

LEMOORE PLANNING COMMISSION
Regular Meeting
AGENDA
Lemoore Council Chamber
429 'C' Street

September 10, 2018
7:00 p.m.

1. Pledge of Allegiance

2. Call to Order and Roll Call

3. Public Comment

This time is reserved for members of the audience to address the Planning Commission on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Commission. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. The Commission is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Commission, any handouts for Commissioners will be provided to the Planning Commission Secretary for distribution to the Commissioners and appropriate staff.

4. Approval – Minutes – Regular Meeting, August 13, 2018

5. Public Hearing – to consider and accept public comment for Conditional Use Permit No. 2018-03: A request by the Dollar General Store to allow for the off-site sale of alcoholic beverages at 155 South 19th Avenue in the City of Lemoore (APN 023-420-014)

6. Public Hearing – to consider and accept public comment on a recommendation to adopt a Mitigated Negative Declaration and a recommendation to the City Council regarding adoption of an ordinance approving a Development Agreement proposed by and between the City of Lemoore and Kashian (Developer) to establish the terms on which City will sell the Property located on the northeast corner of Idaho Avenue and SR 41 to Developer and Developer will acquire from City and construct a manufacturing, distribution and warehouse center consisting of approximately 1,025,000 sq. ft. of building space according to schedule imposed herein; all in consideration of the City constructing the requisite right of way and infrastructure to accommodate the industrial development ("City Improvements") and selling the Property to Developer for the sum disclosed to the City Council in Closed Session ("Project").

7. Director's Report – Judy Holwell

8. Commission's Reports and Requests for Information

9. Adjournment

Upcoming Meetings

Regular Meeting of the Planning Commission, October 8, 2018

Agendas for all Planning Commission meetings are posted at City Hall, located at 119 Fox Street, at least 72 hours prior to the meeting. Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the Community Development Department, located at 711 W. Cinnamon Drive, during normal business hours.

The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6740, at least four (4) business days prior to the meeting.

CERTIFICATION OF POSTING

I, Kristie Baley, Planning Commission Secretary for the City of Lemoore, do hereby declare that I posted the above Planning Commission Agenda for the Regular Meeting of Monday, September 10, 2018 at 7:00 p.m. at City Hall, 119 Fox Street in accordance with applicable legal requirements.

Posted this 7th day of September 2018.

Kristie Baley, Planning Commission Secretary

**Minutes of the
LEMOORE PLANNING COMMISSION
August 13, 2018**

PLEDGE OF ALLEGIANCE

MEETING CALLED TO ORDER

At 7:00 p.m., the meeting was called to order.

ROLL CALL	Chair:	Clement
	Vice Chair:	Etchegoin
	Commissioners:	Boerkamp, Franklin, Koelewyn, Marvin, Meade

City Staff and Contract Employees Present: Community Development Director Holwell; City Attorney Linden; City Planner Brandt (QK); Planner Staff Bispels (QK); Commission Secretary Baley

PUBLIC COMMENTS AND INQUIRIES

ITEM NO. 3

There was no comment.

REQUESTS FOR APPROVAL

ITEM NO. 4 MINUTES – REGULAR MEETING, JULY 9, 2018

Commissioner Clement noted a correction would be made to page 3 of the Minutes regarding the time the meeting adjourned (8:01 p.m.) and the date the Minutes were approved (August 13th).

Motion by Commissioner Meade, seconded by Commissioner Marvin, to approve the Minutes of the Planning Commission Regular Meeting of July 9, 2018 as corrected.

Ayes: Meade, Marvin, Boerkamp, Franklin, Koelewyn, Etchegoin, Clement

PUBLIC HEARINGS

ITEM NO. 5 PUBLIC HEARING – CONDITIONAL USE PERMIT NO. 2018-02: A REQUEST BY AMERICAN VAPE COMPANY, INC. TO ALLOW A VAPE SHOP AT 155 W. HANFORD-ARMONA ROAD, SUITE A IN THE CITY OF LEMOORE (APN 021-380-004). THE SITE IS LOCATED IN A STRIP MALL THAT IS ZONED NEIGHBORHOOD COMMERCIAL.

Planner Staff Bispels presented the project and provided staff's recommendation.

The public hearing opened at 7:08 p.m.

Jon Renberg, Representative for American Vape Company, spoke.

There were no other comments.

The public hearing closed at 7:10 p.m.

Motion by Commissioner Etchegoin, seconded by Commissioner Franklin to approve Resolution No. 2018-05, a Resolution of the Planning Commission approving Conditional Use Permit No. 2018-02 to allow a vape shop at 155 W. Hanford-Armona Road, Suite A.

Ayes: Etchegoin, Franklin, Boerkamp, Koelewyn, Marvin, Meade, Clement

ITEM NO. 6 PUBLIC HEARING – TENTATIVE SUBDIVISION MAP NO. 2018-01 (TRACT 793) AND MAJOR SITE PLAN REVIEW NO. 2018-03: A REQUEST BY DALEY ENTERPRISES, INC. TO DIVIDE 17.87 ACRES INTO 30 SINGLE-FAMILY LOTS, 12 MULTI-FAMILY LOTS, AND A REMAINDER. THE SITE IS LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 198 AND HIGHWAY 41 (APN 023-320-005)

City Planner Brandt presented the project and provided staff's recommendation.

The public hearing opened at 7:17 p.m.

Scott Daley, Representative for Daley Enterprises, Inc., spoke.

There were no other comments.

The public hearing closed at 7:18 p.m.

Motion by Commissioner Meade, seconded by Commissioner Koelewyn to approve Resolution No. 2018-06, a Resolution of the Planning Commission approving Tentative Subdivision Map No. 2018-01 and Major Site Plan Review No. 2018-03

Ayes: Meade, Koelewyn, Boerkamp, Franklin, Marvin, Etchegoin, Clement

DISCUSSION

ITEM NO. 7 DISCUSSION – DRIVEWAYS, DRIVE APPROACHES AND PERCENTAGE OF FRONT YARD COVERAGE (PAVING) ON SINGLE-FAMILY LOTS

Community Development Director Holwell presented the Ordinance information and options.

City Attorney Linden provided clarification regarding the Commissions duty.

Jeremy Mellon, 445 Ruby Drive, spoke.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

ITEM NO. 8

Community Development Director Holwell provided the Commission with the following information:

Site plan reviews for the following projects are tentatively scheduled for the September 10, 2018 agenda:

- 1) *an 80 acre industrial development to be located at the North East Corner of SR 41 and Idaho Avenue*
- 2) *a mixed use development to be located at SR 41 and Hanford-Armona Road, and*
- 3) *a conditional use permit application to allow alcohol sales received from the Dollar General Store.*

Staff is working with property owners interested in developing industrial projects on sites zoned for industrial development on Iona Avenue. Applications have not been submitted.

Staff is working with a developer proposing to build a Hilton hotel in Hanford or Lemoore.

The Arco fuel station and convenience store opened last week. The grand opening has been postponed to a future date.

COMMISSIONER'S REPORTS AND REQUESTS FOR INFORMATION

ITEM NO. 9

There were no reports or requests for information.

ADJOURNMENT

At 7:55 p.m., the meeting adjourned.

Approved the 10th day of September 2018.

APPROVED:

Bob Clement, Chairperson

ATTEST:

Kristie Baley, Commission Secretary



119 Fox Street • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

Staff Report

To: Lemoore Planning Commission **Item No. 5**
From: Steve Brandt, City Planner
Date: August 22, 2018 **Meeting Date:** September 10, 2018
Subject: **Conditional Use Permit No. 2018-03:** A request by Dollar General to allow for the sale of alcoholic beverages at 155 South 19th Avenue in the City of Lemoore (APN 023-420-014).

Proposed Motion:

Move to adopt Resolution No. 2018-07, approving Conditional Use Permit No. 2018-03, with the attached conditions.

Project Proposal:

The applicant is proposing to sell beer and wine for off-site consumption (Type 20 ABC license). The sale of alcohol requires a Conditional Use Permit (CUP) per the Lemoore Zoning Ordinance. The grocery and consumer goods store, Dollar General, has been constructed on a 1.05-acre site in accordance with Minor Site Plan Review 2016-02 approved August 28, 2017.

Applicant	Dollar General Store #18498 c/o Steve Rawlings, Alcoholic Beverage Specialists
Location	155 South 19 th Avenue
Existing Land Use	Grocery and consumer goods store
APN(s)	023-420-014
Total Building Size	7,489 square feet
Zoning	NC (Neighborhood Commercial)
General Plan	Neighborhood Commercial

Adjacent Land Use, Zone and General Plan Designation

<u>Direction</u>	<u>Current Use</u>	<u>Zone</u>	<u>General Plan</u>
North	Vacant commercial lots	NC	Neighborhood Commercial
South	Residential	RLD	Low Density Residential
East	Shopping center	NC	Neighborhood Commercial
West	Vacant commercial lots, dialysis center	NC	Neighborhood Commercial

Previous Relevant Actions:

City staff approved Minor Site Plan Review 2016-02 on August 28, 2017, for construction of the new building and the site.

Zoning/General Plan:

The site is planned as Neighborhood Commercial and zoned NC. Three of the adjacent parcels are also zoned NC, as the proposed site is near the corner of two arterials. Single-family homes occupy the parcels adjacent to the south of the site, consistent with their zoning for low density residential. Per the Lemoore Municipal Code, the sale of alcohol is a use that can be approved through a CUP in the Neighborhood Commercial zone. This project is being brought to the Planning Commission because the sale of alcohol requires a CUP. Review of the CUP allows the Planning Commission to also comment and condition the site plan and design.

Access and Right of Way:

The building's main entrance faces a parking lot which is accessed from South 19th Avenue.

Parking / On-site Circulation:

The site plan includes 30 parking stalls. No additional parking is required.

Architectural and Site Design Standards:

Architectural and Site Design Standards were approved by Minor Site Plan Review application no. 2016-02. The Neighborhood Commercial Zone and the Low Density Residential Zone are divided by a block wall and a landscape buffer.

Operations:

The applicant has stated in the application that the site is a retail store with groceries and consumer goods. The sale of alcohol is incidental to their wide selection of offerings. They have offered several operational policies in their application, such as no alcohol advertising visible outside, security cameras, and cooperation with law enforcement. These have been made recommended conditions of the approval of the CUP.

Signage:

All new signage is required to meet the City Zoning Ordinance. The project would be allowed building signage and monument signage per the standards in the Ordinance. The addition of signage requires the submittal of a separate sign permit application.

Environmental Assessment:

The project is exempt from the requirements of the California Environmental Quality Act (CEQA) under the Class 1 (Existing Facilities) categorical exemption contained in Section 15301 of the CEQA Guidelines.

Recommended Approval Findings:

A CUP shall be granted only when the designated approving authority determines that the proposed use or activity complies with all of the following findings. City staff recommends that these findings be made based upon review of the project as described in this staff report, and with the recommended conditions of approval. The underlined text explains how the use or activity complies with the corresponding finding.

1. The proposed use is consistent with the general plan, any applicable specific plans, and all applicable provisions of this title. The proposed use is consistent with the General Plan; the proposed land uses are consistent with the Zoning Ordinance.
2. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city. The site is located near other compatible retail uses.
3. The site of the proposed use is physically suitable for the type, density, and intensity of the use and related structures being proposed. The site is physically able to support the proposed use. The maximum occupancy will be set in accordance with the Fire Code.
4. It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located. The proposed use and related structures are compatible with other land uses, transportation patterns, and service facilities in the vicinity.

Recommended Conditions:

Staff recommends the following conditions be applied to the approval of the Conditional Use Permit:

1. The site shall be developed consistent with the approved Minor Site Plan Review No. 2016-02, the submitted site plan, and applicable development standards found in the Zoning Ordinance.
2. The operation shall be conducted in accordance with this conditional use permit. Any deviations from the approvals shall first require approval of an amendment to this CUP.
3. The establishment shall obtain and maintain a valid Type 20 license from the Alcoholic Beverages Control Board (ABC). A change to a more intensive license type shall require an amendment to this conditional use permit.
4. The establishment shall comply with all federal and state laws regarding the sale of alcohol.
5. Business hours and the sale of alcohol shall comply with ABC regulations.
6. The operation shall be conducted in accordance with the attached operational statement.
7. Surveillance cameras shall be located throughout the sales area as well as storage area that are capable of storing at least one month of activity. Interior camera records and images shall be made available to the police department if it relates to a criminal investigation.
8. No single sales of beer products are permitted. Malt liquor, malt beverages, and beer products shall not be sold in less than six (6) pack quantities.
9. All alcoholic beverages will be stored on shelves or in cooler. Displays on the floor or in containers in the aisles is prohibited.
10. All signs shall require a sign permit separate from the building permit. No signs advertising alcoholic beverages will be displayed outside of the premises or inside the store visible to the outside of the store.
11. Window signs shall not restrict visibility into the building by law enforcement officers.
12. The project and all subsequent uses must meet the requirements found in Section 9-5B-2 of the Zoning Ordinance related to noise, odor, and vibration.

13. The time limits and potential extensions and expiration of this conditional use permit are established per Section 9-2A-9 of the City of Lemoore Zoning Ordinance.

Attachments:

Vicinity Map
Draft Resolution
Operational Statement
Site Plan



Vicinity Map
CUP NO. 2018-03

 Project Site

RESOLUTION NO. 2018-07

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMOORE
APPROVING CONDITIONAL USE PERMIT NO. 2018-03 TO ALLOW THE SALE OF BEER AND WINE
AT THE DOLLAR GENERAL STORE, LOCATED AT 155 S. 19th AVENUE
IN THE CITY OF LEMOORE (APN 023-420-014)**

At a Regular Meeting of the Planning Commission of the City of Lemoore, duly called and held on September 10, 2018, at 7:00 p.m. on said day, it was moved by Commissioner _____, seconded by Commissioner _____, and carried that the following Resolution be adopted:

WHEREAS, Dollar General has requested a conditional use permit to allow for the sale of beer and wine for off-site consumption at 155 S. 19th Avenue in the City of Lemoore (APN 023-420-014); and

WHEREAS, the proposed site contains an existing commercial building; and

WHEREAS, the proposed site is designated in the General Plan as Neighborhood Commercial, and the zoning on the parcel is NC (Neighborhood Commercial); and

WHEREAS, the proposed use can be approved with a conditional use permit under the Lemoore Municipal Code; and

WHEREAS, the project is exempt from the requirements of the California Environmental Quality Act (CEQA) under the Class 1 categorical exemption (Existing Facilities) contained in Section 15301 of the CEQA Guidelines; and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at its September 10, 2018, meeting.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemoore hereby makes the following findings regarding the proposed conditional use permit:

1. The proposed use is consistent with the general plan, any applicable specific plans, and all applicable provisions of this title. The proposed use of the building is consistent with the General Plan; the proposed land uses are consistent with the Zoning Ordinance.
2. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city. The site is located near other compatible retail and entertainment uses.
3. The site of the proposed use is physically suitable for the type, density, and intensity of the use and related structures being proposed. The site is physically able to support the site. The maximum occupancy will be set in accordance with the Fire Code during the building remodeling.
4. It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located. The

proposed use and related structures are compatible with other land uses, transportation patterns, and service facilities in the vicinity.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lemoore finds that the project is exempt from the requirements of CEQA under the Class 1 (Existing Facilities) categorical exemption contained in Section 15301 of the CEQA Guidelines, and approves Conditional Use Permit No. 2018-03 subject to the following conditions:

1. The site shall be developed consistent with the approved Minor Site Plan Review 2016-02, the submitted site plan, and applicable development standards found in the Zoning Ordinance.
2. The operation shall be conducted in accordance with this conditional use permit. Any deviations from the approvals shall first require approval of an amendment to this conditional use permit.
3. The establishment shall obtain and maintain a valid Type 20 license from the Alcoholic Beverages Control Board (ABC). A change to a more intensive license type shall require an amendment to this conditional use permit.
4. The establishment shall comply with all federal and state laws regarding the sale of alcohol.
5. Business hours and the sale of alcohol shall comply with ABC regulations.
6. The operation shall be conducted in accordance with the attached operational statement.
7. Surveillance cameras shall be located throughout the sales area as well as storage area that are capable of storing at least one month of activity. Interior camera records and images shall be made available to the police department if it relates to a criminal investigation.
8. No single sales of beer products are permitted. Malt liquor, malt beverages, and beer products shall not be sold in less than six (6) pack quantities.
9. All alcoholic beverages will be stored on shelves or in cooler. Displays on the floor or in containers in the aisles is prohibited.
10. All signs shall require a sign permit separate from the building permit. No signs advertising alcoholic beverages will be displayed outside of the premises or inside the store visible to the outside of the store.
11. Window signs shall not restrict visibility into the building by law enforcement officers.
12. The project and all subsequent uses must meet the requirements found in Section 9-5B-2 of the Zoning Ordinance related to noise, odor, and vibration.
13. The time limits and potential extensions and expiration of this conditional use permit are established per Section 9-2A-9 of the City of Lemoore Zoning Ordinance.

Passed and adopted at a Regular Meeting of the Planning Commission of the City of Lemoore held on September 10, 2018, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

Bob Clement, Chairperson

ATTEST:

Kristie Baley, Commission Secretary

Dollar General Store #18498 - Lemoore, CA



DOLLAR GENERAL[®]



Dollar General at a Glance



Company

- Leading small-box, convenient discounter
- #183 on the Fortune 500
- Sales of \$14.8 billion in 2011
- 90,000+ full-time & part-time employees
 - Created 21,000 new jobs since 2008
 - Plan to add 6,000 new jobs in 2012
- Freedom Award and Distinguished Service Award Recipient

Stores

- More than 10,000 stores in 40 states
- Convenient size in convenient locations

Merchandise

- National and private brands
- Everyday necessities and compelling buys
- Approximately 10,000 SKUs per store
- Multiple price points; about 26% at \$1 or less

Customers

- Value-conscious and convenience-seeking
- Broad cross-section of America



More than 10,000 Stores in 40 States

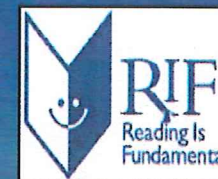
DG



Community Giving

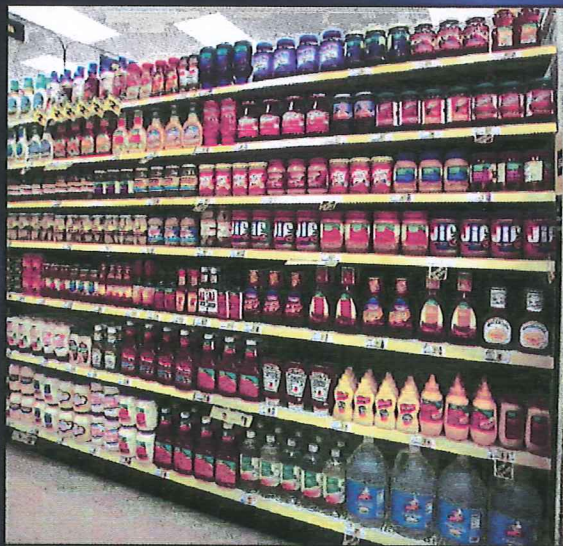
DG

- Since 1993, the Dollar General Literacy Foundation has:
 - awarded over \$71.2 million in grants
 - helped over 4.1 million individuals learn to read, get their GED or learn the English language.
- 2011 DG Corporate, DG Literacy Foundation & DG Employee Assistance Foundation:
 - Over \$32 million donated to and raised for charitable causes in 2011
 - More than 2,800 grants awarded in 38 states in 2011



Inside the Store

DG



Inside the Store

DG





DG

[illegible]

-

- Computer-based training is required for all employees
- Regular store team meetings on responsible sales

- Industry-leading performance for compliance checks
- Fewer than 25 violations companywide since 2009

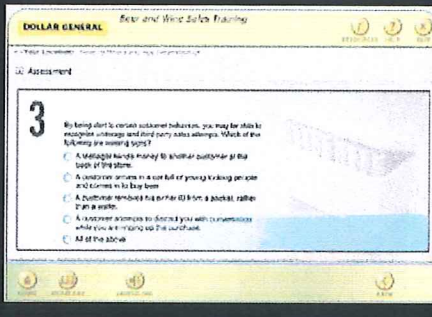
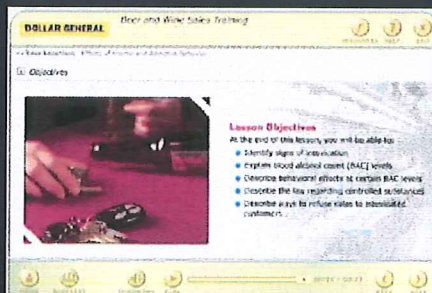
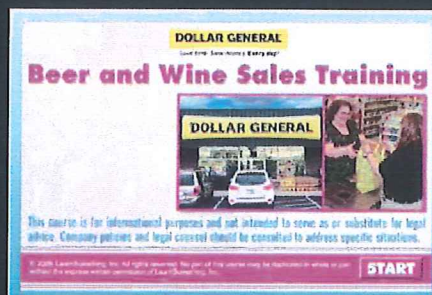
Dollar General Beer & Wine Sales Training

DG



When A Store Is Licensed:

- All employees must complete computer-based training on responsible sales before the product is set in the store.
- Course includes examples, policies, and knowledge tests.
- Employees must score 100% to pass the course.



DOLLAR GENERAL
BEER & WINE SALES TRAINING

Week 11 • April 9, 2011

Team Meeting: Beer and Wine Sales Update
Review the Beer and Wine Sales Update with your store team during your weekly TEAM meeting. After the meeting, have each employee sign and date this sheet online. Post this sheet in the store office with the B&W Training Sign. *Owner/Store Manager has completed Beer and Wine Sales Training Test by 11/11/11.*

Responsible Beer & Wine Sales

- Selling beer and wine is a sale responsibility. We want to ensure that EVERYONE in our stores is trained to sell in compliance with state laws, our policies, and our ethics.
- This 100% course ensures that all employees have completed Beer and Wine Sales Training on 11/11/11 and that everyone is ready to sell on Sunday Evening Hours. We want to have 100% completion Rate! All new hires must complete training within 3 days.
- We do not want anyone, every time, if a customer can't provide a valid ID, decline the sale. NEVER sell to anyone who is underage or intoxicated. We DO sell to our teens and our customers!

Customer & Store Policies

- Your Beer and Wine Sales are NOT required to give you a credit for damaged or expired product.
- If your vendor says that you should be paid back damaged or expired product, please return it to them. If your vendor cannot give you credit or pay up the damages on expired product, please return it to your vendor. The function will be available on the 11/11/11. The store manager or the vendor must give you a copy of any damaged or expired product.
- Return your Beer and Wine Sales. Please return any product that is not in the store of expiration.

Vendor Information

- Our Beer and Wine Sales are not required to give you a credit for damaged or expired product. If your vendor cannot give you credit or pay up the damages on expired product, please return it to your vendor. The function will be available on the 11/11/11. The store manager or the vendor must give you a copy of any damaged or expired product.
- Our Beer and Wine Sales are not required to give you a credit for damaged or expired product. If your vendor cannot give you credit or pay up the damages on expired product, please return it to your vendor. The function will be available on the 11/11/11. The store manager or the vendor must give you a copy of any damaged or expired product.
- Our Beer and Wine Sales are not required to give you a credit for damaged or expired product. If your vendor cannot give you credit or pay up the damages on expired product, please return it to your vendor. The function will be available on the 11/11/11. The store manager or the vendor must give you a copy of any damaged or expired product.

Training Objectives

- Know your store's policies, pricing, and training. Understand the importance of responsible sales.
- Recognize the signs of intoxication. Understand the importance of responsible sales.
- Explain social alcohol content (SAC) levels. Understand the importance of responsible sales.
- Describe behavioral effects at certain BAC levels. Understand the importance of responsible sales.
- Describe the law regarding controlled substances. Understand the importance of responsible sales.
- Describe ways to refuse sales to intoxicated customers. Understand the importance of responsible sales.

ALL STORE EMPLOYEES MUST SIGN AND DATE BELOW

SIGNATURE	DATE	SIGNATURE	DATE

Follow-up:

- All new employees must complete Beer & Wine Sales Training within 3 days of hire.
- The store teams hold regular refresher meetings on responsible sales practices.

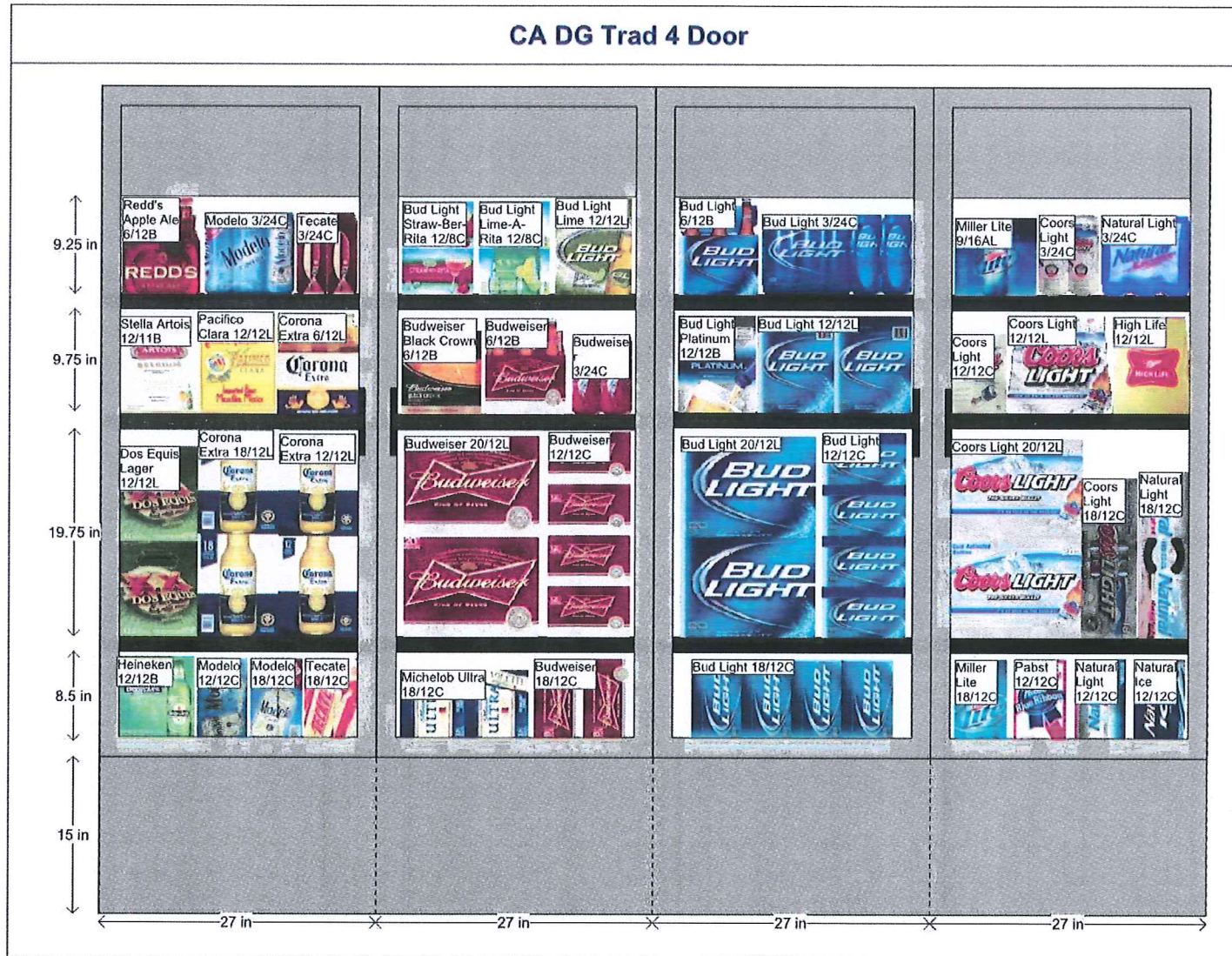
Measures to Prevent Adverse Impacts

Dollar General implements multiple measures to mitigate potential adverse impacts from alcohol sales:

- Surveillance cameras are located throughout the sales area as well as storage area that are capable of storing at least 1 month activity. The system continuously records and has the date and time stamped onto images at all times. Interior camera record in color and images will be made available to the police department if it relates to a criminal investigation.
- Dollar General employees go through corporate training for alcohol sales.
- When beer or wine is scanned into the POS, employees are prompted to enter a birth date and restrict purchase if the date entered does not meet the age requirement.
- No single sales of beer products: Malt liquor or malt beverage products or beer products are not be sold in less than six (6) pack quantities.
- No signs advertising alcoholic beverages will be displayed outside the premises or inside the store in which visible to the outside of the store.
- All alcohol beverages will be stored on shelves or in cooler, no displays on the floor or in containers in aisles.

