the DAS and Chevron ES's office in Overland Park, Kansas. Customer shall provide, at Customer's expense, all networking, telecommunication, encryption, and security hardware and/or software Chevron ES deems necessary to achieve such communication path, as well as any similar hardware, software, or encryption devices necessary for use at Chevron ES's office. Chevron ES will provide the customer with the precise locations for network communication ports within Customer's Facilities. Customer agrees not to charge Chevron ES to install or maintain such communication paths.

Section 20.07 Termination of Guaranteed Savings. If (i) the Customer notifies Chevron ES in writing of its intent to terminate the Savings Guarantee, (ii) this Contract is terminated by Chevron ES for default by Customer or by Customer for any reason permitted by this Contract or (iii) the Customer fails to maintain the Project in accordance with Section 20.03 or is in default of any of its other obligations under this ARTICLE 20, the obligation of Chevron ES to prepare and deliver the Energy Savings Report and to make a Guarantee Payment shall also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, Chevron ES shall have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

Section 20.08 Annual Guarantee Fee.

- (a) Invoicing and Payment. The Annual Guarantee Fee for the first Measurement Period shall be invoiced by Chevron ES to the Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Guarantee Fees will be invoiced by Chevron ES on the first day of the corresponding Measurement Period. The Customer, or its designee, shall pay Chevron ES such Annual Guarantee Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless the Customer gives Chevron ES prior written notice of its intent to terminate the Savings Guarantee, any failure to timely pay the Annual Guarantee Fee in accordance with this Section 20.08(a) shall be a material default by Customer under this Contract, and Chevron ES, in addition to any other legal, contractual and equitable remedies available to it, shall have no obligation thereafter to make Guarantee Payments.
- (b) Any amount not paid when due shall, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) shall be due and payable upon demand.
- (c) Not Refundable. The Annual Guarantee Fee is not refundable for any reason.

**Energy Services Contract
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Section 20.09 Calculations.

- (a) Calculation of Accumulated Savings. Accumulated Savings shall be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and shall be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- (b) Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period shall be included in the EC Savings for the first Measurement Period.
- (c) Calculation of Energy Use Savings. Energy Use Savings shall be calculated by Chevron ES as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- (d) Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings shall be calculated by Chevron ES as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan. For the avoidance of doubt, Excess Savings will not be reduced below zero.
- (e) Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, shall be calculated by Chevron ES as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

ARTICLE 21. DISPUTE RESOLUTION

Section 21.01 Dispute Resolution. In the event of a dispute, claim, or controversy ("Dispute") arising out of or in connection with this Contract, the Parties will confer and attempt to resolve the matter informally. If such Dispute cannot be resolved in this manner within ten (10) Business Days after notice of the Dispute is given to the other Party, then the Dispute shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the Dispute relates. The arbitration shall take place at the AAA office geographically closest to the site where the Work has been performed.

Section 21.02 Attorneys' Fees. The prevailing Party in any action or arbitration proceeding brought to enforce the terms of this Contract or arising out of this Contract (including actions to enforce an arbitration award) may recover its reasonable costs and attorneys' fees expended in connection with such an action or arbitration proceeding from the other Party.

ARTICLE 22. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

ARTICLE 23. ASSIGNMENT

Except as provided in this ARTICLE 23, this Contract may not be assigned by either Party in whole or in part without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

Section 23.01 Assignment by Chevron ES. Chevron ES may assign this Contract and all related contracts without the consent of Customer (i) to an Affiliate; (ii) to an entity that is controlled by, controls, or is under common control with Chevron ES; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. Chevron ES may also assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (x) a lender providing financing to Chevron ES, or (y) a special purpose entity that is an Affiliate of or is controlled by such lender.

ARTICLE 24. TERMINATION

Section 24.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to the provisions of ARTICLE 12 unless such Event of Default has been cured within the applicable time periods for a cure set forth in such ARTICLE 12 in addition to the remedies provided for in ARTICLE 18 the non-defaulting Party may terminate this Contract by providing three (3) Business Days' notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, Chevron ES shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 24.02 Termination for Convenience. Both Chevron ES and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If this Contract is so terminated by mutual agreement, Chevron ES shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

ARTICLE 25. NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO CHEVRON ES: Chevron Energy Solutions Company
150 E. Colorado Boulevard, Suite 360
Pasadena, CA 91105
Tel: 626-304-4704
Fax: 626-304-4701
Attention: Tim Veale, Project Manager

With a COPY TO: Legal Department
Chevron Energy Solutions Company
345 California Street, 18th Floor
San Francisco, CA 94104-2624
Tel: 415-733-4500
Fax: 415-733-4957
Attention: Contract Administrator

TO CUSTOMER: City of Hanford
900 South 10th Avenue
Hanford, CA 93230
Tel: 559-585-2571
Fax: 559-583-1529
Attention: John Doyel, Deputy Director of Public Works

**Energy Services Contract
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ARTICLE 26. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 27. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 28. NO WAIVER

The failure of Chevron ES or Customer to insist upon the strict performance of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Chevron ES or Customer.

ARTICLE 29. SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions; *provided that* no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 30. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the City and County of San Francisco, California and, by execution and delivery of this Contract, each of the Parties hereby (i) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any such arbitral award and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

ARTICLE 31. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

ARTICLE 32. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Contract by email or fax shall be effective as delivery of a manually executed counterpart of this Contract.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

CHEVRON ES:
Chevron Energy Solutions Company, a
Division of Chevron U.S.A. Inc.

CUSTOMER:
City of Hanford

By: _____


Name: TERESA MAYER
Title: CFO

By: _____


Name: HILARY M. STRAUS
Title: CITY MANAGER



Attachment: City of Hanford Executed Energy Services Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

**ATTACHMENT A
FORM OF PERFORMANCE BOND**

PERFORMANCE BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Dollars (\$),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated , entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name, address and legal title to Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Attachment: City of Hanford Executed Energy Services Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect; subject, however, to the following conditions:

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any claim or suit under this bond must be instituted before the issuance of the Certificate of Substantial Completion as defined in the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of , 20 .

_____ (Witness)	{	_____ (Principal)
	{	_____ (Title)
_____ (Witness)	{	_____ (Surety) (Seal)
	{	_____ (Title)

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

**ATTACHMENT B
FORM OF PAYMENT BOND**

LABOR AND MATERIAL PAYMENT BOND

Bond No.:

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Dollars (\$)

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 20 , entered into a contract with Owner for

(here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name, address and legal title to Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or

performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the earlier to occur of (i) the issuance of the Certificate of Substantial Completion or (ii) the expiration of one (1) year following the date on which Principal ceased Work pursuant to said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this day of , 20 .

_____ (Witness)	{	(Principal) _____ (Title)
_____ (Witness)	{	(Surety) (Seal) _____ (Title)

**ATTACHMENT C
CUSTOMER'S FACILITIES**

The following Customer Facilities are included under the Scope of Work as listed below:

Facility	Location
Wastewater Treatment Plant	10555 Houston Avenue, Hanford, CA 93230

Attachment: City of Hanford Executed Energy Services Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

**ATTACHMENT D
SCOPE OF WORK**Energy Conservation Measures to Be Implemented

ECM #	Description
PV-1	1 MW CEC AC Photovoltaic (PV) Solar Energy System

ECM PV-1: 1 MW CEC AC Photovoltaic (PV) Solar Energy System

Chevron ES will design, engineer, and install a ground-mounted approximately 1 MW CEC AC photovoltaic system at the City of Hanford Wastewater Treatment Plant (WWTP) located at 10555 Houston Avenue, Hanford, CA 93230. The PV system will cover an area of approximately 7 acres and will be installed in the area north and west of the electrical building as outlined below.



This project will include the installation of crystalline solar panels manufactured by Hyundai, SolarWorld, Suntech, or equivalent that are listed on the California Solar Initiative (CSI) program of approved solar panel manufacturers. We will also install two (2) 500 kW inverters that are manufactured by Advanced Energy, SMA Solar Technology, or equivalent, also listed as approved equipment on the CSI program list. The panels will be mounted on an Array Technology, OSolar, or equivalent make single axis horizontal tracker system.

General Conditions Scope of Work Provided by Chevron ES:

- Project management and engineering.
- Construction management and supervision.
- Chevron ES will assign a Construction Manager for monitoring on-site construction safety systems and protocols necessary to insure a safe working environment.
- Provide one on-site construction trailer at site. Location has yet to be determined.
- Provide onsite storage containers for project materials and equipment.
- Provide trash dumpsters, as needed.
- Provide portable toilet(s), as needed.
- Provide temporary fencing, as required, for access control.
- Cranes, lifts, rigging, and tools necessary to complete the work.
- Startup, acceptance testing, commissioning, training and O&M manuals for provided systems, as necessary.
- Twenty-five year manufacturer power output warranty of PV panels upon Chevron ES's receipt of equipment is provided under this contract.

- Ten year manufacturer warranty of inverters upon Chevron ES's receipt of equipment is provided under this contract.
- Manufacturers' warranties will be provided to the Customer upon completion of the project.
- System warranty will meet the CSI requirements.

General Engineering Scope of Work Provided by Chevron ES:

- Prepare plans to be submitted to the Customer's Plan Review Department.
- Obtain permit.
- Interface with Customer inspector.
- Provide equipment submittals to the Customer.
- Provide shop drawings, as appropriate, for the work.
- Provide as-built drawings and documentation.
- Provide O&M manuals.
- Assist Customer in filing the interconnection application with Southern California Edison.

Construction Scope of Work Provided by Chevron ES:

- Provide and install the PV system at the WWTP.
- Mount the panels on a single axis horizontal tracker.
- Provide and install two (2) 500 kW inverters.
- Provide and install equipment pad and fencing for the inverters.
- Tie the system in to the existing switchgear located in the electrical room adjacent to the PV system.

Project Area Access:

- Chevron ES has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions. Vehicles and heavy equipment should be expected at all sites, primarily for handling and delivering materials.
- Chevron ES will provide a construction site plan prior to onsite construction.
- Main construction areas include, but are not limited to the lot north and west of WWTP electrical building, and WWTP parking lot.
- The Customer will provide access to necessary locations at all times.
- The construction site will be restricted to project construction personnel.
- An escort can be scheduled and provided to allow access to the construction site for Customer staff.
- All other personnel will not have access to the construction site.

Clarifications/Assumptions:

- Prior to start of construction, Customer will clear the site of all debris, existing equipment, crops and other material such that the site is clean and in a level and graded condition suitable for construction.
- Customer will provide access to the facilities, laydown areas at the work site, and a reasonable number of parking spaces for Chevron ES and Chevron ES's subcontractor vehicles in parking lots at the site.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. Chevron ES shall not be responsible for repairs or upgrades to existing systems, other than those specifically identified herein. No allowances have been made to bring existing systems up to code.
- A scheduled electrical shutdown will be required if a line-side tap is utilized for the PV system interconnection.
- The Customer will provide Chevron ES existing dedicated internet connection (CAT-5 connection) for the CSI data acquisition system (DAS). within electrical room #2 at the Facility.
- The Customer will provide Chevron ES a dedicated internet connection for the information to be transmitted to the CSI Performance Data Provider (PDP), with data portals available for Customer access at their discretion.
- Chevron ES shall require the assistance of Customer personnel to secure the area and to provide traffic redirection during rigging operations and during the move-in and move-out of large equipment.
- Chevron ES has assumed plan check and permitting will be performed by Customer at no cost to Chevron ES. Also, cost for plan check or permitting by any entity other than Customer is not included.
- Chevron ES has assumed plan check review by the Customer will take 10 business days.
- No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- Directional boring will be utilized over excavation when possible.
- All existing electrical equipment is assumed to be in good working condition and able to be tapped.
- Temporary utilities are to be provided by the Customer at no cost to Chevron ES (trailer power, phone lines, construction power, etc.) Chevron ES will pay actual cost of utilities used and will perform the connection of said utilities.

- Removal and disposal of hazardous materials, including but not limited to asbestos containing material, is to be completed by the Customer. If Chevron ES encounters material suspected to be hazardous, Chevron ES will notify the Customer representative and stop further work in this area until the material is removed and certified.
- No allowance has been made for landscaping or irrigation restoration. It is assumed that the Customer will restore the landscaping as desired at the end of this project.
- All new systems being provided under the scope of work will be code compliant.
- The work will be performed during normal work hours.
- We have assumed Chevron ES standard construction means & methods will be used.
- Chevron ES will not be responsible for delays to work caused by Customer.
- Project bonding and prevailing wages are included.

