



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247
Tuesday, December 10, 2019 @ 6:00 p.m.

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CALL TO ORDER: 6:00 p.m.
ROLL CALL: Council Members Sanchez, Flores, Watson, Cortes & Kimball
PLEDGE: Council Member Sanchez
INVOCATION: TBA

Item 0: Public Comment

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Speakers should give the clerk a filled-out speaker card and clearly state their name at the podium to begin. Speakers shall be limited to three minutes each, with no more than 30 minutes for the total comment period, unless otherwise indicated by the Mayor.

Note: Public hearing items on the agenda will have their own public comment periods later in the meeting.

Item 1: Council Reports

City Council Members report on recent or upcoming events

Item 2: Staff Report

City Manager or designee reports on recent or upcoming events

Item 3: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion

Pages 3-21

1. Minutes from November 26, 2019 Council Meeting
2. Warrant List for November 21, 2019 to December 5, 2019
3. Treasurer's Report for November 2019
4. Approve Purchase Agreement for Yokohl Valley Packing Facility

Item 4: Presentation: Draft Comprehensive Financial Audit Report for FY 2018-2019

Pages 22-23

Introduced by Interim City Manager Bret Harmon

Presented by Ahmed Badawi

Item 5: Public Hearing and Resolution 19-62: Accepting Negative Declaration and Approving Amendments to the General Plan

Pages 24-47

Presented by Interim City Manager Bret Harmon

Item 6: Discussion: Adjustment to City Council Salaries

Pages 48-50

Presented by Interim City Manager Bret Harmon

Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8011. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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Item 7: Request for Future Items

Item 8: Adjourn

The next regular Lindsay City Council meeting will be held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 p.m. on January 14, 2020.

[VIEW THE COMPLETE AGENDA PACKET AT LINDSAY.CA.US.](http://LINDSAY.CA.US)



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, November 26, 2019 @ 6:00 p.m.

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CALL TO ORDER: 6:00 p.m.
ROLL CALL: Council Members Sanchez, Flores, Watson, Cortes PRESENT
Mayor Kimball ABSENT WITH NOTICE
PLEDGE: Council Member Watson
INVOCATION: None

Item 0: Public Comment

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Speakers should give the clerk a filled-out speaker card and clearly state their name at the podium to begin. Speakers shall be limited to three minutes each, with no more than 30 minutes for the total comment period, unless otherwise indicated by the Mayor.

Note: Public hearing items on the agenda will have their own public comment periods later in the meeting.

- Eric Sinclair: Discussed a nuclear power plant he bought that got shut down.
- Ron Hulsey: Reported that he lives at Orangewood Mobile Manor and that his neighbors are regularly growing and selling marijuana. He is not satisfied with the response he has received from the property owner or Lindsay Public Safety.

Item 1: Council Reports

City Council Members report on recent or upcoming events

- Flores: Reported that Chamber pop-up event was well attended and run with many vendors.
- Sanchez: Reported on Lindsay Wellness Center Programming Committee meeting. Reported decision to hold a Christmas tree lighting at the new roundabout. Reported on Wellness Center classes and activities.
- Cortes: Reported on Census kiosk coming to Healthy Start building. Reported on fall sports wrapping up.

Item 2: Staff Report

City Manager or designee reports on recent or upcoming events

- Interim City Manager Bret Harmon reported on finances for the quarter.

Item 3: Consent Calendar

[Minute Order] Routine items approved in one motion unless item is pulled for discussion

Pages 3-12

1. Minutes from November 12, 2019 Council Meeting
2. Warrant List for November 6, 2019 through November 20, 2019
3. Acceptance of completed roundabout at Westwood and Hermosa
4. Approval of Wellness Center funding agreement with LHD board amendment

- Items 3 and 4 pulled.



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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Tuesday, November 26, 2019 @ 6:00 p.m.

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Motion:	Approve Consent Calendar minus Items 3 and 4	
1 st	2 nd	Result
Watson	Sanchez	Approved 4-0

- Flores: Asked why roundabout project change order showed expense of \$88,000 more than anticipated.
- Camarena: Responded that city asked contractor to extend the paving beyond what was originally planned. The contractor's asking price fit within the streets budget.
- Cortes: Asked whether landscaping was still planned.
- Camarena: Responded that landscaping will still be bid and completed in the future.