Beer & Wine Cooler Displays

CA DG Trad 4 Door



Beer and Wine Warm Shelf Display



Wine Shelf Display



Site Plan - Dollar General Store #18498		155 S. 19th Ave., Lemoore, CA		Applicant: Dolgen California, LLC c/o Steve Rawlings Alcoholic Beverage Specialists 26023 Jefferson Ave., Suite B Murrieta, CA 92562	
PROTOTYPE:	METRO-LD	DEVELOPER	DESIGNER	DATE:	
BLDG/SALES SF:	7,489 / 5,686	COMPANY: EMBREE ASSET GROUP	COMPANY: EMBREE ASSET GROUP	1/3/2018	
ACRES/SQ.FT.:	± 1.05 / 45,937	NAME: JASON RENNA	NAME: TREY HAMILTON		
PARKING SPACES:	30	PHONE #: 512-819-4992	PHONE #: 602-296-5782		

LEGEND:		BUILDING SETBACKS:		REQUIRED PARKING:	
	HEAVY DUTY PCC	FRONT: 0'		EQUATION 3.5 / 1000 SF = 26	
	HEAVY DUTY AC	SIDE: 10' ADJACENT TO RESIDENTIAL ZONING		SPACES PROVIDED = 30	
	LIGHT DUTY AC	REAR: 0'		MINIMUM DIMENSIONS	
	LANDSCAPE	LANDSCAPE BUFFER ALONG ARTERIAL & COLLECTOR: 15' R.O.W. DEDICATION		DRIVE AISLE: 24'	
				STD. STALLS: 9'x20'	
				JURISDICTION: CITY OF LEMOORE, CA	

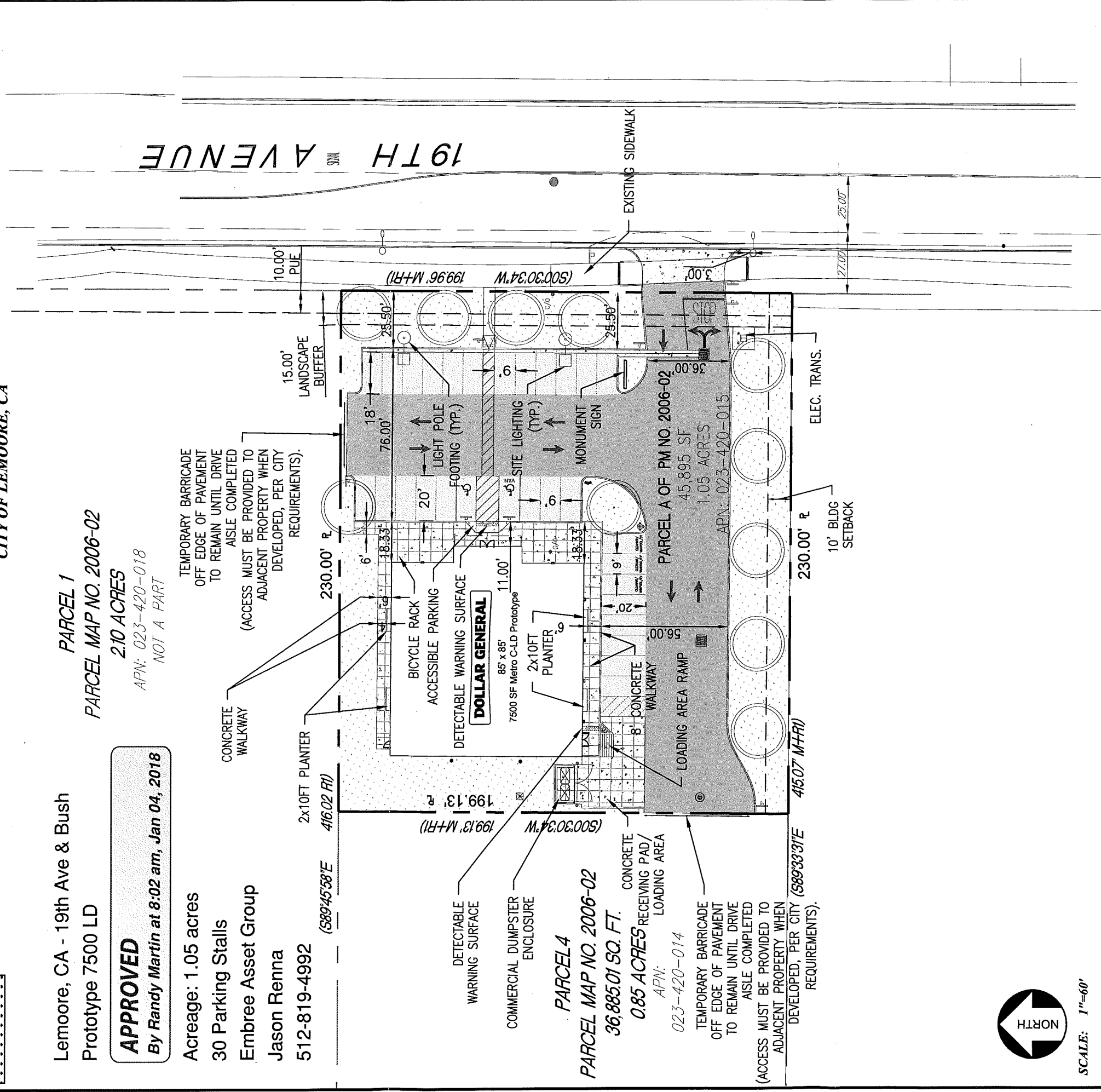
NOTES & ISSUES:
1. Current zoning is: NC (Neighborhood Commercial)

Lemoore, CA - 19th Ave & Bush
Prototype 7500 LD

PARCEL 1
PARCEL MAP NO. 2006-02
2.10 ACRES
APN: 023-420-018
NOT A PART

APPROVED
By Randy Martin at 8:02 am, Jan 04, 2018

Acreage: 1.05 acres
30 Parking Stalls
Embree Asset Group
Jason Renna
512-819-4992



SCALE: 1"=60'

STORE PLANNING HOTLINE
(615) 855-5385



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

Staff Report

Item No: 6

To: Lemoore Planning Commission

From: Michelle Speer, Assistant City Manager

Date: August 28, 2018

Meeting Date: September 10, 2018

Subject: Public Hearing to consider and accept public comment on a recommendation to adopt a Mitigated Negative Declaration and a recommendation to the City Council regarding adoption of an ordinance approving a Development Agreement proposed by and between the City of Lemoore and Kashian (Developer) to establish the terms on which City will sell the Property located on the northeast corner of Idaho Avenue and SR 41 to Developer and Developer will acquire from City and construct a manufacturing, distribution and warehouse center consisting of approximately 1,025,000 sq. ft. of building space according to schedule imposed herein; all in consideration of the City constructing the requisite right of way and infrastructure to accommodate the industrial development (“City Improvements”) and selling the Property to Developer for the sum disclosed to the City Council in Closed Session (“Project”).

Proposed Motion:

I moved to approve Resolution No. 2018-08, recommending adoption of the Mitigated Negative Declaration (MND) and approval of the Disposition and Development Agreement (DDA) between the City of Lemoore and KKAL, LP for development of approximately 83.5 acres.

Subject/Discussion:

The City of Lemoore owns real property located near the Northeast corner of State Route (SR) 41 and Idaho Avenue, consisting of approximately 83.5 acres. It is planned Light Industrial pursuant to the Lemoore 2030 General Plan. The City has attempted to find a developer willing to develop the property in order to promote economic growth in the community.

Since 2017, the City has been in discussion with KKAL, LP, regarding potential development on the site. The proposed DDA outlines the requirements of both parties, should the City Council approve the document.

The proposed DDA would allow KKAL to purchase the property for ten (10) dollars. In exchange, the developer will develop a manufacturing, distribution, and warehouse center consisting of approximately 1,025,000 square feet of building space, create approximately 1300 jobs, increase the property tax base and provide secondary economic benefits to the City of Lemoore.

The project will be developed in phases; twelve (12) acres every two (2) years over six (6) phases. The City of Lemoore will be responsible for constructing the necessary infrastructure for the project; including water, sewer, storm water, and streets, curbs, and gutters.

City staff has been working with KKAL, LP to establish terms that are agreeable to both parties. The development of the property has the potential to create jobs in the community, stimulate economic growth through property tax revenues, and encourage interest from other developers for future projects.

The Mitigated Negative Declaration evaluated the proposed project under the DDA and concludes that the initial study identified potentially significant effects, but:

1. Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed mitigated negative declaration and initial study were released for public review avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
2. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

The site plan, elevations, and parcel map attached to the DDA are conceptual at this point. They will be formally brought back to the Planning Commission for review and consideration of a major site plan review and parcel map.

Mitigated Negative Declaration

During the public review of the Mitigated Negative Declaration, the Tachi Tribe formally contacted the City staff to request mitigation measures that would protect the site in the event that there are sensitive artifacts at the site. Specific mitigation measures will be proposed to City Council to be added to the Mitigated Negative Declaration at its public hearing.

Alternatives or Pros/Cons:

Pros:

- Job creation
- Economic benefits through tax generation
- Potential stimulation of future growth

Cons

- Financial responsibility for necessary infrastructure is not budgeted

Staff Recommendation:

City Staff recommends adoption of resolution recommending approval of the MND and ordinance adopting the DDA with KKAL, LP and the City of Lemoore for the development of approximately 83.5 acres into a manufacturing, warehousing, and distribution center.

Attachments:

- ☒ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other

List: Disposition and Development Agreement
Mitigated Negative Declaration

Review:

- ☐ Asst. City Manager
- ☐ City Attorney
- ☐ City Clerk
- ☐ City Manger
- ☐ Finance

Date:

RESOLUTION NO. 2018-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMOORE RECOMMENDING ADOPTION OF THE CEQA INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND APPROVAL OF THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEMOORE AND KKAL, LP FOR DEVELOPMENT OF APPROXIMATELY 83.5 ACRES LOCATED ON THE NORTHEAST CORNER OF STATE ROUTE 41 AND IDAHO AVENUE IN THE CITY OF LEMOORE (APN 024-051-031)

At a Regular Meeting of the Planning Commission of the City of Lemoore duly called and held on September 10, 2018, at 7:00 p.m. on said day, it was moved by Commissioner _____, seconded by Commissioner _____, and carried that the following Resolution be adopted:

WHEREAS, KKAL, LP has requested a Disposition and Development Agreement (DDA) between KKAL, LP and the City of Lemoore on property owned by the City of Lemoore consisting of approximately 83.5 acres located within the jurisdictional boundaries of the City of Lemoore (APN 024-051-031); and

WHEREAS, the proposed site is vacant; and

WHEREAS, the zoning on the parcel is ML (Light Industrial); and

WHEREAS, the Initial Study and Mitigated Negative Declaration were made available for public comment for 20-days, beginning on August 1, 2018 and ending August 21, 2018; and

WHEREAS, a Notice of Intent to Adopt the Initial Study and Mitigated Negative Declaration was published in the Hanford Sentinel, in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at its September 10, 2018, meeting.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemoore hereby makes the following findings regarding the proposed Initial Study/Negative Declaration and the DDA:

1. The Initial Study and Mitigated Negative Declaration identified that the project would result in less than significant or no impacts after mitigation have been included in the project for all environmental issue areas including: Aesthetics/Shadows, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Construction Effects, Geology/Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Neighborhood Effects, Population and Housing, Public Services, Transportation/Circulation, Utilities and Mandatory Findings of Significance.
2. The Planning Commission finds, based on the whole record before it, including the Initial Study and Mitigated Negative Declaration and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment with the application of the mitigation measures set forth in the Mitigated Negative Declaration, and that the Mitigated Negative Declaration reflects the City's independent judgement and analysis.

3. The proposed DDA is consistent with the objectives, policies, and general land uses specified in the general plan and applicable specific plans.
4. The proposed DDA is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice.
5. The proposed DDA will not be detrimental to the health, safety, and general welfare of the City of Lemoore.
6. The proposed DDA will not adversely affect the orderly development of property or the preservation of property values.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lemoore hereby recommends that the City Council adopt the Mitigated Negative Declaration and approve the DDA.

Passed and adopted at a Regular Meeting of the Planning Commission of the City of Lemoore held on September 10, 2018, by the following votes:

AYES:
NOES:
ABSTAINING:
ABSENT:

APPROVED:

Bob Clement, Chairperson

ATTEST:

Kristie Baley, Commission Secretary

*Recorded By and For the Benefit of,
And When Recorded Return to:*

CITY OF LEMOORE
119 Fox Street
Lemoore, California 93245
ATTN: City Clerk

(Space Above for Recorder's Use)

**DISPOSITION AND DEVELOPMENT AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

LEMOORE, CA

APN # 024-051-031

CITY OF LEMOORE
a California municipal corporation

AND

KKAL, LP, a California limited partnership ("Developer")

NOTICE OF REVERSIONARY INTEREST

PURSUANT TO ARTICLE 5 OF THIS DISPOSITION AND DEVELOPMENT AGREEMENT AND JOINT ESCROW INSTRUCTIONS, IF DEVELOPER, OR ITS SUCCESSORS AND ASSIGNS, FAILS TO TIMELY COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT THE PROPERTY WILL REVERT BACK TO CITY.

**DISPOSITION AND DEVELOPMENT AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Disposition and Development Agreement and Joint Escrow Instructions (“Agreement”) dated _____ for identification purposes (“Effective Date” is defined herein) is entered into between the City of Lemoore, a California municipal corporation (“City”) and KKAL, LP, a California limited partnership (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. City owns real property near the North East Corner of State Route 41 and Idaho Avenue, consisting of approximately 84.22 acres, planned Light Industrial pursuant to the Lemoore 2030 General Plan; and zoned consistent with the designated land use (APN 024-051-031) legally described and depicted in **Attachment No. 1** (“Property”).

B. Developer and City intend to enter into this Agreement to establish the terms on which City will sell the Property to Developer and Developer will acquire from City and construct a manufacturing, distribution and warehouse center consisting of approximately 1,025,000 sq. ft. of building space according to schedule imposed herein; all in consideration of the City constructing the requisite right of way and infrastructure to accommodate the industrial development (“City Improvements”) and selling the Property to Developer for the sum disclosed to the City Council in Closed Session (“Project”).

C. Completion of the Project will provide public benefit including; a significant increase in the local property tax base, creation of an estimated 1,366 new jobs and related secondary economic benefits to the City.

D. Developer is an experienced developer or has otherwise contracted with experienced developers, contractors, architects, and other professionals for the purposes of developing the Property. City desires to sell the Property to Developer for the purposes set forth in these Recitals based upon Developer’s proposal, as further described in this Agreement.

E. Developer has submitted Developer’s Preliminary Site Plan (“Preliminary Site Plan”) and Elevations (“Preliminary Elevations”) (attached hereto as **Attachments No. 2** and **No. 3**) which has been reviewed and preliminarily approved by City staff; which, upon approval of this Agreement, shall become the Approved Preliminary Site Plan and Approved Elevations.

F. As provided herein, concurrently with City’s construction of City’s Improvements, Developer will process a Parcel Map (described in Article 4) for City approval, which will subdivide the Property into legal parcels, including a separate parcel to be dedicated to the City for City Improvements.

G. Before commencement of construction of the Developer Improvements (Article 3 Section A) or other related works of improvement upon or adjacent to the Property, Developer shall, at its own expense, secure or cause to be secured any and all necessary governmental approvals, including, but not limited to the approval of Parcel Specific Site Plans, Improvement Plans, building permits, and grading permits.

H. Developer has submitted evidence, all to the satisfaction of the City that Developer has the necessary experience and financial wherewithal to complete the Project in the manner provided for herein.

I. Developer has provided the City with evidence of adequate insurance as required by the City.

J. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code Section 65864 et seq., hereinafter referred to as “Development Agreement Statute,” which authorizes any city, county, or city and county to enter into a development agreement with an applicant for a development project establishing certain development rights in the property which is the subject of the development project application.

K. In accordance with the Development Agreement Statute, City has adopted Chapter 9-2B-21 of the Municipal Code (“Enabling Ordinance”), incorporated herein by reference, establishing rules, regulations, procedures, and requirements, including fees, for consideration of development agreements.

L. The Planning Commission of the City of Lemoore, serving as City’s planning agency for the purpose of development agreements, reviewed this Agreement pursuant to Government Code Section 65867 and Chapter 9-2B-21 of the Municipal Code and recommended approval of this Agreement to the City Council.

M. The Application for this Agreement was considered by the City at a duly noticed public hearing in accordance with the Development Agreement Statute and the City Enabling Ordinance.

N. Pursuant to Chapter 9-2B-21 of the Lemoore Municipal Code, the City Council finds the Project and this Agreement are:

- (1) Consistent with the objectives, policies, and general land uses specified in the general plan and any applicable specific plans;
- (2) Compatible and in conformity with public convenience, general welfare, and good land use and zoning practice;
- (3) Not detrimental to the health, safety, and general welfare of the city;
- (4) Not adversely affecting the orderly development of property or the preservation of property values.
- (5) In the best interest of City and that the public health, safety, and welfare will be served by entering into this Agreement.
- (6) Will contribute to the economic growth of City.

O. City further finds the construction, completion and operation of the Project, pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and will serve the public purpose of economic development in City and that due to the large scope of the Project, estimated length of time for full Project build out, and unforeseen future market conditions, Developer desires this Agreement, which will impact multiple aspects of the Project, in order to ensure the Project is financially viable and marketable now and in the future.

P. In order to ensure certain dedications, commitments, standards, and to facilitate economic growth and the successful completion and full build out of the Project, City is willing to enter into this Agreement.

Q. All procedures of the California Environmental Quality Act (“CEQA”) have been met with respect to the Project and this Agreement by the approval of City Council Resolution No. [REDACTED] adopted on [REDACTED], 2018, which certified a Mitigated Negative Declaration.

NOW, THEREFORE, City and Developer agree as follows:

ARTICLE 1
CONVEYANCE OF PROPERTY

A. Disposition of the Property. Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the "Purchase Price" set forth below. The conveyance of the Property shall be by "Grant Deed" substantially in the form of **Attachment No. 4**.

B. Purchase Price and Deposit. The purchase price for the Property shall be \$10.00 ("Purchase Price"). The parties agree that the Purchase Price constitutes the fair market value of the Property and the rights conveyed in consideration of the Development benefits provided by Developer to the public under this Agreement. Upon opening of Escrow, Developer shall deposit the Purchase Price in Escrow ("Developer Deposit"). The Developer Deposit shall not be refundable to Developer.

C. Escrow. Within three (3) days after the Effective Date of this Agreement by both parties, the parties shall open escrow ("Escrow") with Old Republic Title Company in its Fresno office, or another escrow company mutually satisfactory to both parties ("Escrow Agent").

D. Costs of Escrow. Developer shall be solely responsible for all costs incurred during Escrow, including but not limited to: (1) the premium for the Title Policy as set forth in Article 1.K. hereof; (2) the documentary transfer taxes due, if any, with respect to the conveyance of the Property; and (3) all other usual fees, charges, and costs which arise from Escrow.

E. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement.

F. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(1) Pay and charge Developer for the premium of the Title Policy and any endorsements thereto as set forth in Article 1.K. and any amount necessary to place title in the condition necessary to satisfy Article 1.J. of this Agreement.

(2) Pay and charge Developer for any escrow fees, charges, and costs payable under Article 1.D. of this Agreement.

(3) Disburse funds and deliver and record the Grant Deed when both the Developer Conditions of Closing and the City Conditions of Closing have been fulfilled or waived by Developer and City.

(4) Do such other actions as necessary to fulfill its obligations under this Agreement.

(5) Do such other actions as necessary to comply with any federal, state, or local reporting requirements, including directing City and Developer to execute any required forms, statements or certificates.

G. Closing. This transaction shall close escrow ("Closing") within forty-five (45) days of the filing of the Notice of Determination pursuant to CEQA, provided all of City and Developer Conditions of Closing as set forth in Article 1.L. of this Agreement are met, but in no event later than one hundred and eighty (180) days after Effective Date ("Closing Deadline"), unless otherwise extended by written agreement of the parties. Closing shall mean the time and day the Grant Deed is filed for record with the Kings County Recorder.

H. Termination. If Escrow is not in condition to close by the Closing Deadline, then either party which has fully performed under this Agreement may, in writing, demand termination of the Escrow. Under these circumstances, Escrow Agent shall return all money, papers and documents deposited in Escrow to the respective depositing party, except that Developer Deposit shall be delivered to City in accordance with Article 1.B. above unless otherwise provided in Article 1.B. If either party makes a written demand for termination of Escrow, Escrow shall not terminate until ten (10) days after Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that ten (10) day period, Escrow Agent is authorized to hold all money, papers, and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, Escrow Agent shall proceed with Closing as soon as possible.

I. Closing Procedure. Escrow Agent shall close Escrow as follows:

(1) Record the Grant Deed with instructions for the Kings County Recorder to deliver the Grant Deed to Developer.

(2) Instruct the Title Company to deliver the Title Policy to Developer and a copy of the Title Policy to City.

(3) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.

(4) Forward to both Developer and City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

J. Review of Title. City shall cause Old Republic Title Company, or another title company mutually agreeable to both parties ("Title Company"), to deliver to Developer a standard preliminary title report ("Title Report") with respect to title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report, within fifteen (15) days after the Escrow is opened. Developer shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that Developer hereby approves the following Exceptions:

(1) Property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property.

(2) The lien of any non-delinquent property taxes and assessments (to be prorated at Closing).

(3) Any incidental easements or other matters affecting title which do not preclude Developer's use of the Property as proposed herein.

(4) Such other exceptions to title as may hereafter be mutually approved by City and Developer.

Developer shall have forty-five (45) days from the date of its receipt of the Title Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of the Exceptions. Developer's failure to give written disapproval of the Title Report within such time limit shall be deemed approval of the Title Report. If Developer notifies City of its disapproval of any Exceptions in the Title Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within fifteen (15) days after receiving written notice of the Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of the fifteen (15) day period to either give City written notice that Developer elects to proceed with purchase of the Property subject to the previously disapproved Exceptions or to give City written notice that Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title."

K. Title Insurance. Upon recordation of the Grant Deed, the Title Company shall issue to Developer a California Land Title Association (CLTA) policy of title insurance ("Title Policy"), together with such endorsements as are reasonably requested by Developer, issued by the Title Company insuring that the title to the Property is vested in Developer in the condition required by Article 1.J. of this Agreement. The Title Policy shall be for the amount of \$ [redacted] [which shall not be less than the current value of the Property]. The Title Company shall provide City with a copy of the Title Policy. Developer shall be responsible for the cost of providing the Title Policy and any additional endorsements Developer desires.

L. Conditions of Closing. Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below.

(1) City's Conditions of Closing. City's obligation to proceed with Closing is subject to the fulfillment by Developer or waiver by City of each and all of the conditions precedent (a) through (h), inclusive, described below ("City Conditions of Closing"), which are solely for the benefit of City, and which shall be fulfilled or waived by the time periods provided for herein:

a. City Council Approval. Prior to City's obligation to sell the Property to Developer, the City Council shall have approved this Agreement and authorized the City Manager to enter into and execute this Agreement on behalf of the City.

b. No Default. Prior to the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

c. Execution of Documents. City shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

d. Payment of Funds. Prior to Closing, Developer shall have deposited all required costs of Closing into Escrow in accordance with Articles 1.B. and 1.D. hereof.

(2) Developer's Conditions of Closing. Developer's obligation to proceed with Closing of the purchase of the Property is subject to the fulfillment by City or waiver by Developer of each and all of the conditions precedent (a) through (e), inclusive, described below ("Developer Conditions of Closing"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, City shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

b. Execution of Documents. City shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

c. Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Property, as provided in Article 1.J. hereof.

d. Title Policy. The Title Company shall, upon payment by Developer of Title Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Property upon Close of Escrow, in accordance with Article 1.K. hereof.

M. Representations and Warranties.

(1) City Representations. City represents and warrants to Developer as follows:

a. Authority. City has the full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

b. FIRPTA. City is not a "foreign person" within the parameters of the Foreign Investment in Real Property Act of 1980 ("FIRPTA") or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

c. No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

d. Litigation. To the best of City's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

e. Disclosure. City hereby represents and warrants that it

has no actual knowledge, and has not received any notice or communication from any government agency having jurisdiction over the Property, notifying such party of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of current City staff and its Councilmembers, City Manager, department heads and employees.

Until Closing, City shall, upon learning of any material fact or condition that would cause any of the warranties and representations in this Article not to be true as of Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by City hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If Developer elects to close Escrow following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, Developer elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. Under these circumstances the Developer Deposit and any accrued interest shall be returned to Developer.

All of the representations and warranties set forth in this Article are made with the acknowledgment that they are material, and with the intention that Developer shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Article shall each survive the execution of this Agreement and Closing.

(2) Developer Representations. Developer represents and warrants to City as follows:

a. Authority. Developer has the full right, power and lawful authority to purchase and accept the conveyance of the Property, or any portion thereof, and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

b. Experience. Developer is an experienced developer and operator of commercial properties, or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property.

c. No Conflict. To the best of Developer's knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

d. No Developer Bankruptcy. Developer is not the subject of a bankruptcy or other insolvency proceeding.

e. FIRPTA. Developer is not a "foreign person" within the parameters of FIRPTA or any similar state statute or is exempt from the provisions of FIRPTA or any similar state statute, or Developer has complied and will comply with all the requirements under FIRPTA or any similar state statute.

f. Deliveries. All documents, instruments and other information delivered by Developer to City pursuant to this Agreement are, to the best of Developer's knowledge, true, correct and complete.

g. Commissions. To the best of the Developer's knowledge, there are no broker's commissions or finder's fees payable in connection with the Property.

h. No Further Warranties As To Property; Release of City. Notwithstanding any provisions of this Agreement to the contrary, the conveyance of all or any portion of the Property shall be conveyed to the Developer in an "AS IS" condition, with no warranty, express or implied by City, as to the condition of improvements on the Property, the soil, its geology, the presence of known or unknown faults or Hazardous Materials. Any soils and environmental reports relating to the Property that City knows to be in its possession shall be provided to Developer.

i. Developer Precautions After Closing. Upon Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all governmental requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

j. Hazardous Materials Definition. For purposes of this Article, Hazardous Materials means any substance, material, or waste which is or becomes defined and is regulated as hazardous by any governmental authority, the State of California, or the United States government, but shall not include commercially reasonable amounts of such materials in the ordinary course of the development and operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations.

Until Closing, the Developer shall, upon learning of any material fact or condition which would cause any of the warranties and representations in this Article not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If City elects to close Escrow following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, City elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder.

All of the representations and warranties set forth in this Article are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Article shall each survive the execution of this Agreement and Closing.

N. Developer Indemnity. Upon Closing, Developer agrees to indemnify, defend and hold City, and its officers, agents, employees, and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon: (a) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after Closing and is caused, directly or indirectly by the activities of Developer, including, but not limited to Developer's agents, invitees, contractors or subcontractors; or (b) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property which occurs after Closing and is caused, directly or indirectly by the activities of Developer, including, but not limited to Developer's agents, invitees, contractors or subcontractors. For avoidance of doubt, Developer shall be responsible for and indemnify the City, as provided herein for occurrences after Closing, even in the event that the City reacquires all or a portion of the Property pursuant to the reversionary procedures outlined herein. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance. The indemnity obligations herein shall not extend to, and Developer shall not be required to indemnify the City for occurrences caused directly by the City, its employees, contractors, or agents; or for claims, actions, fines, penalties, or the like resulting from the City's passive ownership of the Property.

ARTICLE 2 CONSTRUCTION COVENANT

A. Construction Covenant. Within three (3) business days of the Effective Date, this Agreement shall be recorded against the Property and constitute a covenant running with the land, governing the development of the Property ("Construction Covenant").

B. Covenants Run With Land. During the Term of this Agreement, all covenants and agreements contained in this Agreement shall be construed as covenants running with the land and all rights and powers given to and obligations imposed upon the respective parties shall be construed as binding upon the successors and assigns of the parties hereto. All of Developer's Obligations to Construct Developer Improvements related to a given parcel, except as provided hereunder shall terminate and shall become null and void upon completion of the Developer Improvements and the recordation of a Release of Construction Covenant with respect to the given Parcel or Parcels. All of City's Obligations to Construct City Improvements shall terminate upon City's completion and acceptance of such improvements in accordance with this Agreement.

C. Covenants For Benefit of City. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

D. Partial Release of Construction Covenant.

(1) Upon completion of construction and City's issuance of a certificate of occupancy, with respect to any single Parcel, or group of Parcels, as the case may be, City shall promptly cause to be recorded a "Release of Construction Covenant," substantially in the form of **Attachment No. 6**, as it relates to that Parcel or Parcels.

(2) City shall not unreasonably withhold such Release of Construction Covenant.

(3) The Release of Construction Covenant shall relieve the Parcel, Parcel or Property, as the case may be, and the owner thereof, from all Developer Obligations related to that Parcel, Parcels, or Property under this Agreement and the Release of Construction Covenants shall so state.

(4) If City refuses or fails to record the Release of Construction Covenant, after written request from Developer, City shall, within fifteen (15) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Release of Construction Covenant. The statement shall also contain City's opinion of the actions the Developer must take to obtain the Release of Construction Covenant. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

E. Partial Assignment and Assumption of Development Agreement. The Parties acknowledge that in developing the Property, the Developer may have the need or opportunity to sell a Parcel prior to the completion of Developer Improvements on that Parcel. The City further acknowledges that the sale of Parcels to third party who intend to own and develop a Parcel consistent with the terms and conditions of this Agreement, is consistent with the goals of the Project and will lead to the ultimate buildout of the Project. Therefore, notwithstanding subsection (1) above, upon the written request of Developer, City may approve a Partial Assignment and Assumption Agreement between Developer and the third-party purchaser, wherein Developer assigns and the third party purchaser assumes all of Developer's rights, title, interests and obligations in this Agreement, except with respect to the reversionary interest of City in the Parcel, which shall be specifically excluded from the Partial Assignment and Assumption Agreement. Assignments will be considered on a case by case basis where the City finds that the third-party purchaser has experience and financial ability to complete Developer Improvements related to that Parcel. City's consent to such assignment shall not be unreasonably withheld. Developer shall be credited with completion of Developer Improvements on assigned Parcels and shall remain responsible to fulfill the total Developer Improvement obligations in this Agreement.