Exclusions:

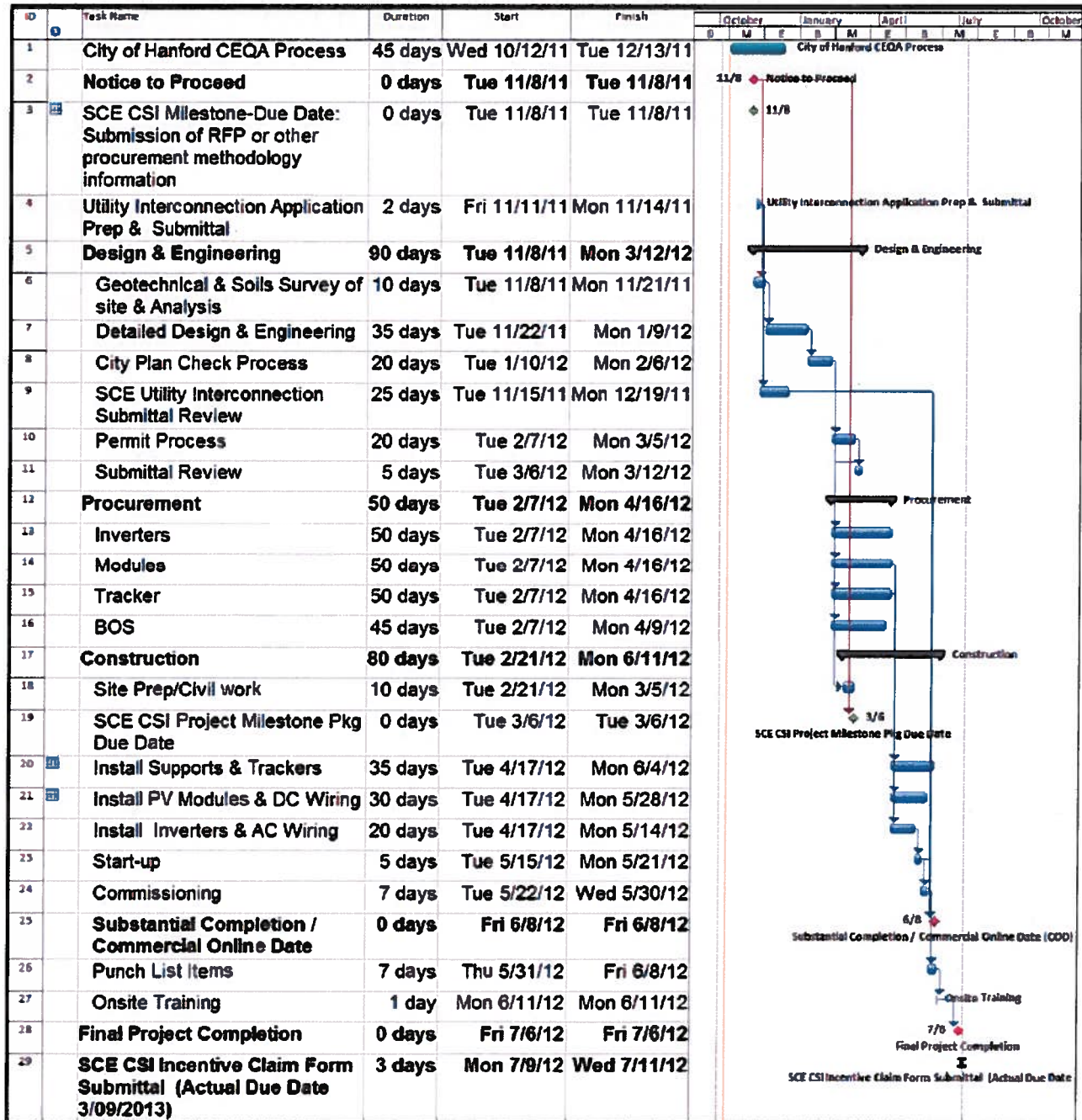
- Painting is excluded.
- Fire alarm, fire suppression systems, blue phone system, security camera system, canopy receptacles, and hose bibs are excluded.
- PV security system of any kind is excluded.
- Removal or haul-off of contaminated soil is excluded.
- Structural and seismic upgrades, of any kind, to existing structures and facilities are excluded.
- Replacement or repairs of existing electrical equipment for point of connection (POC) are excluded.
- Installation of transformers of any kind, not listed in the scope of work, is excluded.
- Telemetry equipment of any kind not listed in the scope of work is excluded.
- Repairs and/or replacements of damaged or inoperable existing equipment that is not specifically being replaced under the scope of work are excluded.
- Overtime is excluded.
- No allowance has been made for screening of new or existing equipment, unless specifically noted above.

Criteria for Achieving Beneficial Use:

- Two weeks of uninterrupted operation of the solar PV system.

ATTACHMENT E PROJECT SCHEDULE

The following is a preliminary project schedule for the Project. After contract execution, the Chevron ES Construction Manager will develop, with input from the Customer's staff, a master Microsoft Project® schedule. The project team will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a two week look ahead will be coordinated. The Microsoft Project® schedule will be updated on a monthly basis. At this time, Chevron ES estimates that after contract execution, the issuing of subcontractor contracts, design, engineering, mobilization, construction, and commissioning/turnover will take eight months.



**ATTACHMENT F
PROGRESS PAYMENT SCHEDULE**

Design, Engineering, & Mobilization Fee	\$865,111
Remaining Implementation Cost	\$3,460,445
=====	
Contract Amount	\$4,325,556

The fee for the design, engineering, and mobilization will be invoiced to the Customer upon both Parties signing the Energy Services Contract, and shall be due and payable as provided in the Contract.

Estimated Payment Schedule

Month	Estimated Invoice Amount
0	\$865,111
1	\$432,556
2	\$432,556
3	\$648,833
4	\$648,833
5	\$432,556
6	\$432,556
7	\$216,278
8	\$216,277

On-Going Services Payment Schedule

Year	Annual Guarantee Fee	Annual Maintenance Fee	Total On-Going Fees
1	\$16,370	\$22,637	\$39,007
2	\$16,861	\$23,316	\$40,177
3	\$17,367	\$24,016	\$41,383
4	\$17,888	\$24,736	\$42,624
5	\$18,425	\$25,478	\$43,903
6	\$0	\$26,242	\$26,242
7	\$0	\$27,030	\$27,030
8	\$0	\$27,841	\$27,841
9	\$0	\$28,676	\$28,676
10	\$0	\$29,536	\$29,536

**ATTACHMENT G
STANDARDS OF OCCUPANCY & CONTROL**

Not Applicable

Attachment: City of Hanford Executed Energy Services Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

**ATTACHMENT H
SAVINGS MEASUREMENT & VERIFICATION PLAN**

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table H-1

ECM	M&V Method	Annual Electric Savings (kWh)	Base Energy Rate (\$)
Solar Photovoltaic System	Option B	2,215,100	0.1241

1. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. Chevron ES will supply a one-time report to the Customer detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Scope of Work
No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in the table below.

Total Projected PV Production	
Year	Total Annual Production (kWh)
1	2,215,100
2	2,204,025
3	2,193,004
4	2,182,039
5	2,171,129
6	2,160,274
7	2,149,472
8	2,138,725
9	2,128,031
10	2,117,391
11	2,106,804
12	2,096,270
13	2,085,789
14	2,075,360
15	2,064,983

2. Base Energy Rates:
The Base Energy Rates are shown in *Table H-1, Retrofit and M&V Option Matrix*.

The Base Energy Rates shown in *Table H-1* are to be increased each year on a cumulative basis by five percent (5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Year thereafter.

**ATTACHMENT I
LIST OF INCENTIVES****1. California Solar Initiative:**

<http://www.sce.com/solarleadership/gosolar/california-solar-initiative/default.htm>

ATTACHMENT J MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation & Equipment Requirements

Chevron ES will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the solar photovoltaic system per CSI requirements.

Chevron ES DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with Customer's specifications.
- Test and verify Customer/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Customer/Facility maintenance staff.

Customer/Facility Responsibilities:

- Provide one (1) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
- Provide network connectivity to each DAS panel location.
- Provide Chevron ES five (5) business days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

**ATTACHMENT K
PREVENTIVE MAINTENANCE**

Equipment and Facilities Covered

Chevron ES shall perform Preventive Maintenance Services ("PM Services") as defined in this Attachment K with respect to Generating Facilities being constructed on Customer's property at the following Project Location:

10555 Houston Ave, Hanford, CA 93230

I. Term

So long as Customer pays to Chevron ES the Annual Maintenance Fee, Chevron ES will provide the PM Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, the Customer may:

- a. Enter into another agreement with Chevron ES to perform PM Services
- b. Enter into an agreement with another service provider
- c. Self perform preventive maintenance

II. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period shall be invoiced by Chevron ES to the Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by Chevron ES on the first day of the corresponding Measurement Period. The Customer, or its designee, shall pay Chevron ES such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless the Customer gives Chevron ES prior written notice of its intent to terminate the PM Services, any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment K shall be a material default by Customer under the Contract, and Chevron ES, in addition to any other legal, contractual and equitable remedies available to it, shall have no obligation thereafter to provide PM Services.

Any amount not paid when due shall, from and after the due date, bear interest. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, Chevron ES will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to the Customer on a quarterly basis.

If Chevron ES is no longer the provider of PM Services, the Customer's new provider will maintain similar service logs. Chevron ES shall have reasonable access to inspect service logs to determine that adequate PM Services are being performed.

III. Preventive Maintenance Services Provided

Chevron ES will provide the following PM Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on a semi-annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii. Pressure wash PV modules and remove accumulated dust and debris with pressure hose on an annual basis.

IV. Repair Services

- a. Covered Equipment: Components of the Generating Facilities installed under this Attachment K include:
 - 1. Inverters
 - 2. Photovoltaic Panels
 - 3. Combiner Boxes

4. Disconnect Switches
5. AC and DC Power Wire
6. Meters integral with Inverters

b. Exclusions:

1. Array structure
2. Lighting
3. Roofing
4. Paint or finish
5. Concrete
6. Asphalt
7. Bollards
8. Conduit
9. Data acquisition systems
10. Meters
11. Data acquisition communication wire

- c. If a Generating Facility is damaged due to a Force Majeure Event, Customer's negligence, or any other event beyond the control of Chevron ES, Chevron ES shall provide repairs as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated, damaged, parts and equipment. The Customer shall compensate Chevron ES for such repairs/replacement on a time and material basis, with Chevron ES providing back-up cost detail for actual, reasonable costs including reimbursable expenses, multiplied by 1.15.
- d. "Repairs" will include any of the following as necessary: Procuring parts or materials, removing damaged or out-of-specifications parts or materials, installing repaired or replacement parts or materials, and testing.
- V. **Insurance Requirements.** For the purposes of clarity, the obligations of Parties under Sections 11.01, 11.02 and 11.03 of the Contract will apply when Chevron ES is at the Project Location performing PM Services.

VI. Services And Equipment To Be Covered By Customer

Chevron ES's obligations under this Attachment K are expressly conditioned upon Customer's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to Chevron ES:

- a. The Generating Facilities described herein shall be made available to Chevron ES as of the Effective Date of the Contract.
- b. Operate and maintain security systems associated with Generating Facilities.
- c. Customer shall be responsible for maintenance of all landscaping in and around Generating Facilities including tree trimming.
- d. Allowing Chevron ES and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the PM Services, including reasonable work, parking, and equipment staging areas.
- e. Allowing Chevron ES and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for Chevron ES to satisfy its obligations under the Contract, all free of charge to Chevron ES.
- f. Customer shall be responsible pursuant to applicable law for the remediation of any known Hazardous Substances encountered by Chevron ES during the performance of the PM Services which Hazardous Substances were not deposited by Chevron ES, including any backfill with clean soil as may be reasonably required.
- g. Customer shall insure the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- h. Chevron ES shall have no obligation to provide the PM Services to the extent such provision of PM Services is materially adversely affected by Customer's failure to satisfy the conditions set forth in this Attachment K.



Energy Services Contract
City of Hanford and Chevron Energy Solutions Company
Chevron ES Project #: DWCES-32594
Chevron ES Contract # CU1408

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of the 18th day of March 2014 (the "Contract Effective Date"), by and between **Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc.**, a Pennsylvania corporation ("Chevron ES"), and City of Hanford (the "Customer" and together with Chevron ES the "Parties" and each of Customer and Chevron ES a "Party").