Motion:	Approve Item 3	
1 st	2 nd	Result
Flores	Watson	Approved 4-0

- Cortes: Reported that hospital district amended their annual proposed contribution from \$300,000 to \$285,000 from the agreement presented to them by the City.

Motion:	Approve Item 4	
1 st	2 nd	Result
Flores	Sanchez	Approved 4-0

Item 4: Resolution 19-58: Environmental Approval for Self-Help Enterprises Palm Terrace II Project
 [Roll Call Vote]
 Pages 13-23
 Presented by City Services and Planning Director Mike Camarena

- Camarena: Reported on proposed categorical exemption.

Motion:	Approve Resolution 19-58						Result
1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Watson	Flores	Yes	Yes	Yes	Yes	Absent	Approved 4-0

Item 5: Resolution 19-59: Site Plan Review for Self-Help Enterprises Palm Terrace II Project
 [Roll Call Vote]
 Pages 24-39
 Presented by City Services and Planning Director Mike Camarena

- Camarena: Detailed the site plan for the project. Answer council questions about description of buildings, potential impacts of adding more affordable housing in the area, and concerns about pedestrian safety.



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Motion: Approve Resolution 19-59

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Watson	Cortes	Yes	Yes	Yes	Yes	Absent	Approved 4-0

Item 6: Resolution 19-60: Update to Planning Fees

[Roll Call Vote]

Pages 40-45

Presented by City Services and Planning Director Mike Camarena

- Camarena: Explained that per City code, fees should represent full cost recovery for City for each project or process. Stated that new proposed fees would represent full cost recovery.

Motion: Approve Resolution 19-60

1 st	2 nd	Flores	Sanchez	Watson	Cortes	Kimball	Result
Flores	Sanchez	Yes	Yes	Yes	Yes	Absent	Approved 4-0

Item 7: Request for Future Items

[Minute Order]

- Council requested to discuss Council salaries in Dec. 10 meeting and talk about a plan for updating Lindsay Municipal Code in February.

Motion: Approve Item 4

1 st	2 nd	Result
Flores	Sanchez	Approved 4-0

Item 8: Adjourn

[Minute Order]

- Meeting adjourned.