F. Subordination. Notwithstanding the forgoing, Developer's commercial lenders may request the City to subordinate this Agreement to Developer's construction financing. In such event, and upon such request from Developer, City shall cooperate with Developer and Developer's commercial lender in the execution and recordation of a Subordination Agreement, in a form acceptable to Developer's commercial lender. City's consent to subordination shall not be unreasonably withheld, so long as the proposed development is consistent with this Agreement.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

A. Developer's Obligation to Construct Developer Improvements. Developer shall develop or cause the development in accordance with the Schedule of Performance (**Attachment No. 5**); the Approved Preliminary Site Plan (**Attachment No. 2**); the Approved Preliminary Elevations (**Attachment No. 3**); the

City of Lemoore Municipal Code; and the Parcel Specific Site Plans and Improvement Plans as submitted by Developer and approved by City as set forth in this Article 3. Before commencement of construction of the Developer Improvements or other related works of improvement upon or adjacent to the Property, Developer shall, at its own expense, secure or cause to be secured any and all necessary governmental approvals, including, but not limited to the approval of Parcel Specific Site Plans, Improvement Plans, building permits, and grading permits. Nothing in this Agreement is intended to or shall operate to commit City's discretion with respect to any such approvals which may be required by Developer with respect to the Developer Improvements.

(1) Approved Preliminary Site Plan. As of the Effective Date, the Preliminary Site Plan attached hereto as **Attachment No. 2** shall be known as the "Approved Preliminary Site Plan." Developer shall construct the Project consistent with the Approved Preliminary Site Plan ("Approved Preliminary Site Plan").

a. Parcel Specific Site Plan. For each Parcel being developed by Developer, Developer shall submit to the City Manager, for initial review, a Parcel Specific Site Plan. The City Manager shall have five (5) business days to review and confirm whether the Parcel Specific Site Plan is materially consistent with the Approved Preliminary Site Plan. Provided the Parcel Specific Site Plan is deemed a complete submission by the City and materially consistent with the Approved Preliminary Site Plan, within the same five (5) business days, the City Manager shall distribute the Parcel Specific Site Plan for Expedited Review. In the event the City Manager determines that the Parcel Specific Site Plan is not consistent with the Approved Preliminary Site Plan, the City Manager shall notify Developer, in writing, within the same five (5) business days with an explanation of the inconsistency. Developer shall then have the option of meeting and conferring with the City Manager regarding the inconsistency; submitting the Parcel Specific Site Plan to the Planning Commission for approval; or, submitting a revised Parcel Specific Site Plan, consistent with the City Manager's comments. For purposes this Agreement, Expedited Review means the City shall have fourteen (14) business days from the date distributed by City Manager to either "review and respond" or "review and approve" the Parcel Specific Site Plan. Notwithstanding the foregoing, if City staff, via the Expedited Review process approves the Parcel Specific Site Plan with conditions unacceptable to Developer, or disapproves Parcel Specific Site Plan, Developer may file an appeal to the Planning Commission provided such appeal is made in writing and delivered to the City Manager not later than fifteen (15) days following the decision of City staff which is the subject of Developer's appeal.

(2) Approved Preliminary Elevations. As of the Effective Date, the Elevations attached hereto as **Attachment No. 3** shall be known as the "Approved Preliminary Elevations." Developer shall construct the Project consistent with the Approved Preliminary Elevations.

a. Improvement Plans. Prior to construction of any portion of the Project, Developer shall submit to City Manager detailed construction plans and drawings with respect to the Developer Improvements for that particular Parcel, including, as necessary, a grading plan, which shall have been prepared by a registered civil engineer ("**Improvement Plans**"). For each Parcel being developed by Developer, Developer shall submit to the City Manager, for initial review, a Parcel Specific Improvement Plans. The City Manager shall have five (5) business days to review and confirm whether the Parcel Specific Improvement Plans are materially consistent with the Approved Preliminary Elevations and Approved Preliminary Site Plan. Provided the Parcel Specific Improvement Plans are deemed complete by the City and materially consistent with the Approved Preliminary Elevations and Site Plan, within the same five (5) business days, the City Manager shall distribute the Parcel Specific Improvement Plans for Expedited Review. In the event the City Manager determines that the Parcel Specific Improvement Plans are not consistent with the Approved Preliminary Elevations and Site Plan, the City Manager shall notify Developer, in writing, within the same five (5) business days with an explanation of the inconsistency.

Developer shall then have the option of meeting and conferring with the City Manager regarding the inconsistency; submitting the Parcel Specific Improvement Plans to the Planning Commission for approval; or, submitting a revised Parcel Specific Site Plan, consistent with the City Manager's comments. For purposes this Agreement, Expedited Review means the City shall have fourteen (14) business days from the date distributed by City Manager to either "review and respond" or "review and approve" the Parcel Specific Improvement Plans. Notwithstanding the foregoing, if City staff, via the Expedited Review process approves the Parcel Specific Site Plan with conditions unacceptable to Developer, or disapproves Parcel Specific Site Plan, Developer may file an appeal to the Planning Commission provided such appeal is made in writing and delivered to the City Manager not later than fifteen (15) days following the decision of City staff which is the subject of Developer's appeal.

(3) Permits. Prior to construction of any portion of the Project, Developer shall obtain from City, or other governmental agency with jurisdiction over the Project, or a portion of the Project, any required permits, including, but not limited to grading permits and building permits.

(4) City Review and Approval. Subject to the provisions of this subsection (4) City shall have the right to review and approve the above described Plans and Permits in its reasonable discretion. Developer shall not be entitled to any monetary damages or compensation as a result of the City's disapproval or failure to approve or disapprove such Plans and Permits.

Notwithstanding any provision of this Agreement to contrary effect, the times for review and action upon plans or drawings by City shall not be deemed to be commenced unless and until the corresponding submittals by Developer are deemed by the City to be complete and in accordance with all normal requirements of City for the consideration of plans or drawings.

(5) Consultation and Coordination. During the preparation of Parcel Specific Site Plans or any related Improvement Plans, staff of City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Parcel Specific Site Plans and/or Improvement Plans. The staff of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and thorough consideration. The City Manager shall designate an employee to serve as the project manager, on behalf of the City, who is responsible for the coordination of City's activities under this Agreement and for expediting approval of Parcel Specific Site Plans, Elevation modifications and/or Improvement Plans.

(6) Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in the Plans and Permits, nor for any structural or other defects in any work done according to the approved Plans and Permits, nor for any delays reasonably caused by the review and approval processes established by this Article. Developer shall hold harmless, indemnify and defend City, and its officers, agents, employees, and volunteers, from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Plans and Permits, including without limitation the violation of any laws, and for defects in any work done according to the approved Plans and Permits.

(7) Plans and Permits. For purposes of this Agreement, the phrase Plans and Permits refers to the Approved Preliminary Site Plan, the Approved Elevations, the Approved Parcel Specific Site Plan, the Approved Improvement Plans and Permits (Building and Grading).

(8) Cost of Construction. All of the costs of planning, designing, developing, and constructing the Developer Improvements, including site preparation and grading, shall be borne solely by the Developer.

(9) Insurance Requirements. Developer shall take out prior to commencement of construction of the Developer Improvements, and maintain or shall cause its contractor to take out and maintain until the issuance of the Release of Construction Covenants pursuant to Article 3.K of this Agreement, a comprehensive general liability policy in the amount of Five Million Dollars (\$5,000,000) combined single limit policy, and if Developer owns automobiles, a comprehensive automobile liability policy in the amount of Two Million Dollars (\$2,000,000), combined single limit, or such other policy limits as City may approve at its discretion, including contractual liability, as shall protect Developer and City from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. Developer shall also furnish or cause to be furnished to City evidence satisfactory to City that the Developer and any contractor with whom it has contracted for the performance of work on The Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Developer at the time set forth therefor in the Schedule of Performance or, if no time is specified, prior to the commencement of construction of the Developer Improvements.

(10) Rights of Access. Prior to the issuance of a Release of Construction Covenants (as specified in Section II.K of this Agreement), for purposes of assuring compliance with this Agreement, including construction of the Developer Improvements, representatives of City shall have the right of access to the Property conveyed to Developer without charges or fees, at normal construction hours during the period of construction. City representatives shall comply with all safety rules during any such inspection.

(11) Compliance with Laws. Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

(12) Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of any protected class under State of California or federal law.

(13) Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property conveyed to Developer. Developer shall remove or have removed any levy or attachment made on any portion of the Property or assure the satisfaction thereof within a reasonable time. Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Property or the Developer Improvements.

(14) No Encumbrances. Developer shall not encumber by deed of trust, mortgage or any other

security instrument, all or a part of the Property at any time prior to the City's Release of Construction Covenants, on any particular Parcel or Parcels, without the advance and express written consent of City, and upon such terms and conditions as City may require.

B. City's Obligation to Construct City Improvements. City shall develop or cause substantial development of the City Improvements, as described in **Attachment No. 8**, in accordance with the Schedule of Performance (**Attachment No. 5**), consistent with the City approved Infrastructure and Improvement Plans, and the terms and conditions of this Agreement. City's development and construction of City Improvements is a material term of this Agreement and a material factor which induced Developer to enter into this Agreement.

(1) Consultation and Coordination. During the preparation of the City's Infrastructure and Improvement Plans, staff of City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the City's Improvement Plans. The staff of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the City's Improvement Plans are approved in a time and manner consistent with the Performance Schedule and the terms and conditions of this Agreement.

(2) Failure to Approve Infrastructure and Improvement Plans. City's failure to approve City's Infrastructure and Improvement Plans which are consistent with this Agreement within a reasonable time following execution of this Agreement shall constitute a material breach of this Agreement by City.

(3) Cost of Construction. All of the costs of planning, designing, developing, and constructing the City's Improvements, including site preparation and grading, shall be borne solely by the City, at no cost to Developer. The cost of the City Improvements shall not in any way cloud the title of the Property, including but not limited any covenant or lien imposed on the Property, by City, requiring future reimbursement for the cost of City's Improvements. City shall keep the Property free and clear of mechanic's or materialmen liens, or other similar type liens.

(4) Rights of Access. At all times from and after the Effective Date, Developer grants the City a temporary license to enter upon the Property for purposes of planning and constructing to completion, City's Improvements.

(5) Indemnity. City shall indemnify, defend and hold Developer and the Property free and harmless from all loss, cost, expense (including court costs and fees of consultants, experts, and attorneys), damage, claim, lien, or liability to the extent arising from such activities of City upon the Property and from all mechanics liens and other liens to the extent resulting from any such conduct of City, or its agents, employees, contractors and subcontractors.

(6) Compliance with Laws. Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

(7) Dedication to City. Upon completion of the City Improvements and upon City request, Developer shall dedicate to the City and the City shall accept from Developer, by way of an Easement for Right of Way and Utility Purpose, all City Improvements on, under or within the Property.

ARTICLE 4 PARCEL MAP

A. Parcel Map. From and after the Effective Date, and concurrent with City's development of City's construction of City's Improvements, Developer, at Developer's sole cost and expense, shall process and obtain City approval of a Parcel Map which subdivides the Property consistent with the Approved Preliminary Site Plan.

ARTICLE 5 DEFAULTS AND REMEDIES

A. Default Remedies. Subject to the extensions of time set forth in Article 6.B. of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

B. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, State of California.

C. Termination by the Developer Prior to Conveyance of the Property. In the event that prior to the conveyance of the Property Developer is not in default under this Agreement and: (1) City does not tender title pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement; or (2) one or more of the Developer Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by Developer; or (3) any default of City prior to Closing is not cured within the time set forth in Article 3.A. hereof, after written demand by Developer; or (5) Developer timely disapproves the environmental condition of the Property pursuant to Article 1.N. hereof; then this Agreement may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the Notice of termination of this Agreement by Developer to City and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement. Under these circumstances, Developer shall be entitled to a return of the Developer Deposit.

D. Termination by the City Prior to Conveyance of the Property. In the event that prior to conveyance of the Property City is not in Default under this Agreement and: (1) Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Property in violation of this Agreement; or (2) one or more of the City Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by City; or (3) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Article 3.A. hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising

out of the Agreement, shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the Notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

E. Reentry and Revesting of Title in the City for Failure to Timely Commence and Complete Developer Improvements or for an Unlawful Transfer.

(1) After the Closing and Prior to Completion of the Developer Improvements. With respect to Parcels currently affected by the Construction Covenant, and not with respect to Parcels for which the Construction Covenant has been released, in whole or part, City has the right, at its election, to reenter and take possession of the Property transferred to Developer by Grant Deed pursuant to this Agreement, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing and before the furnishing of the Release of Construction Covenants, Developer (or its successors in interest) shall:

a. Fail to start the construction of the Developer Improvements as required by this Agreement for a period of thirty (30) days after written notice thereof from City; or

b. Abandon or substantially suspend construction of the Developer Improvements required by this Agreement for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer's acts or omissions or as provided for in Article 4.B.; or

c. Fail to complete the Developer Improvements and open Conforming Business Activities within the time limits set forth in the Schedule of Performance; or

d. Contrary to the provisions of Article 4.C., Transfer or suffer any involuntary Transfer in violation of this Agreement.

(2) Conditions of Reentry and Revesting Rights. Except where the City has agreed to subordinate the Construction Covenant, City's right to reenter, terminate and revest is not subject to any mortgage or deed of trust. The Grant Deed shall contain appropriate reference and provision to give effect to City's right as set forth in this Article, to reenter and take possession of the Property, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer.

(3) Perfecting Reversionary Interest. City may perfect its revisionary interest by recording a Notice of Reversionary Interest in substantially the form set forth in **Attachment No. 6.**

ARTICLE 6 GENERAL PROVISIONS

A. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City Manager
City of Lemoore
119 Fox Street
Lemoore, California 93245
Email: nolson@lemoore.com
Tel: (559) 924-6700

To Developer: KKAL, LP
265 E River Park Circle Suite 270
Fresno CA 93720
Attn: John Kashian
Email: jkashian@lance-kashian.com
Tel: (559) 437-4812

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: War; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; governmental restrictions; litigation; acts or omissions of the other party; or acts or failures to act of City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Article.

C. Transfers of Interest in Property or Agreement.

(1) Prohibition. The qualifications and identity of Developer, as well as Developer's proposal, are of particular concern and benefit to City. Therefore, for the period commencing upon the date of this Agreement and until furnishing of the Release of Construction Covenants: (a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement; (b) nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon; (c) nor shall Developer make an assignment for financing purposes or otherwise encumber the Property; collectively referred to herein as a "**Transfer**," without the prior written approval of the City, except as expressly set forth herein.

(2) Permitted Transfers. Except as provided in Article 2 of this Agreement, City approval of a Transfer shall not be required in connection with any of the following:

a. Any Transfer to an entity or entities in which Developer retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee

entity or entities.

b. Leases for the operation of office, retail or other similar businesses after completion of the Developer Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing, through an assignment and assumption agreement in a form satisfactory to City's legal counsel, all of the obligations of this Agreement. Such assignment shall not, however, release the assigning Developer from any obligations to City hereunder.

(3) City Consideration of Requested Transfer. Except as provided in Article 2 of this Agreement, City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Article, provided Developer delivers written Notice to City requesting such approval. Such Notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Article and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as: (a) the quality of any new and/or replacement operator; (b) the sales tax revenues projected to be received from the Property; (c) the transferee's past performance as developer and operator of commercial facilities; (d) the current financial condition of the transferee, and similar factors. City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed Transfers requiring City approval. Within thirty (30) days after the receipt of Developer's written Notice requesting City approval of a Transfer pursuant to this Article, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested.

D. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

E. Assignment by City. The City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld.

F. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture, and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Developer Improvements.

G. City Approvals and Actions. City shall maintain authority over this Agreement and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially

change the uses or development permitted on the Property, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

H. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in three (3) originals, each of which is deemed to be an original.

I. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 9, which are incorporated herein.

J. Real Estate Brokerage Commission. City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with Developer's acquisition of the Property from the City. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such party.

K. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement has been prepared with input from both parties and shall be interpreted as though prepared jointly by both parties.

L. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

M. Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing, and in each instance signed on behalf of each party.

N. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

O. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth

in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

P. Prevailing Wages. City makes no representation whether prevailing wages apply to the Development. Developer is solely responsible to determine the applicability of prevailing wages and pay and cause its contractor and subcontractors to pay prevailing wages as applicable to the Development. Developer shall indemnify, defend and hold City harmless against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractors and subcontractors) to pay prevailing wages.

Q. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements consistent with this Agreement.

R. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

S. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Venue for any suit arising from this Agreement shall be in Kings County Superior Court.

T. Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

U. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

V. Precedence of Documents. If there is any conflict between this Agreement, supplemental escrow instructions, and the Developer proposal, the order of precedence for resolving conflicts shall be as follows: first this Agreement, second the supplemental escrow instructions, and third the Developer proposal.

W. Term. The term of this Agreement shall be consistent with buildout of 14 years from the Effective Date unless otherwise extended by the Parties, in writing. Any such extension requires the express approval of the City Council of the City of Lemoore.

X. Effective Date. The Effective Date of this Agreement shall be the later to occur of the following: (a) the last date set forth opposite the signatures of the parties at the end of this Agreement; or, (b) the date the City Council approves this Agreement, provided, that the City Manager shall execute this Agreement not later than five (5) business days following City Council approval.

Z. Representation of Developer. Developer represents and warrants to City as follows:

Developer shall not, and does hereby waive, any and all claims or defenses Developer may have as to City's right to exercise its reversionary interest, as set forth in Article 5. E. of this Agreement, based upon the fact that this Agreement, the Grant Deed, and/or the Notice of Reversionary Interest are vague, ambiguous, or unenforceable; or, because the specific terms of this Agreement are not set forth in the Grant Deed.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

Principal

Date: _____

CITY OF LEMOORE

City Manager

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Jenell Van Bindsbergen, City Attorney

Date: _____

J:\wdocs\01943\006\agt\00600165.DOC

ATTACHMENT NO. 1
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY
1655 South 19th Avenue, Lemoore, CA 93245

The land referred to is situated in the County of Kings, City of Lemoore, State of California, and is described as follows:

That certain parcel of land lying in both the North half of the Northeast quarter of Section 21, and the Southeast quarter of Section 16, Township 19 South, Range 20 East, Mount Diablo Baseline and Meridian, according to the United States Government Township Plat approved October 28, 1869, in the City of Lemoore, County of Kings, State of California, more particularly described as follows:

All of Lot 11 of Tract No. 614, recorded in Volume 14 of Licensed Surveyor's Plats at Page 42, in said County.

TOGETHER WITH the North half of the Northeast quarter of said Section 21;

EXCEPTING THEREFROM the West thirty feet of the Northeast quarter of said Section 21; and the South five acres of the North half of the Northeast quarter of said Section 21.

ALSO EXCEPTING THEREFROM, the following described property:

COMMENCING at the North quarter corner of said Section 21; thence along the West line of said North half of the Northeast quarter, South 00° 26' 45" West, a distance of 153.84 feet; thence perpendicular to said West line, South 89° 33' 15" East, a distance of 30.00 feet to a point on the Easterly right-of-way line of California Highway 41, said point being the true point of beginning; thence continuing along a line perpendicular to said West line, South 89° 33' 15" East, a distance of 208.00 feet; thence South 84° 14' 00" East, a distance of 125.01 feet to a point 155.00 feet Southerly from (measured at right angle to) the North line of said Northeast quarter of Section 21; thence parallel with said North line, South 87° 54' 56" East, a distance of 525.74 feet; thence along a line parallel with said West line, South 00° 26' 45" West, a distance of 1083.85 feet to the North line of the South 5 acres of said North half; thence along said North line of the, South 5 acres, North 88° 00' 10" West, a distance of 858.31 feet to a line 30.00 feet East from (measured at right angle to) the West line of the aforementioned North half, also being the aforementioned Easterly right-of-way line of California Highway 41; thence along said Easterly right-of way line, North 00° 26' 45" East, a distance of 1087.24 feet to the true point of beginning.

Basis of Bearings is the North line of the Northeast quarter of Section 21, Township 19 South, Range 20 East, Mount Diablo Baseline and Meridian, which bears South 87° 54' 56" East, as shown on the Map recorded in Book 8 of Parcel Maps at Page 80, Kings County Records.

EXCEPTING THEREFROM that portion thereof described in the Grant Deed to the State of California, recorded January 19, 1996, as Instrument No. 96-01168 of Official Records.

ALSO EXCEPTING THEREFROM those portions thereof granted to City of Lemoore, a municipal corporation, "for public road and utility purposes," in the Grant Deeds recorded August 21, 2002, as Instrument Nos. 02-18214 and 02-18216 of Official Records.

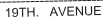
ALSO EXCEPTING THEREFROM that portion thereof granted to The Artesia Companies, Inc. in the Grant Deed dated August 5, 2002, and recorded September 5, 2002, as Instrument No. 02-19417 of Official Records.

ALSO EXCEPTING THEREFROM that portion thereof lying within the lands granted to Richard C. Wills, et al, in the Grant Deed dated December 2, 2002, and recorded April 18, 2003, as Instrument No. 03-09947 of Official Records.

ALSO EXCEPTING all mineral's every kind and nature whatsoever including, without limiting the generality of the foregoing, petroleum, oil, asphaltum, gas, and all other hydrocarbon substances, carbon dioxide, nitrogen, sulphur dioxide, helium and all other natural gases, together with the exclusive right to prospect, bore, drill for and produce any or all of such minerals, either by means of facilities located on said land or located on adjoining or nearby lands; and further reserving the exclusive easements and right to bore or drill in and through said above-described property to explore for and extract petroleum, oil, asphaltum, gas, and other hydrocarbon substances, nitrogen, carbon dioxide, sulphur dioxide, helium and all other natural gases and minerals of every kind and nature whatsoever from adjoining or nearby lands; also reserving the right to drill for, develop, and use such water on said above-described property as may be required for drilling and/or producing operations only; as excepted, retained and reserved in that certain Deed from Socony Mobil Oil Company, Inc., a New York Corporation, to Thomas H. Hess, et al, dated December 30, 1963 in Book 844 at Page 306 of Official Records, as Document No. 16709.

APN: 024-051-031
024-080-066
024-080-069

ATTACHMENT NO. 2
APPROVED PRELIMINARY SITE PLAN
[See Attached]



ATTACHMENT NO. 3
APPROVED PRELIMINARY ELEVATIONS
[See Attached]

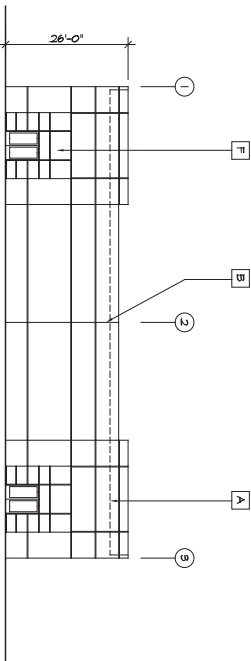


09/05/18

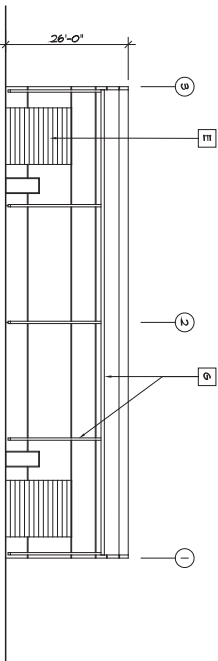
HWY 41 / IDAHO AVENUE
MASTER PLAN

LEMOORE, CA

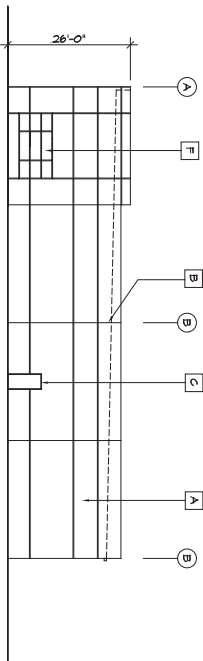
Project	HWY 41 / IDAHO AVENUE MASTER PLAN
Location	LEMOORE, CA
Client	CADDIS PROPERTIES LLC
Design	ARCHITECTURE ENGINEERING
Drawn	MAV
Checked	RAH
Scale	A3.1A



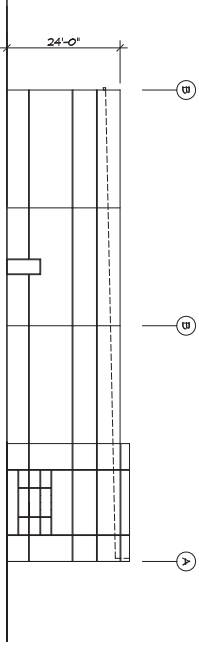
A WEST ELEVATION - TYP IOK BLDG. - BLDG6 A1 - A2
SCALE: 1/8\"/>



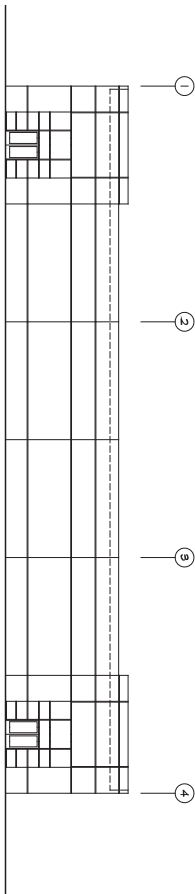
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SCALE: 1/8\"/>



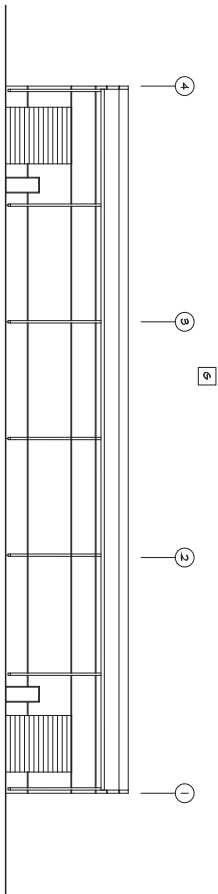
C SOUTH ELEVATION - TYP IOK BLDG. - BLDG6 A1 - A2
SCALE: 1/8\"/>



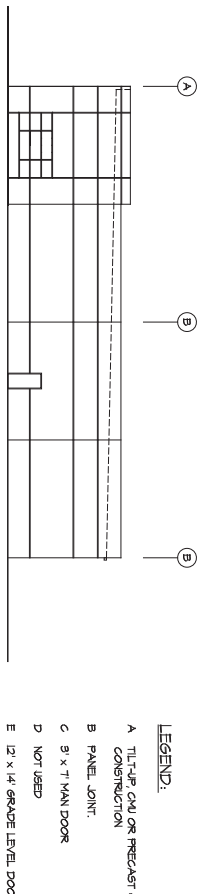
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SCALE: 1/8\"/>



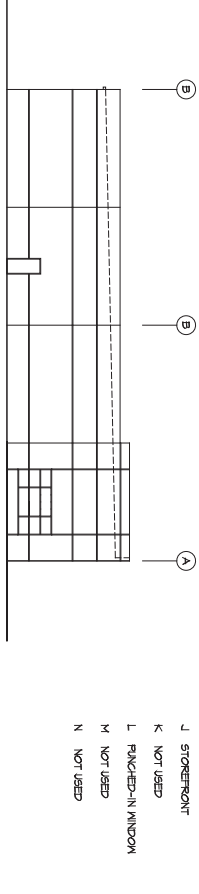
A WEST ELEVATION - TYP IOK BLDG. - BLDG6 B1 - B3 (20K BLDG6, C1 - C3 SIM)
SCALE: 1/8\"/>



B EAST ELEVATION - TYP IOK BLDG. - BLDG6 B1 - B3 (20K BLDG6, C1 - C3 SIM)
SCALE: 1/8\"/>



C SOUTH ELEVATION - TYP IOK BLDG. - BLDG6 B1 - B3 (20K BLDG6, C1 - C3 SIM)
SCALE: 1/8\"/>



D NORTH ELEVATION - TYP IOK BLDG. - BLDG6 B1 - B3 (20K BLDG6, C1 - C3 SIM)
SCALE: 1/8\"/>

LEGEND:

- A TILT-UP CONCRETE PRECAST CONCRETE PANEL
- B PANEL JOINT
- C 3' X 7' MAIN DOOR
- D NOT USED
- E 12' X 14' GRADE LEVEL DOOR
- F RECESSED STOREROOM
- G GUTTER & DOWNSPOUT (NOT USED)
- H ROOFING
- J STOREROOM
- K NOT USED
- L FINISHED WINDOW
- M NOT USED
- N NOT USED

**ATTACHMENT 4
FORM OF GRANT DEED**

Recording Requested By:

Old Republic Title Company

When Recorded Mail To:

KKAL, LP

(Space Above for Recorder's Use)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The City of Lemoore, a California municipal corporation ("City"), hereby grants to KKAL, LP, a California limited partnership ("Developer") the real property hereinafter referred to as the "Property," described in **Exhibit A** attached hereto and incorporated herein, subject to the terms and conditions of the Disposition and Development and Joint Escrow Instructions between the City and Developer, incorporated herein by reference, recorded concurrently herewith.

CITY OF LEMOORE

City Manager

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Jenell Van Bindsbergen, City Attorney

Date: _____

***INSERT EXHIBIT A TO ATTACHMENT NO. 4
LEGAL DESCRIPTION OF PROPERTY***

ATTACHMENT NO. 5

SCHEDULE OF PERFORMANCE

Developer will develop 12 acres every two years over six phases of development (“Development Schedule”). Developer may lease or sell parcels for immediate development consistent with this Agreement and receive credit for construction on the leased or sold parcels. Except as provide herein, the Development Schedule shall commence from the date City completes City’s Improvements in accordance with this Agreement. For purposes of the Schedule of Performance, City shall not be required to complete construction of and/or relocation of the existing canal on the Property. For avoidance of doubt, Developers obligation to comply with the Schedule of Performance shall commence when City has completed all of City’s Improvements, except such improvements related to the construction and/or relocation of the canal.

ATTACHMENT NO. 6
RELEASE OF CONSTRUCTION COVENANTS

Recording Requested By:	
When Recorded Mail To:	

(Space Above for Recorder's Use)

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS ("Release") is made by the City of Lemoore, a California municipal corporation ("City"), in favor of _____ ("Developer"), as of the date set forth below.

RECITALS

A. City and Developer have entered into that certain Disposition and Development Agreement and Joint Escrow Instructions dated _____, 2018 ("Agreement") recorded on _____ as Instrument No. _____ in Book _____, Page _____ of _____ Kings County Records, concerning the development of certain real property situated in the City of Lemoore, California as more fully described in **Exhibit A** attached hereto and made a part hereof.