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C (the "Facilities") and Customer wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, the engineering, procurement, construction management, installation, construction and training for a solar generation project and identifying supply-side and/or demand-side energy conservation measures ("ECMs"); and

WHEREAS, in compliance with California Government Code §§4217.10 through 4217.18, the City Council, by adoption of a resolution at its meeting of 18 March 2014, approved this Contract by and between Chevron ES and the Customer and authorized the City Manager to execute this Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, the defined terms herein shall have the meaning set forth as follows:

"**AAA**" is defined in Section 21.01.

"**Abnormally Severe Weather Conditions**" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work is then being performed. For the avoidance of doubt, the term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"**Accumulated Savings**" means, as of any date of determination, the cumulative total of Excess Savings.

"**Act**" is defined in ARTICLE 16.

"**Actual Energy Rate**" means, for any Measurement Period, utility rates calculated by Chevron ES using actual utility billing information supplied by the Customer for that Measurement Period.

"**Affiliate**" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and ownership of fifty percent (50%) or more of the voting securities of another Person shall create a rebuttable presumption that such Person controls such other Person..

"**Annual M&V Fee**" means a fee payable annually in advance by the Customer to Chevron ES, in consideration of the performance of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period shall be \$18,154. The Annual M&V Fee shall be increased annually thereafter at the rate of four percent (4%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

"**Annual Maintenance Fee**" means a fee payable annually in advance by the Customer to Chevron ES, in consideration of the performance of up to ten (10) years of Maintenance Services. The Annual Maintenance Fee

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

for the first Measurement Period shall be \$27,625. The Annual Maintenance Fee shall be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

"Applicable Law" means any statute, law, treaty, building codes, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work is undertaken.

"Applicable Permits" means all permits, waivers, authorizations, or licenses issued or required to be issued by any Governmental Authority in connection with the Work.

"ARRA" is defined in ARTICLE 15.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Attachment" means the following attachments to this Contract, each of which is an "Attachment:"

Attachment A	Form of Performance Bond
Attachment B	Form of Payment Bond
Attachment C	Customer's Facilities
Attachment D	Scope of Work
Attachment E	Project Schedule
Attachment F	Progress Payment Schedule
Attachment G	Not Applicable
Attachment H	Energy Savings Measurement & Verification Plan
Attachment I	List of Incentives
Attachment J	Monitoring Installation Scope of Work
Attachment K	Preventive Maintenance Services
Attachment L	Lighting Scope of Work

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings determined in the manner set forth in Attachment H, for such number of Measurement Periods.

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in the Savings Measurement and Verification Plan and used by Chevron ES to calculate the EC Savings.

"Baseline" means the energy use established by Chevron ES from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

"Beneficial Use" means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purpose. Criteria for Beneficial Use of equipment / systems shall be established as defined in Attachment D.

"Business Day" means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

"CEQA" means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

"Certificate of Beneficial Use" means the certificate, issued by Chevron ES to the Customer and subcontractor(s), which identifies when the Customer took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Certificate of Final Completion" means the certificate issued by Chevron ES to the Customer, in accordance with Section 6.02. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

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"Certificate of Substantial Completion" means the certificate issued by Chevron ES to the Customer, in accordance with Section 6.01. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Change" means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work.

"Change in Law" means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker's compensation, payroll or withholding tax law).

"Change Order" means a written document, signed by both Chevron ES and the Customer, authorizing Chevron ES to perform a Change. The Change Order shall modify the Scope of Work and shall identify: (i) the applicable Change; (ii) any additional compensation to be paid to Chevron ES to perform such Change; and (iii) any extensions of time to the Project Schedule.

"Chevron ES" is defined in the Preamble.

"Chevron ES Warranty" is defined in ARTICLE 9.

"Claims" means any and all actions, claims, losses, damages, expenses, or liabilities of either Party arising from or as a result of this Contract, any addenda to this Contract, and/or Change Orders.

"Construction" means any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

"Construction Documents" means the final designs, drawings, and specifications that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract and its Attachments.

"Construction Period" means the period beginning with the first day of the month in which equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

"Contract" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein), as well as all amendments, restatements, supplements and other modifications hereto.

"Contract Amount" means Nine Million Nine Hundred Ninety-Five Thousand One Hundred Thirty-Nine Dollars (\$9,995,139), exclusive of the Annual M&V Fee and Annual Maintenance Fee.

"Contract Bonds" is defined in Section 11.04.

"Contract Effective Date" is defined in the Preamble.

"CSI" is defined in Section 5.02(g)(xiv).

"Customer" is defined in the Preamble.

"DAS" is defined in Section 5.02(g)(xii).

"Delay" means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work.

"Dispute" is defined in Section 21.01.

"EC Savings" means the savings in units of dollars (\$) calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan, achieved through the reduction in consumption or demand through implementation of the Work.

"ECM" is defined in the Recitals.

"Energy Delivery Point" means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

"Energy Rate Factors" means factors identified by Chevron ES which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in Section 20.04.

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"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the fifteenth (15th) anniversary of the M&V Commencement Date; (ii) the termination of this Contract; (iii) the termination by the Customer of the Savings Guarantee in accordance with Section 20.07; or (iv) the failure by the Customer to pay the Annual M&V Fee in accordance with Section 20.08(a).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan, achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by Chevron ES which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Event of Default" is defined in ARTICLE 12.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in Section 20.09(d).

"Excusable Delay" means (i) any act or failure to act of, or other Delay caused by, or negligence of, Customer or its agents, employees subcontractors or other Persons for whom Customer is responsible (expressly excluding, however, Chevron ES when acting as agent or subcontractor under this Contract, whether in its individual capacity or as contractor); (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by any Governmental Authority, other than a failure caused by the action or inaction of the Chevron ES; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Customer; (iv) suspension of Work in whole or in part by Customer; (v) unforeseen site conditions, including discovery or existence of Hazardous Substances; (vi) the occurrence of an event of Force Majeure; (vii) any breach of this Contract by Customer or any breach of any Interconnection Agreement; (viii) damage to any equipment or other item of Work caused by the act or omission of Customer, any of its agents or employees, or any other Person for whom Customer is responsible; (ix) information provided to Chevron ES by Customer or Utility is later found to be inaccurate or incomplete; (x) any Change in Law; (xi) Delay caused by pending arbitration; or (xii) any other cause outside Chevron ES's control.

"Facilities" is defined in the Recitals

"Final Completion" means when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, and delivery to the Customer of the final documentation (as-built drawings, O&M Manuals, and warranty documentation).

"Force Majeure" means acts or events that are beyond the reasonable control of the affected Party and not caused by the negligence or fault of the Party affecting, including but not limited to any of the following: (i) acts of God; (ii) acts of the public enemy or terrorist acts; (iii) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (iv) work by local Utility; (v) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (vi) sabotage, vandalism, riots or civil disobedience; (vii) labor disputes or strikes; (viii) labor or material shortages, delay in manufacturing and deliveries of equipment (if such delay is caused by an event that would otherwise constitute Force Majeure); (ix) restraint by court order or public authority (whether valid or invalid); (x) inability to obtain or keep in force any Applicable Permit; (xi) Abnormally Severe Weather Conditions; (xii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xiii) requirement by Utility that any Generating Facility discontinue operation for any reason; (xiv) appropriation or diversion of electricity by sale or order of any Governmental Authority; (xv) any other action by any Governmental Authority which prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xvi) any Utility power outage at any Facility.

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"Generating Facility" means the photovoltaic, solar powered generating facilities located at the sites listed in Attachment D, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect such solar power plant to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by Chevron ES to the Customer in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to Section 20.01(b); or (ii) additional energy services or energy saving retrofits requested by the Customer with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to Section 20.01(c).

"Guarantee Shortfall" means an amount calculated in accordance with Section 20.09(e).

"Guaranteed Savings" means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by Chevron ES for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Guaranteed Savings
1	\$529,883
2	\$553,596
3	\$578,369
4	\$604,251
5	\$631,291
6	\$659,542
7	\$689,056
8	\$719,891
9	\$752,107
10	\$785,763
11	\$820,926
12	\$857,663
13	\$896,043
14	\$936,141
15	\$978,033

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.07.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Interconnection Agreement" means the Interconnection Agreement to be entered into between the Customer and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 19.02.

"Interest" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" shall be "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section, or if such rate ceases to be published in The Wall Street Journal or The Wall Street Journal ceases publication, such other rate as agreed by the Parties.

"IPMVP" means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

"Losses" is defined in Section 11.01.

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"M&V Commencement Date" means the first day of the month immediately following the later of (i) Chevron ES's receipt of the fully signed Certificate of Final Completion, and (ii) Chevron ES's receipt of the full Contract Amount.

"M&V Services" means the Savings Guarantee and the measurement and verification services described in Attachment H and ARTICLE 20.

"Maintenance Services" is defined in Attachment K.

"Material Changed Condition" means any of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) delays in the Project Schedule caused by parties outside the control of Chevron ES; (ii) the discovery of differing and unexpected site conditions not previously disclosed by Customer that could not have been readily discoverable by Chevron ES prior to the start of Work; (iii) the discovery of Hazardous Substances not previously disclosed by Customer; (iv) Abnormally Severe Weather Conditions; and (v) delay in equipment and material deliveries outside Chevron ES's control.

"Measurement Period" means each one-year period following the M&V Commencement Date.

"NEC" means the National Electric Code.

"Notice to Proceed" is defined in Section 2.04.

"Party" and **"Parties"** are defined in the Preamble.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Project" means the entirety of Work to be performed by Chevron ES pursuant to the Scope of Work, and any Change Orders.

"Project Location" means that area or areas where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.

"Project Schedule" is defined in Section 2.04.

"Projected Energy Savings" means those Energy Unit Savings which Chevron ES anticipates will be realized from the installation and continued operation of the Work, as set forth in the Savings Measurement and Verification Plan.

"Punch List" means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair the Customer's ability to beneficially operate and utilize such portion of the Work.

"Report" is defined in the Recitals.

"Request for Payment" means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

"Retainage" is defined in Section 8.03.

"Retained Items" is defined in Section 10.02.

"Savings Guarantee" is defined in Section 20.01(a).

"Savings Measurement and Verification Plan" means the methodologies and calculations set forth in Attachment H, which provides for the quantification of Energy Unit Savings.

"Scope of Work" means the Work set forth in Attachments D, J and L, as modified by any Change Order.

"Substantial Completion" means the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with this Contract so that Customer can utilize and take beneficial use of the Work for its intended use or purpose.

"Surety" means the surety supplying the Contract Bonds, which shall be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Customer.

"Time" means the time period within which Chevron ES shall complete the Work in accordance with the Project Schedule.

"Utility" is defined in Section 19.02.

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"Work" means the Work to be done by Chevron ES pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract shall commence on the date hereof and end on the last day of the Energy Savings Term, unless terminated early as provided in this Contract.

Section 2.02 Performance of Work. All the Work to be performed hereunder will be provided in accordance with the terms of this Contract.

Section 2.03 Scope of Work. The Scope of Work shall not exceed that set forth in Attachment D except pursuant to a Change Order.

Section 2.04 Project Schedule / Notice to Proceed. The preliminary project schedule is presented in Attachment E ("Project Schedule"). Within ten (10) calendar days after the Customer has secured financing as set forth in Section 2.07, Customer will issue to Chevron ES a written Notice to Proceed ("Notice to Proceed"). If the Customer fails to issue the Notice to Proceed within ten (10) calendar days after financing is secured or such additional time as mutually agreed to in writing pursuant to Section 2.07, the Parties agree that the Notice to Proceed shall be deemed to have been issued on the tenth (10th) calendar day after financing is secured. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES's receipt of the Notice to Proceed.

Section 2.05 Customer's Energy and Operational Records and Data. Within ten (10) Business Days after the date hereof, Customer shall provide Chevron ES with its Energy Usage Data (as defined below) for the twelve (12) months preceding the date hereof, and shall make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the date hereof. Energy Usage Data means all of the Customer's records and complete data requested by Chevron ES concerning, without limitation, energy usage, energy-related maintenance, and other related costs for the Facilities, and including without limitation utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, O&M manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures presently utilized. Customer agrees that Chevron ES may rely on the foregoing data as being accurate in all respects. If requested, Customer shall also provide any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and shall authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of Chevron ES.