City Clerk

Mayor

TRANSACTION DATES: 11/21/2019 THROUGH 12/05/2019

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15852						\$0.00
	101 - GENERAL FUND	11/25/2019	080	CHICAGO TITLE	ESCROW DEPOSIT YOKO	-
15853						\$0.00
	101 - GENERAL FUND	11/25/2019	080	CHICAGO TITLE	ESCROW DEPOSIT YOKO	-
15854						\$2,500.00
	101 - GENERAL FUND	11/25/2019	080	CHICAGO TITLE	ESCROW DEPOSIT YOKO	2,500.00
15855						\$41,400.00
	556 - VITA-PAKT	11/27/2019	5760	ED & EDNA BROWER IR	LEASE PAYMENT	41,400.00
15856						\$1,333.17
	779 - 00-HOME-0487	12/4/2019	6152	ADELFA TINOCO	SURPLUS OF IMPOUNDS	1,333.17
15857						\$620.30
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	NOZZLE AND TUBING	44.97
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	2IN HUNTER /12FT AR	12.50
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	ADAPTER & PVC	28.96
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	ADAPTER AND EXTENSI	17.78
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	ANGLE VALVE	65.70
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	RISER & SUPPLIES	45.52
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	STAINLESS I20 ADS S	172.78
	101 - GENERAL FUND	12/4/2019	007	AG IRRIGATION SALES	VALVE & SUPPLIES	18.00
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	HACKSAW & SHOVEL	39.37
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	PIPE & COUPLING	19.54
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	PVC	12.57
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	PVC PIPE & COUPLING	9.83
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	PVC PIPE QTY:50	79.67
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	SCH 80 PVC TOE NIP	3.59
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	VALVE & COUPLING	13.87
	552 - WATER	12/4/2019	007	AG IRRIGATION SALES	VALVE & PRES GAUGE	35.65
15858						\$121.70
	101 - GENERAL FUND	12/4/2019	400	AGRI-HOME	16 IN BAR AND CHAIN	68.90
	552 - WATER	12/4/2019	400	AGRI-HOME	RECOIL REPAIR	52.80
15859						\$5.12
	101 - GENERAL FUND	12/4/2019	6362	AMERICAN BUSINESS M		5.12
15860						\$171.00
	101 - GENERAL FUND	12/4/2019	3898	AMERICAN INCORPORAT	HEATER SERVICING	171.00
15861						\$35.00
	101 - GENERAL FUND	12/4/2019	4924	ASI ADMINISTRATIVE	COBRA ADMIN OCT	35.00
15862						\$473.59
	101 - GENERAL FUND	12/4/2019	5381	AWAKE SKATE SHOP	CINCH BAGS X45	316.63
	101 - GENERAL FUND	12/4/2019	5381	AWAKE SKATE SHOP	ASSORTED POLOS	86.60
	101 - GENERAL FUND	12/4/2019	5381	AWAKE SKATE SHOP	SAFETY SHIRTS X5	70.36
15863						\$1,685.00
	552 - WATER	12/4/2019	051	BSK	WATER ANALYSIS	1,685.00
15864						\$85.00
	400 - WELLNESS CENTEF	12/4/2019	5013	BUZZ KILL PEST CONT	860 SEQUOIA AVE 10/	85.00
15865						\$2,199.47
	101 - GENERAL FUND	12/4/2019	6351	CANON FINANCIAL SER	GRAPHICS EQUIPMENT	549.87
	101 - GENERAL FUND	12/4/2019	6351	CANON FINANCIAL SER	GRAPHICS EQUIPMENT	549.87
	101 - GENERAL FUND	12/4/2019	6351	CANON FINANCIAL SER	GRAPHICS EQUIPMENT	549.86
	101 - GENERAL FUND	12/4/2019	6351	CANON FINANCIAL SER	GRAPHICS EQUIPMENT	549.87

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15866						\$304.90
	101 - GENERAL FUND	12/4/2019	5757	CCP INDUSTRIES INC.	8 HOODED SWEATSHIRT	60.98
	101 - GENERAL FUND	12/4/2019	5757	CCP INDUSTRIES INC.	8 HOODED SWEATSHIRT	60.98
	552 - WATER	12/4/2019	5757	CCP INDUSTRIES INC.	8 HOODED SWEATHIRTS	60.98
	553 - SEWER	12/4/2019	5757	CCP INDUSTRIES INC.	8 HOODED SWEATSHIRT	60.98
	554 - REFUSE	12/4/2019	5757	CCP INDUSTRIES INC.	8 HOODED SWEATSHIRT	60.98
15867						\$296.22
	101 - GENERAL FUND	12/4/2019	076	CENTRAL VALLEY BUSI	SERVICE REQUEST FOR	222.59
	101 - GENERAL FUND	12/4/2019	076	CENTRAL VALLEY BUSI	BC-E. GONZALEZ	73.63
15868						\$595.68
	101 - GENERAL FUND	12/4/2019	2872	CHIEF SUPPLY	NITRILE GLOVES	595.68
15869						\$568.00
	553 - SEWER	12/4/2019	279	CITY OF PORTERVILLE	LAB SERVICE CHARGES	568.00
15870						\$2,845.33
	883 - SIERRA VIEW ASSE	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	1,129.00
	884 - HERITAGE ASSESSM	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	274.00
	886 - SAMOA	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	133.00
	887 - SWEETBRIER TOW	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	475.00
	888 - PARKSIDE	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	197.00
	889 - SIERRA VISTA ASSE	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	83.33
	890 - MAPLE VALLEY AS	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	45.00
	891 - PELOUS RANCH	12/4/2019	6090	CLEAN CUT LANDSCAPE	MONTHLY LANDSCAPING	509.00
15871						\$45.00
	101 - GENERAL FUND	12/4/2019	2319	COMPUTER SYSTEMS PL	ANTI VIRUS	45.00
15872						\$3,009.03
	552 - WATER	12/4/2019	3461	FERGUSON ENTERPRISE	BALL CURB LW	2,771.98
	552 - WATER	12/4/2019	3461	FERGUSON ENTERPRISE	CTS PET & PEP STFNR	237.05
15873						\$278.60
	101 - GENERAL FUND	12/4/2019	6010	FRONTIER COMMUNICAT	5595620640-061819-5	278.60
15874						\$97.50
	553 - SEWER	12/4/2019	1970	GIOTTO'S	TEST&LABOR SR#14191	97.50
15875						\$614.31
	552 - WATER	12/4/2019	2283	GOLDEN STATE FLOW M	SENSUS OMNI METER	614.31
15876						\$69.88
	552 - WATER	12/4/2019	1391	HOME DEPOT	BATTERY WATER PLANT	69.88
15877						\$135.00
	101 - GENERAL FUND	12/4/2019	2329	INTERNATIONAL CODE	MEMBER DUES	135.00
15878						\$3,000.00
	261 - GAS TAX FUND	12/4/2019	5541	JACK DAVENPORT SWEE	BROOM SERVICE OCT	3,000.00
15879						\$1,600.00
	101 - GENERAL FUND	12/4/2019	4378	JOSEPH H AVINA	BUILDING INSPECTOR	1,600.00
15880						\$158.22
	779 - 00-HOME-0487	12/4/2019	3318	JUDITH MOOR	SURPLUS OF IMPOUNDS	158.22
15881						\$244.72
	101 - GENERAL FUND	12/4/2019	1932	LALANNES	RAPTOR SCHUTZ/SHEET	244.72
15882						\$3,256.02
	101 - GENERAL FUND	12/4/2019	4067	LINCOLN NAT'L INSUR	DENTAL PLAN DEC 201	2,166.82
	101 - GENERAL FUND	12/4/2019	4067	LINCOLN NAT'L INSUR	LIFE INSU DEC 2019	1,089.20
15883						\$85.00
	101 - GENERAL FUND	12/4/2019	6111	MARSHALL CHAIREZ	DMV PHYSICAL	42.50
	101 - GENERAL FUND	12/4/2019	6111	MARSHALL CHAIREZ	DMV PHYSICAL	42.50