B. On _____, 2018, City approved Parcel Map No. _____ recorded on _____, 2018, as Instrument No. _____, at Book _____, Page _____ of Maps, Kings County Records, which subdivided the Property.

C. As referenced in Article 2.C of the Agreement, City is required to furnish Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements, with respect to a specific Parcel or Parcels, which Release is required to be in such form as to permit it to be recorded in the Recorder's office of Kings County. This Release is conclusive determination of satisfactory completion of the construction and development required by the Agreement for the Developer Improvements, with respect to such Parcel or Parcels described in Exhibit B attached hereto.

D. City has conclusively determined that such construction and development of the Developer Improvements has been satisfactorily completed with respect to such Parcel or Parcels described in Exhibit B attached hereto.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Developer Improvements to be constructed by Developer have been fully and

satisfactorily completed in conformance with the Agreement, with respect to such Parcel or Parcels described in Exhibit B attached hereto. The Agreement, together with any and all covenants and obligations of Developer with respect to the Parcel or Parcels described in Exhibit B attached hereto are hereby released and Developer and its successors and assigns have no further obligation to the City.

2. Nothing contained in this Release shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the City has executed this Release this ____ day of _____ 201__.

CITY OF LEMOORE,
a California municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED BY DEVELOPER:

By: _____
Principal

INSERT EXHIBIT A TO ATTACHMENT NO. 6
LEGAL DESCRIPTION OF PROPERTY

***INSERT EXHIBIT B TO ATTACHMENT NO. 6
LEGAL DESCRIPTION OF PARCEL OR PARCELS RELEASED
FROM CONSTRUCTION COVENANT.***

ATTACHMENT NO. 7
NOTICE OF REVERSIONARY INTEREST

*Recorded By and For the Benefit of,
And When Recorded Return to:*

CITY OF LEMOORE
119 Fox Street
Lemoore, California 93245
ATTN: City Clerk

(Space Above for Recorder's Use)

NOTICE OF REVERSIONARY INTEREST
(Insert Address and APN)
RECITALS

WHEREAS, the City of Lemoore, a California municipal corporation ("City"), and _____ ("Developer"), entered into that certain Disposition and Development Agreement dated _____, 2018 ("Agreement") concerning the development of certain real property situated in the City of Lemoore, County of Kings, State of California ("Property") as more fully described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to Article 5 of the Agreement, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the Agreement, and therefore Title to the Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, City has duly executed this instrument this ____ day of _____, 201_.

CITY OF LEMOORE

By: _____
City Manager

INSERT EXHIBIT A TO ATTACHMENT NO. 6
LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT NO. 8

CITY IMPROVEMENTS

City Improvements, Kashian Development Agreement

Streets

- 60' Right Of Way (ROW) extending approximately 3175 Linear Feet (LF) from Enterprise Lane south towards Idaho. Estimated cost \$650,000.
- 60' ROW running east/west approximately 2000 LF to connect to 19th Ave. Estimated cost \$409,000
- 60' ROW running north/south approximately 725 LF to connect access to Idaho. Estimated cost \$148,000.

The 60' ROW will include the following improvements:

- Rolled curb/Gutter. Estimated cost \$295,000
- All asphalt work for roadway
- City water infrastructure and hookups w/ laterals behind curb. Estimated cost \$600,000
- Sanitary sewer infrastructure and hookups laterals to clean out. Estimated cost \$600,000
- Storm drain infrastructure as required by design. Estimated cost \$600,000.
 - Lift station to push water to property south of Idaho Estimated cost \$250,000

Canal

- Underground approx. 1600 LF of Lemoore Canal and Irrigation ditch. Estimated cost \$560,000

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF LEMOORE KASHIAN INDUSTRIAL DEVELOPMENT

Comments must be received by: August 21, 2018 (20 days after notice)

JULY 2018



INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

KASHIAN INDUSTRIAL DEVELOPMENT

Prepared for:



711 W Cinnamon Drive
Lemoore, CA 93245

Contact Person: Judy Holwell, Development Services Director
Phone: 559) 924-6740

Consultant:



901 East Main Street
Visalia, CA 93292

Contact: Steve Brandt, City Planner
Phone: (559) 733-0440
Fax: (559) 733-7821

July 2018

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MITIGATED NEGATIVE DECLARATION

As Lead Agency under the California Environmental Quality Act (CEQA), the City of Lemoore reviewed the Project described below to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, “[s]ignificant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

Project Name

Kashian Industrial Development

Project Location

The proposed site is located at the northeast corner of Idaho Avenue and SR 41 in southern region of the City of Lemoore. The project is within Assessor’s Parcel Number (APN) 024-051-031, which totals 81.9 acres in size.

Project Description

A request by Lance-Kashian & Company for a site plan review for new industrial development (project). The project includes the construction of industrial buildings of varying sizes, with a total of approximately 1,025,000 square feet. This development will be built in phases, with a plan to develop 12 acres every two years until the site is built out. The site size is 81.9 acres. Each phase will be subject to additional review in accordance with City ordinances.

Mailing Address and Phone Number of Contact Person

John Kashian
Owner/Applicant
265 E. River Park Circle – Suite 270
Fresno, CA 93720
(559) 696-9584

Findings

As Lead Agency, the Kings County finds that the project will not have a significant effect on the environment. The Environmental Checklist (CEQA Guidelines Appendix G) or Initial Study (IS) (see *Section 3 - Environmental Checklist*) identified one or more potentially significant effects on the environment, but revisions to the project have been made before the release of this Mitigated Negative Declaration (MND) or mitigation measures would be implemented that reduce all potentially significant impacts less-than-significant levels. The

Lead Agency further finds that there is no substantial evidence that this project would have a significant effect on the environment.

Mitigation Measures Included in the Project to Avoid Potentially Significant Effects

MM AQ-1: Construction and operation of the proposed project shall be conducted in compliance with applicable rules and regulations set forth by the San Joaquin Valley Air Pollution Control District. Dust control measures outlined below shall be implemented where they are applicable and feasible. The list shall not be considered all-inclusive, and any other measures to reduce fugitive dust emissions not listed shall be encouraged.

- a. Land Preparation, Excavation, and/or Demolition. The following dust control measures shall be implemented:
 1. All soil excavated or graded shall be sufficiently watered to prevent excessive dust. Watering shall occur as needed with complete coverage of disturbed soil areas. Watering shall take place a minimum of twice daily on unpaved/untreated roads and on disturbed soil areas with active operations.
 2. All clearing, grading, earth moving, and excavation activities shall cease during periods of winds greater than 20 miles per hour (averaged over 1 hour), if disturbed material is easily windblown, or when dust plumes of 20 percent or greater opacity impact public roads, occupied structures, or neighboring property.
 3. All fine material transported on-site a freeboard limit of at least 6 inches shall be maintained and fine material shall be either sufficiently watered or securely covered to prevent excessive dust.
 4. Areas disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.
 5. Stockpiles of soil or other fine loose material shall be stabilized by watering or other appropriate method to prevent wind-blown fugitive dust.
 6. Where acceptable to the Fire Department, weed control shall be accomplished by mowing instead of discing, thereby leaving the ground undisturbed and with a mulch covering.
- b. Site Construction. After clearing, grading, earth moving, and/or excavating, the following dust control practices shall be implemented:
 1. Once initial leveling has ceased, all inactive soil areas within the construction site shall be (1) seeded and watered until plant growth is evident, (2) treated with a dust palliative, or (3) watered twice daily until soil has sufficiently crusted to prevent fugitive dust emissions.
 2. All active disturbed soil areas shall be sufficiently watered at least twice daily to prevent excessive dust.
 3. The project proponent and/or its contractor(s) shall comply with the provisions of SJVAPCD Rule 4601 - Architectural Coatings, during the construction of all

- buildings and facilities. Application of architectural coatings shall be completed in a manner that poses the least emissions impacts whenever such application is deemed proficient.
4. The project proponent and/or its contractor(s) shall comply with the provisions of SJVAPCD Rule 4641 during the construction and pavement of all roads and parking areas within the project area. Specifically, the applicant shall not allow the use of rapid cure cutback asphalt, medium cure cutback, or slow cure cutback or emulsified asphalt.
- c. Vehicular Activities. During all phases of construction, the following vehicular control measures shall be implemented:
1. On-site vehicle speed shall be limited to 15 miles per hour.
 2. All areas with vehicle traffic shall be paved, treated with dust palliatives, or watered a minimum of twice daily.
 3. Streets adjacent to the project site shall be kept clean, and project-related accumulated silt shall be removed.
 4. Access to the site shall be by means of an apron into the project site from adjoining surfaced roadways. The apron shall be surfaced or treated with dust palliatives. If operating on soils that cling to the wheels of vehicles, a grizzly or other such device shall be used on the road exiting the project site, immediately prior to the pavement, in order to remove most of the soil material from vehicle tires.

MM AQ-2: The project proponent and/or its contractor(s) shall implement the following measures during construction of the proposed project:

- a. All equipment shall be maintained as recommended by manufacturer manuals.
- b. Equipment shall be shut down when not in use for extended periods of time.
- c. Construction equipment shall operate no longer than eight cumulative hours per day.
- d. Electric equipment shall be used whenever possible in lieu of diesel- or gasoline-powered equipment.
- e. All construction vehicles shall be equipped with proper emissions control equipment and kept in good and proper running order to substantially reduce NO_x emissions.
- f. On- and off-road diesel equipment shall use diesel particulate filters if permitted under manufacturer's guidelines.
- g. On- and off-road diesel equipment shall use cooled exhaust gas recirculation (EGR) if permitted under manufacturer's guidelines.
- h. All construction workers shall be encouraged to shuttle (car-pool) to retail establishments or to remain on-site during lunch breaks.
- i. All construction activities within the project area shall be discontinued during the first stage smog alerts.
- j. Construction and grading activities shall not be allowed during first stage ozone alerts. First stage ozone alerts are declared when the ozone level exceeds 0.20 ppm (1-hour average).

MM AQ-3: Prior to the issuance of building and grading permits, the project proponent shall provide the City of Lemoore Development Services Department with proof that an Indirect Source Review application has been approved by the San Joaquin Valley Air Pollution Control District, if applicable.

MM AQ-4: Prior to the issuance of demolition permits, the project proponent shall provide the City of Lemoore Development Services Department with proof that a Demolition Permit has been issued by the San Joaquin Valley Air Pollution Control District, if applicable.

MM-BIO-1 (protection of San Joaquin kit fox): The U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (2011) shall be enacted. These recommendations include but are not limited to:

- Pre-construction surveys shall be conducted no fewer than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities, or any Project activity likely to impact the San Joaquin kit fox at Action Area 2.
- Project-related vehicles shall observe a daytime speed limit of 20-mph throughout the Action Area 2, except on County roads and State and federal highways; this is particularly important at night when kit fox is the most active. Night-time construction shall be minimized to the extent possible. However, if night construction should occur, then the speed limit shall be reduced to 10-mph. Off-road traffic outside of designated project areas shall be prohibited.
- To prevent inadvertent entrapment of kit fox or other animals during the construction phase of a Project, all excavated, steep-walled holes or trenches more than 2-feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen-fill or wooden planks shall be installed. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals.
- Kit fox are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way.
- All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the Action Area 2.
- No pets, such as dogs or cats, shall be permitted at the Action Area 2 to prevent harassment, mortality of kit fox, or destruction of dens.
- Use of rodenticides and herbicides in project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit fox and the depletion of prey populations on which they depend. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and federal legislation, as well as additional project-related restrictions deemed necessary by the

Service. If rodent control must be conducted, zinc phosphide shall be used because of a proven lower risk to kit fox.

- A representative shall be appointed by the Project proponent who will be the contact source for any employee or contractor who might observe a kit fox. The representative will be identified during the employee education program and their name and telephone number shall be provided to the USFWS.
- An employee education program shall be conducted for any Project that has anticipated impacts to kit fox or other endangered species. The program shall consist of a brief presentation by persons knowledgeable in kit fox biology and legislative protection to explain endangered species concerns to contractors, their employees, and military and/or agency personnel involved in the Project. The program shall include the following: A description of the San Joaquin kit fox and its habitat needs; a report of the occurrence of kit fox in the project area; an explanation of the status of the species and its protection under the Endangered Species Act; and a list of measures being taken to reduce impacts to the species during project construction and implementation. A fact sheet conveying this information shall be prepared for distribution to the previously referenced people and anyone else who may enter the project site.
- In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS should be contacted for guidance.
- New sightings of kit fox shall be reported to the CNDDB. A copy of the reporting form and a topographic map clearly marked with the location of where the kit fox was observed should also be provided to the USFWS at the address below.

MM BIO-2 (protection of Swainson's hawk): If all Project activities are completed outside of the Swainson's hawk nesting season (February 15 through August 31), no mitigation shall be required. If construction is planned during the nesting season, a preconstruction survey shall be conducted by a qualified biologist to evaluate the site and a 0.5-mile buffer for active Swainson's hawk nests. If potential Swainson's hawk nests or nesting substrates are located within 0.5 mile of the Project sites, then those nests or substrates must be monitored for activity on a routine and repeating basis throughout the breeding season, or until Swainson's hawks or other raptor species are verified to be using them. Monitoring will be conducted according to the protocol outlined in the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (Swainson's Hawk Technical Advisory Committee 2000). The protocol recommends that ten visits be made to each nest or nesting site: one during January 1-March 20 to identify potential nest sites, three during March 20-April 5, three during April 5-April 20, and three during June 10-July 30. To meet the minimum level of protection for the species, surveys shall be completed for at least the two survey periods immediately prior to Project-related ground disturbance activities. During the nesting period, active Swainson's hawk nests shall be avoided by 0.5 mile unless this avoidance buffer is reduced through consultation with the CDFW and/or USFWS. If an active Swainson's hawk nest is located within 250 feet of the Project or within the Project, including the stick nest located within the Project, CDFW will require an Incidental Take Permit.

MM BIO-3 (protection of western burrowing owl): A qualified biologist shall conduct a pre-construction survey on the Project site and within 250 feet of its perimeter where feasible, to identify the presence of the western burrowing owl. The survey should be conducted between 14 and 30 days prior to the start of construction activities. If any burrowing owl burrows are observed during the preconstruction survey, avoidance measures shall be consistent with those included in the CDFW staff report on burrowing owl mitigation (CDFG 2012). If occupied burrowing owl burrows are observed outside of the breeding season (September 1 through January 31) and within 500 feet of proposed construction activities, a passive relocation effort may be instituted in accordance with the guidelines established by the California Burrowing Owl Consortium (1993) and the California Department of Fish and Wildlife (2012). During the breeding season (February 1 through August 31), a 250-foot (minimum) buffer zone should be maintained unless a qualified biologist verifies through noninvasive methods that either the birds have not begun egg laying and incubation or that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

MM BIO-4 (protection of migratory birds and raptors): If construction is planned outside the nesting period for raptors and migratory birds (February 15 to August 31), no mitigation shall be required. If construction is planned during the nesting season for migratory birds and raptors, a preconstruction survey to identify active bird nests shall be conducted by a qualified biologist to evaluate the site and a 250-foot buffer for migratory birds and a 500-foot buffer for raptors. If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds.

No construction or earth-moving activity shall occur within a non-disturbance buffer until it is determined by a qualified biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid Project construction areas. Once the migratory birds or raptors have completed nesting and young have fledged, disturbance buffers will no longer be needed and can be removed, and monitoring can cease.

BIO-5 (WEAP training): Prior to ground disturbance activities, within one week of employment all new construction workers at the Project site shall attend a Construction Worker Environmental Awareness Training and Education Program, developed and presented by a qualified biologist.

The Construction Worker Environmental Awareness Training and Education Program would be presented by the biologist and should include information on the life history wildlife and plant species that may be encountered during construction activities, their legal protections, the definition of “take” under the Endangered Species Act, measures the Project operator is implementing to protect the San Joaquin kit fox and other species, reporting requirements, specific measures that each worker would employ to avoid take of the wildlife species, and penalties for violation of the Act. Identification and information regarding

sensitive or other special status plant species should also be provided to construction personnel.

- An acknowledgement form signed by each worker indicating that environmental training has been completed.
- A sticker that shall be placed on hard hats indicating that the worker has completed the environmental training. Construction workers should not be permitted to operate equipment within the construction area unless they have attended the training and are wearing hard hats with the required sticker;
- A copy of the training transcript and/or training video/CD, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms should be maintain on site for the duration of construction activities.
- The construction crews and contractor(s) would be responsible for unauthorized impacts from construction activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits.

MM BIO-6 (riparian vegetation): It is recommended that the project be designed to avoid the 0.957 acres of riparian habitat. To ensure avoidance, ESA fencing shall be placed around the riparian areas prior to beginning of construction and maintained throughout construction. The Project shall be designed to allow sufficient water to maintain the riparian area.

If it is not possible to avoid the riparian habitat then one of the following two options for mitigating the loss of riparian habitat will be implemented.

1. On-site mitigation: In-kind compensation of 2.871 acres shall be provided within the Project site. Removal of riparian trees equal to or greater than 4 inches in DBH will be mitigated by the replacement of those trees at a 3:1 ratio for each tree type within the mitigation land.
2. Off-site mitigation: In-kind compensation of 2.871 acres shall be provided outside of the Project site. Removal of riparian trees equal to or greater than 4 inches in DBH will be mitigated by the replacement of those trees at a 3:1 ratio for each tree type within the mitigation land.

MM BIO-7 (water quality): Best management practices (BMPs) would serve to reduce impacts to waters of the U.S. and waters of the State to less than significant levels. Impacts to the banks of the canal on the south side of the Project will require a Streambed Alteration Agreement from CDFW through Section 1600. Compliance with these permits may require implementation of additional measures.

The Project will employ best management practices (BMPs) to prevent all construction pollutants from contacting storm water, with the intent of keeping sedimentation or any other pollutants from moving offsite and into receiving waters. Some of these BMPs may include the following:

- Construction materials, including topsoil and chemicals, should be stored, covered, and isolated to prevent runoff losses and contamination of storm water and groundwater;
- Topsoil removed during construction should be carefully stored and treated as an important resource. Berms should be placed around topsoil stockpiles to prevent runoff during storm events;
- Fuel and vehicle maintenance areas should be established away from all drainage courses and these areas should be designed to control runoff;
- Disturbed areas should be revegetated after completion of construction activities;
- Sanitary facilities should be provided for construction workers; and
- Hazardous materials should be stored in appropriate and approved containers, maintaining required clearances. Materials should be handled in accordance with applicable federal, state and/or local regulatory agency protocols.

MM BIO-8 (valley sink scrub): Construction equipment and vehicles shall not be permitted in the area of Valley Sink Scrub located to the southeast of the Project. This area shall be excluded from the Project by ESA fencing.

MM CUL-1 (Archaeological Monitoring): Prior to any ground disturbance, a surface inspection of the Index Project site shall be conducted by a qualified archeologist. The qualified archeologist shall monitor the site during grading activities. The archeologist shall provide pre-construction briefings to supervisory personnel, any excavation contractor, and any person who will perform unsupervised, ground disturbing work on the project in connection with construction or decommissioning. The briefings will include information on potential cultural material finds and, on the procedures, to be enacted if resources are found.

MM CUL-2 (Native American Monitoring): Prior to any ground disturbance, the applicant shall offer interested Tribes 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.

MM CUL-3 (Stop Work in the Event of Unanticipated Discoveries): In the event that cultural resources, paleontological resources or unique geologic features are discovered during construction, operations shall stop within 100 feet of the find, and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The qualified archaeologist shall determine the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with §15064.5 of the CEQA Guidelines. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing, and data recovery, among other options. Any previously undiscovered resources found during construction within the Project area shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance. No further ground disturbance shall occur in the immediate vicinity of the discovery until approved by the qualified archaeologist. Upon discovery of cultural resources, in addition to other procedures described in this mitigation measure, the Kings County Community Development Agency,

along with other relevant agency or Tribal officials, shall be contacted to begin coordination on the disposition of the find(s), and treatment of any significant cultural resource shall be undertaken pursuant to the Plan. In the event of any conflict between this mitigation measure and the Plan, the stipulations of the Plan shall control.

MM-CUL 4 (Disposition of Cultural Resources): Upon coordination with the Kings County Community Development Agency, any archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded long-term preservation. Documentation for the work shall be provided in accordance with applicable cultural resource laws and guidelines.

MM CUL-5: During any ground disturbance activities, if paleontological resources are encountered, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

MM CUL-6: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the county coroner.

MM GEO-1: Prior to final design, a geotechnical study shall be prepared for the project site and recommendations of the study shall be incorporated into final design of the project. A copy of the report shall be submitted to the Kings County Community Development Agency for review.

MM GHG-1: Prior to the issuance of building or grading permits, and continually throughout Project operations, the Project proponent shall comply with applicable policies of the City of Lemoore General Plan, as well as all applicable rules and regulations set forth by San Joaquin Valley Air Pollution Control District.

MM GHG-2: Prior to the issuance of building or grading permits, and continually throughout Project operations, the Project proponent shall comply with applicable policies of the City of Lemoore General Plan, as well as all applicable rules and regulations set forth by San Joaquin Valley Air Pollution Control District.

MM HYD-1: Prior to ground-disturbing activities, the City shall prepare and implement a Storm water Pollution Prevention Plan (SWPPP) that specifies best management practices (BMP), with the intent of keeping all products of erosion from moving offsite. The SWPPP shall include contain a site map that shows the construction site perimeter, existing and proposed man-made facilities, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the Project site. Additionally, the SWPPP shall contain a visual monitoring program and a chemical monitoring program for non-visible pollutants to be implemented (if there is a failure of best management practices). The requirements of the SWPPP and BMPs shall be incorporated into design specifications and construction contracts. Recommended best management practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting any existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;
- Properly managing construction materials; and
- Managing waste, aggressively controlling litter, and implementing sediment controls.

SECTION 1 - INTRODUCTION

1.1 - Overview

A request by Lance-Kashian & Company for tentative parcel map and site plan review for new industrial development (project). The project includes the construction of industrial buildings of varying sizes, with a total of approximately 1,025,000 square feet. This development will be built in phases, with a plan to develop 12 acres every two years until the site is built out. The site size is 81.9 acres.

1.2 - CEQA Requirements

The City of Lemoore is the Lead Agency for this Project pursuant to the CEQA Guidelines (Public Resources Code Section 15000 et seq.). The Environmental Checklist (CEQA Guidelines Appendix G) or Initial Study (IS) (see *Section 3 – Initial Study*) provides analysis that examines the potential environmental effects of the construction and operation of the Project. Section 15063 of the CEQA Guidelines requires the Lead Agency to prepare an IS to determine whether a discretionary project will have a significant effect on the environment. A Negative Declaration (ND) is appropriate when an IS has been prepared and a determination can be made that no significant environmental effects will occur.

Based on the IS, the Lead Agency has determined that the environmental review for the proposed application can be completed with a ND.

1.3 - Impact Terminology

The following terminology is used to describe the level of significance of project environmental impacts.

- A finding of “no impact” is appropriate if the analysis concludes that the project would not affect a topic area in any way.
- An impact is considered “less than significant” if the analysis concludes that it would cause no substantial adverse change to the environment and requires no mitigation.
- An impact is considered “less than significant with mitigation incorporated” if the analysis concludes that it would cause no substantial adverse change to the environment with the inclusion of environmental commitments that have been agreed to by the proponent.
- An impact is considered “potentially significant” if the analysis concludes that it could have a substantial adverse effect on the environment.

1.4 - Document Organization and Contents

The content and format of this IS/MND is designed to meet the requirements of CEQA. The report contains the following sections:

- *Section 1 – Introduction:* This section provides an overview of CEQA requirements, intended uses of the IS/MND, document organization, and a list of regulations that have been incorporated by reference.
- *Section 2– Project Description:* This section describes the Project and provides data on the site's location.
- *Section 3 – Environmental Checklist:* This chapter contains the evaluation of 18 different environmental resource factors contained in Appendix G of the CEQA Guidelines. Each environmental resource factor is analyzed to determine whether the proposed Project would have an impact. One of four findings is made which include: no impact, less-than-significant impact, less than significant with mitigation, or significant and unavoidable. If the evaluation results in a finding of significant and unavoidable for any of the 18 environmental resource factors, then an Environmental Impact Report will be required.
- *Section 4 – References:* This chapter contains a full list of references that were used in the preparation of this IS/MND.

SECTION 2 - PROJECT DESCRIPTION

2.1 - Introduction

Lance-Kashian & Company (KKAL) is a real estate development and management company based in Fresno, California. Their services include asset management, property management, and development. The company plans to build an industrial development complex in Lemoore in order to allow new business to come to Lemoore and existing businesses in the area to expand.

2.2 - Project Location

The proposed site is located at the northeast corner of Idaho Avenue and SR 41 in southern region of the City of Lemoore as shown in Figures 2-1, 2-2, and 2-3. The project is within Assessor's Parcel Number (APN) 024-051-031, which totals 81.9 acres in size.

The site is in Section 16, Township 19 South, Range 20 East, Mount Diablo Base and Meridian (MDB&M) within the Lemoore United States Geological Survey (USGS) 7.5-minute topographic quadrangle.

2.3 - Surrounding Land Uses

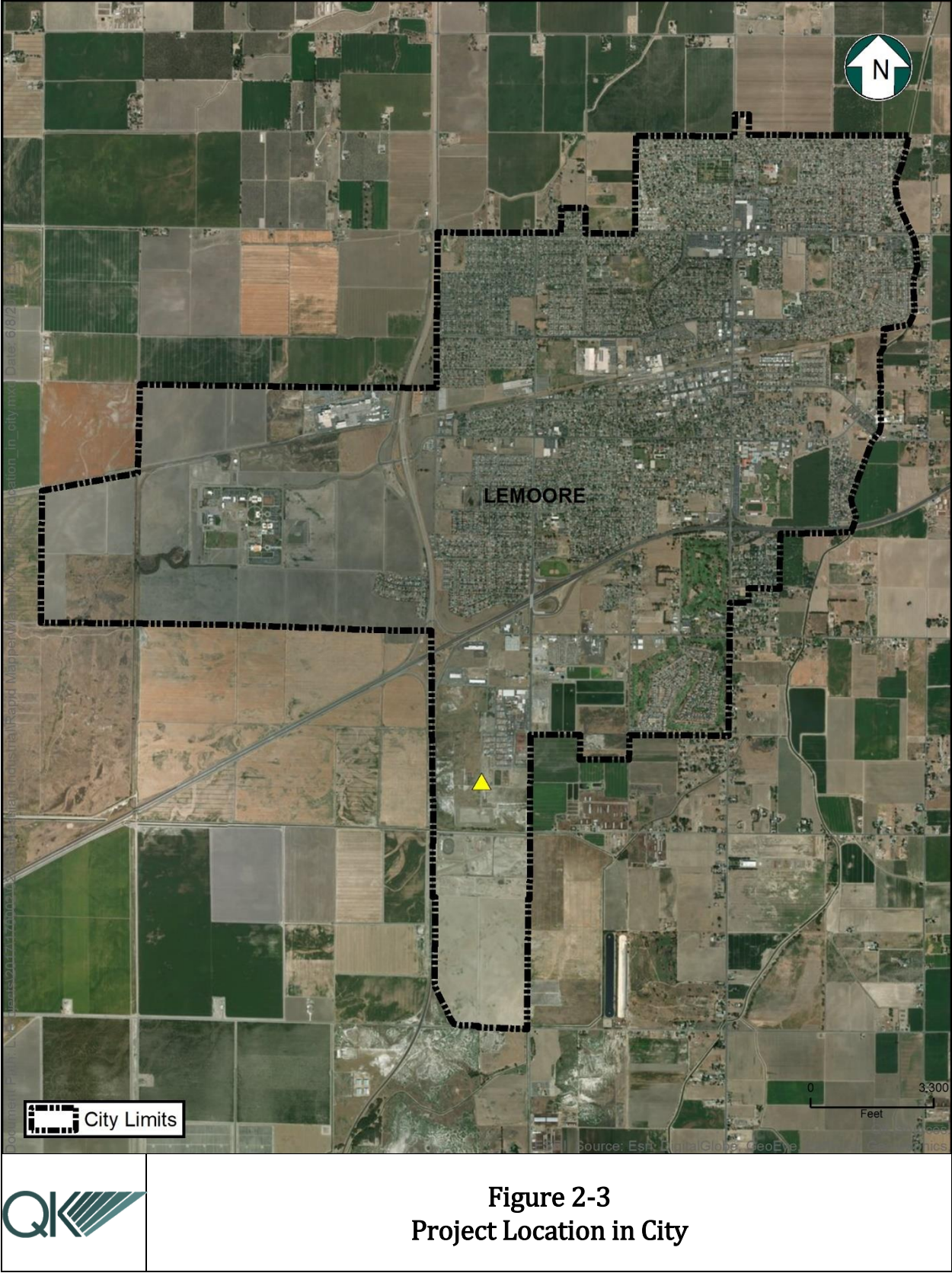
The area surrounding the proposed industrial site consists of undeveloped farmland to the west (beyond SR 41). The southern portion of the site currently contains a storm drainage pond. The pond will be relocated south of Idaho Avenue, outside of the proposed site area. East of the site is light industrial development, and there is vacant land directly north of the site. Land uses and development surrounding the site are depicted in Figure 2-4.

2.4 - Proposed Project

Lance-Kashian & Company requests approval of a tentative parcel map and site plan review for light industrial development in a site in southwest Lemoore (project). The project includes the construction of industrial buildings of varying sizes, with a total of approximately 1,025,000 square feet. The development will also include the provision of onsite parking, loading spaces, refuse collection, landscaping, and the dedication of a public road. This development will be built in phases. The 81.9-acre site is located at the northeast corner of Highway 41 and Idaho Avenue as shown in Figure 2-1. The site is currently undeveloped except for a ponding basin that will be relocated to a new site as part of this project.