Section 2.06 Additional Work. Customer shall reasonably cooperate in obtaining any necessary approvals in accordance with California Government Code §§4217.10 through 4217.18. If Chevron ES determines that a Change Order is subject to the requirements of California Government Code §4217, Customer shall reasonably cooperate in obtaining any necessary approvals in accordance with California Government Code §§4217.10 through 4217.18.

Section 2.07 Finance Contingency. It is hereby agreed by Chevron ES and the Customer that this Contract, and any obligations of the Customer hereunder, are expressly contingent upon the ability of the Customer to secure financing for the payments to be made by Customer hereunder, including payments for the cost of the Work to be performed by Chevron ES, upon terms acceptable to the Customer. Upon execution of this Contract, and determination of such payments and costs, the Customer shall have thirty (30) calendar days to obtain such financing. If financing is not secured by the Customer within such period, for any reason, this Contract shall be null and void unless the Parties mutually agree in writing to extend such financing period. It is acknowledged and agreed that Chevron ES will not commence performance of the Work unless and until financing has been secured.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Permits and Approvals. Customer will cooperate fully with and assist Chevron ES in obtaining all Applicable Permits required under this Contract. Chevron ES is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the Contract Effective Date. The Customer shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination During Installation. Customer and Chevron ES shall make commercially reasonable efforts to coordinate the activities of Chevron ES and Chevron ES's subcontractors and suppliers with those of Customer, its employees, and agents.

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Section 3.03 Project Meetings/Status Updates. During the Design and Construction Phases of the Project, Chevron ES will meet with Customer to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, Chevron ES will periodically provide reports to the Customer of the general status and progress of the Work. Chevron ES may (but is not required to) make inexpensive food and beverage items available to the Customer and Customer's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. Customer hereby grants to Chevron ES, without cost to Chevron ES, all rights of ingress and egress at the Project Location identified in the Scope of Work, necessary for Chevron ES to perform all Work and provide all services contemplated by this Contract and the Scope of Work. Chevron ES shall provide twenty-four-hour advance notice to Customer for access to any Customer Facilities. Chevron ES may (but is not required to) make transportation available to the Customer and Customer's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Project Schedule. The Project Schedule, attached hereto as Attachment E, is a preliminary, estimated Project Schedule. During the course of Project implementation, both the Customer and Chevron ES shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of Project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, *provided* that such final Project Schedule will be subject to amendment and revision to take into account any Excusable Delays. Subject to any such Excusable Delays, Chevron ES and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and Chevron ES shall notify Customer regarding any and all revisions to the Project Schedule necessitated by such Delay.

Section 3.06 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination shall be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination shall not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it shall act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party shall furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.07 Independent Contractor. The Parties hereto agree that Chevron ES, and any agents and employees of Chevron ES, its subcontractors and/or consultants, in the performance of this Contract is acting in an independent capacity and not as a public official, officer, employee, consultant, or agent of the Customer for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) As soon as possible after the Contract Effective Date, Chevron ES will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, Chevron ES shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.
- (c) Customer shall designate a single-point representative with whom Chevron ES shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by Chevron ES and to other requests made by Chevron ES in order to avoid unreasonable delay in the orderly and sequential progress of Chevron ES's design services.
- (d) Within ten (10) Business Days of Chevron ES's request, Customer shall:
 - (i) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general

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- area of the Project Location where the Work will be performed pursuant to the Scope of Work;
- (iii) supply Chevron ES with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location site essential to the execution of the Work.
- (e) All information furnished pursuant to this Section 4.01 shall be supplied at Customer's expense, and Chevron ES is entitled to rely upon the accuracy and completeness of all information provided. Customer acknowledges that any failure to provide the information specified in Section 4.01(d) to Chevron ES may result in an Excusable Delay as defined herein.
- (f) In the event that any information is disclosed under this Section 4.01 that constitutes a Change to the Work and/or is a Material Changed Condition, Chevron ES will provide notice to Customer within ten (10) Business Days after receipt of this information, and the Parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, Chevron ES shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work. If the Parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with ARTICLE 21.
- (g) Chevron ES contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the Customer prior to the execution of this Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of this Contract shall constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. Chevron ES will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to Chevron ES within ten (10) Business Days after receipt of documents. Chevron ES will incorporate appropriate Customer comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. Chevron ES reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If Customer fails to provide written comments within the ten (10) Business Day period, Customer shall be deemed to have no comments regarding the documents.

Section 4.03 Permits and Approvals. The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 3.01. Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Amount provided for in the Scope of Work shall be increased by any additional cost incurred by Chevron ES due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

Section 4.04 Changes During Final Design Phase. If during the design phase Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) Customer requests changes and/or modifications to the Project Scope of Work during the Project Design Phase; (ii) Customer caused delays during Chevron ES's design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain certain permits; (vi) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing necessary permits, pursuant to Section 3.01, and completion of final Construction Documents by Customer, Chevron ES will commence the construction of the Project

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in accordance with the final Construction Documents. The construction will be performed by Chevron ES and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.

Section 5.02 Chevron ES's Responsibilities During Construction Phase.

- (a) As an independent contractor to Customer, Chevron ES will be responsible for providing, or causing to be provided by Chevron ES's subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Chevron ES is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. Chevron ES will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.
- (b) Chevron ES will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project Location. Chevron ES will provide at least thirty (30) calendar days written notice to Customer of any planned power outages that will be necessary for the construction. Chevron ES will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage.
- (c) Chevron ES will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. Chevron ES will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of Chevron ES and subcontractors performing Work under this Contract; (2) Chevron ES's property and other materials to be incorporated for the Project, under the care, custody, and control of Chevron ES or its subcontractors; and (3) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. Chevron ES will not be responsible for Customer's employees' safety unless Chevron ES's negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) Based on the final Construction Documents, Chevron ES will obtain required building permits for Project Construction. Customer will cooperate with Chevron ES in securing such permits.
- (e) Chevron ES will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, this Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.
- (f) Chevron ES shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer and/or its designees shall have the right to be present at any or all such tests conducted by Chevron ES, any subcontractor, and/or manufacturers of the equipment. Chevron ES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that Chevron ES provided and installed that may be observed during equipment commissioning procedures.
- (g) The following duties shall be performed by Chevron ES:
 - (i) Organize and conduct a pre-construction meeting with the Customer and each subcontractor.
 - (ii) Organize and conduct regularly scheduled progress meetings throughout the installation period.
 - (iii) Schedule and manage all subcontractors and related work.
 - (iv) Provide the Customer a single point of contact and responsibility for all Work related to the Project.
 - (v) Investigate and resolve design, construction, and field issues as they arise during the Project
 - (vi) Coordinate on-site Work, and schedule accordingly with Customer.
 - (vii) Perform progress inspections throughout the installation period. Provide the Customer and subcontractor with results of findings.
 - (viii) Identify any existing Customer equipment that is found during implementation of the Work not to be functioning properly, and notify in writing to Customer.

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- (ix) Provide regular status reports to the Customer.
- (x) When appropriate, initiate a thorough inspection of the Work with the Customer and subcontractor to obtain Substantial Completion.
- (xi) Check, test, and start-up each item of equipment.
- (xii) Perform a circuit by circuit commissioning of the Chevron ES installed solar PV project including the data acquisition system ("DAS"). Identify any system items that are not functioning properly, and include on the punch list.
- (xiii) Identify any existing Customer equipment that is found during the system commissioning process not to be functioning properly, and notify in writing to Customer.
- (xiv) Perform a complete software/programming commissioning of the DAS to comply with the California Solar Incentive ("CSI") program. Identify any DAS items that are not programmed per specification, and include on the punch list.
- (xv) With the Customer and subcontractor, perform final inspection of the Work.
- (xvi) Review subcontractor invoices and authorize payment as appropriate.
- (xvii) Obtain/prepare final as-built documentation for the Project, and deliver to the Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.

Section 5.03 Customer's Responsibilities During Construction Phase.

- (a) Customer shall designate a single-point representative authorized to act on Customer's behalf with respect to Project construction and/or equipment installation. Customer may from time to time change the designated representative and shall provide notice to Chevron ES of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of Chevron ES's Work. Any independent review of the construction by Customer shall not relieve Chevron ES of any of its obligations or responsibilities hereunder.
- (b) Customer shall provide a temporary staging area for Chevron ES, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for Chevron ES and subcontractors to perform the Work hereunder during regular business hours, or such other reasonable hours as may be requested by Chevron ES and acceptable to Customer. The Customer shall also either provide a set or sets of keys to Chevron ES and its subcontractors (signed out per Customer policy) or provide a readily available security escort to unlock and lock doors. Customer shall not unreasonably restrict Chevron ES's access to Facilities to make emergency repairs or corrections as it may determine are needed.
- (c) Customer shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by Chevron ES's Work. Customer shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Customer.
- (d) Customer shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) Customer shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Customer and such documentation made available to Chevron ES are the responsibility of the Customer. If Chevron ES encounters such unforeseen conditions in the performance of the Work, Chevron ES will be entitled to a Change Order providing for additional compensation, an extension of Time and a revision of the Project Schedule.
- (f) Customer shall be solely responsible for the removal of any Hazardous Substances either known to Customer prior to the commencement of the Work or encountered by Chevron ES during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought

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to the site by Chevron ES. Chevron ES will respond to the discovery of Hazardous Substances at or around the Project Location during the course of Chevron ES's construction in accordance with Section 5.06.

- (g) Customer shall coordinate the Work to be performed by Chevron ES with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that Chevron ES will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.
- (h) Customer shall allow Chevron ES and its subcontractors access to and reasonable use of necessary quantities of Customer's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to Chevron ES.
- (i) Customer will provide Chevron ES and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to Chevron ES, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) The Customer shall also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (ii) When appropriate, participate in the job inspection walk-through with Chevron ES and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
 - (iii) Perform a final walk-through of the Project. Upon receipt of the O&M Manuals and as-built drawings, sign the certificate of Final Completion for the related Work.
 - (iv) Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
 - (v) Upon the completion of the entire Scope of Work listed in Attachment D, including training, and submission of close-out documents, sign a certificate of Final Completion for the entire Project.

Section 5.04 Changes During Construction.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both Customer and Chevron ES. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to Chevron ES to perform such change and/or modification. Chevron ES may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. Chevron ES will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. In addition, if Customer requests a proposal from Chevron ES for a change to the Scope of Work and Customer subsequently elects to not proceed with such change, Customer agrees that a Change Order shall be issued to reimburse Chevron ES for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the Customer.
- (b) Change Orders Requiring Additional Compensation. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work, there are Excusable Delays, and/or there are Material Changed Conditions, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes and Chevron ES shall be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) Customer requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (2) Customer caused delays during Chevron ES's construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Project Location; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the Project; (6) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any Governmental Authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by Chevron ES, that modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time / Excusable Delays. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed

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Conditions, the Parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if Chevron ES is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any Excusable Delay, then the targeted dates set forth in the Project Schedule shall be reasonably extended by a Change Order. Prior to the extension of such dates, Chevron ES will use reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that Customer has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.

- (d) Material Changed Conditions/ Conditions Beyond Chevron ES's Control. Chevron ES will provide written notice to Customer of any Material Changed Condition and or any event of Force Majeure, within ten (10) Business Days of Chevron ES's first discovery of such Material Changed Condition or event of Force Majeure. In the event that Chevron ES's notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, Chevron ES will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and Chevron ES as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond Chevron ES's control, those disputes shall be resolved in accordance with the provisions of ARTICLE 21. Pending the resolution of any dispute between Chevron ES and Customer concerning a Material Changed Condition and/or change beyond Chevron ES's control, Chevron ES reserves the right to suspend Work pending the resolution of the dispute.
- (e) Change Order – Savings Effect. Chevron ES shall calculate the energy impact of any Customer change orders. As applicable, the energy impact may change the projected savings level and the Guaranteed Energy Savings amount.