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15884						\$5.43
	553 - SEWER	12/4/2019	234	MARTIN'S TIRE & AUT	TRACTOR STEM STRAIG	5.43
15885						\$181.54
	101 - GENERAL FUND	12/4/2019	509	MEDALLION SUPPLY	COMPACT FLUOR LAMP	181.54
15886						\$110.00
	101 - GENERAL FUND	12/4/2019	6437	MORINDA MEDICAL GRO	INS CLAIM - E. GONZ	110.00
15887						\$5,144.00
	101 - GENERAL FUND	12/4/2019	4815	MUNICIPAL CODE CORP	ANNUAL SOFTWARE LIC	5,144.00
15888						\$180.00
	101 - GENERAL FUND	12/4/2019	3260	PACIFIC EMPLOYERS	QRLY MEMBERSHIP	180.00
15889						\$1,618.12
	552 - WATER	12/4/2019	6498	PACWEST DIRECT	11/7-UB	539.38
	553 - SEWER	12/4/2019	6498	PACWEST DIRECT	11/7-UB	539.38
	554 - REFUSE	12/4/2019	6498	PACWEST DIRECT	11/7-UB	539.36
15890						\$223.11
	101 - GENERAL FUND	12/4/2019	276	PORTERVILLE RECORDE	NO19-01	223.11
15891						\$64.00
	101 - GENERAL FUND	12/4/2019	4995	PROTEUS INC.	REFUND PERMIT #1025	64.00
15892						\$2,923.73
	553 - SEWER	12/4/2019	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	2,923.73
15893						\$186.09
	101 - GENERAL FUND	12/4/2019	2788	PTM DOCUMENT SYSTEM	W2 AND 1099 FORMS	186.09
15894						\$2,787.76
	101 - GENERAL FUND	12/4/2019	399	QUAD KNOPF,INC.	1 SHEET - SCWC	10.00
	101 - GENERAL FUND	12/4/2019	399	QUAD KNOPF,INC.	ENGINEERING SERVICE	2,777.76
15895						\$1,987.50
	553 - SEWER	12/4/2019	5684	QUIK-ROOTER	CD 20213	1,987.50
15896						\$93.50
	101 - GENERAL FUND	12/4/2019	285	QUILL CORPORATION	SUPERTUFF WALLET	93.50
15897						\$4,000.00
	552 - WATER	12/4/2019	6095	RALPH GUTIERREZ WAT	CPO WATER TREATMENT	2,000.00
	553 - SEWER	12/4/2019	6095	RALPH GUTIERREZ WAT	CPO WATER TREATMENT	2,000.00
15898						\$1,750.00
	101 - GENERAL FUND	12/4/2019	6471	RMA GEOSCIENCE	YOKOHL BLDG RESEARC	1,750.00
15899						\$823.06
	552 - WATER	12/4/2019	3004	SEQUOIA EQUIPMENT C	360663A1-198 CLAMP	133.14
	552 - WATER	12/4/2019	3004	SEQUOIA EQUIPMENT C	ENGINE OIL & FILTER	202.61
	552 - WATER	12/4/2019	3004	SEQUOIA EQUIPMENT C	SUPPORT & FREIGHT	75.78
	553 - SEWER	12/4/2019	3004	SEQUOIA EQUIPMENT C	330013A1-198 PACKAG	133.15
	553 - SEWER	12/4/2019	3004	SEQUOIA EQUIPMENT C	ENGINE OIL & FILTER	202.61
	553 - SEWER	12/4/2019	3004	SEQUOIA EQUIPMENT C	SUPPORT & FREIGHT	75.77
15900						\$176.88
	101 - GENERAL FUND	12/4/2019	5624	SIERRA SANITATION,	LATE FEE - INV 1024	3.00
	101 - GENERAL FUND	12/4/2019	5624	SIERRA SANITATION,	RENTAL - HANDICAP	173.88
15901						\$25.00
	101 - GENERAL FUND	12/4/2019	598	SIERRA VIEW DISTRIC	9/1/19-9/30/19	25.00