SECTION 3 - EVALUATION OF ENVIRONMENTAL IMPACTS

3.1 - Environmental Checklist and Discussion

1. Project Title:

Kashian Industrial Development

2. Lead Agency Name and Address:

City of Lemoore
119 Fox Street
Lemoore, CA 93245

3. Contact Person and Phone Number:

Judy Holwell, Development Services Director
(559) 924-6740

4. Project Location:

The proposed site is located at the northeast corner of Idaho Avenue and SR 41 in western region of the City of Lemoore. The project is within Assessor's Parcel Number (APN) 024-051-031.

5. Project Sponsor's Name and Address:

John Kashian
Owner/Applicant
265 E. River Park Circle – Suite 270
Fresno, CA 93720
(559) 696-9584

6. General Plan Designation:

Light Industrial

7. Zoning:

Light Industrial - ML

8. Description of Project:

See Section 2.4 – Proposed Project.

9. Surrounding Land Uses and Setting:

See Section 2.3 – Surrounding Land Uses and Figure 2-4.

10. Other Public Agencies Approval Required:

None.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, the Santa Rosa Rancheria Tachi Tribe has requested consultation with the City of Lemoore. A letter was sent to the tribe on July 3, 2018, informing them of the Project.

NOTE: 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 Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

3.2 - Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology /Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Findings of Significance |

3.3 - Determination

On the basis of this initial evaluation:

- ☐ 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 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 (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENT IMPACT REPORT 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.

Judy Holwell, Development Services Director

Date

3.4 - Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (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).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. the significance criteria or threshold, if any, used to evaluate each question; and
 - b. the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.1 - AESTHETICS

Would the project:

a.	Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d.	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.1a – Would the Project have a substantial adverse effect on a scenic vista?

As seen in Figure 2-4, the project is located in undeveloped land and is surrounded by either vacant land or light industry. It is at the northeast corner of Idaho Avenue and SR 41 in the western region of Lemoore.

The City of Lemoore 2030 General Plan states there are currently no buildings or structures listed in the National Register of Historic Places or as California Historic Landmarks. However, there are 37 sites listed as having local historic significance located within the downtown district (City of Lemoore , 2008). There are no local historic resources within the vicinity of the Project site. The Project is not located in an area that would result in substantial adverse effects on any scenic vistas and no impact would occur.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.1b – Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no listed State scenic highways within Kings County; therefore, the site would not damage scenic resources within a state scenic highway (California Department of Transportation, 2011).

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.1c – Would the Project substantially degrade the existing visual character or quality of the site and its surroundings?

The proposed project would be similar in nature to the existing light industrial development next to the site. The project is consistent with zoning and land use designations for the area and would not result in a substantial degradation to the existing visual character or quality of the site and its surroundings.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1d – Would the Project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The proposed development would comply with all lighting standards established in the City's Zoning Ordinance (Title 9, Chapter 5, Article B, Section 4), and therefore impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.2 - AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. 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 nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use or a Williamson Act Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.2a – Would the Project 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 nonagricultural use?

The proposed project will not convert any farmland. According to the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP), the project site is

classified as 'Vacant or Disturbed Land' (see Figure 3.4.2-1). (CA Department of Conservation, 2016) Therefore, the proposed project will have no impact on conversion of agricultural resources.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2b – Would the Project conflict with existing zoning for agricultural use or a Williamson Act Contract?

The project site is currently zoned Light Industrial within both the *City of Lemoore 2030 General Plan* and the City of Lemoore's Zoning Ordinance. The project site is not under Williamson Act Contract and does not conflict with any current Williamson Act Contract (see Figure 3.4.2-2).

MITIGATION MEASURE(S)

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2c – Would the Project 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))?

The project site and the surrounding areas are not zoned for forest land or timberland by the City of Lemoore Zoning Map. The site is zoned Light Industrial (ML), which allows for this type of industrial development. The project will have no impact on land designated for forest land use.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

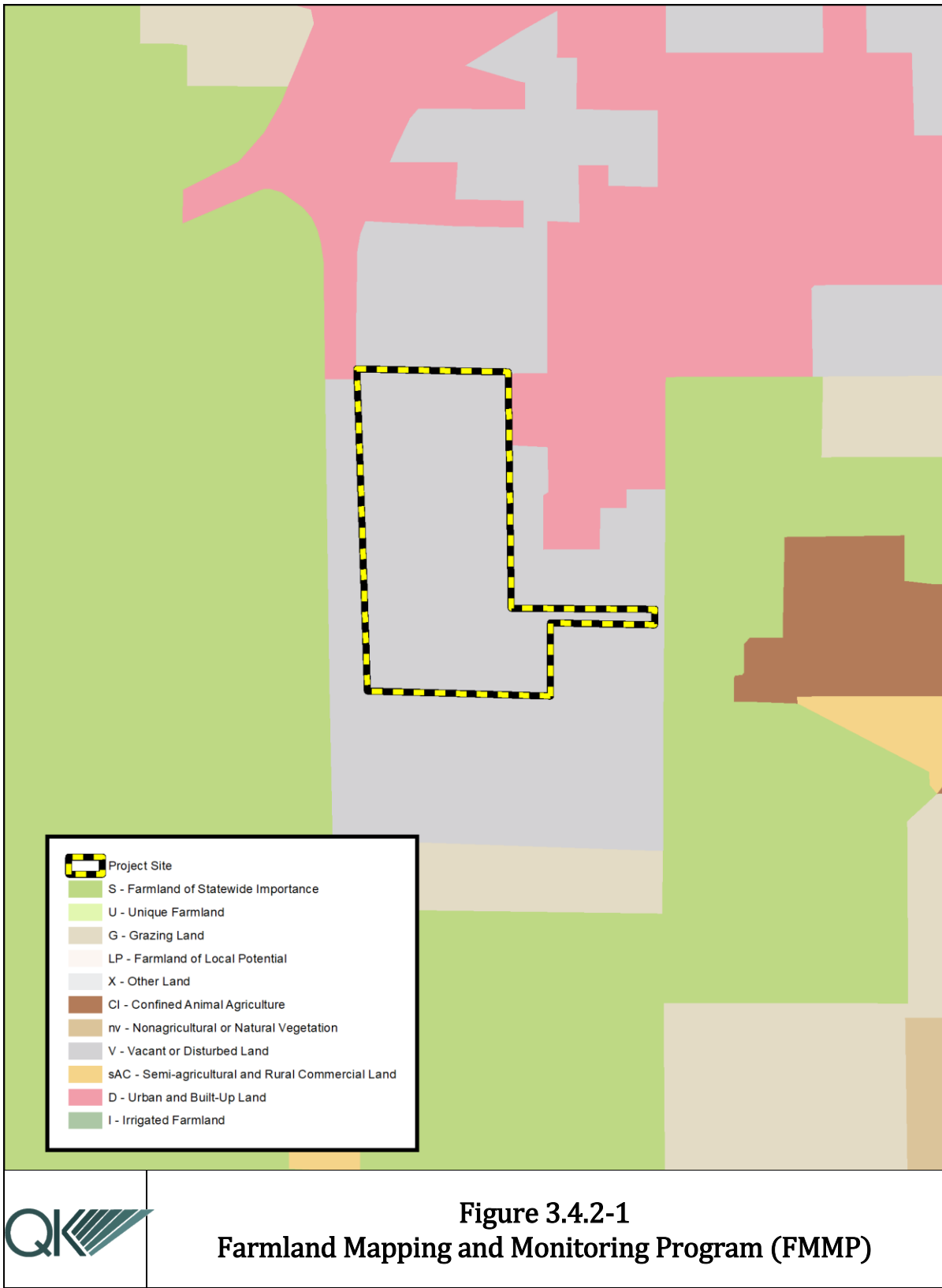
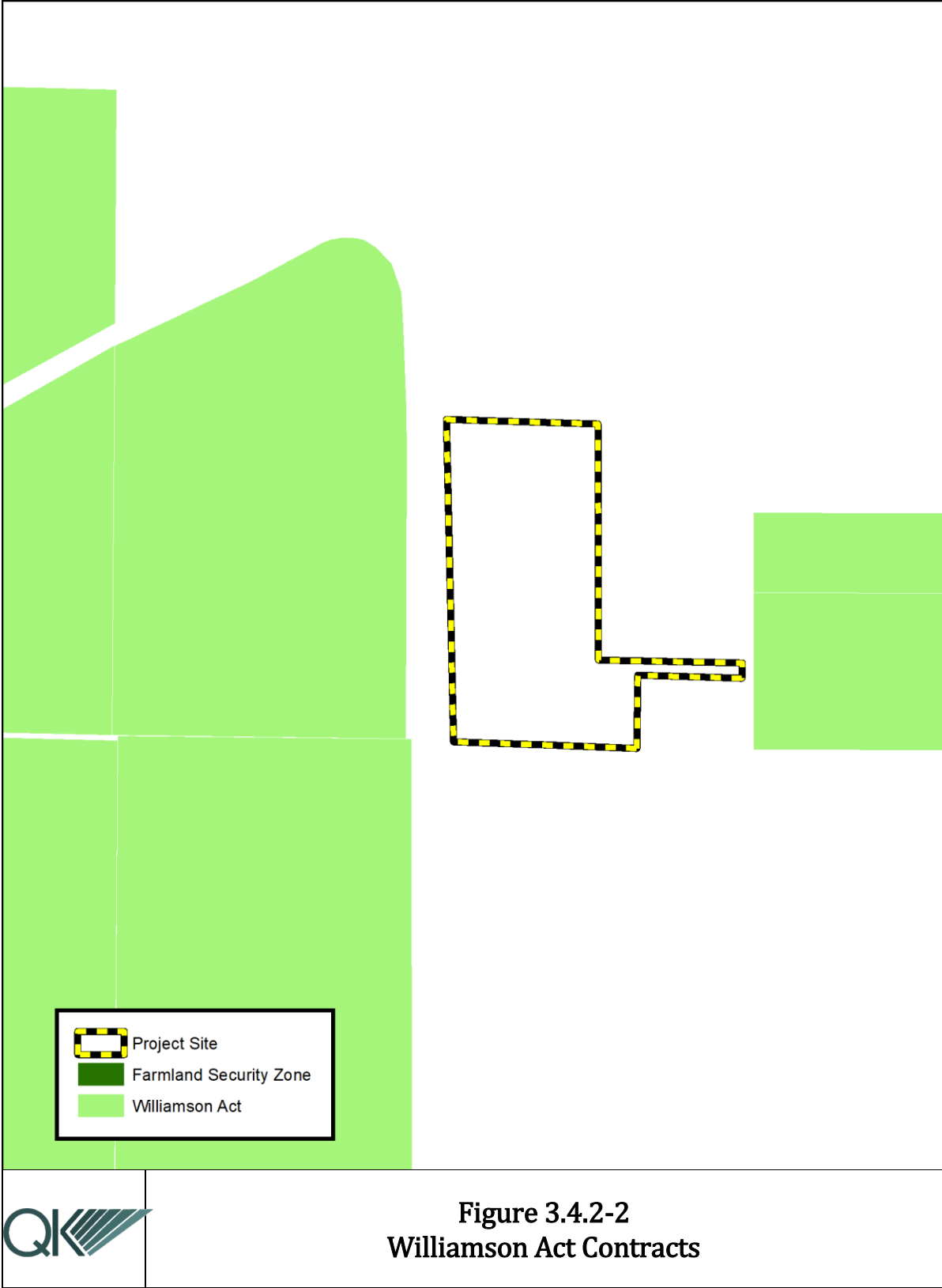


Figure 3.4.2-1
Farmland Mapping and Monitoring Program (FMMP)



Impact #3.4.2d – Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

The proposed project site is not considered to be forest land or timberland. The project is considered an industrial use within the existing zone district. It is currently undeveloped and surrounded by either undeveloped land or light industrial development. Further development of the associated use would be consistent with the existing zoning and would not result in the conversion of forest land to non-forest use. The proposed project will have no impact.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2e – Would the Project 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?

The proposed project will allow for the development of a light industrial complex. The project site is zoned Light Industrial (ML), for which light industry is an allowable use. The project will not change the existing zoning of the site; therefore, the project would not involve changes in the existing environment that could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

The properties to the east and west of the project site are currently used for agricultural production and are under a Williamson Act contract. Though some development pressure on surrounding properties could result from this development, it is unlikely. The agricultural land to the east and west is outside of the current city limits. The proposed project is expected to develop slowly over a number of years and focuses development onto land that is not farmland or forest land. State Route 41 is in between the project site and the agricultural land to the west of the site, so the agricultural land is further protected from development pressures. The impacts to surrounding agricultural land would be deemed less than significant, as the project will contain development to the predetermined boundaries shown in Figure 2-1.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.3 - AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a.	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.3a – Would the Project conflict with or obstruct implementation of the applicable air quality plan?

The SJVAB is designated nonattainment of state and Federal health-based air quality standards for ozone and PM2.5. The SJVAB is designated nonattainment of state PM10. To meet Federal Clean Air Act (CAA) requirements, the SJVAPCD has multiple air quality attainment plan (AQAP) documents, including:

- 2016 Ozone Plan;
- 2007 PM10 Maintenance Plan and Request for Redesignation; and
- 2016 PM2.5 Plan.

The SJVAPCD's AQAPs account for projections of population growth and vehicle miles traveled (VMT) provided by the Council of Governments (COG) in the SJVAB and identify strategies to bring regional emissions into compliance with federal and State air quality standards. It is assumed that the existing and future pollutant emissions computed in the

AQAPs were based on land uses from area general plans that were prepared prior to the AQAP's adoption. Because population growth and VMT projections are the basis of the AQAPs' strategies, a project would conflict with the plans if it results in more growth or VMT than the plans' projections. The proposed Project would result in the construction and operation of a light industrial development. This development will result in new vehicle trips per day in the area and only temporary vehicle trips during the construction period. Additionally, the proposed Project is consistent with the current General Plan designation for the site. Therefore, if the proposed Project's VMT are consistent with the General Plan, then the proposed Project is consistent with the growth assumptions used in the applicable AQAPs. In conclusion, the proposed Project is consistent with the General Plan and would not require a general plan amendment. Therefore, the proposed Project is consistent with the applicable AQAPs.

MITIGATION MEASURE(S)

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3b – Would the Project Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

The proposed Project is located within the San Joaquin Valley Air Basin (SJVAB). The proposed Project consists of the construction and operation of a light industrial development. The Project is consistent with the City of Lemoore 2030 General Plan and Zoning Ordinance and therefore, an allowable use at the Project site.

The General Plan analyzed activities that disturb the soil, such as grading and excavation, infrastructure construction, building demolition, and a variety of construction activities. The General Plan also analyzed operational air quality impacts that would likely occur based on the various land use designations and possible resultant land uses that could occur during buildout of the City in compliance with the General Plan. Because the proposed Project is consistent with the General Plan, construction and operational air emissions as a result have already been analyzed in the General Plan EIR.

The General Plan EIR requires that all new development that is consistent with the General Plan land use designations, such as the proposed Project, be subject to Best Management Practices to reduce dust and other air pollutant emissions, as well as mandatory compliance with all applicable SJVAPCDs rules and regulations. These rules and regulations include, but are not limited to, Rule 2201 (New and Modified Station Source Review), Rule 4002 (National Emission Standards for Hazardous Air Pollutants), Regulation VIII (Fugitive PM10 Prohibitions), and Rule 9510 (Indirect Source Review [ISR]). The construction and operation of the proposed Project would also be subject to SJVAPCD's Regulation VIII (Fugitive PM10 Prohibitions). Implementation of Mitigation Measures MM AQ-1 through MM AQ-3 requires

that the proposed Project comply with applicable SJVAPCD rules and regulations to reduce construction and operational impacts as described in the mitigation.

With implementation of this mitigation, the Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Impacts would be less than significant.

MITIGATION MEASURE(S)

MM AQ-1: Construction and operation of the proposed project shall be conducted in compliance with applicable rules and regulations set forth by the San Joaquin Valley Air Pollution Control District. Dust control measures outlined below shall be implemented where they are applicable and feasible. The list shall not be considered all-inclusive, and any other measures to reduce fugitive dust emissions not listed shall be encouraged.

- d. Land Preparation, Excavation, and/or Demolition. The following dust control measures shall be implemented:
 7. All soil excavated or graded shall be sufficiently watered to prevent excessive dust. Watering shall occur as needed with complete coverage of disturbed soil areas. Watering shall take place a minimum of twice daily on unpaved/untreated roads and on disturbed soil areas with active operations.
 8. All clearing, grading, earth moving, and excavation activities shall cease during periods of winds greater than 20 miles per hour (averaged over 1 hour), if disturbed material is easily windblown, or when dust plumes of 20 percent or greater opacity impact public roads, occupied structures, or neighboring property.
 9. All fine material transported on-site a freeboard limit of at least 6 inches shall be maintained and fine material shall be either sufficiently watered or securely covered to prevent excessive dust.
 10. Areas disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.
 11. Stockpiles of soil or other fine loose material shall be stabilized by watering or other appropriate method to prevent wind-blown fugitive dust.
 12. Where acceptable to the Fire Department, weed control shall be accomplished by mowing instead of discing, thereby leaving the ground undisturbed and with a mulch covering.
- e. Site Construction. After clearing, grading, earth moving, and/or excavating, the following dust control practices shall be implemented:
 5. Once initial leveling has ceased, all inactive soil areas within the construction site shall be (1) seeded and watered until plant growth is evident, (2) treated with a dust palliative, or (3) watered twice daily until soil has sufficiently crusted to prevent fugitive dust emissions.

6. All active disturbed soil areas shall be sufficiently watered at least twice daily to prevent excessive dust.
 7. The project proponent and/or its contractor(s) shall comply with the provisions of SJVAPCD Rule 4601 - Architectural Coatings, during the construction of all buildings and facilities. Application of architectural coatings shall be completed in a manner that poses the least emissions impacts whenever such application is deemed proficient.
 8. The project proponent and/or its contractor(s) shall comply with the provisions of SJVAPCD Rule 4641 during the construction and pavement of all roads and parking areas within the project area. Specifically, the applicant shall not allow the use of rapid cure cutback asphalt, medium cure cutback, or slow cure cutback or emulsified asphalt.
- f. Vehicular Activities. During all phases of construction, the following vehicular control measures shall be implemented:
5. On-site vehicle speed shall be limited to 15 miles per hour.
 6. All areas with vehicle traffic shall be paved, treated with dust palliatives, or watered a minimum of twice daily.
 7. Streets adjacent to the project site shall be kept clean, and project-related accumulated silt shall be removed.
 8. Access to the site shall be by means of an apron into the project site from adjoining surfaced roadways. The apron shall be surfaced or treated with dust palliatives. If operating on soils that cling to the wheels of vehicles, a grizzly or other such device shall be used on the road exiting the project site, immediately prior to the pavement, in order to remove most of the soil material from vehicle tires.

MM AQ-2: The project proponent and/or its contractor(s) shall implement the following measures during construction of the proposed project:

- k. All equipment shall be maintained as recommended by manufacturer manuals.
- l. Equipment shall be shut down when not in use for extended periods of time.
- m. Construction equipment shall operate no longer than eight cumulative hours per day.
- n. Electric equipment shall be used whenever possible in lieu of diesel- or gasoline-powered equipment.
- o. All construction vehicles shall be equipped with proper emissions control equipment and kept in good and proper running order to substantially reduce NO_x emissions.
- p. On- and off-road diesel equipment shall use diesel particulate filters if permitted under manufacturer's guidelines.
- q. On- and off-road diesel equipment shall use cooled exhaust gas recirculation (EGR) if permitted under manufacturer's guidelines.
- r. All construction workers shall be encouraged to shuttle (car-pool) to retail establishments or to remain on-site during lunch breaks.
- s. All construction activities within the project area shall be discontinued during the first stage smog alerts.

- t. Construction and grading activities shall not be allowed during first stage ozone alerts. First stage ozone alerts are declared when the ozone level exceeds 0.20 ppm (1-hour average).

MM AQ-3: Prior to the issuance of building and grading permits, the project proponent shall provide the City of Lemoore Development Services Department with proof that an Indirect Source Review application has been approved by the San Joaquin Valley Air Pollution Control District, if applicable.

MM AQ-4: Prior to the issuance of demolition permits, the project proponent shall provide the City of Lemoore Development Services Department with proof that a Demolition Permit has been issued by the San Joaquin Valley Air Pollution Control District, if applicable

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated.*

Impact #3.4.3c – Would the Project 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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

See Response (b), above.

MITIGATION MEASURE(S)

Implement MM AQ-1 through MM AQ-4.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated.*

Impact #3.4.3d – Would the Project Expose sensitive receptors to substantial pollutant concentrations?

As noted in Response (b), the proposed Project is consistent with the surrounding land uses and would not create or expose sensitive receptors to substantial pollutant concentrations or emissions. With implementation of MM AQ-1 through MM AQ-4, impacts would be considered less than significant.

MITIGATION MEASURE(S)

Implement MM AQ-1 through MM AQ-4.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated.*

Impact #3.4.3e – Would the Project Create objectionable odors affecting a substantial number of people?

According to the 2015 SJVAPCD's *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI), analysis of potential odor impacts should be conducted for the following two situations:

- Generators – projects that would potentially generate odorous emissions proposed to locate near existing sensitive receptors or other land uses where people may congregate; and
- Receivers – residential or other sensitive receptor projects or other projects built for the intent of attracting people locating near existing odor sources.

As proposed, the Project would not generate odors that would impact sensitive receptors. With implementation of MM QA-1 through MM AQ-4, odor impacts that may be generated during temporary construction activities would be reduced to less than significant levels.

MITIGATION MEASURE(S)

Implement MM AQ-1 through MM AQ-4.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
3.4.4 - BIOLOGICAL RESOURCES				
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 U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

The analysis presented in this section is based on literature reviews, database searches, and a biological reconnaissance-level survey that was conducted by QK Environmental Scientist Alex Single at the proposed Project on June 20, 2018.

This section focuses on the impacts of the Project on sensitive biological resources including sensitive natural communities, special-status plants and wildlife, riparian habitat, aquatic resources, and the potential interference with wildlife movement corridors. The Project was also evaluated for consistency with locally adopted environmental policies, habitat conservation plans, and recovery plans.

Methodology

Literature reviews and database searches were conducted to determine if the Project site has historically been occupied by special-status species (Figures 3.4.4-1 through 3.4.4-5). The California Natural Diversity Database (CNDDB; 2018), California Native Plants Society (CNPS) database (CNPS 2018), U.S. Fish and Wildlife Service (USFWS) Threatened and Endangered Species List (USFWS 2018a), and USFWS Critical Habitat database (USFWS 2018b) were reviewed to identify State and federal special-status species that have been historically documented within the Lemoore 7.5-minute U.S. Geological Survey (USGS) quadrangle. The search also included the eight surrounding quadrangles: Burrell, Riverdale, Laton, Vanguard, Hanford, Westhaven, Stratford, and Guernsey. Wildlife species designated as “Fully Protected” by the California Fish and Game Code Sections 5050 (Fully Protected reptiles and amphibians), 3511 (Fully Protected birds), 5515 (Full Protected Fish), and 4700 (Fully Protected mammals) were added to the list.

Additional databases that were accessed included the USFWS National Wetlands Inventory (NWI) Map (NWI 2018), the USGS topographical maps, National Hydrography Dataset (NHD; 2018), Federal Emergency Management Agency (FEMA) 100-year floodplain database (FEMA 2018), the Recovery Plan for Upland Species of the San Joaquin Valley (USFWS 1998), and Essential Connectivity Habitat Areas for wildlife corridors (Spencer 2010).

A reconnaissance-level survey was conducted on the Project site and within a 250-foot survey buffer surrounding all sides of the site, where access was available (Figure 3.4.4-1). Access was prohibited in areas where the survey buffer encroached on fenced commercial properties. Pedestrian transects were walked at approximately 50-foot intervals, which provided a 100 percent visual coverage of the Project and survey buffer. The survey focused on mapping the extent of habitats including wetlands and other waters, completing a species inventory, and evaluating the potential for sensitive natural communities, special-status species, and other sensitive biological resources to occur.



Figure 3.4.4-1
Project Site and Survey Area, Lemoore Industrial Project, Lemoore, California



Potential impacts to biological resources were determined by analyzing the change(s) to the existing setting and associated disturbances that would be anticipated from the Project and relating those changes in conditions to effects to biological resources. Potential impacts that on sensitive biological resources of concern are described and discussed below based on the following topics:

- a. Each potentially affected special-status species that could be subject to Project impacts are addressed individually and breeding and/or foraging migratory birds are addressed as a group;
- b. Each potentially affected riparian habitat or other sensitive natural community that could be subject to Project impacts are addressed individually;
- c. Potentially affected federal or State waters or wetlands are addressed;
- d. Potentially affected wildlife corridor, migratory fish habitat, or native wildlife nursery that could be subject to Project impacts are addressed individually;
- e. Potentially affected local policy or ordinance related to biological resources are addressed individually; and
- f. Potentially affected adopted habitat conservation plan, natural community conservation plan, or other approved habitat conservation plan are addressed individually.

This section includes a general description of the plant and wildlife observed on the Project site, historic records of special-status species that were obtained from the database searches, and the evaluation and findings for species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by CDFW or USFWS.

Results

DATABASE RESULTS

Database searches listed historical occurrences of seven special-status plant species and one sensitive natural community within the nine USGS 7.5-minute quadrangles that were queried. Of the seven special-status plant species, none are federally-listed species and one is a State-listed species. Five species were listed as 1B by the CNPS and two were listed as rank 2 or 3 by CNPS. The sensitive natural community was Valley Sink Scrub.

No records of plants or sensitive natural communities were located on the project site. One sensitive natural community and three plants have historic CNDDDB records within a 10-mile radius of the Project. A record of the sensitive natural community Valley Sink Scrub is located one mile south of the project, records of recurved larkspur (*Delphinium recurvatum*) and mud nama (*Nama stenocarpa*) are located approximately 9 miles southeast of the Project, and a record of California alkali grass (*Puccinellia simplex*) is located approximately 10 miles north of the Project.

Database searches listed historic occurrences of 24 special-status wildlife species within the nine USGS 7.5-minute quadrangles queried, including five invertebrates, one fish, three amphibians, four reptiles, six birds, and five mammals. Two additional species, one bird and one mammal, were added to the table. The white-tailed kite (*Elanus leucurus*) was added due to recent records not included in CNDDDB, and the Buena Vista Lake ornate shrew (*Sorex ornatus relictus*) was added due to the presence of Critical Habitat for the species within ten miles of the Project. This brought the total number of special-status animals considered in this report to 26. Eight of these wildlife species are federally- and State- listed species, seven are federally-listed, two are State-listed, seven are California species of special concern, and two are CDFW Fully Protected. The remaining three have no special status but are tracked by the CNDDDB and included in the list of special-status wildlife species.

There are 14 special-status wildlife species with historical CNDDDB records that occurred within 10 miles of the Project (Figures 3.4.4-2, 3.4.4-3, and 3.4.4-4). Of these, 3 species are not federally-listed, State-listed or State species of concern, but are tracked by CNDDDB. No CNDDDB records for wildlife occurred on the Project site. The nearest CNDDDB records of special-status wildlife include records of the Tipton kangaroo rat (*Dipodomys nitratooides nitratooides*) one mile south of the project, San Joaquin kit fox (*Vulpes macrotis mutica*) approximately three miles northwest and five miles southeast of the Project, and western pond turtle (*Emys marmorata*).