Section 5.05 Minor Changes to Scope of Work. Chevron ES shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to Customer. Chevron ES will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) Chevron ES will promptly provide written notice to Customer if Chevron ES observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. Chevron ES shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Customer shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Customer shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. Chevron ES shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Customer shall provide Chevron ES, within ten (10) Business Days of the execution of this Contract, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) Customer shall indemnify, defend, and hold Chevron ES harmless from and against any and all Losses that in any way result from or arise under from such Customer owned or generated Hazardous Substances, except for liabilities due to the negligence or willful misconduct of Chevron ES, or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification shall survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Customer's facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Chevron ES's Work, (iii) may cause Chevron ES's completed Work to be non-compliant with applicable codes, (iv) may prevent the Customer from realizing the full benefits of Chevron ES's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Chevron ES's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Chevron ES

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shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. Chevron ES, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a change order with the Customer for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

- (a) With respect to Chevron ES Projects with new equipment connecting to the facility's existing electrical distribution system, Chevron ES shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines.
- (b) Chevron ES shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.
- (c) Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the Customer such that oil or moisture does not reach the control and operating devices.
- (d) Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, Customer may repair or compensate Chevron ES for repair / replacement of the device.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Substantial Completion / Reduction of Retainage. At the time the Work, or any portion thereof, is Substantially Complete in conformance with the Scope of Work and Construction Documents, Chevron ES will supply to Customer a written Certificate of Substantial Completion with respect to such portion of the Work. Customer shall within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to Chevron ES acknowledging and agreeing: (i) that such portion of the Work is substantially complete in accordance with the Scope of Work so Customer can occupy or utilize the Work for its intended use; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. Customer agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld, delayed or conditioned. Title to any and all of the materials and equipment installed shall pass from Chevron ES to Customer upon the date of Substantial Completion, and Customer shall promptly thereafter record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. At such time, the value of the Contract Bonds shall be reduced to the amount of Retainage in accordance with Section 11.04.

Section 6.02 Final Completion. When Chevron ES considers the entirety of the Work to be fully complete in accordance with the Scope of Work, Chevron ES will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of Chevron ES's certification that the Work is complete. If Customer does not verify the Final Completion of the Work within this period, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete and/or defective, the Customer shall promptly notify Chevron ES in writing of such incomplete and/or defective Work, itemizing and describing such remaining items with reasonable particularity. Chevron ES will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which Chevron ES shall provide written notice to the Customer that the Work is fully complete. Customer shall re-inspect all Work completed or remedied by Chevron ES within ten (10) Business Days of Chevron ES's notice that the Work is complete. If the Customer does not re-inspect the Work within the ten (10) Business Day period, the Work shall be deemed fully complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work, Customer shall give Chevron ES written notice of acceptance of the Work and Final Completion and will issue a Certificate of Final Completion to Chevron ES. At that time, Customer shall pay Chevron ES any remaining Contract Amount due and any outstanding Retainage being withheld by the Customer. Customer agrees that issuance of the Certificate of Final Completion shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. Chevron ES may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any subcontractors and other service or material

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providers as Chevron ES shall select in its discretion to perform the Work hereunder. Chevron ES shall not be required to enter into any subcontracts with parties whom Chevron ES has not selected or subcontractors whom Chevron ES has objection to using.

Section 7.02 Prompt Payment of Subcontractors. Chevron ES shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against Chevron ES's rights to payments hereunder, or against Customer.

Section 7.03 Responsibility. Chevron ES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any Chevron ES subcontractors.

Section 7.04 Prevailing Wages. All employees of Chevron ES and Chevron ES's subcontractors performing Work for this Project shall be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed, in accordance with the requirements of California Labor Code §1771.

ARTICLE 8. PAYMENTS

As full compensation for the performance of the Work and all of Chevron ES's obligations hereunder, Customer shall pay the Contract Amount to Chevron ES.

Section 8.01 Monthly Progress Payments. On the Contract Effective Date, Chevron ES shall invoice the Customer for a design, engineering, and mobilization fee, as detailed on Attachment F. In addition, Chevron ES shall submit to the Customer for approval its request, in a form reasonably acceptable to Customer, for a monthly progress payment per the Estimated Payment Schedule in Attachment F.

Section 8.02 Materials Stored Off-Site. Chevron ES may invoice the Customer for materials purchased in advance and not stored at the Project Location. Each such invoice shall be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to the Customer and evidence of appropriate insurance coverage. Chevron ES shall furnish to the Customer written consent from the Surety approving the advance payment for materials stored off site. The Customer shall pre-pay one hundred percent (100%) of Chevron ES's invoice for the materials delivered, less Retainage as indicated in Section 8.03. Chevron ES shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.

Section 8.03 Retainage. The Customer, or their designee, shall approve and pay each Request for Payment, less a retainage amount ("Retainage") of five percent (5%), within thirty (30) calendar days after its receipt thereof. A failure to timely approve and pay a Request for Payment hereunder shall be a material default by Customer under this Contract. The Customer may reduce the Retainage to two percent (2%), and/or make progress payments in full without Retainage, at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Customer shall pay Chevron ES the remaining Retainage upon achieving Final Completion.

Section 8.04 Final Payment. The final Request for Payment may be made after Final Completion. Final Payment amount shall also include payment to Chevron ES for any remaining Retainage withheld by Customer.

Section 8.05 Disputed Invoices/Late Payments. Customer may in good faith dispute any Request for Payment, or part thereof, within thirty (30) calendar days after the date the Request for Payment was rendered. In the event that Customer disputes all or a portion of any Request for Payment, Customer shall pay the undisputed portion when due and provide Chevron ES a written notice and explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute. Customer shall be deemed to have waived and released any dispute known to it with respect to a bill if such notice and written explanation is not provided within thirty (30) calendar days after the date the Request for Payment was rendered. If any amount disputed by Customer is finally determined to be due to Chevron ES, either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 21 below, it shall be paid to Chevron ES within ten (10) Business Days after such final determination, plus Interest, from the date billed or claimed until such amount is paid.

Section 8.06 Waiver of Liens. Upon request from Customer, Chevron ES shall provide Customer with progress payment waivers and releases for Work for which Customer has paid up to that date. Upon receipt by Chevron ES of final payment for the Work (including payment of all Retainage), Chevron ES will provide Customer with a final, unconditional waiver and release.

Section 8.07 Rebate Programs. To the extent included in the Scope of Work, Chevron ES shall assist Customer in the preparation and submission to the applicable agencies of all applications and documentation necessary for the energy efficiency rebate, incentive, and/or loan program(s) ("Incentive Funds") shown on

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Attachment I. Chevron ES cannot guarantee that Customer will receive the Incentive Funds or any portion thereof; Chevron ES expressly disclaims any liability for Customer's failure to receive any portion of the Incentive Funds, and Customer acknowledges and agrees that Chevron ES shall have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY/LIMITATION OF LIABILITY

Chevron ES warrants to Customer that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. Chevron ES further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("Chevron ES Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, Chevron ES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.15 and 338. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year Chevron ES warranty period, Chevron ES shall be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any material defects that are discovered within the one (1) year Chevron ES warranty period, Chevron ES, or Chevron ES's subcontractors, will correct its defects, and/or Chevron ES will work with the equipment or material manufacturer as the Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. For typical industry standard lamp and ballast failures during the one (1) year Chevron ES warranty period, the Customer will replace such failed lamps/ballasts with replacement stock provided by Chevron ES, *provided, however*, that Customer shall return the failed lamps/ballasts to the manufacturer in order to ensure that sufficient quantities of replacement stock are available during the one year warranty period. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Chevron ES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized Chevron ES subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Chevron ES warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

EXCEPT FOR THE WARRANTY PROVIDED HEREIN, CUSTOMER EXPRESSLY AGREES THAT CHEVRON ES MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), IN CONNECTION WITH THE WORK PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN COMMUNICATION BETWEEN CHEVRON ES AND CUSTOMER. CHEVRON ES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER SHALL HAVE NO REMEDIES AGAINST EITHER CHEVRON ES OR ANY CHEVRON ES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE WORK INSTALLED EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, NEITHER CHEVRON ES, NOR CHEVRON ES'S SUBCONTRACTORS OR VENDORS, SHALL BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided herein, Customer shall not, by virtue of this Contract, acquire any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. Chevron ES shall own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work under this Contract, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, Chevron ES grants to Customer a limited, perpetual, royalty-free, non-transferrable license for any Chevron ES intellectual property rights necessary for Customer to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a result of the Work.

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- (c) Ownership and Use of Deliverables. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work furnished directly or indirectly, in writing or otherwise, to Customer by Chevron ES under this Contract shall remain Chevron ES's property and shall be used only in connection with the Work.
- (d) Confidentiality. Customer may not duplicate or disclose to third parties any data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work, unless such third parties have entered into an appropriate agreement with Chevron ES, or with Chevron ES's written permission.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by Chevron ES pursuant to this Contract. If applicable, Chevron ES shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within five (5) Business Days of Chevron ES's notice, designate in writing to Chevron ES which replaced equipment and materials should not be disposed of off-site by Chevron ES (the "Retained Items"). Customer shall be responsible for and designate the location and storage for the Retained Items. Chevron ES shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Chevron ES shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. Chevron ES shall not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / INSURANCE / BONDS

Section 11.01 Indemnification. To the full extent permitted by Applicable Laws, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, in whole or in part arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation shall continue to bind the Parties after the termination of this Contract. Furthermore, Chevron ES will indemnify, defend, and hold Customer harmless with respect to any personal or bodily injuries or deaths that may be suffered by Chevron ES or any of its shareholders, directors, employees, contractors, agents, or representatives resulting from the negligence or willful misconduct of Chevron ES or any of its subcontractors at the Project Location, except to the extent such injuries or deaths result from the negligence or willful misconduct of a party for whom Chevron ES is not responsible.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party shall be limited to direct, actual damages only and all other damages and remedies are waived. Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, lost profits or business interruption damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Contract, negligence or willful misconduct.

Section 11.03 Chevron ES Insurance. Chevron ES shall maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (g) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via a Self-Administered Claims Letter.

- (a) Workers' Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- (b) Commercial General Liability insurance with limits of:

- * \$1,000,000 each occurrence for Bodily Injury and Property Damage
- * \$1,000,000 General Aggregate - other than Products/Completed Operations
- * \$1,000,000 Products/Completed Operations Aggregate
- * \$1,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to Chevron ES

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Coverage to be written on a claims-made form. Coverage to be at least as broad as ISO form CG 0002 (12/07), without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest, or (2) explosion, collapse, underground hazard.

- (c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- (d) Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (e) Excess Liability insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form.

Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- (f) Policy Endorsements.

- * The insurance provided for Workers' Compensation and Employers' Liability above shall contain waivers of subrogation rights against Customer, but only to the extent of the indemnity obligations contained in this Contract.
- * The insurance provided for Commercial General Liability and Auto Liability above shall:
 - (i) include the Customer as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

- (g) In lieu of any insurances required in this Section 11.03, Chevron ES may self-insure hereunder and use a Self-Administered Claims Program for this purpose. Chevron ES will notify Customer in writing thirty (30) days prior to cancellation of the Self-Administered Claims Program.

Section 11.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, Chevron ES shall furnish a performance bond in the form of Attachment A in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond in the form of Attachment B to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion; *provided that* upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage then being withheld by Customer. The Contract Bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract. Customer agrees that upon Final Completion, the Contract Bonds shall be released and all obligations arising thereunder shall be terminated.

ARTICLE 12. CONFLICTS OF INTEREST

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this ARTICLE 12 and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this ARTICLE 12.

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ARTICLE 13. CREDIT

Customer shall periodically provide to Chevron ES that financial information or security deemed necessary by Chevron ES to support any credit extension. If during the life of this Contract, the financial capacity of Customer becomes impaired or unsatisfactory to Chevron ES in the sole judgment of Chevron ES, advance cash payment or security satisfactory to Chevron ES shall be given by Customer on demand by Chevron ES and the Work may be withheld until such payment or security is received.

ARTICLE 14. DOE GUIDELINES; ENERGY POLICY ACT

Section 14.01 Customer agrees that for the Work on the Project hereunder, Chevron ES shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Chevron ES shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under §179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a written allocation including a declaration related to Internal Revenue Code §179D. Chevron ES will prepare the declaration and all accompanying documentation. Chevron ES will be designated the §179D beneficiary.

ARTICLE 15. AMERICAN RECOVERY AND REINVESTMENT ACT

In the event Customer is using American Recovery and Reinvestment Act ("ARRA") funding, in whole or in part, to pay for the Scope of Work set forth in this Contract, Customer acknowledges and agrees that the supplies and services hereunder are being procured and purchased under state or local procurement laws and Chevron ES is a "vendor" or "contractor" hereunder. As such, Customer agrees that Chevron ES is not a recipient, grantee, awardee, subrecipient, subgrantee or subawardee of ARRA funds hereunder. In the event that after Contract execution the awarding agency or a court of proper jurisdiction determines that Chevron ES is a recipient, grantee, awardee, subrecipient, subgrantee or subawardee under the ARRA funded grant rather than a "vendor" or "contractor", Chevron ES reserves the right to terminate this Contract at its discretion pursuant to the termination for convenience provision set forth in this Contract. Customer agrees to release, defend, indemnify, and hold Chevron ES harmless from and against any claims, costs, or damages arising out of or related to such a determination notwithstanding any other provisions in this Contract.