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15902						\$22,604.34
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	242.37
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	758.64
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	873.24
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	40.48
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	1,097.22
	101 - GENERAL FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-5943-68	10.28
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	6.72
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	2-35-921-6264	33.98
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-023-0081-92	34.75
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-1133-77	37.70
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-1133-94	63.95
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-9421-46	27.93
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-9504-85	16.69
	261 - GAS TAX FUND	12/4/2019	310	SOUTHERN CA. EDISON	3-033-9591-42	118.13
	400 - WELLNESS CENTER	12/4/2019	310	SOUTHERN CA. EDISON	3-031-5675-04	3,400.48
	552 - WATER	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	10,237.96
	553 - SEWER	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	215.55
	553 - SEWER	12/4/2019	310	SOUTHERN CA. EDISON	2-38-421-3260	5,082.12
	556 - VITA-PAKT	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	136.46
	883 - SIERRA VIEW ASSE	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	19.84
	884 - HERITAGE ASSESS	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	9.63
	886 - SAMOA	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	24.84
	887 - SWEETBRIER TOW	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	63.23
	888 - PARKSIDE	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	9.63
	890 - MAPLE VALLEY AS	12/4/2019	310	SOUTHERN CA. EDISON	2-00-424-8134	31.36
	891 - PELOUS RANCH	12/4/2019	310	SOUTHERN CA. EDISON	2-35-921-6264	11.16
15903						\$477.00
	779 - 00-HOME-0487	12/4/2019	3634	STATE FARM GENERAL	S.PEREZ 87-D2-8405-	477.00
15904						\$2,643.11
	552 - WATER	12/4/2019	6363	STATE WATER RESOURC	DETERMINATION 19-20	2,643.11
15905						\$3,538.86
	101 - GENERAL FUND	12/4/2019	6146	SUPERION, LLC	12/1/19-12/31/19	884.70
	552 - WATER	12/4/2019	6146	SUPERION, LLC	12/1/19-12/31/19	884.72
	553 - SEWER	12/4/2019	6146	SUPERION, LLC	12/1/19-12/31/19	884.72
	554 - REFUSE	12/4/2019	6146	SUPERION, LLC	12/1/19-12/31/19	884.72
15906						\$79,044.00
	553 - SEWER	12/4/2019	1183	SWRCB	ANNUAL PERMIT FEES	21,392.00
	556 - VITA-PAKT	12/4/2019	1183	SWRCB	ANNUAL PERMIT FEES	57,168.00
	600 - CAPITAL IMPROVE	12/4/2019	1183	SWRCB	ANNUAL PERMIT FEES	484.00
15907						\$4,736.17
	101 - GENERAL FUND	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	101 - GENERAL FUND	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	101 - GENERAL FUND	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	101 - GENERAL FUND	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	400 - WELLNESS CENTER	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	552 - WATER	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	553 - SEWER	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	592.03
	554 - REFUSE	12/4/2019	5755	TELEPACIFIC COMMUNI	11/9/19-12/8/19	591.96