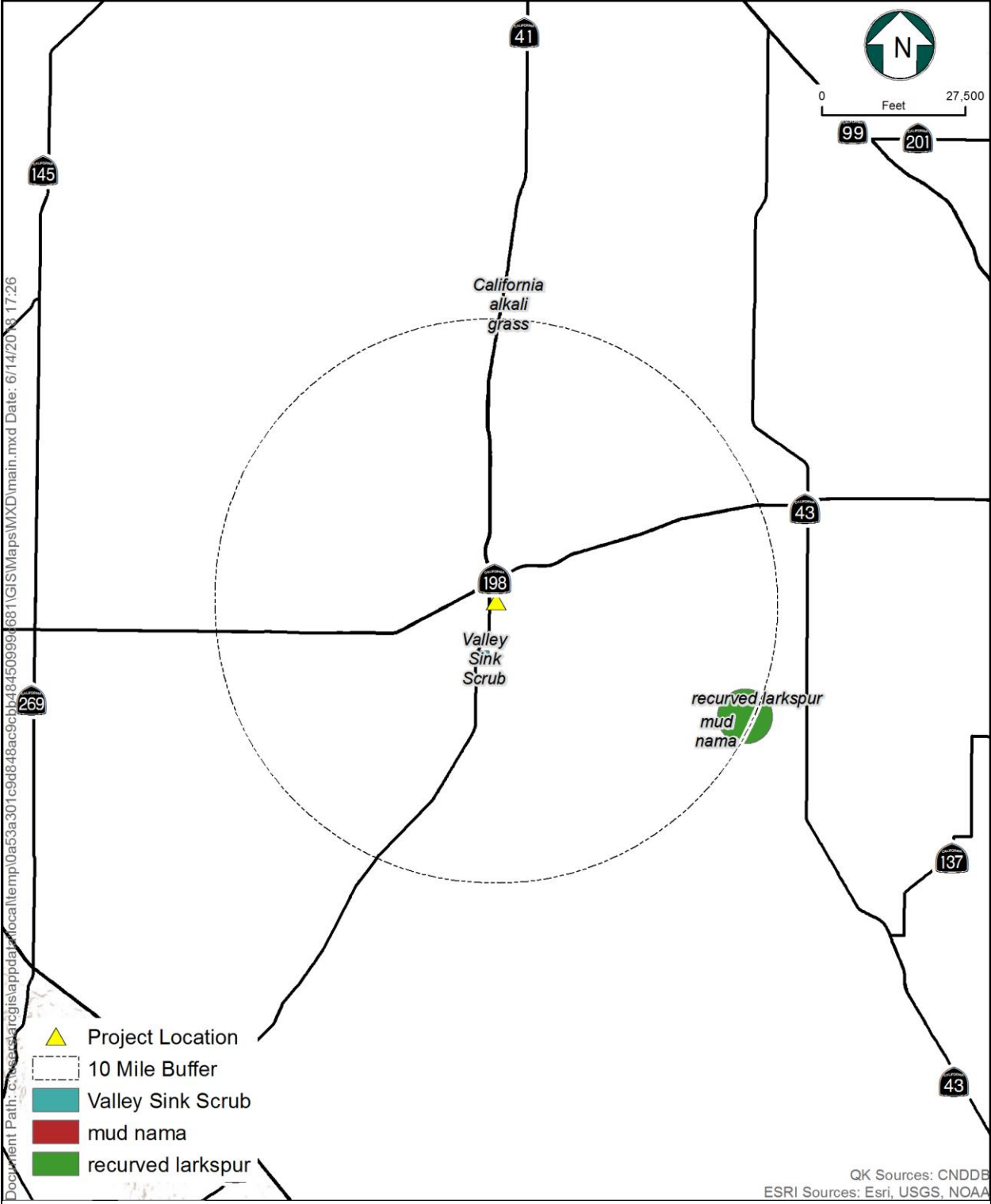


Figure 3.4.4-2
CNDDB Sensitive Natural Communities and Special-Status Plant Species, Lemoore Industrial Project, Lemoore, California

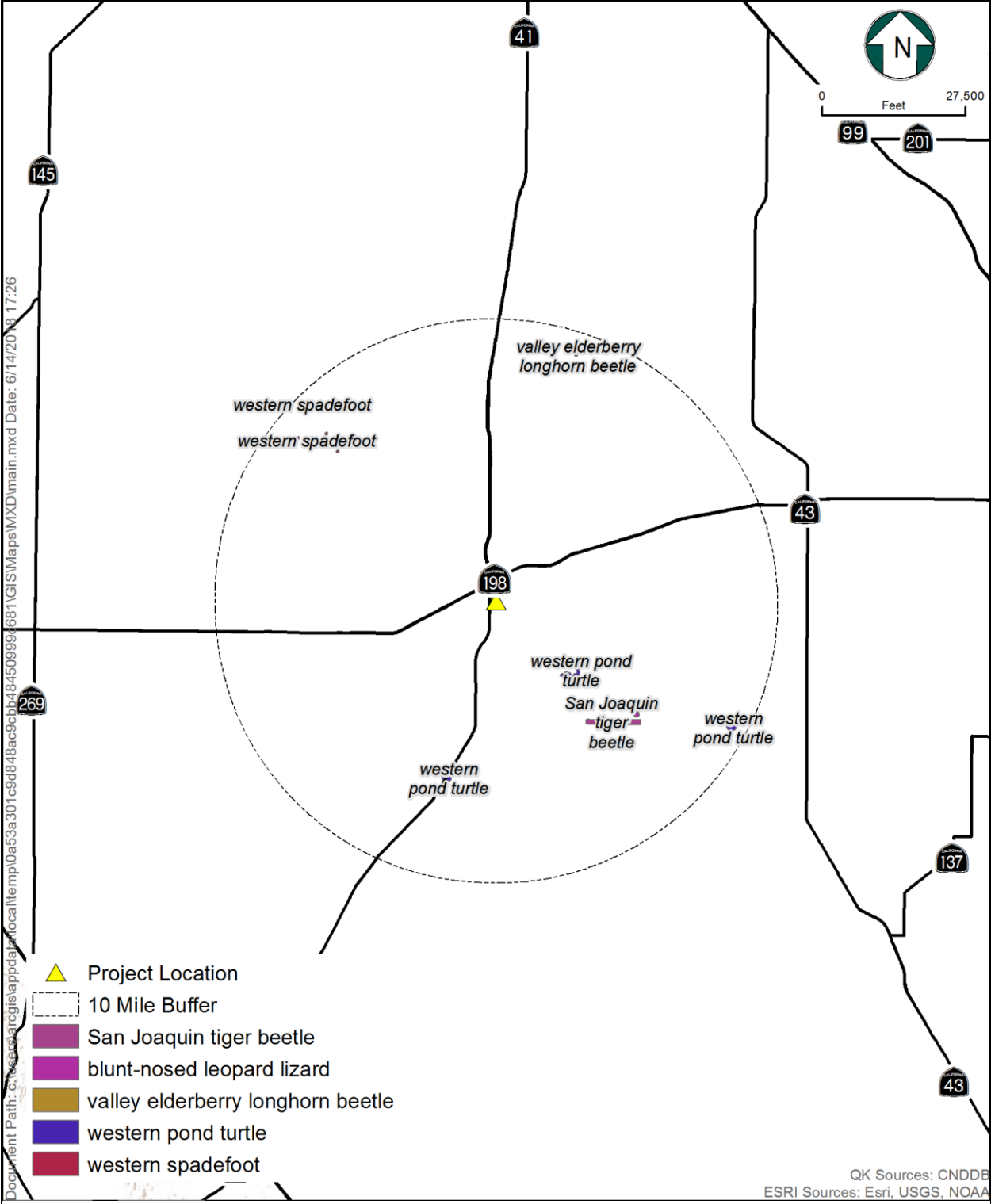


Figure 3.4.4-3
CNDDB Special-Status Reptile, Amphibian, and Invertebrate Species, Lemoore Industrial Project, Lemoore, California

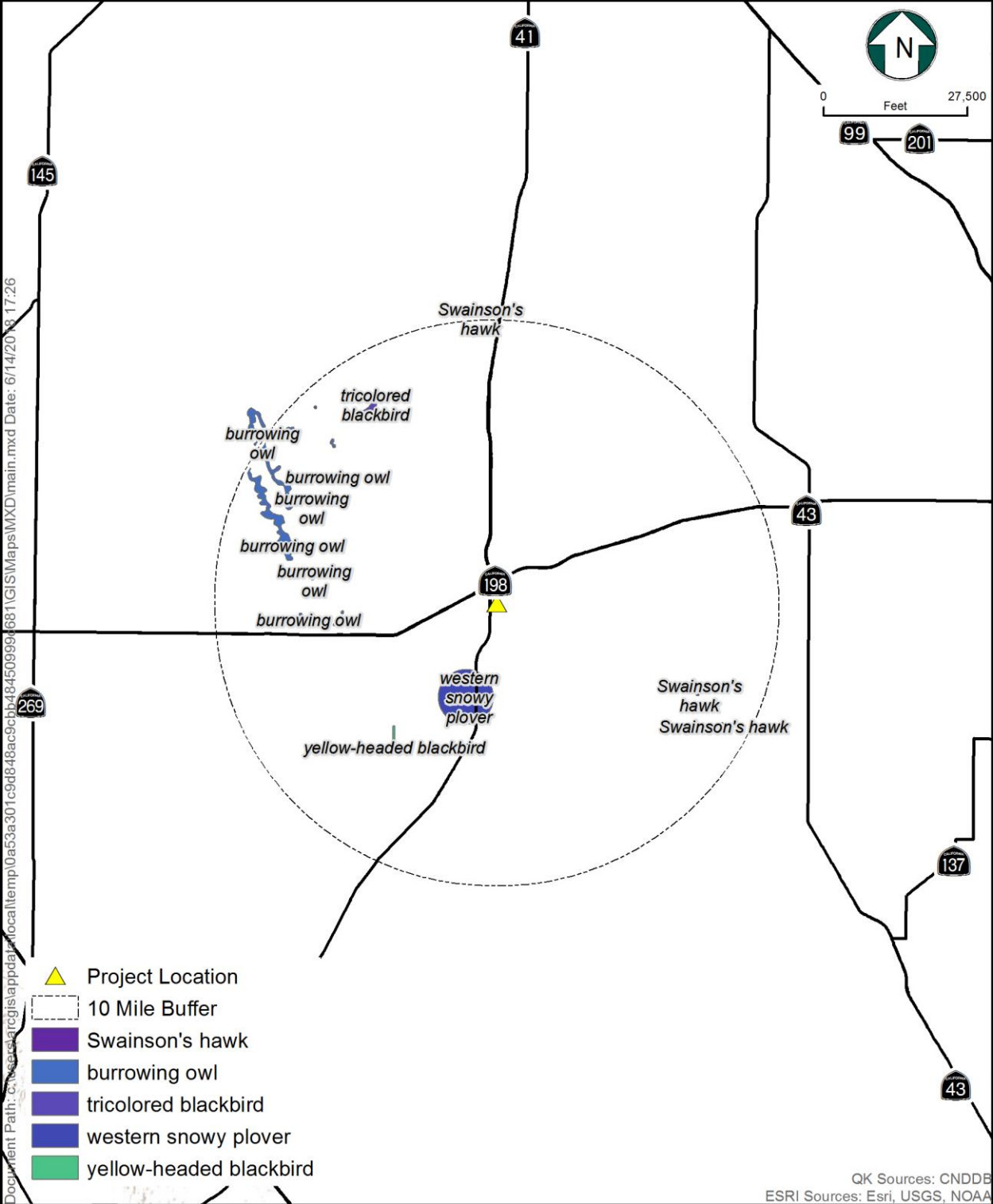


Figure 3.4.4-4
CNDDB Special-Status Bird Species, Lemoore Industrial Project,
Lemoore, California



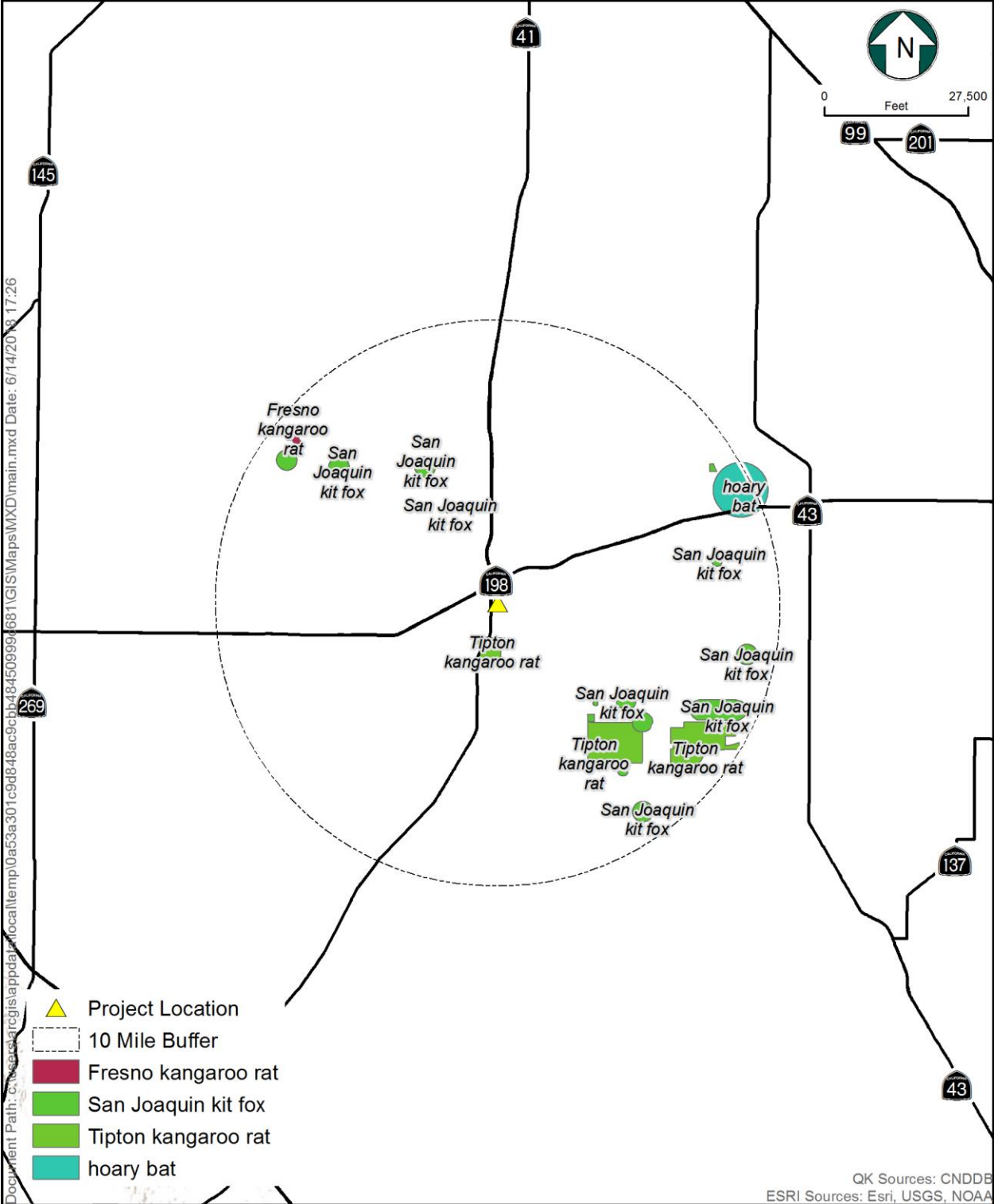


Figure 3.4.4-5
CNDDB Special-Status Mammal Species, Lemoore Industrial Project, Lemoore, California



Plant Communities Occurring on the Project Site

The Project and surrounding survey buffer contain a matrix of disturbed Non-native Grassland (Holland Code 42200) and Valley Sink Scrub (Holland Code 36210) vegetation associations (Holland 1986). Past disturbances to the on-site habitat on the Project site have occurred through disking of the site, resulting in the conversion of Valley Sink Scrub to Non-native Grassland, although many bush seepweed (*Suaeda nigra*) and some scattered quailbush (*Atriplex lentiformis*) and iodine bush (*Allenrolfea occidentalis*) remain. The Valley Sink Scrub in the area surveyed lies in the eastern portion of the Project and surrounding buffer, where the project extends through a thin corridor to allow road access to South 19th Avenue. In this area, the Project extends east in a narrow corridor (Figure 3.4.4-6). This corridor is covered by a dirt road and is not habitat, but Valley Sink Scrub habitat exists south of this road within the Project buffer. Dominant plant species identified on the Project site (Table 3.4.4-1) included Bermuda grass (*Cynodon dactylon*), Russian thistle (*Salsola tragus*), and black mustard (*Brassica nigra*), with smaller amounts of Iodine bush present only on the eastern section of the Project. Willow (*Salix* sp.) were present primarily on a canal and drainage basin on the southern edge of the Project and were the dominant vegetation in that small area. The canal banks on the south side of the Project were not vegetated. Representative photographs of the Project site and surrounding area are presented in Appendix A.

Table 3.4.4-1
Plants Observed on the Lemoore Industrial Project, Lemoore, California

<i>Scientific Name</i>	<i>Common Name</i>
<i>Ailanthus altissima</i>	tree of heaven
<i>Allenrolfea occidentalis</i>	iodine bush
<i>Asclepias fascicularis</i>	narrow leaf milkweed
<i>Atriplex lentiformis</i>	quailbush
<i>Bassia hyssopifolia</i>	fivehook bassia
<i>Brassica nigra</i>	black mustard
<i>Bromus diandrus</i>	ripgut brome
<i>Cuscuta</i> sp.	dodder sp.
<i>Cynodon dactylon</i>	Bermuda grass
<i>Helianthus annuus</i>	common sunflower
<i>Heliotropium curassavicum</i>	salt heliotrope
<i>Lactuca serriola</i>	prickly wild lettuce
<i>Malva neglecta</i>	common mallow
<i>Medicago sativa</i>	alfalfa
<i>Salix</i> sp.	willow
<i>Salsola tragus</i>	Russian thistle
<i>Suaeda nigra</i>	bush seepweed
<i>Veronica peregrina</i>	neckweed



Figure 3.4.4-6
Biological Resources, Lemoore Industrial Project,
Lemoore, California



Wildlife Occurring on the Project Site

Wildlife observed on the Project included two amphibian species, one reptile species, thirteen bird species, and three mammal species (Table 3.4.4-2). The most common species observed were western kingbird (*Tyrannus verticalis*), house sparrow (*Passer domesticus*), and larval Sierran treefrogs (*Pseudacris sierra*). One inactive stick nest was observed on the Project, and one active house sparrow nest was observed south of the Project within the survey buffer.

Table 3.4.4-2
Wildlife Observed on the Lemoore Industrial Project, Lemoore, California

<i>Scientific Name</i>	<i>Common Name</i>
<i>Aphelocoma californica</i>	California scrub jay
<i>Buteo jamaicensis</i>	red-tailed hawk
<i>Buteo swainsoni</i>	Swainson's hawk
<i>Canis latrans</i>	coyote
<i>Charadrius vociferus</i>	killdeer
<i>Columba livia</i>	rock pigeon
<i>Eremophila alpestris</i>	horned lark
<i>Euphagus cyanocephalus</i>	Brewer's blackbird
<i>Falco sparverius</i>	American kestrel
<i>Haemorhous mexicanus</i>	house finch
<i>Lepus californicus</i> *	black-tailed jackrabbit*
<i>Lithobates catesbeianus</i>	bullfrog
<i>Otospermophilus beecheyi</i>	California ground squirrel
<i>Passer domesticus</i>	house sparrow
<i>Pituophis catenifer</i>	gopher snake
<i>Pseudacris sierra</i>	Sierran treefrog
<i>Streptopelia decaocto</i>	Eurasian collared-dove
<i>Tyrannus verticalis</i>	western kingbird
<i>Zenaida macroura</i>	mourning dove

*Indicates that only sign (scat, tracks, digs, etc.) of this species was observed and no individuals were observed.

Impact #3.4.4a – Would the Project 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 U.S. Fish and Wildlife Service?

Special-status Plant Species

Habitat on the Project site could potentially support five special-status plant species, but it is not likely that the species would occur because of the high level of disturbance and low quality of habitat. There are no CNDDDB records for any special-status plant species on the

site or within the survey buffer. Three special-status plant species, recurved larkspur, California alkali grass, and mud nama, were historically present within 10 miles of the Project. One of these species, mud nama, is associated with wetland habitats that do not occur on the Project. Recurved larkspur and California alkali grass are unlikely to occur on the Project because of previous grading, disking for fire control efforts, construction of a flood-control basin, and because of the prevalence of non-native grasses and other invasive plants. It is unlikely that any of these special-status plant species would occur on the Project, and no impacts would occur to special-status plant species.

Special-status Wildlife Species

Based on database searches, 26 wildlife species were found to have the potential to occur in the nine USGS topographic quads surrounding the Project. Of these species, 11 were found not to have a potential to occur on the Project due to the absence of suitable habitat such as vernal pools, streams, and open beaches. Further detail on these species is provided in the species table (Appendix A).

Based upon the database searches, there are 12 special-status wildlife species and three additional wildlife species that are tracked by the CNDDDB that have the potential to be present on the Project site. Federally-listed species with the potential to occur are the western snowy plover (*Charadrius alexandrinus nivosus*) and Buena Vista Lake ornate shrew. Species with the potential to occur on the site with that are both State- and federally-listed are the Fresno kangaroo rat (*Dipodomys nitratoideis exilis*), Tipton kangaroo rat, and San Joaquin kit fox (*Vulpes macrotis mutica*). The State-listed Swainson's hawk and tricolored blackbird (*Agelaius tricolor*) potentially occur on the Project site. The western spadefoot (*Spea hammondi*), California glossy snake (*Arizona elegans occidentalis*), western pond turtle, and western burrowing owl (*Athene cunicularia*), which are CDFW species of special concern could potentially occur. The site could support the white-tailed kite, which is a CDFW Fully Protected species.

Based upon the database searches, there are three non-listed wildlife species which could be present on the Project site. Those are the black-crowned night heron (*Nycticorax nycticorax*), San Joaquin tiger beetle (*Cicindela tranquebarica ssp.*), and hoary bat (*Lasiurus cinereus*). The San Joaquin tiger beetle and hoary bat lack any formal listing or protection, while the black-crowned night heron is protected by the Migratory Bird Treaty Act (MBTA). The tiger beetle and hoary bat require no further analysis because of their lack of listing status. The black-crowned night heron is discussed along with other migratory birds.

Based upon site conditions observed during the field survey of the Project site, the listed species that have potential to occur on this project are ones that can use small amounts of low quality habitat. The San Joaquin kit fox could forage in the ruderal vegetation that is present on most of the Project. Poor potential breeding habitat for the tricolored blackbird is available on the Project in the willow thicket in the southern portion of the Project, but as this is low quality habitat for that species, it is unlikely to inhabit the Project. A pair of Swainson's hawk were observed soaring above the Project. It is possible that this species is nesting near the Project and using the Project as foraging habitat. Suitable nesting trees exist

adjacent to the project, but no nests were observed on the project or in the buffer area that was examined. The Fresno kangaroo rat is likely extinct, but the Tipton kangaroo rat has one CNDDDB occurrence a mile south of the Project. The disked, ruderal land making up the Project is of minimal value to any kangaroo rat, but the presence of a population a mile away makes dispersal of Tipton kangaroo rats to the Project possible. There were no kangaroo rat burrows observed on the Project site thus making it unlikely that this species is present.

The white-tailed kite and blunt-nosed leopard lizard are the two Fully Protected species that were listed in database searches. The white-tailed kite is possible in any open habitat but is rare in the southern San Joaquin Valley and is unlikely to be present on the Project. None were observed during the site examination. The disked habitat on the Project is not suitable for the blunt-nosed leopard lizard.

Four California species of special concern could make use of the Project. The western spadefoot could potentially breed in temporary pools of water on the Project, including intermittently full ditches and drainage basins on the Project. The California glossy snake lives in arid scrub habitat like that of the Project, and it could pass through the Project while foraging, but the Project is composed of low quality foraging habitat for this species. The western pond turtle is unlikely to live on or near the Project site because the only habitat that could support this species is the irrigation ditch at the south end of the project, which is low-quality habitat for this species. The western burrowing owl could forage and nest in the open ruderal terrain of the Project, but no burrowing owls or burrowing owl sign was observed during the reconnaissance survey.

Removal of the small amount of willows in the middle and on the southern edge of the Project could potentially impact nesting Swainson's hawk or white-tailed kite. Removal of riparian trees and shrubs could potentially impact nesting tricolored blackbird. Loss of tree habitat could also reduce breeding success of other nesting migratory birds.

Critical Habitat

No Critical Habitat occurs on the Project site. One USFWS Critical Habitat unit is located within 10 miles of the Project (Figure 3.4.4-7). This Critical Habitat is for the Buena Vista Lake ornate shrew.

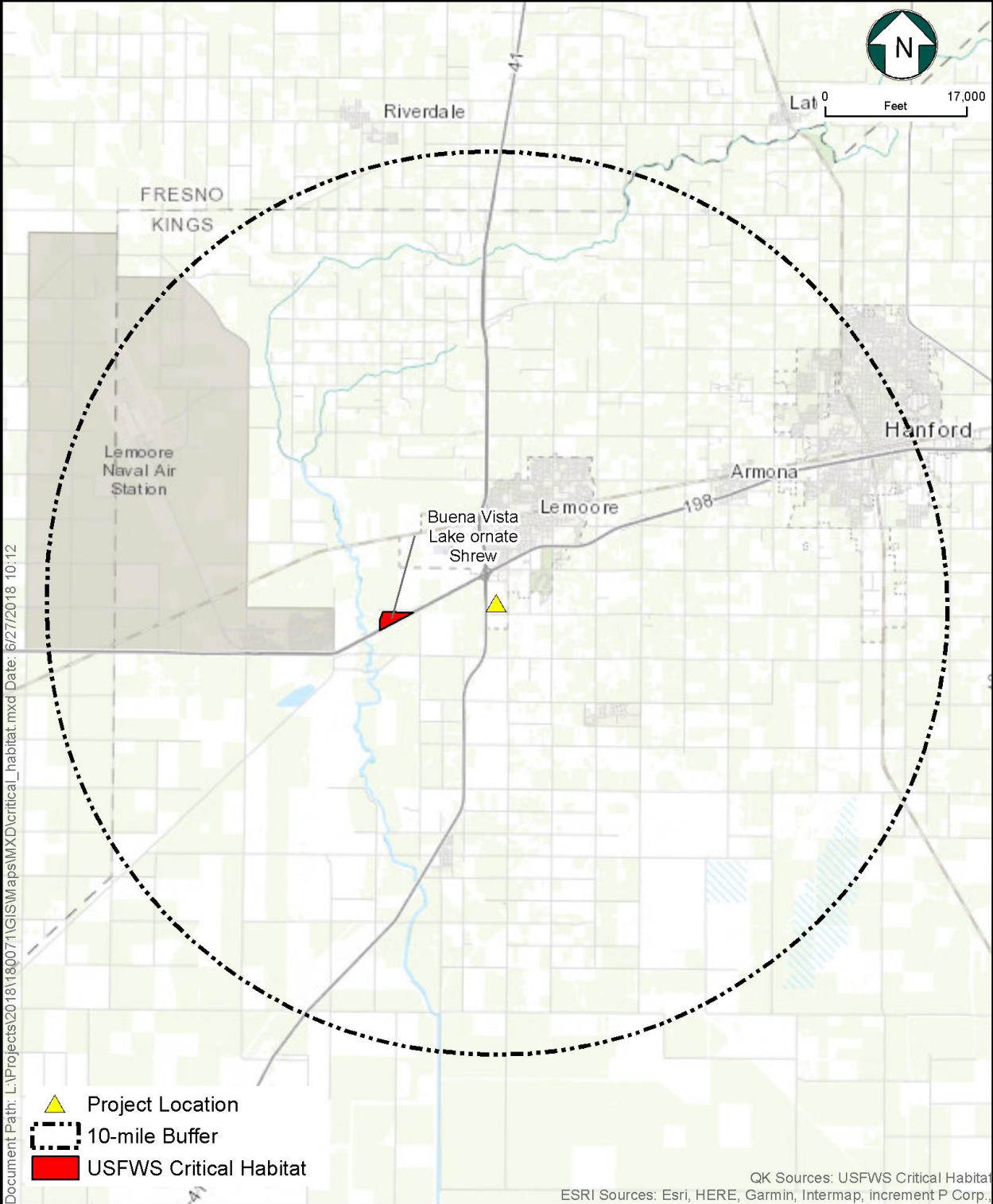


Figure 3.4.4-7
Critical Habitat, Lemoore Industrial Project, Lemoore, California

MITIGATION MEASURE(S)

Special-status plant species are unlikely to be impacted by Project activities and no mitigation measures to protect, avoid, or minimize impacts to special-status plant species are warranted. There is the potential for some special-status or protected wildlife species to be impacted by Project activities. Mitigation measures to protect, avoid, and minimize impacts to special-status wildlife species are provided below. When implemented, these measures would reduce impacts to these species to below significant levels.

MM-BIO-1 (protection of San Joaquin kit fox): The U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (2011) shall be enacted. These recommendations include but are not limited to:

- Pre-construction surveys shall be conducted no fewer than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities, or any Project activity likely to impact the San Joaquin kit fox at Action Area 2.
- Project-related vehicles shall observe a daytime speed limit of 20-mph throughout the Action Area 2, except on County roads and State and federal highways; this is particularly important at night when kit fox is the most active. Night-time construction shall be minimized to the extent possible. However, if night construction should occur, then the speed limit shall be reduced to 10-mph. Off-road traffic outside of designated project areas shall be prohibited.
- To prevent inadvertent entrapment of kit fox or other animals during the construction phase of a Project, all excavated, steep-walled holes or trenches more than 2-feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen-fill or wooden planks shall be installed. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals.
- Kit fox are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way.
- All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the Action Area 2.
- No pets, such as dogs or cats, shall be permitted at the Action Area 2 to prevent harassment, mortality of kit fox, or destruction of dens.
- Use of rodenticides and herbicides in project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit fox and the depletion of prey populations on which they depend. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and federal legislation, as well as additional project-related restrictions deemed necessary by the

Service. If rodent control must be conducted, zinc phosphide shall be used because of a proven lower risk to kit fox.

- A representative shall be appointed by the Project proponent who will be the contact source for any employee or contractor who might observe a kit fox. The representative will be identified during the employee education program and their name and telephone number shall be provided to the USFWS.
- An employee education program shall be conducted for any Project that has anticipated impacts to kit fox or other endangered species. The program shall consist of a brief presentation by persons knowledgeable in kit fox biology and legislative protection to explain endangered species concerns to contractors, their employees, and military and/or agency personnel involved in the Project. The program shall include the following: A description of the San Joaquin kit fox and its habitat needs; a report of the occurrence of kit fox in the project area; an explanation of the status of the species and its protection under the Endangered Species Act; and a list of measures being taken to reduce impacts to the species during project construction and implementation. A fact sheet conveying this information shall be prepared for distribution to the previously referenced people and anyone else who may enter the project site.
- In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS should be contacted for guidance.
- New sightings of kit fox shall be reported to the CNDDB. A copy of the reporting form and a topographic map clearly marked with the location of where the kit fox was observed should also be provided to the USFWS at the address below.

MM BIO-2 (protection of Swainson's hawk): If all Project activities are completed outside of the Swainson's hawk nesting season (February 15 through August 31), no mitigation shall be required. If construction is planned during the nesting season, a preconstruction survey shall be conducted by a qualified biologist to evaluate the site and a 0.5-mile buffer for active Swainson's hawk nests. If potential Swainson's hawk nests or nesting substrates are located within 0.5 mile of the Project sites, then those nests or substrates must be monitored for activity on a routine and repeating basis throughout the breeding season, or until Swainson's hawks or other raptor species are verified to be using them. Monitoring will be conducted according to the protocol outlined in the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (Swainson's Hawk Technical Advisory Committee 2000). The protocol recommends that ten visits be made to each nest or nesting site: one during January 1-March 20 to identify potential nest sites, three during March 20-April 5, three during April 5-April 20, and three during June 10-July 30. To meet the minimum level of protection for the species, surveys shall be completed for at least the two survey periods immediately prior to Project-related ground disturbance activities. During the nesting period, active Swainson's hawk nests shall be avoided by 0.5 mile unless this avoidance buffer is reduced through consultation with the CDFW and/or USFWS. If an active Swainson's hawk nest is located within 250 feet of the Project or within the Project, including the stick nest located within the Project, CDFW will require an Incidental Take Permit.