ARTICLE 16. TRADE SECRETS

If any materials or information provided by Chevron ES to Customer under this Contract are designated by Chevron ES as a "trade secret" or otherwise designated by Chevron ES as exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and in the event a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, Customer shall notify Chevron ES of such request and advise Chevron ES whether Customer believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days of a third party's request for disclosure of materials under the Act, Chevron ES shall (i) authorize Customer to release the documents or information sought; or (ii) if Chevron ES reasonably believes that the information is exempt from disclosure, advise Customer not to release the materials. If Chevron ES advises Customer not to release the materials, Chevron ES will indemnify, defend, and hold Customer harmless with respect to any claims, damages, and causes of action arising from Customer's failure to disclose under the Act, provided the materials are not exempt from disclosure under the Act.

ARTICLE 17. EVENTS OF DEFAULT

Section 17.01 Events of Default by Customer. Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- (i) any failure by Customer to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; *provided that* (y) such failure to perform shall not be deemed a default hereunder if it is due to an event of Force Majeure pursuant to ARTICLE 19; and (z) if such cure cannot be effected in thirty (30) calendar days, Customer shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Customer to pay any amount to Chevron ES which is not paid within ten (10) calendar days after written notice from Chevron ES that the amount is past due.

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Section 17.02 Events of Default by Chevron ES. Each of the following events or conditions shall constitute an "Event of Default" by Chevron ES:

- (i) any failure by Chevron ES to perform or comply with this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Chevron ES demanding that such failure to perform be cured; *provided that* (i) such failure to perform shall not be deemed a default hereunder if it is due to an event of Force Majeure pursuant to ARTICLE 19, and (ii) if such cure cannot be effected in thirty (30) calendar days, Chevron ES shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Chevron ES in this Contract which was false or misleading in any material respect when made.

ARTICLE 18. REMEDIES UPON DEFAULT

Section 18.01 Remedies upon Default by Customer. If an Event of Default by Customer occurs, Chevron ES will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 21 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, and/or damages which shall include Chevron ES's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 18.02 Remedies Upon Default by Chevron ES. If an Event of Default by Chevron ES occurs, Customer shall be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 21, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by Chevron ES and/or damages, which shall include Customer's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been paid on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 19. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 19.01 Force Majeure Events. In the event that any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any event of Force Majeure, such circumstance shall not constitute an Event of Default, and such Party shall be excused from performance hereunder and shall not be liable to any other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party shall be excused from any payment obligations under this Contract as a result of an event of Force Majeure.

Section 19.02 Utility Work. Customer expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Chevron ES to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 20. ENERGY SAVINGS

Section 20.01 Guaranteed Savings.

- (a) Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, Chevron ES warrants that the Customer will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the "Savings Guarantee"), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- (b) Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, Chevron ES shall pay to the Customer, within thirty (30) calendar days after the acceptance by the Customer of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.

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- (c) Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Chevron ES may mutually agree that Chevron ES will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- (d) Excess Savings Claw-Back. For any Measurement Period in which there are Excess Savings, the Customer shall repay to Chevron ES, to the extent of such Excess Savings, any Guarantee Payments previously paid by Chevron ES to the Customer and not previously repaid to Chevron ES by the Customer, and the Excess Savings for such Measurement Period shall be reduced by the amount of such repayment. If Chevron ES has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by the Customer, then in lieu of such repayment Excess Savings shall be increased by the deemed value of such services or retrofits.
- (e) Force Majeure. In the event that Chevron ES is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any event of Force Majeure, such circumstance shall not constitute a default, and Chevron ES shall be excused from performance under this ARTICLE 20 while such event of Force Majeure is continuing. During such Force Majeure event, Projected Energy Savings for the month(s) in which such Force Majeure is continuing shall be used in lieu of actual data; *provided* that if three (3) or more years of data are available for such month(s), the historical average of such data for such month(s) shall be used in lieu of Projected Energy Savings.
- (f) Average Energy Unit Savings. From and after the fifth (5th) Measurement Period, upon completion of any Measurement Period's Energy Savings Report, Chevron ES has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings shall be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess shall be Excess Savings and the Savings Guarantee shall have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then Chevron ES will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, Chevron ES may, in its sole discretion, pay to the Customer, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

Section 20.02 Changes in Energy Use Factors

- (a) Adjustments to Baselines. The Customer shall notify Chevron ES in writing within ten (10) business days of any change in any Energy Use Factor. In addition, data collected by Chevron ES during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. Chevron ES will determine the effect that any such change will have on EC Savings and present to the Customer a written analysis of the effects of such changes. Chevron ES will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- (b) Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. Chevron ES shall notify the Customer, in writing, of all such changes.
- (c) Changes to Facilities. Customer or Chevron ES may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing Force Majeure events. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Section 20.02(c).
- (d) Unilateral Baseline Adjustment. If Chevron ES proposes changes to the Facilities that would not unreasonably interfere with the conduct of Customer's business or cause the Customer to incur additional costs, and the Customer does not consent to the changes, then Chevron ES will adjust the Baselines upward by the amount of savings projected from the changes.
- (e) Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work,

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Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by Chevron ES.

- (f) Assessment Work. Chevron ES has the right to charge the Customer for Assessment Work, which will be billed at current Chevron ES engineering rates and shall be paid by the Customer within thirty (30) calendar days after receiving Chevron ES's invoice. Before initiating Assessment Work, Chevron ES will notify the Customer in writing of the intent and estimated cost associated with the Assessment Work. The Customer will, within forty-five (45) calendar days, give Chevron ES written permission to proceed or, alternatively at no charge to Chevron ES, to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If Chevron ES does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as the Customer approves the Assessment Work.
- (g) Changes in Energy Use Factors. If the Customer fails to notify Chevron ES of changes in Energy Use Factors or fails to supply Chevron ES in a timely manner with information that is requested by Chevron ES for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified to the extent that the calculated savings for such period exceed or fall short of the Projected Energy Savings for such period.
- (h) Changes in Savings Calculations. Any changes made by Chevron ES to the savings calculations shall be presented to the Customer in advance. The Customer shall have thirty (30) calendar days to challenge or question the changes in writing.
- (i) Inspection of Facilities. The Customer agrees that Chevron ES shall have the right, with or without prior notice, to inspect the Facilities to determine if the Customer has consistently complied with its obligations as set forth above. In the event that any inspection discloses that the Customer has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings shall be assumed to have been achieved for the portion of the Energy Savings Term during which such failure shall have existed.

Section 20.03 Customer Maintenance. Beginning at Substantial Completion for any portion of the Work, the Customer shall maintain such portion of the Work, and upon Final Completion shall maintain the Project, in accordance with the maintenance schedules and procedures recommended by Chevron ES and by the manufacturers of the relevant equipment. Without limiting the generality of the foregoing, the Customer shall pressure wash the PV modules and remove the accumulated dust and debris with a pressure hose on an annual basis.

Section 20.04 Energy Savings Report. Annually during the Energy Savings Term, Chevron ES shall submit to the Customer an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). The Energy Savings Report shall be submitted within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case the Customer shall be notified of such a situation within the ninety (90) calendar-day period.

Section 20.05 On-Site Measurements. The Customer irrevocably grants to Chevron ES the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. Chevron ES shall not exercise such right in a manner that unreasonably interferes with the business of Customer as conducted at the Facilities as of the date hereof. The Customer shall cooperate fully with the exercise of such right by Chevron ES pursuant to this Section 20.05. Customer shall further cooperate with Chevron ES's performance of the Savings Measurement and Verification Plan by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by Chevron ES.

Section 20.06 Internet Communication Path. At Chevron ES's request, to facilitate Chevron ES's monitoring of the Work, Customer shall open an internet communication path between the DAS and Chevron ES's office in Overland Park, Kansas. Customer shall provide, at Customer's expense, all networking, telecommunication, encryption, and security hardware and/or software Chevron ES deems necessary to achieve such communication path, as well as any similar hardware, software, or encryption devices necessary for use at Chevron ES's office. Chevron ES will provide the customer with the precise locations for network communication ports within Customer's Facilities. Customer agrees not to charge Chevron ES to install or maintain such communication paths.

Section 20.07 Termination of Guaranteed Savings. If (i) the Customer notifies Chevron ES in writing of its intent to terminate the Savings Guarantee, (ii) this Contract is terminated by Chevron ES for default by Customer or by Customer for any reason permitted by this Contract or (iii) the Customer fails to maintain the Project in

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accordance with Section 20.03 or is in default of any of its other obligations under this ARTICLE 20, the obligation of Chevron ES to prepare and deliver the Energy Savings Report and to make a Guarantee Payment shall also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, Chevron ES shall have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

Section 20.08 Annual M&V Fee.

- (a) Invoicing and Payment. The Annual M&V Fee for the first Measurement Period shall be invoiced by Chevron ES to the Customer in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by Chevron ES on the first day of the corresponding Measurement Period. The Customer, or its designee, shall pay Chevron ES such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless the Customer gives Chevron ES prior written notice of its intent to terminate the Savings Guarantee, any failure to timely pay the Annual M&V Fee in accordance with this Section 20.08(a) shall be a material default by Customer under this Contract, and Chevron ES, in addition to any other legal, contractual and equitable remedies available to it, shall have no obligation thereafter to perform M&V Services or to make Guarantee Payments.
- (b) Any amount not paid when due shall, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) shall be due and payable upon demand.
- (c) Not Refundable. The Annual M&V Fee is not refundable for any reason.

Section 20.09 Calculations.

- (a) Calculation of Accumulated Savings. Accumulated Savings shall be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and shall be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- (b) Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period shall be included in the EC Savings for the first Measurement Period.
- (c) Calculation of Energy Use Savings. Energy Use Savings shall be calculated by Chevron ES as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- (d) Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings shall be calculated by Chevron ES as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by Chevron ES in the manner set forth in the Savings Measurement and Verification Plan. For the avoidance of doubt, Excess Savings will not be reduced below zero.
- (e) Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, shall be calculated by Chevron ES as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

ARTICLE 21. DISPUTE RESOLUTION

Section 21.01 Dispute Resolution. In the event of a dispute, claim, or controversy ("Dispute") arising out of or in connection with this Contract, the Parties will confer and attempt to resolve the matter informally. If such Dispute cannot be resolved in this manner within ten (10) Business Days after notice of the Dispute is given to the other Party, then the Dispute shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the Dispute relates. The arbitration shall take place at the AAA office geographically closest to the site where the Work has been performed. The arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated).

Section 21.02 Attorneys' Fees. The prevailing Party in any action or arbitration proceeding brought to enforce the terms of this Contract or arising out of this Contract (including actions to enforce an arbitration award)

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may recover its reasonable costs and attorneys' fees expended in connection with such an action or arbitration proceeding from the other Party.

ARTICLE 22. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

ARTICLE 23. ASSIGNMENT

Except as provided in this ARTICLE 23, this Contract may not be assigned by either Party in whole or in part without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

Section 23.01 Assignment by Chevron ES. Chevron ES may assign this Contract and all related contracts without the consent of Customer (i) to an Affiliate; (ii) to an entity that is controlled by, controls, or is under common control with Chevron ES; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. Chevron ES may also assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (x) a lender providing financing to Chevron ES, or (y) a special purpose entity that is an Affiliate of or is controlled by such lender.