TRANSACTION DATES: 11/21/2019 THROUGH 12/05/2019

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15908						\$30.54
	101 - GENERAL FUND	12/4/2019	144	THE GAS COMPANY	03351591205	15.27
	101 - GENERAL FUND	12/4/2019	144	THE GAS COMPANY	11545462225	15.27
15909						\$420.50
	553 - SEWER	12/4/2019	6284	TRACTOR SUPPLY CRED	SIMPSON 3000PSI & I	420.50
15910						\$88.89
	101 - GENERAL FUND	12/4/2019	3152	TUL.CO.JAIL IND.ENG	THANK YOU 10 COINS	88.89
15911						\$290.73
	553 - SEWER	12/4/2019	336	TULARE COUNTY TAX C	#2 INSTALLMENT	290.73
15912						\$290.73
	553 - SEWER	12/4/2019	336	TULARE COUNTY TAX C	#1 INSTALLMENT	290.73
15913						\$4,541.48
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	BEST WESTERN -FLORE	481.90
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	BEST WESTERN-CORTES	481.90
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	HOBBY LOBBY	8.13
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	AMAZON-VACUM	163.11
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	COURTYARD HOTEL BRE	508.64
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	PRKNG	1.00
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	TENN CAB TAXI	30.00
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	UNITED LUGGAGE CHAR	30.00
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	NEGOV	175.00
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	AMERICAN PLANNING	50.00
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	COSTCO LWC TRAINING	314.81
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	ESMART PAYROLL FEE	4.95
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	SMART FINAL LWC TRA	140.96
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	HOME DEPOT	80.97
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	HOME DEPOT	267.62
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	OFFICE MAX	108.12
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	QUALITY MART	35.60
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	AMAZON	996.61
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	DEFENSE SOLUTIONS	152.42
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	STAPLES	141.36
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	ADOBE	24.98
	101 - GENERAL FUND	12/4/2019	6326	CORPORATE PAYMENT S	ADOBE	14.99
	400 - WELLNESS CENTEF	12/4/2019	6326	CORPORATE PAYMENT S	SWIMOULET	108.54
	400 - WELLNESS CENTEF	12/4/2019	6326	CORPORATE PAYMENT S	ADOBE	14.99
	400 - WELLNESS CENTEF	12/4/2019	6326	CORPORATE PAYMENT S	COSTCO LWC TRAINING	100.23
	400 - WELLNESS CENTEF	12/4/2019	6326	CORPORATE PAYMENT S	SMART FINAL LWC TRA	89.66
15914						\$1,402.37
	101 - GENERAL FUND	12/4/2019	4849	U.S. BANK EQUIPMENT	12/15/19 CANON LEAS	350.57
	101 - GENERAL FUND	12/4/2019	4849	U.S. BANK EQUIPMENT	12/15/19 CANON LEAS	350.60
	101 - GENERAL FUND	12/4/2019	4849	U.S. BANK EQUIPMENT	12/15/19 CANON LEAS	350.60
	101 - GENERAL FUND	12/4/2019	4849	U.S. BANK EQUIPMENT	12/15/19 CANON LEAS	350.60
15915						\$235.80
	101 - GENERAL FUND	12/4/2019	5584	U.S. LOCK	PADLOCK	235.80
15916						\$382.06
	552 - WATER	12/4/2019	1513	UNITED RENTALS, INC	TWO HOSES- 2.5IN LO	382.06