MM BIO-3 (protection of western burrowing owl): A qualified biologist shall conduct a pre-construction survey on the Project site and within 250 feet of its perimeter where feasible, to identify the presence of the western burrowing owl. The survey should be conducted between 14 and 30 days prior to the start of construction activities. If any burrowing owl burrows are observed during the preconstruction survey, avoidance measures shall be consistent with those included in the CDFW staff report on burrowing owl mitigation (CDFG 2012). If occupied burrowing owl burrows are observed outside of the breeding season (September 1 through January 31) and within 500 feet of proposed construction activities, a passive relocation effort may be instituted in accordance with the guidelines established by the California Burrowing Owl Consortium (1993) and the California Department of Fish and Wildlife (2012). During the breeding season (February 1 through August 31), a 250-foot (minimum) buffer zone should be maintained unless a qualified biologist verifies through noninvasive methods that either the birds have not begun egg laying and incubation or that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

MM BIO-4 (protection of migratory birds and raptors): If construction is planned outside the nesting period for raptors and migratory birds (February 15 to August 31), no mitigation shall be required. If construction is planned during the nesting season for migratory birds and raptors, a preconstruction survey to identify active bird nests shall be conducted by a qualified biologist to evaluate the site and a 250-foot buffer for migratory birds and a 500-foot buffer for raptors. If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds.

No construction or earth-moving activity shall occur within a non-disturbance buffer until it is determined by a qualified biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid Project construction areas. Once the migratory birds or raptors have completed nesting and young have fledged, disturbance buffers will no longer be needed and can be removed, and monitoring can cease.

BIO-5 (WEAP training): Prior to ground disturbance activities, within one week of employment all new construction workers at the Project site shall attend a Construction Worker Environmental Awareness Training and Education Program, developed and presented by a qualified biologist.

The Construction Worker Environmental Awareness Training and Education Program would be presented by the biologist and should include information on the life history wildlife and plant species that may be encountered during construction activities, their legal protections, the definition of “take” under the Endangered Species Act, measures the Project operator is implementing to protect the San Joaquin kit fox and other species, reporting requirements, specific measures that each worker would employ to avoid take of the wildlife species, and penalties for violation of the Act. Identification and information regarding

sensitive or other special status plant species should also be provided to construction personnel.

- An acknowledgement form signed by each worker indicating that environmental training has been completed.
- A sticker that shall be placed on hard hats indicating that the worker has completed the environmental training. Construction workers should not be permitted to operate equipment within the construction area unless they have attended the training and are wearing hard hats with the required sticker;
- A copy of the training transcript and/or training video/CD, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms should be maintain on site for the duration of construction activities.
- The construction crews and contractor(s) would be responsible for unauthorized impacts from construction activities to sensitive biological resources that are outside the areas defined as subject to impacts by Project permits.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.4b – Would the Project 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 Wildlife or U.S. Fish and Wildlife Service?

Riparian habitats are defined as vegetative communities that are influenced by a river or stream, specifically the land area that encompasses the water channel and its current or potential floodplain. Some willows and cottonwoods near the canal on the south side of the project compose a riparian are of 0.957 acres, which is the total amount of riparian habitat occurring on the Project site. Three individually standing willow trees also occur in the center of the Project site, but these do not constitute riparian habitat because they are isolated individuals in the middle of ruderal habitat unaffected by streams or rivers. Up to 0.957 acres of riparian habitat may potentially be impacted by the Project. The California Department of Fish and Wildlife may require a Streambed Alteration Agreement for impacts to this riparian habitat and for impacts to the canal e canal on the south side of the Project.

MITIGATION MEASURE(S)

MM BIO-6 (riparian vegetation): It is recommended that the project be designed to avoid the 0.957 acres of riparian habitat. To ensure avoidance, ESA fencing shall be placed around the riparian areas prior to beginning of construction and maintained throughout construction. The Project shall be designed to allow sufficient water to maintain the riparian area.

If it is not possible to avoid the riparian habitat then one of the following two options for mitigating the loss of riparian habitat will be implemented.

3. On-site mitigation: In-kind compensation of 2.871 acres shall be provided within the Project site. Removal of riparian trees equal to or greater than 4 inches in DBH will be mitigated by the replacement of those trees at a 3:1 ratio for each tree type within the mitigation land.
4. Off-site mitigation: In-kind compensation of 2.871 acres shall be provided outside of the Project site. Removal of riparian trees equal to or greater than 4 inches in DBH will be mitigated by the replacement of those trees at a 3:1 ratio for each tree type within the mitigation land.

MM BIO-7 (water quality): Best management practices (BMPs) would serve to reduce impacts to waters of the U.S. and waters of the State to less than significant levels. Impacts to the banks of the canal on the south side of the Project will require a Streambed Alteration Agreement from CDFW through Section 1600. Compliance with these permits may require implementation of additional measures.

The Project will employ best management practices (BMPs) to prevent all construction pollutants from contacting storm water, with the intent of keeping sedimentation or any other pollutants from moving offsite and into receiving waters. Some of these BMPs may include the following:

- Construction materials, including topsoil and chemicals, should be stored, covered, and isolated to prevent runoff losses and contamination of storm water and groundwater;
- Topsoil removed during construction should be carefully stored and treated as an important resource. Berms should be placed around topsoil stockpiles to prevent runoff during storm events;
- Fuel and vehicle maintenance areas should be established away from all drainage courses and these areas should be designed to control runoff;
- Disturbed areas should be revegetated after completion of construction activities;
- Sanitary facilities should be provided for construction workers; and
- Hazardous materials should be stored in appropriate and approved containers, maintaining required clearances. Materials should be handled in accordance with applicable federal, state and/or local regulatory agency protocols.

MM BIO-8 (valley sink scrub): Construction equipment and vehicles shall not be permitted in the area of Valley Sink Scrub located to the southeast of the Project. This area shall be excluded from the Project by ESA fencing.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.4c – Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Federally protected wetlands will not be affected by the Project, as none occur on the Project site. Note that the intermittent stream shown in the National Wetlands Inventory Map (Figure 3.4.4-8) no longer existent. The drainage has been altered by a ditch running north-south along the eastern side of the Project (Figure 3.4.4-6).

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.4d – 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?

Wildlife movement corridors are routes that provide shelter and sufficient food supplies to support regular movements of wildlife species. A movement corridor is a continuous geographic extent of habitat that either spatially or functionally links ecosystems across fragmented, or otherwise inhospitable, landscapes. Faunal movement may include seasonal or migration movement, life cycle links, species dispersal, re-colonization of an area, and movement in response to external pressures. Movement corridors typically include riparian habitats, ridgelines, and ravines, as well as other contiguous expanses of natural habitats. Movement corridors may be functional on regional, sub-regional, or local scales.

The proposed Project and surrounding area does not occur within a known terrestrial migration route, significant wildlife corridor, or linkage area as identified in the Recovery Plan for Upland Species in the San Joaquin Valley (USFWS 1998) or in habitat identified by the Essential Habitat Connectivity Project (Spencer 2010). The survey conducted for the Project did not provide evidence of a wildlife nursery or important migratory habitat being present on the Project site. Migratory birds and raptors could use habitat on or near the Project for foraging and/or as stopover sites during migrations or movement between local areas.

The canal on the south site of the Project may serve as a local movement corridor for frogs, toads, and fish. The Project would not substantially affect migrating birds or other wildlife. The Project will not restrict, eliminate, or significantly alter a wildlife movement corridor, wildlife core area, or Essential Habitat Connectivity area, either during construction or after the Project has been constructed. Project construction will not substantially interfere with wildlife movements or reduce breeding opportunities.

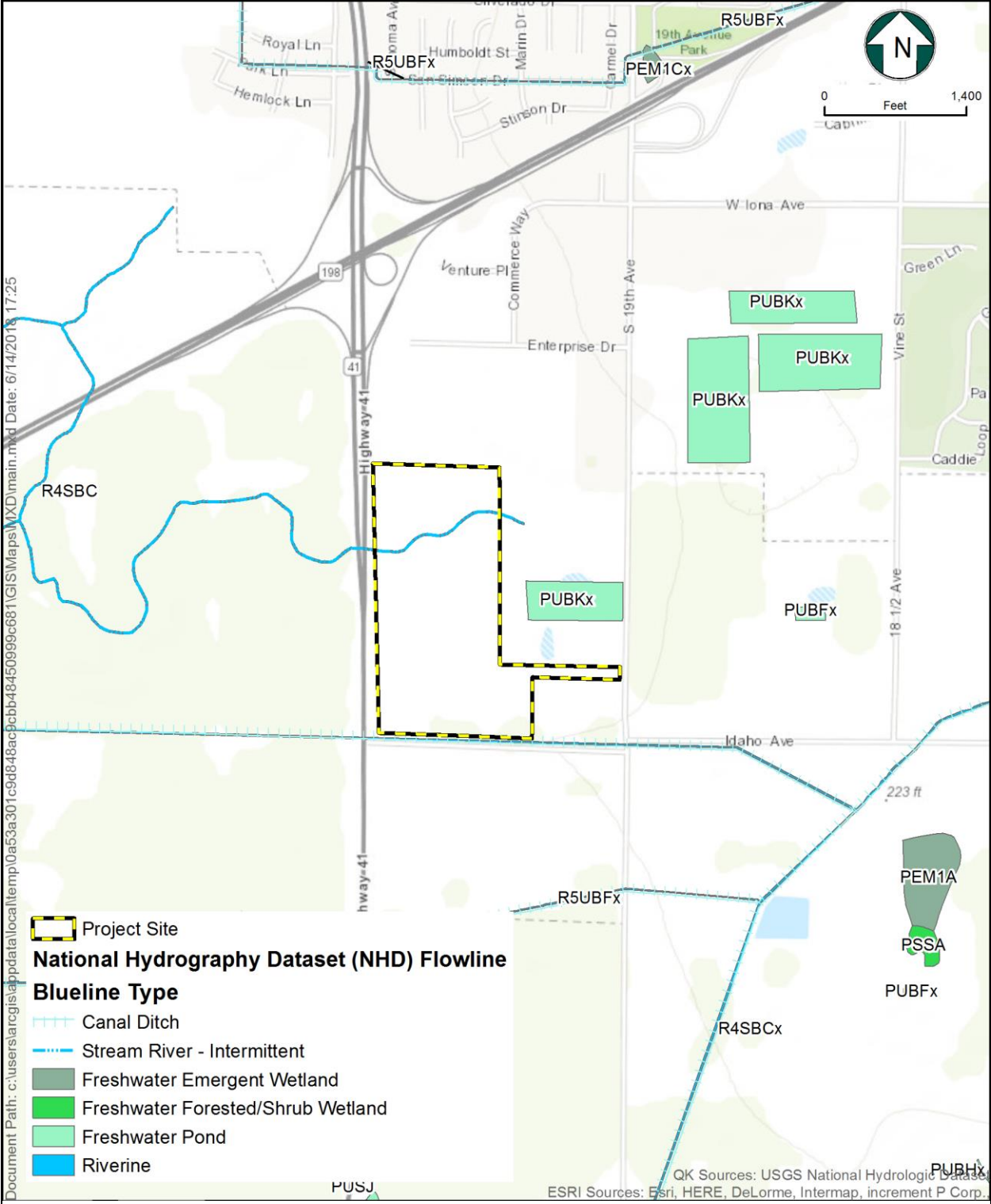


Figure 3.4.4-8
National Wetlands Inventory and National Hydrography Dataset, Lemoore Industrial Project, Lemoore, California

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.4e and #3.4.4f – Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance or conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?

The City of Lemoore does not have any local policies or ordinances protecting biological resources nor an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, there would be no impact.

MITIGATION MEASURE(S)

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.5 - CULTURAL RESOURCES

Would the project:

a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.5a – Would the Project cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?

The “Resource Conservation Element” of the 2035 Kings County General Plan states that the county has a number of historical sites, four of which are included on the National Register of Historic Places, three are designated as California Historical Landmarks, and the remaining are identified as being historic sites of local importance (Kings County, 2010). The proposed project is located within an undeveloped area and does not contain any historic resources, nor is it located within an identified historic district. The project would have no impact on registered historic resources.

The records search conducted at the SSJVIC indicated that two previous cultural resource surveys had included small portions (est. 2 acres) in the far northwest and eastern extremities of the project. (Wren 1989; California Department of Transportation 1992). One additional survey was conducted along the western boundary of the property (Leach-Palm et al. 2010). No further cultural resource surveys have been performed within a half mile of the project. No cultural resources have been recorded on or within a half mile of the subject property and it is not known if any exist there.

A SLF record search response was received from the Native American Heritage Commission (NAHC) on June 29 (Appendix B). The NAHC responded that there are no known sacred lands within the APE or a one-mile radius of the project. The County identified the Santa Rosa Rancheria Tachi-Yokut Tribe (Tribe) as being the only Tribe that would be involved in projects within Kings County. The Tribe has been notified of the project, pursuant to Public Resources Code section 21080.3.1.

The project site is in an undeveloped portion of the city and does not contain any structures that could be potentially historic. There are no tribal lands within the vicinity of the project. Although no historic resources have been discovered on the project site, there would be a potentially significant impact if historical resources were uncovered during project construction. Implementation of MM CUL-1 through MM CUL-4 would reduce potential impacts to a less than significant level.

MITIGATION MEASURES

MM CUL-1 (Archaeological Monitoring): Prior to any ground disturbance, a surface inspection of the Index Project site shall be conducted by a qualified archeologist. The qualified archeologist shall monitor the site during grading activities. The archeologist shall provide pre-construction briefings to supervisory personnel, any excavation contractor, and any person who will perform unsupervised, ground disturbing work on the project in connection with construction or decommissioning. The briefings will include information on potential cultural material finds and, on the procedures, to be enacted if resources are found.

MM CUL-2 (Native American Monitoring): Prior to any ground disturbance, the applicant shall offer interested Tribes 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.

MM CUL-3 (Stop Work in the Event of Unanticipated Discoveries): In the event that cultural resources, paleontological resources or unique geologic features are discovered during construction, operations shall stop within 100 feet of the find, and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The qualified archaeologist shall determine the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with §15064.5 of the CEQA Guidelines. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing, and data recovery, among other options. Any previously undiscovered resources found during construction within the Project area shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance. No further ground disturbance shall occur in the immediate vicinity of the discovery until approved by the qualified archaeologist. Upon discovery of cultural resources, in addition to other procedures described in this mitigation measure, the Kings County Community Development Agency, along with other relevant agency or Tribal officials, shall be contacted to begin coordination on the disposition of the find(s), and treatment of any significant cultural resource shall be

undertaken pursuant to the Plan. In the event of any conflict between this mitigation measure and the Plan, the stipulations of the Plan shall control.

MM-CUL 4 (Disposition of Cultural Resources): Upon coordination with the Kings County Community Development Agency, any archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded long-term preservation. Documentation for the work shall be provided in accordance with applicable cultural resource laws and guidelines.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5b – Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

See discussion for Impact 3.4.5a above.

Although considered unlikely since there is no indication of any historic resources on the project site, subsurface construction activities associated with the proposed project could potentially damage or destroy previously undiscovered archaeological resources. This is considered a *potentially significant impact*. Mitigation is proposed requiring implementation of standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface historic and archaeological resources.

MITIGATION MEASURES

Implementation of MM CUL-1 through MM CUL-4

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5c – Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

There are no unique geological features or known fossil-bearing sediments in the vicinity of the project site. It is unlikely that any ground disturbance activities would be of a depth to uncover paleontological resources. However, there remains the possibility for previously unknown, buried paleontological resources or unique geological sites to be uncovered during subsurface construction activities. Therefore, this would be a potentially significant impact. Mitigation is proposed requiring standard inadvertent discovery procedures to be implemented to reduce this impact to a level of less than significant.

MITIGATION MEASURES

MM CUL-5: During any ground disturbance activities, if paleontological resources are encountered, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource appropriate measures are recommended or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.5d – Would the Project disturb any human remains, including those interred outside of formal cemeteries?

As previously noted, a search of the California NAHC Sacred Lands File search revealed no records of known sensitive cultural resources in the vicinity of the project area. Human remains are not known to exist within the project area. However, construction would involve earth-disturbing activities, and it is still possible that human remains may be discovered, possibly in association with archaeological sites. MM CUL-6 has been included in the unlikely event that human remains are found during ground-disturbing activities. Impacts would be less than significant with implementation of mitigation.

MITIGATION MEASURES

MM CUL-6: If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American

involvement, in the event of discovery of human remains, at the direction of the county coroner.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.6 - GEOLOGY AND SOILS

Would the project:

a. Expose people or structures to 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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ii.	Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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iii.	Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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iv.	Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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b.	Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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 offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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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 property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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e.	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Discussion

Impact #3.4.6a(i) – Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving 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?

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?

The project site is not located within an Alquist-Priolo Earthquake Fault Zone. Per the Department of Conservation, California Geologic Survey Regulatory Maps (Department of Conservation, 2017), the nearest fault line is the Nunez fault, which lies in the Alcade Hills 7.5-minute quadrangle, northwest of Coalinga in Fresno County approximately 35 miles west of the project site. According to the *2035 Kings County General Plan*, there are no known major fault systems within Kings County. The greatest potential for geologic disaster in Kings County is posed by the San Andres Fault, which is located approximately four miles west of the Kings County boundary line with Monterey County (Kings County, 2010). The distance from the nearest active faults precludes the possibility of fault rupture on the project site. Therefore, there would be no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.6a(ii) – Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

According to the Seismic Safety Map contained within the Health and Safety Element of the 2035 Kings County General Plan (Figure HS-2, page HS-10), the project site is located within an area designated as Zone V1 or Valley Zone 1, which is identified as the area of least expected seismic shaking by the Kings County Seismic Zone Description in the 2035 General Plan (Kings County, 2010). The potential for ground shaking is discussed in terms of the percent probability of exceeding peak ground acceleration (% g) in the next 50 years (Kings County, 2010). The project site's exceedance probability in the next 50 years is between 20-30%, which is the lowest within the county. Although the project area could potentially experience ground shaking, the magnitude of the hazard would not be severe as indicated by the Health and Safety Element of the 2035 Kings County General Plan. Therefore, a less than significant impact would occur.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.6a(ii) – Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

The project site is illustrated in Figure HS-2 Seismic Safety Map of the 2035 Kings County General Plan as an area subject to potential liquefaction. Liquefaction could result in local areas during a strong earthquake or seismic ground shaking where unconsolidated sediments and a high-water table coincide. The soils within the project area have been identified as having an extremely high-water table ranging from two to four feet below ground surface (United States Department of Agriculture, 1986).

Structures constructed as part of the project would be required by State law to be constructed in accordance with all applicable International Building Code (IBC) and California Building Code (CBC) earthquake construction standards, including those relating to soil characteristics. Adherence to all applicable regulations would avoid any potential impacts to structures resulting from liquefaction at the project site.

Since the project includes the construction of structures and residences the potential for liquefaction is considered significant. Implementation of MM GEO-1 would require the preparation of a geotechnical study that would include recommendations to engineer the site's soils to prevent potential liquefaction in the future. With implementation of this mitigation measure, the project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure including liquefaction. Therefore, the impact would be less than significant with mitigation incorporated.

MITIGATION MEASURES

MM GEO-1: Prior to final design, a geotechnical study shall be prepared for the project site and recommendations of the study shall be incorporated into final design of the project. A copy of the report shall be submitted to the Kings County Community Development Agency for review.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.6a(ii) – Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

The project site currently consists of undeveloped land and the surrounding area is essentially flat. The site's topography would not change substantially as a result of project development. The project site is illustrated in Figure HS-3 California Landslide Hazards Map of the *2035 Kings County General Plan* as having "Low" (less than 1.5 percent of area involved) for landslide incidents. Since the site is essentially flat in nature from the previous agricultural activities with no surrounding slopes and it is not considered to be prone to landslides, the project would not expose people or structures to potential substantial adverse effects from landslides. Therefore, there would be no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.6b – Would the Project result in substantial soil erosion or the loss of topsoil?

There are three types of soils found within the project site (Figure 3.4.6-1). The three soils include Lakeside loam, Grangeville sandy loam, and Lemoore sandy loam. The project site currently consists of undeveloped land and the surrounding area is essentially flat. The site's topography would not change substantially as a result of project development.

MITIGATION MEASURES

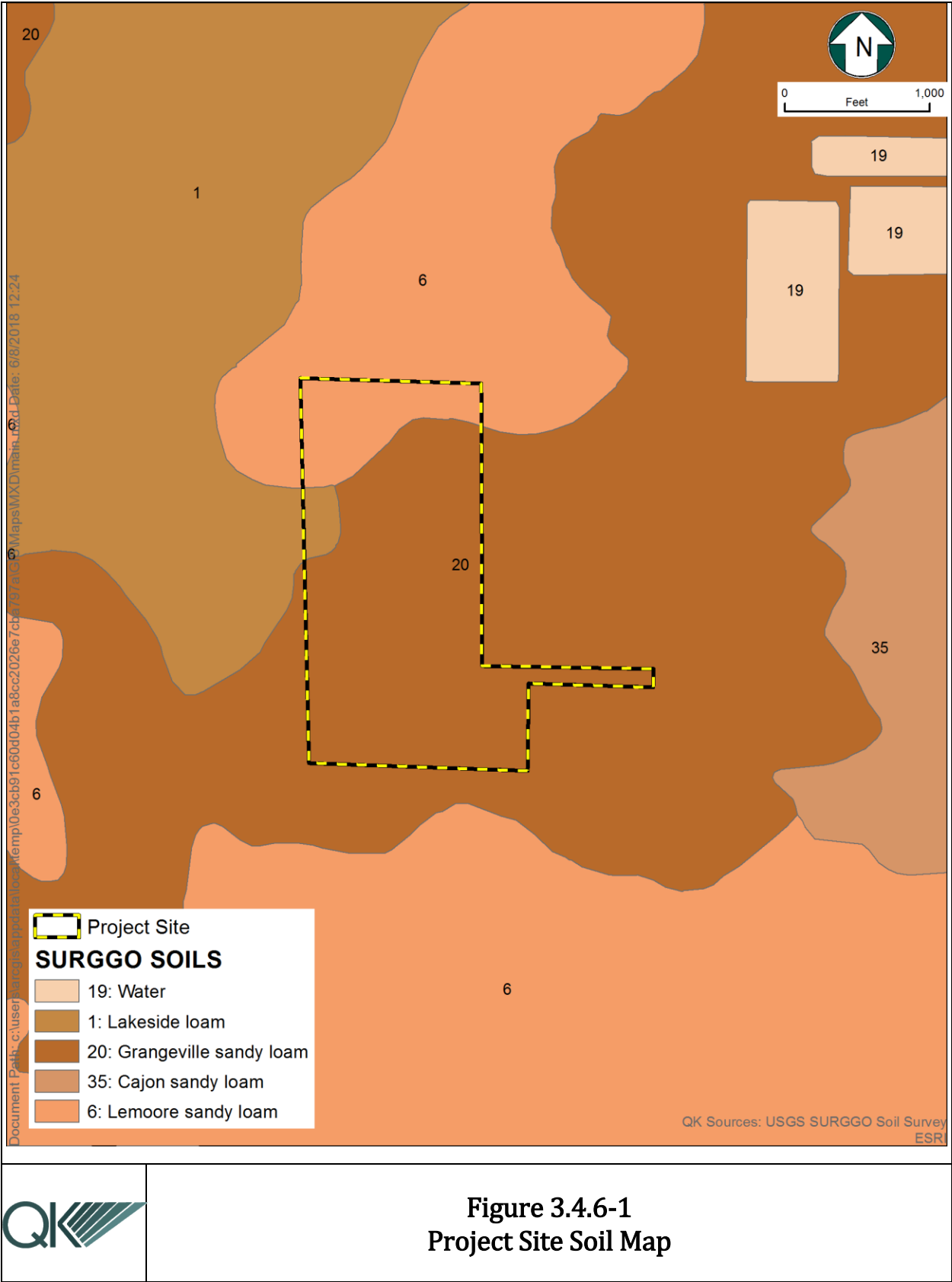
None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.6c – Would the Project 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 offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

As previously discussed, the site soils are considered stable in that there is not a potential of on- or offsite landslides, lateral spreading, subsidence or collapse. However, as discussed in Impact #3.4.6a(iii), the project site soils are subject to potential liquefaction as identified in the 2035 General Plan. The project is potentially 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 liquefaction. Furthermore, the structures would be subject to all applicable ordinances of the Kings County Building Ordinance (Chapter 5), as well as all applicable IBC and CBC earthquake construction standards, including those relating to soil characteristics (Kings County, 2015). In addition, the implementation of MM GEO-1, which requires the preparation of a geotechnical study, would reduce project impacts to a less-than-significant impact.



MITIGATION MEASURES

Implementation of MM GEO-1 and MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.6d – Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Expansive clay soils are subject to shrinking and swelling due to changes in moisture content over the seasons. These changes can cause damage or failure of foundations, utilities, and pavements. During periods of high moisture content, expansive soils under foundations can heave and result in structures lifting. In dry periods, the same soils can collapse and result in settlement of structures. According to Table 15 – Physical and Chemical Properties of the Soils in the USDA Kings County Soil Survey, the upper 5 feet of onsite soils are considered to have low to moderate shrink-swell or expansion potential. In addition, the site is not located in an area of expansive soils as shown in Figure HS-4 of the Health and Safety Element of the 2035 Kings County General Plan (Kings County, 2010). Compliance with the policies of the Kings County General Plan, Development Code, and the CBC, as well as implementation of MM GEO-1, would reduce potential site-specific impacts to less than significant levels.

MITIGATION MEASURES

Implementation of MM GEO-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.6e – Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?

The proposed Project does not include the development of septic tanks or alternative wastewater disposal systems as the Project would hook up to the City's existing sewer system.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.7 - GREENHOUSE GAS EMISSIONS

Would the project:

- | | | | | | |
|----|---|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| a. | Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. | Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion

There have been significant legislative and regulatory activities that directly and indirectly affect climate change and GHGs in California. The primary climate change legislation in California is AB 32, the California Global Warming Solutions Act of 2006. AB 32 focuses on reducing GHG emissions in California. GHGs, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and Nitrogen trifluoride. AB 32 requires that GHGs emitted in California be reduced to 1990 levels by the year 2020. The California Air Resources Board (ARB) is the state agency charged with monitoring and regulating sources of emissions of GHGs that cause global warming in order to reduce emissions of GHGs. SB 32 was signed by the Governor in 2016, which would require the state board to ensure that statewide greenhouse gas emissions are reduced to 40% below the 1990 level by 2030.

Impact #3.4.7a – Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The San Joaquin Valley Air Pollution Control District (SJVAPCD) has adopted the Final Draft Staff Report, addressing Greenhouse Gas Emissions Impacts under the California Environmental Quality Act (November 5, 2009), that included a recommended methodology for determining significance for stationary source projects and traditional development projects (such as residential, commercial, or industrial projects).

The proposed project would emit greenhouse gases such as carbon dioxide (CO₂), methane, and nitrous oxide from the exhaust of equipment and the exhaust of vehicles for employees and hauling trips. The increased rate of greenhouse gas emissions would not be considered cumulatively significant per the California Global Warming Solutions Act of 2006. As stated in the *San Joaquin Valley Unified Air Pollution Control District Guidance for Assessing and Mitigating Air Quality Impacts*, projects whose emissions have been reduced or mitigated

consistent with the *California Global Warming Solutions Act of 2006* should be considered to have a less than significant impact on global climate change.

The *City of Lemoore 2030 General Plan* has analyzed greenhouse gas emissions for the city based on land use designations, including emissions for areas designated as Light Industrial. Because the proposed project is consistent with its General Plan, construction and operational greenhouse gas emissions as a result have already been analyzed in the General Plan EIR. With implementation of these and other applicable City policies, as well as mandatory compliance with the applicable San Joaquin Valley Unified Air Pollution Control District rules and regulations, as required in MM GHG-1, Project GHG emissions will be reduced to less than significant levels.

MITIGATION MEASURES

MM GHG-1: Prior to the issuance of building or grading permits, and continually throughout Project operations, the Project proponent shall comply with applicable policies of the City of Lemoore General Plan, as well as all applicable rules and regulations set forth by San Joaquin Valley Air Pollution Control District.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.7b – Would the Project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

As previously mentioned, the proposed project falls within the jurisdiction of the San Joaquin Valley Unified Air Pollution Control District and the *City of Lemoore 2030 General Plan*. Both of these entities take into account baseline emissions inventory for light industrial uses for the City of Lemoore. Since the proposed project is consistent with the applicable General Plan designation of Light Industrial, it can be concluded that the proposed project would also be in conformance with the approved General Plan.