ARTICLE 24. TERMINATION

Section 24.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to the provisions of ARTICLE 12 unless such Event of Default has been cured within the applicable time periods for a cure set forth in such ARTICLE 12 in addition to the remedies provided for in ARTICLE 18 the non-defaulting Party may terminate this Contract by providing three (3) Business Days' notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, Chevron ES shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 24.02 Termination for Convenience. Both Chevron ES and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If this Contract is so terminated by mutual agreement, Chevron ES shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

ARTICLE 25. NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

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TO CHEVRON ES: Chevron Energy Solutions Company
150 E. Colorado Boulevard, Suite 360
Pasadena, CA 91105
Tel: 626-304-4711
Fax: 626-304-4701
Attention: Jonathan Brown, Senior Project Manager

With a COPY TO: Legal Department
Chevron Energy Solutions Company
345 California Street, 18th Floor
San Francisco, CA 94104-2624
Tel: 415-733-4500
Fax: 415-733-4957
Attention: Contract Administrator

TO CUSTOMER: City of Hanford
900 South 10th Avenue
Hanford, CA 93230
Tel: 559-585-2571
Fax: 559-583-1529
Attention: John Doyel, Deputy Director of Public Works

ARTICLE 26. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 27. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 28. NO WAIVER

The failure of Chevron ES or Customer to insist upon the strict performance of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Chevron ES or Customer.

ARTICLE 29. SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions; *provided* that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 30. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the City and County of San Francisco, California and, by execution and delivery of this Contract, each of the Parties hereby (i) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any such arbitral award and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

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ARTICLE 31. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

ARTICLE 32. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Contract by email or fax shall be effective as delivery of a manually executed counterpart of this Contract.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

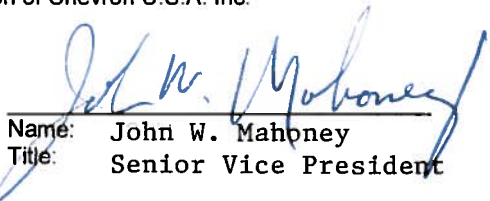
CHEVRON ES:

Chevron Energy Solutions Company,
a Division of Chevron U.S.A. Inc.

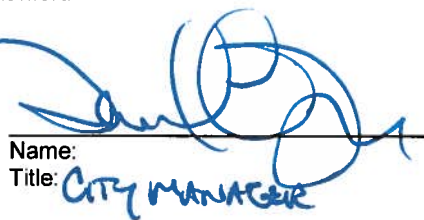
CUSTOMER:

City of Hanford

By:


Name: John W. Mahoney
Title: Senior Vice President

By:


Name: _____
Title: CITY MANAGER

**Energy Services Contract
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**ATTACHMENT A
FORM OF PERFORMANCE BOND**

PERFORMANCE BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Dollars (\$),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated , entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name, address and legal title to Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect; subject, however, to the following conditions:

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any claim or suit under this bond must be instituted before the issuance of the Certificate of Substantial Completion as defined in the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of , 20 .

_____ (Witness)	}	_____ (Principal)
_____ (Witness)	}	_____ (Surety) (Seal) _____ (Title)

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**ATTACHMENT B
FORM OF PAYMENT BOND**

LABOR AND MATERIAL PAYMENT BOND

Bond No.:

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Dollars (\$)

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 20 , entered into a contract with Owner for

(here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name, address and legal title to Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or

performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the earlier to occur of (i) the issuance of the Certificate of Substantial Completion or (ii) the expiration of one (1) year following the date on which Principal ceased Work pursuant to said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this day of , 20 .

_____ (Witness)	{	(Principal) _____ (Title)
_____ (Witness)	{	(Surety) (Seal) _____ (Title)

**ATTACHMENT C
CUSTOMER'S FACILITIES**

The following Customer Facilities are included under the Scope of Work as listed below:

Facility	Location
Photovoltaic Solar Energy System	Houston Avenue & S. 11 th Avenue, Hanford
City Hall and Offices	315-21 N. Douty Street, Hanford
Civic Auditorium	400 N. Douty Street, Hanford
Airport	954 Hanford-Armona Road, Hanford
Train Station	200 Santa Fe Avenue, Hanford
Fire Station No. 1	350 W. Grangeville Boulevard, Hanford
Fire Station No. 2	10553 Houston Avenue, Hanford
Police Department	425 N. Irwin Street, Hanford
Public Works	900 10 th Avenue, Hanford
Waste Water Treatment Plant	1055 Houston Avenue, Hanford
Centennial Park	Hanford-Armona Road between 11th Avenue & 12th Avenue, Hanford
Lacey Park	Corner of Florinda Street & Douty Street, Hanford
Hidden Valley Park	Corner of 11 th Avenue & Corner Street, Hanford
Coe Park	43 S. Douty Street, Hanford
Freedom Park	2000 9 1/2 Avenue, Hanford
Plunge & Skate Park	415 Ford Street, Hanford

Attachment: City of Hanford Phase 2 Executed Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

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**ATTACHMENT D
SCOPE OF WORK**

California State Contractor's License Number 813797

Energy Conservation Measures to Be Implemented

ECM #	Description
PV-1	Photovoltaic (PV) Solar Energy System
L-1	Energy Efficient Lighting Upgrade (Interior and Exterior)
L-2	Intersection Safety Lighting Upgrade
L-3	Street Name Signage Replacement
O-1	Workstation Occupancy Controllers

Solar Generating Facility to be installed

Facility	Nominal kW _p
Photovoltaic Solar Energy System	2,332.8

General Conditions Scope of Work provided by Chevron ES:

- ☐ Project management and engineering.
- ☐ Construction management and supervision. A Chevron ES construction manager will be assigned to this project and will be responsible for monitoring the on-site construction.
- ☐ Provide onsite storage containers for project materials and equipment.
- ☐ Provide trash dumpsters as needed as well as cleanup and disposal of all refuse generated by project.
- ☐ Provide portable toilets.
- ☐ Provide temporary fencing as required for access control in the areas of and for the duration of work.
- ☐ Provide cranes, lifts and rigging necessary for scope of work.
- ☐ Provide startup, acceptance testing, commissioning, training and Operation & Maintenance manuals as needed on systems provided.

ECM PV-1: Photovoltaic (PV) Solar Energy System

Engineering Scope of Work provided by Chevron ES:

- ☐ Prepare plans to be submitted for Customer approval.
- ☐ Provide equipment submittals for Customer acceptance.
- ☐ Interface with Customer's inspector.
- ☐ Provide shop drawings, as appropriate for the work.
- ☐ Interface with Utility for rate schedule changes and interconnect application and approval.
- ☐ Site Survey.
- ☐ California Solar Initiative Incentive monitoring.
- ☐ Record (as-built) plans and equipment data sheets will be provided for the photovoltaic systems. Three (3) sets of printed record and equipment data sheets will be provided.

Project Location Access:

- ☐ Chevron ES has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions. Vehicles and heavy equipment should be expected at the site, primarily for handling and delivering materials.
- ☐ Chevron ES will provide a construction site plan prior to onsite construction.
- ☐ Customer will provide access to necessary locations at all times.

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- ☐ The construction sites will be restricted to project construction personnel.
- ☐ An escort can be scheduled and provided to allow access to the construction sites for Customer staff.
- ☐ Other personnel will not have access to the construction sites.

Scope of Work for Photovoltaic System provided by Chevron ES:

Chevron ES will design, engineer, and install an approximately 2,330 kW_P ground-mounted photovoltaic system adjacent to the City of Hanford Wastewater Treatment Plant (WWTP) located at 10555 Houston Avenue, Hanford, CA 93230. The PV system will cover an area of approximately 15 acres and will be installed in the area west of the existing solar system. The system will have four (4) inverters. The inverters and associated concrete equipment pad will be located adjacent to the arrays. The point of connection for this solar system will be located at the existing electrical panels located at Fire Station No. 2. The height and construction of the new sections of fence will match the existing. A service road will be provided for access to the inverter and arrays. Altering the overall grade or drainage of this site is excluded.

ECM L-1: Energy Efficient Lighting Upgrade (Interior and Exterior)

Existing light fixtures will be retrofitted / installed with energy efficient LED (Light Emitting Diodes) lamps, and electronic drivers as specified in Attachment L - Lighting Scope of Work.

Chevron ES will perform the following work:

- ☐ Retrofit the interior and exterior lighting at fifteen (15) facilities given below.
- ☐ Broken and compromised lamp sockets will be replaced as part of this scope of work.
- ☐ Cracked or yellowed lenses will be replaced as part of this scope. New fixtures will include new lenses.
- ☐ Disposal of old lamps and ballasts per EPA, state and local regulations is included.
- ☐ Project Facilities:

City Hall and Offices	Civic Auditorium
Airport	Train Station
Fire Station No. 1	Fire Station No. 2
Police Department	Public Works
Waste Water Treatment Plant	Centennial Park
Lacey Park	Hidden Valley Park
Coe Park	Freedom Park
Plunge & Skate Park	

Chevron ES has assumed that the buildings are code compliant. Chevron ES has excluded any upgrade to any building electrical system to local, state or federal building or safety codes. Scope of work excludes replacing conductors, conduit, and grounding system. Existing emergency and egress lighting will not be altered, relocated or removed except as documented in the lighting survey.

ECM L-2: Intersection Safety Lighting Upgrade

Chevron ES will perform the following work:

- ☐ Replace one hundred eight-one (181) existing high intensity discharge (HID) "cobra head" fixtures with new Light Emitting Diode (LED) fixtures, as specified in Attachment L - Lighting Scope of Work.
- ☐ Provide traffic control (i.e., cones) to route traffic around work area.
- ☐ Remove and properly dispose of existing "cobra head" fixtures.
- ☐ Provide a new photocell for each new fixture.
- ☐ Provide new wattage stickers on the underside of each new fixture.
- ☐ Provide project documentation to incentive programs.

ECM L-3: Street Name Signage Replacement

Chevron ES will perform the following work:

- ☐ Replace one hundred eight (108) existing street name fixtures with new edge-lit Light Emitting Diode (LED) fixtures, as specified in Attachment L - Lighting Scope of Work.
- ☐ Provide traffic control (i.e., cones) to route traffic around work area.
- ☐ Remove and properly dispose of existing fixtures.
- ☐ Provide project documentation to incentive programs.

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ECM O-1: Workstation Occupancy Controllers

Chevron ES will perform the following work:

- ☐ Furnish and install one hundred twenty (120) WattStopper Isole® workstation occupancy controllers
- ☐ Provide project documentation to incentive programs.

Project Exclusions and Clarifications

Exclusions and Clarifications specific to the Photovoltaic Energy System

- ☐ Prior to start of construction, Customer will clear the site of all debris, existing equipment, crops and other material such that the site is clean and in a level and graded condition suitable for construction.
- ☐ Customer will provide access to the facilities, laydown areas at the work site, and a reasonable number of parking spaces for Chevron ES and Chevron ES's subcontractor vehicles in parking lots at the site.
- ☐ Customer shall provide land title report of site for the Photovoltaic Energy System.
- ☐ The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. Chevron ES shall not be responsible for repairs or upgrades to existing systems, other than those specifically identified herein. No allowances have been made to bring existing systems up to code.
- ☐ A scheduled electrical shutdown will be required if a line-side tap is utilized for the PV system interconnection.
- ☐ The Customer will provide Chevron ES existing dedicated internet connection (CAT-5 connection) for the CSI data acquisition system (DAS) within electrical room #2 at the Facility.
- ☐ The Customer will provide Chevron ES a dedicated internet connection for the information to be transmitted to the CSI Performance Data Provider (PDP), with data portals available for Customer access at their discretion.
- ☐ Chevron ES shall require the assistance of Customer personnel to secure the area and to provide traffic redirection during rigging operations and during the move-in and move-out of large equipment.
- ☐ Chevron ES has assumed plan check and permitting will be performed by Customer at no cost to Chevron ES. Also, cost for plan check or permitting by any entity other than Customer is excluded.
- ☐ Chevron ES has assumed plan check review by the Customer will take ten (10) business days.
- ☐ No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- ☐ Directional boring will be utilized over excavation when possible.
- ☐ Trenching and boring spoils will be distributed across the site at the ground mounted arrays.
- ☐ All existing electrical equipment is assumed to be in good working condition and able to be tapped.
- ☐ Temporary utilities are to be provided by the Customer at no cost to Chevron ES (trailer power, phone lines, construction power, etc.). Chevron ES will pay actual cost of utilities used and will perform the connection of said utilities.
- ☐ Chevron ES will provide rough grading of sites and soil compaction where necessary to assist with system installation.
- ☐ Removal and disposal of existing hazardous materials, including but not limited to asbestos containing material, is to be completed by the Customer. If Chevron ES encounters material suspected to be hazardous, Chevron ES will notify the Customer representative and stop further work in this area until the material is removed and certified.
- ☐ No allowance has been made for landscaping or irrigation restoration. It is assumed that the Customer will restore the landscaping as desired at the end of this project.
- ☐ Twenty-five year manufacturer power output warranty of PV panels upon Chevron ES's receipt of equipment is provided under this contract.
- ☐ Ten year manufacturer warranty of inverters upon Chevron ES's receipt of equipment is provided under this contract.
- ☐ Manufacturers' warranties will be transferred to the Customer upon completion of the project.
- ☐ Photovoltaic Energy System warranty will meet the CSI requirements.
- ☐ Photovoltaic security system of any kind is excluded.
- ☐ Weed/plant removal and abatement is excluded.
- ☐ For the ground mounted arrays the area (footprint) will remain natural. A rock/gravel base is excluded.