TRANSACTION DATES: 11/21/2019 THROUGH 12/05/2019

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						221,475.16
15917						\$4,284.00
	101 - GENERAL FUND	12/4/2019	5747	UNITED STAFFING	MAINTENANCE	933.30
	101 - GENERAL FUND	12/4/2019	5747	UNITED STAFFING	MAINTENANCE	933.30
	101 - GENERAL FUND	12/4/2019	5747	UNITED STAFFING	MAINTENANCE	933.30
	552 - WATER	12/4/2019	5747	UNITED STAFFING	MAINTENANCE	933.30
	553 - SEWER	12/4/2019	5747	UNITED STAFFING	MAINTENANCE	550.80
15918						\$4,375.44
	101 - GENERAL FUND	12/4/2019	356	USA BLUEBOOK	LARGE TERRY CLOTHS	47.74
	101 - GENERAL FUND	12/4/2019	356	USA BLUEBOOK	MINI LED HEADLIGHTS	33.02
	101 - GENERAL FUND	12/4/2019	356	USA BLUEBOOK	LIFTING SLING	98.85
	101 - GENERAL FUND	12/4/2019	356	USA BLUEBOOK	MINI LED HEADLIGHTS	33.02
	101 - GENERAL FUND	12/4/2019	356	USA BLUEBOOK	MINI LED HEADLIGHTS	33.02
	552 - WATER	12/4/2019	356	USA BLUEBOOK	MINI LED HEADLIGHTS	33.02
	553 - SEWER	12/4/2019	356	USA BLUEBOOK	WELCH VACC & A&D GR	4,063.77
	553 - SEWER	12/4/2019	356	USA BLUEBOOK	MINI LED HEADLIGHTS	33.00
15919						\$1,303.82
	553 - SEWER	12/4/2019	2912	VALLEY PUMP & DAIRY	ROLLER BEARINGS	1,303.82
15920						\$96.23
	101 - GENERAL FUND	12/4/2019	1041	VERIZON WIRELESS	642065758	1.41
	101 - GENERAL FUND	12/4/2019	1041	VERIZON WIRELESS	642065758	15.80
	101 - GENERAL FUND	12/4/2019	1041	VERIZON WIRELESS	642065758	15.80
	101 - GENERAL FUND	12/4/2019	1041	VERIZON WIRELESS	642065758	15.80
	552 - WATER	12/4/2019	1041	VERIZON WIRELESS	642065758	15.80
	553 - SEWER	12/4/2019	1041	VERIZON WIRELESS	642065758	15.80
	554 - REFUSE	12/4/2019	1041	VERIZON WIRELESS	642065758	15.82
15921						\$466.61
	101 - GENERAL FUND	12/4/2019	4716	WALO'S AUTO REPAIR	NEW THROTTLE & LABO	466.61
15922						\$110.00
	101 - GENERAL FUND	12/4/2019	2790	WILLDAN INC.	ARCHITECT	110.00



Monthly Treasurer's Report
November 30, 2019
Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra- Depository Account	100-114	GEN	\$1,939,168
Bank of the Sierra - AP/Operating	100-100	GEN	\$63,014
Bank of the Sierra - Payroll	100-106	GEN	\$298,014
Bank of the Sierra - Wellness Center	100-500	GEN	\$82,077
Bank of the Sierra - Impound Account	100-120	RES	\$41,909
Bank of the Sierra - HOME & CALHOME	100-119	RES	\$325,652
Bank of the Sierra - CDBG	100-118	RES	\$235,631
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$2,448,538
TOTAL			\$5,434,803

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,184,601
Payroll (November 8th Payday)	\$188,364
Payroll (November 22nd Payday)	\$375,805
TOTAL	\$ 1,748,770

DEBT SERVICE	AMOUNT
Tulare Road	\$101,005
Library	\$8,516
TCAG Settlement	\$13,106
TOTAL	\$ 122,626

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

As of the end of the month, the investments were in compliance with the requirements of the City's investment policy. This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance).

INVESTED FUNDS	\$2,448,538
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Respectfully submitted,

Bret Harmon

Director of Finance
 City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED
 RES: RESTRICTED ACTIVITY
 INV: INVESTMENT

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made and entered into this 5TH day of DECEMBER, 2019 (“Effective Date”), by and between THE CITY OF LINDSAY, a California municipal corporation (“Buyer”), and KERN RIDGE GROWERS, LLC (“Seller”). Buyer and Seller are sometimes collectively referred to herein as the “Parties” and singularly as a “Party.” This Agreement is made with reference to the following facts:

RECITALS

A. Seller owns that real property more particularly described in the attached Exhibit A, which is incorporated herein by reference (“Real Property”).