Because the proposed Project is consistent with the *City of Lemoore 2030 General Plan*, construction and operational GHG emissions as a result have already been analyzed in the General Plan EIR. With implementation of these and other applicable City policies, as well as mandatory compliance with all applicable San Joaquin Valley Unified Air Pollution Control District rules and regulations, as required in MM GHG-1, Project GHG emissions will be reduced to less than significant levels

MITIGATION MEASURES

MM GHG-2: Prior to the issuance of building or grading permits, and continually throughout Project operations, the Project proponent shall comply with applicable policies of the City of Lemoore General Plan, as well as all applicable rules and regulations set forth by San Joaquin Valley Air Pollution Control District.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

3.4.8 - HAZARDS AND HAZARDOUS MATERIALS

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site that 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact #3.4.8a, #3.4.8b, and #3.4.8c – Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; 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; or emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

The proposed project includes the construction of industrial buildings that will house various industrial uses such as warehousing, manufacturing, and processing. The transport use and storage of hazardous materials would be required to comply with all applicable state and federal regulations, such as requirements that spills would be cleaned up immediately and all wastes and spills control materials would be properly disposed of at approved disposal facilities. Compliance with CCR Title 23, Chapter 16 would also be required for maintenance and monitoring of the USTs for potential leaks. Mitigation Measure HYD-1 in *Section 3.12 - Hydrology and Water Quality* requires the preparation of a Stormwater Pollution Prevention Program (SWPPP), which includes a list of Best Management Practices (BMPs) to be implemented on the site both during and after construction to minimize potential impacts from accidental spills. With compliance of the SWPPP as well as all local, State, and Federal regulations regarding hazardous materials, impacts associated with the use or accidental spill of hazardous materials would be less than significant.

Engvall Elementary School is located approximately 1.15-mile northeast of the proposed Project site. Given the proximity and the intervening uses there is a very limited potential for the project to affect Engvall Elementary School. The proposed Project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within ¼-mile of an existing school.

MITIGATION MEASURES

Implement Mitigation Measure HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.8d – Would the Project be located on a site that 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?

Per the Cortese List, there are no hazardous waste and substances sites in the vicinity of the Project site (Cal EPA, 2017). Additionally, the State Water Resources Control Board GeoTracker compiles a list of Leaking Underground Storage Tank (LUST) Sites. There are two LUST Cleanup Sites within the vicinity of the Project site (California Water Resources Board, 2017). Both LUST Cleanup Sites were for gasoline spills; however, have been cleaned up and are closed. The proposed Project site is not located on a site that is included on a list

of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and would therefore not create a significant hazard to the public or the environment.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.8e and #3.4.8f – Would the Project 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; or for a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

There are two private airstrips and no public airports within the Lemoore area including Reeves Field at the Naval Air Station and Stone Airstrip. There is no adopted airport land use plan for the City of Lemoore. Both are located outside of the City's limits and would not impact the proposed Project.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.8g – Would the Project impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan

The City of Lemoore published an Emergency Operations Plan in 2005, which provides guidance to City staff in the event of extraordinary emergency situation associated with natural disaster and technological incidents (City of Lemoore , 2008). The proposed Project would not interfere with the City's adopted emergency response plan; therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.8h – Would the Project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

The proposed Project site is in an unzoned area of the Kings County Fire Hazard Severity Zone Map Local Responsibility Area (LRA). However, Cal Fire has determined that portions of the City of Lemoore are categorized as a Moderate Fire Hazard Severity Zone in LRA. The Project site is not within a wildland area nor is there within the vicinity of the Project site. The Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
3.4.9 - HYDROLOGY AND WATER QUALITY				
Would the project:				
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal flood hazard boundary or flood insurance rate map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| i. | Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j. | Contribute to inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.9a – Would the Project violate any water quality standards or waste discharge requirements?

Project construction would cause ground disturbance that could result in soil erosion or siltation and subsequent water quality degradation offsite, which is a potentially significant impact. Construction-related activities would also involve the use of materials such as vehicle fuels, lubricating fluids, solvents, and other materials that could result in polluted runoff, which is also a potentially significant impact. However, the potential consequences of any spill or release of these types of materials are generally small due to the localized, short-term nature of such releases because of construction. The volume of any spills would likely be relatively small because the volume in any single vehicle or container would generally be anticipated to be less than 50 gallons.

As required by the State Water Resources Control Board's (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit (No. 2012-0006-DWQ) for storm water discharges associated with construction and land disturbance activities, the City must develop and implement a SWPPP that specifies BMPs to prevent construction pollutants from contacting storm water, with the intent of keeping all products of erosion from moving offsite. The City is required to comply with the Construction General Permit because Project-related construction activities result in soil disturbances of least 1 one acre of total land area. Mitigation Measure MM HYD-1 below requires the preparation and implementation of a SWPPP to comply with the Construction General Permit requirements.

With implementation of Mitigation Measures MM HYD-1, the Project would not violate any water quality standards or waste discharge requirements (WDRs) during the construction period, and impacts would be less than significant.

Project operation would not violate any water quality standards or WDRs because it: 1) does not result in point-source pollution (e.g., outfall pipe) discharges into surface waters that require WDRs and 2) would be developed in compliance with the General Permit for the Discharge of Storm water from Small MS4s (No. 2013-0001-DWQ) in which the City is one of the permittees. Operators of MS4s¹, like the City, serve urbanized areas with populations fewer than 100,000. To comply with the MS4 General Permit, the Project would have to

¹ MS4s are defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains): 1) designed or used for collecting and/or conveying storm water; 2) which is not a combined sewer; and 3) which is not part or a Publicly Owned Treatment Works.

comply with City design standards to maximize the reduction of pollutant loading in runoff to the maximum extent practicable. The City Building Department would review grading and site plans to ensure compliance before approving such plans. The site plan review process ensures that operations of the Project would not violate water quality standards outlined in the MS4 General Permit, and operational impacts would be less than significant.

MITIGATION MEASURES

MM HYD-1: Prior to ground-disturbing activities, the City shall prepare and implement a Storm water Pollution Prevention Plan (SWPPP) that specifies best management practices (BMP), with the intent of keeping all products of erosion from moving offsite. The SWPPP shall include contain a site map that shows the construction site perimeter, existing and proposed man-made facilities, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the Project site. Additionally, the SWPPP shall contain a visual monitoring program and a chemical monitoring program for non-visible pollutants to be implemented (if there is a failure of best management practices). The requirements of the SWPPP and BMPs shall be incorporated into design specifications and construction contracts. Recommended best management practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting any existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;
- Properly managing construction materials; and
- Managing waste, aggressively controlling litter, and implementing sediment controls.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.9b – Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?

The City of Lemoore currently utilizes local groundwater as its sole source of supply from underground aquifers via ten active groundwater wells. The groundwater basin underlying the City is the Tulare Lake Basin and the City of Lemoore is immediately adjacent to the south boundary of the Kings subbasin. Water for construction and operation would come from the City of Lemoore's existing water system. Per the City's Urban Water Management Plan, the City's existing system has a total supply capacity of 21,674,000 gallons per day with an average day demand of 8,769,000 gallons (City of Lemoore, 2013). The proposed Project would make a minor contribution to the City's current demand and would comply with the City's water conservation measures and regulations. Since the proposed Project would have minimal impacts on the City's water supply, impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9c – Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?

The Project site is relatively flat, and the project grading would be minimal and consist of mostly grubbing the site to remove vegetation. The topography of the site would not appreciably change because of grading activities. The site does not contain any blue-line water features, including streams or rivers. Impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9d – Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site?

Please see response (c) above. Therefore, the project would not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on-or offsite. Impacts would be less than significant.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9e – Would the Project create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Please see response (a) above. Therefore, the project would not otherwise substantially degrade water quality. With implementation of MM HYD-1, impacts would be less than significant.

MITIGATION MEASURES

Implementation of MM HYD-1

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.9f – Would the Project otherwise substantially degrade water quality?

Please see response (a) above. Therefore, the project would not otherwise substantially degrade water quality. With implementation of MM HYD-1, impacts would be less than significant.

MITIGATION MEASURES

Implementation of MM HYD-1

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.9g – Would the Project place housing within a 100-year flood hazard area as mapped on a federal flood hazard boundary or flood insurance map or other flood hazard delineation map?

As shown in Figure 3.4.9-1, the Project is not located within a FEMA 100-year floodplain. According to FEMA, the site is located in an 'area of minimal flood hazard. As this project does not include any housing development, the project would not place housing within a 100-year flood hazard area as mapped on a federal flood hazard boundary or flood insurance rate map or other flood hazard delineation map. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

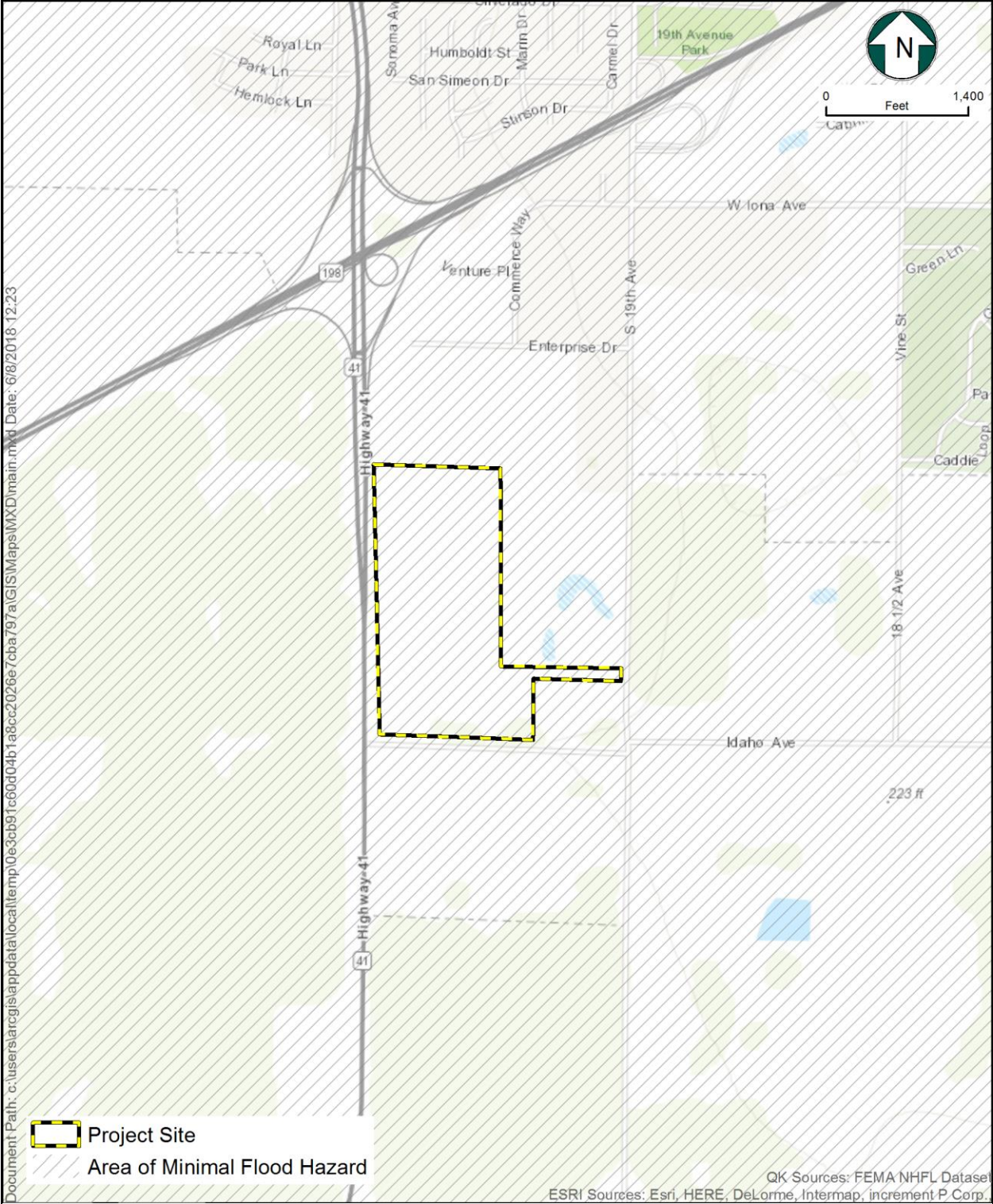


Figure 3.4.9-1
100-Year Floodplain

Impact #3.4.9h – Would the Project place within a 100-year flood hazard area structures that would impede or redirect flood flows?

See response to Impact #3.4.9g above. Therefore, the project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows. There would be no impact.

MITIGATION MEASURES

No mitigation is required

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.9i – Would the Project expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?

According to the Flood Hazards Area map (Figure HS-7, page HS-16) included in the Health and Safety Element of the *2035 Kings County General Plan*, the project site is located within the Pine Flat Dam inundation zone (Kings County, 2010). If Pine Flat Dam failed while at full capacity, its floodwaters would arrive in Kings County within approximately five hours (Kings County 2010). Dam failure has been adequately planned for through the Kings County Multi-Hazard Mitigation Plan, which identifies a dam failure hazard to be of medium significance and unlikely to occur in the City of Lemoore (Kings County, 2007). With the implementation of the Kings County Multi-Hazard Mitigation Plan, impacts related to dam failure would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.9j – Would the Project contribute to inundation by seiche, tsunami, or mudflow?

The project site is not located near the ocean or a steep topographic feature (i.e., mountain, hill, bluff, etc.). Therefore, there is no potential for the site to be inundated by seiche, tsunami or mudflow. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.10 - LAND USE AND PLANNING

Would the project:

- | | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. | Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal Program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. | Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.10a – Would the Project physically divide an established community?

The project is in a rural undeveloped area. The project complies with the zoning of the General Plan and Zoning Ordinance. The project does not include the construction of roads or any other physical barrier that would divide a community. The project would not result in any surrounding land use change; therefore, there would be no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.10b – Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

The project site has a General Plan land use designation of Light Industrial (ML) and is zoned Light Industrial. The project involves the development of a light industrial complex. The

proposed project would not conflict with the goals and policies of the Lemoore General Plan because the proposed uses are consistent with the General Plan land use designation and zoning.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.10c – Would the Project conflict with any applicable habitat conservation plan or natural community conservation plan?

The project site is not within the boundaries of an adopted habitat or natural community conservation plan. Therefore, there would be no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.11 - MINERAL RESOURCES

Would the project:

- | | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.11a – Would the Project 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?

The City of Lemoore and the surrounding area are designated as Mineral Resources Zone 1 (MRZ-1) by the State Mining and Geology Board (SMGB). MRZ-1 areas are described as those for which adequate information indicates that no significant mineral deposits are present or where it is judged that little likelihood exists for their presence. The project site is not being used for mineral extraction. Additionally, per the California Division of Oil, Gas, and Geothermal Resources (DOGGR), there are no active, inactive, or capped oil wells located within the Project site, and it is not within a DOGGR-recognized oilfield. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.11b – Would the Project 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?

The Kings County General Plan states that few commercial mining and mineral extraction activities occur in the county and currently, only limited excavation of soil, sand, and some gravel is used for commercial purposes (Kings County, 2010). Additionally, the General Plan does not designate the site for mineral and petroleum resources activities. The project site

and surrounding lands are zoned for light industrial uses. No mining occurs in the project area or in the nearby vicinity, and there are no anticipated mineral extraction activities to be conducted in the future as a result of the project. The project would not 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 and would therefore have no impact.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
3.4.12 - NOISE				
Would the project result in:				
a. Exposure of persons to, or generate, noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generate excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

Impact #3.4.12a – Would the Project result in exposure of persons to, or generate, noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Project construction would generate temporary increases in noise levels. Title 5, Chapter 6 of the City's Municipal Code establishes regulations and enforcement procedures for noise generated in the city. The regulations do not apply to the operation on days other than Sunday of construction equipment or of a construction vehicle, or the performance on days other than Sunday of construction work, between the hours of 7:00 A.M. and 8:00 P.M., provided that all required permits for the operation of such construction equipment or

construction vehicle or the performance of such construction work have been obtained from the appropriate city department (Lemoore Municipal Code 5-6-1-C.4). The City of Lemoore 2030 General Plan (City of Lemoore , 2008) has objectives to minimize residential development noise levels. The proposed Project would comply with all regulations, standards and policies within the City's General Plan and Municipal Code. Therefore, the Project would not result in the exposure of persons to, or generate, noise levels more than standards established in a local general plan or noise ordinance or applicable standards of other agencies. Impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.12b – Would the Project result in exposure of persons to or generate excessive groundborne vibration or groundborne noise levels?

Construction of the project would generate temporary ground borne vibrations. However, like construction noise, such vibrations would be attenuated over distance to the point where they would not be felt by the nearest receptors. The impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.12c – Would the Project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

As shown in Figure 2-4, the project would be consistent with the surrounding land uses and would not cause out of the ordinary noise levels than what is currently established in the area. The construction noise would be attenuated over distance to the point where it would not be bothersome to the nearest receptors. The noise levels would not result in a substantial permanent increase in ambient noise levels above the existing environment. The impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.12d – Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Construction of the project would generate temporary noise levels. However, construction would be done during the daylight hours and would be temporary so that the surrounding land uses would not be affected by construction of the new development. The project is consistent with the surrounding land uses and would not cause out of the ordinary noise levels than what is currently established in the area. The impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.12e – Would the Project result in 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?

There are no airports within two miles of the Project site. The project would not expose people residing or working in the project area to excessive noise levels. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.12f – Would the Project result in for a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

The project is not within the vicinity of a private airstrip. The project would not expose people residing or working in the project area to excessive noise levels. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less- than Significant Impact	No Impact
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3.4.13 - POPULATION AND HOUSING

Would the project:

- | | | | | | |
|----|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. | Induce substantial 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)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. | Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.13a – Would the Project induce substantial 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)?

The proposed project does not include plans for the development of housing or other habitable structures, nor does it propose extensions of other infrastructure that would support each structure. The proposed project would not result in substantial population growth.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.13b – Would the Project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The proposed project would not require demolition of any housing, as the project site is currently vacant. Therefore, there would be no need to construct replacement housing elsewhere. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.13c – Would the Project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The project would not require the displacement of substantial numbers of people due to the fact that there are currently no people on the project site to displace. As no housing currently exists, there would be no need to construct replacement housing elsewhere. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.14 - PUBLIC SERVICES

Would the project:

- 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 to other performance objectives for any of the public services:

i. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

Impact #3.4.14a(i) – Would the Project 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 to other performance objectives for any of the public services – Fire Protection?

Construction and operation of the proposed project would not be expected to result in an increase in demand of fire protection services leading to the construction of new or physically altered facilities. Fire suppression support is provided by the City of Lemoore Volunteer Fire Department (LVFD). The LVFD has is located at 210 Fox Street, approximately 3.4 miles from the project site. The proposed project would result in the construction and operation of a light industrial complex in Lemoore. The City of Lemoore will ensure that construction activities would be in accordance with local and State fire codes. Services are adequately planned for within the City's General Plan through policies to ensure the City maintains Fire Department performance and response standards by allocating the appropriate resources. As stated, the project applicant is responsible for constructing any

infrastructure needed to serve the project and pay the appropriate impact fees, which would reduce impacts to less than significant.

State building codes require that all commercial/industrial buildings over 5,000 square feet must include sprinklers.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.14a(ii) – Would the Project 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 to other performance objectives for any of the public services – Police protection?

Law enforcement and public protection are provided by the City of Lemoore Police Department. The City's police station is located at 657 Fox Street on the northwest corner of Fox Street and Cinnamon Drive. The station is approximately 4.4 miles northeast of the Project site. As discussed, the proposed Project would not induce population growth, and therefore would not increase demands for public safety protection. As stated, the Project applicant is responsible for constructing any infrastructure needed to serve the project and pay the appropriate impact fees. Impacts on police protection services related to population growth would therefore be considered less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.14a(iii) – Would the Project 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 to other performance objectives for any of the public services – Schools?

The project would not result in population growth for the City and would not increase demand for public services or require construction of new school facilities. There would be no impact to existing schools.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.14a(iv) – Would the Project 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 to other performance objectives for any of the public services – Parks?

The proposed Project would not result in population growth for the City and would not increase demand for public parks. The City is currently maintaining a 5-acre to 1,000 residents park ratio, which exceeds current City Park Standards and Quimby Act requirements (City of Lemoore, 2008). The Project would have no impact to the City park system.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.14a(v) – Would the Project 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 to other performance objectives for any of the public services – Other public facilities?

The proposed project does not include any other impacts to public facilities.

In general, impacts to public services from implementation of a Project are due to its ability to induce population growth and, in turn, result in a greater need for fire and police protection, etc. to serve the increased population. The proposed Project does not include plans for the development of housing or other habitable structures and would not be inducing population growth; however, the project would require amenities provided by public services. Additionally, the Project would require the relocation of a ponding basin. The new ponding basin will be located on undeveloped urban land, similar to the project site. Impacts will be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be less than significant.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
3.4.15 - RECREATION				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Impact #3.4.15a – Would the Project 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?

As stated in *Section 3.18.a.iv*, the proposed Project would not induce population growth or affect the City's park system. The City's General Plan indicates that the City is continuing to maintain its parkland dedication standard of 5 acres of park land per 1,000 residents. There would be no increase to the use of existing parks or the need to construct or expand existing recreational facilities. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.15b – Would the Project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

The project does not include construction of any recreational facility; therefore, it would not generate an adverse physical effect on the environment. There would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.16 - TRANSPORTATION AND TRAFFIC

Would the project:

a.	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d.	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e.	Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f.	Conflict with adopted policies, plans, or Programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

Potential transportation and circulation impacts that may result from the proposed project primary involves determining whether a net change would occur in traffic generated by

personnel commuting to or from the project site and by truck trips related to the development of facility operations.

Site access will be provided by the construction of a roadway within in the project site. The road will extend west of South 19th Avenue for approximately 0.38 miles and then turn north for approximately 0.35 miles, continuing outside of the project boundaries to eventually connect with Enterprise Drive. The Lemoore General Plan designates 19th Avenue and Idaho Avenue as truck routes. These roadways, along with Highway 198 and Highway 41 will serve the project.

The City's General Plan includes a table of Existing and Buildout Traffic Volumes and Levels of Service for Roadway Segments. The roadway segments surrounding the project are currently operating at a level of service A or B. The table includes the future lanes and capacities for these road segments. At buildout of the planning area, the surrounding road segments are expected to operate at a level of service of C or better. The proposed project is consistent with the General Plan and the buildout of this site was anticipated in this traffic table.

Impact #3.4.16a – Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

The City's transportation policies and requirements are incorporated in its General Plan. The only such policy which is affected by this Project is that requiring that no Level of Service violations be engendered by a project. Per the City's Circulation Element of the City of Lemoore 2030 General Plan Update (City of Lemoore , 2008), the "City of Lemoore does not currently have any adopted level of service (LOS) standard. However, recent traffic studies have used level of service D as the standard for evaluating project impacts at intersections." A LOS of D is characterized by congestion with average vehicle speeds decreasing below the user's desired level for two and four lane roads.

The proposed Project was considered in the buildout of the 2030 General Plan. The buildout was evaluated by the General Plan table of Existing and Buildout Traffic Volumes and Levels of Service for Roadway Segments and shows surrounding roadways operating at a level of service of a C or better. Therefore, operational traffic impacts will be less than significant. Additionally, trips to bring materials for construction to the site would be temporary. Therefore, the Project would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. Impacts would be less than significant.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.16b – Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Neither the City of Lemoore or Kings County has an adopted congestion management program. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.16c – Would the Project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

There are no public airports or private airstrips within the vicinity of the Project site and the Project does not include the construction of any structures that would interfere with air traffic patterns. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.16d – Would the Project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The project would not involve design features that would increase hazards or involve the development of incompatible uses. All new roads would be designed according to all applicable City and County safety regulations and standards. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.16e – Would the Project result in inadequate emergency access?

Construction and operation of the proposed project would not interfere with emergency access for emergency vehicles or nearby uses as all activities would be done on the site and would not interfere with the adjacent street traffic. The project design includes road connection to Enterprise Drive and Idaho Avenue, which would allow for improved access to the proposed industrial development. No facilities are proposed as part of the proposed project that would change emergency access to the site or that would affect access to nearby uses. The project would not result in inadequate emergency access and would therefore result in no impact.

The Project would not involve design features that would increase hazards or involve the development of incompatible uses. It would also not result in inadequate emergency access. Therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.16f – Would the Project conflict with adopted policies, plans, or Programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

The Project would not affect existing pedestrian and bicycle facilities within the surrounding area. There is no conflict with the Kings County's 2005 Regional Bicycle Plan; therefore, there would be no impact.

MITIGATION MEASURES

None are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.17 - TRIBAL CULTURAL RESOURCES

Would the project:

- a. 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:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i. 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii. 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

Impact #3.4.17a(i) - 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 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)?

Please see Impacts #3.4.5a and #3.4.5b above. With implementation of Mitigation Measures MM CUL-2 through MM CUL-4, and MM CUL-6 the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources.

MITIGATION MEASURES

Implementation of MM CUL-2 through MM CUL-4, and MM CUL-6.

LEVEL OF SIGNIFICANCE

Impact would be *less than significant with mitigation incorporated*.

Impact #3.4.17a(ii) - 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 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?

Please see Impacts #3.4.5a and #3.4.5b above. With implementation of Mitigation Measures MM CUL-2 through MM CUL-4, and MM CUL-6, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is 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.

MITIGATION MEASURES

Implementation of MM CUL-2 through MM CUL-4, and MM CUL-6.

LEVEL OF SIGNIFICANCE

Impact would be *less than significant with mitigation incorporated*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
3.4.18 - UTILITIES AND SERVICE SYSTEMS				
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider that 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

Impact #3.4.18a – Would the Project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Please see Section 3.4.9 (Hydrology and Water Quality) for a discussion of poultry wastewater disposal and compliance with RWQCB requirements. The project would not

necessitate the Regional Water Quality Control Board (RWQCB) to expand their facilities because of the project. The project would not exceed wastewater treatment requirements of the applicable RWQCB.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.18b – Would the Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The project can hook up to the existing water line on Enterprise Drive, north of the site. The generation of wastewater and water would be consistent with the City requirements. The proposed increase in water and wastewater usage at the project site is not anticipated to require the construction of new water or wastewater treatment facilities or the expansion of existing facilities. Impacts would be less than significant.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.18c – Would the Project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The project can hook up to the existing storm drain line on Enterprise Drive, north of the site. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities. Therefore, there is no impact.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.18d – Would the Project have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?

No surface water entitlements are needed to service the project as the existing groundwater resources are available and adequate to serve the site. The impact would be less than significant.

MITIGATION MEASURES

No mitigation is required

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.18e – Would the Project result in a determination by the wastewater treatment provider that 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?

The City's wastewater treatment plant has capacity for, or are planned to maintain capacity for, community growth in accord with the adopted General Plan. As this project is in accordance with the General Plan, the impacts would be less than significant.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.18f – Would the Project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

The City's solid waste disposal program has capacity for, or are planned to maintain capacity for, community growth in accord with the adopted General Plan. As this project is in accordance with the General Plan, the impacts would be less than significant.

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.18g – Would the Project comply with federal, state, and local statutes and regulations related to solid waste?

The project is subject to the solid disposal ordinance of the City of Lemoore as well as the rules of the contracted waste franchise. The project is also subject to Chapter 1 of Title 4 of the Lemoore Municipal Code that regulates all solid waste activities from disposal, sorting, and recycling of materials. According to CalRecycle, the implementation of the local requirements has led to Kings County meeting their required diversion and disposal targets. Therefore, the implementation and compliance with the local regulations would lead to a less than significant impact for the project (California Department of Resources Recycling and Recovery, 2017).

MITIGATION MEASURES

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
3.4.19 - MANDATORY FINDINGS OF SIGNIFICANCE				
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, substantially 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.19a - 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, substantially 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?

As evaluated in this IS/MND, the proposed Project would not 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; 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. Mitigation measures have been included to lessen the significance of

potential impacts. Similar mitigation measures would be expected of other projects in the surrounding area, most of which share a similar cultural paleontological and biological resources. Consequently, the incremental effects of the proposed project, after mitigation, would not contribute to an adverse cumulative impact on these resources. Therefore, the Project would have a less-than-significant impact with mitigation incorporated.

MITIGATION MEASURES

Implement Mitigation Measures MM AQ-1 through MM AQ-4, MM BIO-1 through MM BIO-8, MM CUL-1 through MM CUL-6, MM GEO-1, MM GHG-1, and MM HYD-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.19b - Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

As described in the impact analyses in Sections 3.4.1 through 3.4.18 of this IS/MND, any potentially significant impacts of the proposed Project would be reduced to a less-than-significant level following incorporation of the mitigation measures listed in the Mitigated Negative Declaration of this IS/MND. All planned projects in the vicinity of the proposed Project would be subject to review in separate environmental documents and required to conform to the City of Lemoore General Plan, zoning, mitigate for project-specific impacts, and provide appropriate engineering to ensure the development meets are applicable federal, State and local regulations and codes. As currently designed, and with compliance of the recommended mitigation measures, the proposed Project would not contribute to a cumulative impact. Thus, the cumulative impacts of past, present, and reasonably foreseeable future projects would be less than cumulatively considerable.

MITIGATION MEASURES

Implement Mitigation Measures MM CUL-1 thru MM CUL-6, MM GEO-1, MM HYD-1, and MM GHG-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

Impact #3.4.19c - Does the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?

All of the Project's impacts, both direct and indirect, that are attributable to the Project were identified and mitigated to a less than significant level. As shown in the Mitigated Negative Declaration, the Project proponent has agreed to implement mitigation substantially

reducing or eliminating impacts of the Project. All planned projects in the vicinity of the proposed Project would be subject to review in separate environmental documents and required to conform to the City of Lemoore General Plan, zoning, mitigate for project-specific impacts, and provide appropriate engineering to ensure the development meets applicable federal, State and local regulations and codes. Thus, the cumulative impacts of past, present, and reasonably foreseeable future projects would be less than cumulatively considerable. Therefore, the proposed Project would not either directly or indirectly cause substantial adverse effects on human beings because all potentially adverse direct impacts of the proposed Project are identified as having no impact, less than significant impact, or less than significant impact with mitigation incorporated.

MITIGATION MEASURES

Implement Mitigation Measures MM CUL-1 thru MM CUL-6, MM GEO-1, MM HYD-1, and MM GHG-1.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant with mitigation incorporated*.

SECTION 4 - REFERENCES

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APPENDIX A
BIOLOGICAL ANALYSIS

APPENDIX B

CULTURAL RESOURCES RECORDS