General Project Exclusions and Clarifications

- ☐ Project bonding and prevailing wages are included.
- ☐ Plan check and permitting (building/construction and CEQA) will be performed by Customer at no cost to Chevron ES. Cost for plan check or permitting by any entity is excluded.
- ☐ New systems being provided under the scope of work will be code compliant.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

- ☐ Chevron ES standard construction means & methods will be used.
- ☐ The work will be performed during normal work hours, with one exception - the interior lighting scope of work will be completed after normal work hours.
- ☐ Chevron ES will not be responsible for delays to work caused by Customer.
- ☐ With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, Chevron ES will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines.
- ☐ No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, Chevron ES will immediately notify the Customer's representative.

Criteria for Achieving Beneficial Use:

Photovoltaic Energy System

Two weeks of uninterrupted operation of the system.

Lighting System

Two weeks of uninterrupted operation of the system.

Workstation Occupancy Controller

Two weeks of uninterrupted operation of the system.

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**ATTACHMENT E
PROJECT SCHEDULE**

After contract execution, the Chevron ES Construction Manager will develop, with input from the Customer's staff, a master Microsoft Project® schedule. The project team will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a two week look ahead will be coordinated. The Microsoft Project® schedule will be updated on a monthly basis. At this time, Chevron ES estimates that after contract execution, the issuing of subcontractor contracts, design, engineering, mobilization, construction, and commissioning/turnover will take eight months.

Attachment: City of Hanford Phase 2 Executed Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

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**ATTACHMENT F
PROGRESS PAYMENT SCHEDULE**

Design, Engineering, & Mobilization Fee	\$1,999,028
Remaining Implementation Cost	\$7,996,111
=====	=====
Contract Amount	\$9,995,139

The fee for the design, engineering, and mobilization will be invoiced to the Customer on the Contract Effective Date, and shall be due and payable as provided in the Contract.

Estimated Payment Schedule

Days After Contract Effective Date	Estimated Invoice Amount
0	\$1,999,028
30	\$499,750
60	\$499,750
90	\$1,499,361
120	\$499,750
150	\$499,750
180	\$499,750
210	\$499,750
240	\$499,750
270	\$999,500
300	\$999,500
330	\$499,750
360	\$499,750

Attachment: City of Hanford Phase 2 Executed Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

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**ATTACHMENT G
STANDARDS OF OCCUPANCY & CONTROL**

Not Applicable

Attachment: City of Hanford Phase 2 Executed Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)

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**ATTACHMENT H
SAVINGS MEASUREMENT & VERIFICATION PLAN**

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table H-1: Energy Conservation Measures and Measurement & Verification (M&V) Option Matrix.

ECM #	Description	M&V Method	Annual Electric Savings (kWh)	Base Energy Rate (\$/kWh)
PV-1	Photovoltaic (PV) Solar Energy System	Option B	4,482,940	0.1182

1. M&V Option B: Energy savings performance of Scope of Work is measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated, or measured once and then stipulated, some individual loads are continuously monitored to determine performance; this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. Chevron ES will supply a one-time report to the Customer detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - b. Scope of Work:
No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in the table below.

Table H-2: Projected PV Production for ECM PV-1

Year	Total Annual Production (kWh)
1	4,482,940
2	4,460,525
3	4,438,222
4	4,416,031
5	4,393,951
6	4,371,981
7	4,350,122
8	4,328,371
9	4,306,729
10	4,285,195
11	4,263,769
12	4,242,451
13	4,221,238
14	4,200,132
15	4,179,132

2. Base Energy Rates:

The Base Energy Rates are shown in *Table H-1: Energy Conservation Measures and Measurement & Verification (M&V) Option Matrix*.

The Base Energy Rates shown in *Table H-1* are to be increased each year on a cumulative basis by five percent (5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Year thereafter.

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ATTACHMENT I
LIST OF INCENTIVES

1. California Solar Initiative
<http://www.sce.com/solarleadership/qosolar/california-solar-initiative/default.htm>
2. Energy Efficiency Express Solutions
<http://www.sce.com>

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**ATTACHMENT J
MONITORING INSTALLATION SCOPE OF WORK**

Overview of DAS Network Installation & Equipment Requirements

Chevron ES will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the solar photovoltaic system per CSI requirements.

Chevron ES DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with Customer's specifications.
- Test and verify Customer/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Customer/Facility maintenance staff.

Customer Responsibilities:

- Provide one (1) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
- Provide network connectivity to each DAS panel location.
- Provide Chevron ES five (5) business days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

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**ATTACHMENT K
PREVENTIVE MAINTENANCE**

Equipment and Facilities Covered

Chevron ES shall perform Preventive Maintenance Services ("Maintenance Services") as defined in this Attachment K with respect to Generating Facilities being constructed on Customer's property at the following Project Location:

Houston Avenue & S. 11th Avenue, Hanford

I. Term

So long as Customer pays to Chevron ES the Annual Maintenance Fee, Chevron ES will provide the Maintenance Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, the Customer may:

- a. Enter into another agreement with Chevron ES to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

II. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period shall be invoiced by Chevron ES to the Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by Chevron ES on the first day of the corresponding Measurement Period. The Customer, or its designee, shall pay Chevron ES such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless the Customer gives Chevron ES prior written notice of its intent to terminate the Maintenance Services, any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment K shall be a material default by Customer under the Contract, and Chevron ES, in addition to any other legal, contractual and equitable remedies available to it, shall have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due shall, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) shall be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, Chevron ES will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to the Customer on a quarterly basis.

If Chevron ES is no longer the provider of Maintenance Services, the Customer's new provider will maintain similar service logs. Chevron ES shall have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

III. Preventive Maintenance Services Provided

Chevron ES will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on a semi-annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning: Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.

IV. Repair Services

- a. Covered Equipment: Components of the Generating Facilities installed under this Attachment K include:
 1. Inverters
 2. Photovoltaic Panels
 3. Combiner Boxes
 4. Disconnect Switches

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5. AC and DC Power Wire
 6. Meters integral with Inverters
- b. Exclusions:
1. Array structure
 2. Lighting
 3. Roofing
 4. Paint or finish
 5. Concrete
 6. Asphalt
 7. Bollards
 8. Conduit
 9. Data acquisition systems
 10. Meters
 11. Data acquisition communication wire
- c. If a Generating Facility is damaged due to a Force Majeure Event, Customer's negligence, or any other event beyond the control of Chevron ES, Chevron ES shall provide repairs as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated, damaged, parts and equipment. The Customer shall compensate Chevron ES for such repairs/replacement on a time and material basis, with Chevron ES providing back-up cost detail for actual, reasonable costs including reimbursable expenses, multiplied by 1.15.
- d. "Repairs" will include any of the following as necessary: Procuring parts or materials, removing damaged or out-of-specifications parts or materials, installing repaired or replacement parts or materials, and testing.
- V. **Insurance Requirements.** For the purposes of clarity, the obligations of Parties under Sections 11.01, 11.02 and 11.03 of the Contract will apply when Chevron ES is at the Project Location performing Maintenance Services.
- VI. **Services And Equipment To Be Covered By Customer**
- Chevron ES's obligations under this Attachment K are expressly conditioned upon Customer's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to Chevron ES:
- a. The Generating Facilities described herein shall be made available to Chevron ES as of the Effective Date of the Contract.
 - b. Operate and maintain security systems associated with Generating Facilities.
 - c. Customer shall be responsible for maintenance of all landscaping in and around Generating Facilities including tree trimming.
 - d. Allowing Chevron ES and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
 - e. Allowing Chevron ES and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for Chevron ES to satisfy its obligations under the Contract, all free of charge to Chevron ES.
 - f. Customer shall be responsible pursuant to applicable law for the remediation of any known Hazardous Substances encountered by Chevron ES during the performance of the Maintenance Services which Hazardous Substances were not deposited by Chevron ES, including any backfill with clean soil as may be reasonably required.
 - g. Customer shall insure the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
 - h. Chevron ES shall have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Customer's failure to satisfy the conditions set forth in this Attachment K.

**Energy Services Contract
City of Hanford and Chevron Energy Solutions Company**

**ATTACHMENT L
LIGHTING SCOPE OF WORK**

Attachment: City of Hanford Phase 2 Executed Contract (PW: Amendment to two Energy Services Contracts with ENGIE Services.)



AGENDA STAFF REPORT

MEETING DATE: 11/1/2022	AGENDA SECTION: B
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SUBJECT:

Community Development: Authorization to submit a grant application for the Urban Community Drought Relief Program and, if awarded, authorization for the City to Accept the grant agreement and the City Manager to execute any related documents

RECOMMENDATION:

Authorize the City Manager or designee to submit any required documents, invoices, and reports required to obtain grant funding via the Urban Community Drought Relief Program.

BACKGROUND:

The Department of Water Resources (DWR) has released a solicitation package for the Urban Community Drought Relief Program and is currently accepting applications. The program has three primary funding sources: Urban Community Drought Relief (\$175 million allocation), Turf Replacement (\$38 million allocation) and Conservation for Urban Suppliers (\$71 million allocation). The intent of the program is to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, to secure the future of California's water supply, and to protect fish and wildlife resources.

City Staff is requesting authorization to apply for up to \$7,000,000 for two wells, two water storage tanks, and to replace non-functional turf with drought tolerant landscaping at City facilities and parks. As currently designed, City Staff expects to apply for up to \$6,250,000 to fund the well and tank project with the remaining \$750,000 to fund turf replacement. The City has \$1,750,000 available that may be used as a grant match for the projects.

Applications are being accepted on an on-going basis with a January 31, 2023 deadline.

FISCAL IMPACT:

Up to 25% match unless the City receives a cost share waiver (50% of the primary benefit serves an under represented community).

ATTACHMENTS:
Resolution 22-43-R

RESOLUTION NO. 22-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA, AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE AND EXECUTION FOR THE URBAN COMMUNITY DROUGHT RELIEF PROGRAM**

At regular meeting of the City Council of the City of Hanford duly called and held on November 1, 2022, it was moved by Council Member , and seconded by Council Member, and carried that the following resolution be adopted

WHEREAS, the City of Hanford proposes to construct two wells and two water storage tanks and replace ornamental turf with drought tolerant landscaping;

WHEREAS, the City of Hanford has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, City of Hanford intends to apply for grant funding from the California Department of Water Resources through the Urban Community Drought Relief Program;

NOW, THEREFORE, BE IT RESOLVED by the Hanford City Council as follows:

THEREFORE, BE IT RESOLVED by the [Governing Body] of the [Agency Name] as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the City of Hanford City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Hanford City Manager or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Hanford City Manager or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Hanford held on November 1, 2022, by the following vote:

AYES:	Council Member _____
NOES:	Council Member _____
ABSTAIN:	Council Member _____
ABSENT:	Council Member _____

Approved _____

Kalish Morrow
Mayor of the City of Hanford

ATTEST:

Natalie Corral
City Clerk

STATE OF CALIFORNIA)
COUNTY OF KINGS)
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 20th day of September, 2022.

Date: _____

City Clerk

Attachment: Resolution 22-43-R (CD: Authorization to Apply for the Urban Community Drought Relief Program)



**AGENDA
STAFF REPORT**

MEETING DATE: 11/1/2022	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Tom Webb	12/6/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	11/15/2022
7/19/2022	Formal direction from Council on roundabouts or signalized intersections in the Downtown Pedestrian and Traffic Safety project	Council Consensus	Various	11/15/2022
8/2/2022	Discussion regarding a process to formally oppose any movement of groundwater outside of the jurisdiction of Kings County and update on Groundwater	Council Consensus	Jason Waters	12/6/2022
9/20/22	Review of Measurable Objectives for Parks as previously reviewed and approved by Council on June 7, 2022	Council Consensus	Brad Albert	12/6/2022
10/18/2022	Update on Hidden Valley Park including change of zoning and scoping meetings.	Council Consensus	Brad Albert	12/6/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)