B. Buyer desires to purchase the Real Property and Seller is willing to sell the Real Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“Escrow”) opened at the offices of CHICAGO TITLE (“Escrow Holder”) located at 1750 W. Walnut, Visalia, California. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Two Hundred and Fifty Thousand Dollars (\$250,000.00) (“Purchase Price”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 20 of this Agreement.

3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

a. Upon execution of this Agreement hereof by both Parties, Buyer shall deposit Two Thousand Five Hundred Dollars (\$2,500.00) (“Deposit”) with Escrow Holder.

b. At least one (1) business day before the Closing, Buyer shall deposit the balance of the Purchase Price with Escrow Holder, in cash, by wire transfer or other immediately available funds.

4. **Liquidated Damages.**

LIQUIDATED DAMAGES UPON BUYER’S DEFAULT. IF THE ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE SET FORTH IN SECTION

20 OF THIS AGREEMENT AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT AND INTEREST ACCRUED THEREON SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY OR OTHERWISE. RETENTION OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BY SEPARATELY INITIALING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES:


Buyer Initials


Seller Initials

5. **Possession.** Seller shall deliver possession of the Real Property to Buyer at the Closing.

6. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder ("**Title Report**") promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have five (5) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves ("**Objectionable Exceptions**") plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have ten (10) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer's failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said five (5) calendar day period shall constitute Buyer's approval of the Title Report and all exceptions shown therein (collectively "**Permitted Exceptions**"). After Buyer's approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer's approval, other than ongoing real property taxes and assessments already of record.

7. **Title Insurance.** At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard CLTA Owner's Policy of Title Insurance ("**Title Policy**"), subject only to the Permitted Exceptions as determined in accordance with Section 6 of this Agreement. The premium for the Title Policy shall be paid as set forth in Section 19 of this Agreement. Buyer may, however, acquire extended Title Policy coverage at its sole expense.

8. Feasibility Period.

a. During the period commencing on the Effective Date, and terminating at 5:00 p.m. five days before the Closing Date (“**Feasibility Period**”), Buyer shall undertake, at Buyer’s expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property. Seller shall reasonably cooperate with Buyer and Buyer’s agents in providing documents and access to the Real Property relevant to Buyer’s inspection.

b. If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer’s inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either: (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 8(b) and in subsection 8(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer’s approval of this transaction as provided in this subsection 8(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 8(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer’s behalf.

c. Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller’s officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer’s employees, consultants, contractors, representatives or agents as a result of the condition of the Real Property; or (ii) by any person or entity as a result of the acts or omissions of Buyer or it Buyer’s employees, consultants, contractors, representatives or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 8. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

9. Existing Surveys and Reports. Within ten (10) calendar days after Seller’s execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller’s possession pertaining to the Real Property.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties:

a. Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

b. Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

c. Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

d. Seller is unaware of any past release of any substances in violation of any local, state, or federal regulation or law.

e. The Real Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.

f. Seller will not market the Real Property for sale or disposition to any other party while this Agreement is in effect.

g. Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties:

a. Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

b. Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

c. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department,

commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

12. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- a. Buyer shall have timely performed each of the acts to be performed by it hereunder.
- b. Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.
- c. Escrow or terminate this Agreement.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- a. Seller shall have timely performed each of the acts to be performed by it hereunder.
- b. Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.
- c. Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

d. Escrow Holder is committed to issue the Title Policy as set forth above in Section 7.

e. Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Closing:

a. shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

b. Buyer shall deposit all funds when and as required hereby (including without limitation the Purchase Price, and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Tulare County.

c. Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

18. Title Insurance. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in Section 7 of this Agreement.

19. Costs and Expenses. All costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be paid by the Seller. Each Party shall bear its own legal fees and costs. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

20. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur as soon as possible on or before the sixtieth (60th) calendar day following the Effective Date, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement ("**Closing**"). The date on which Closing occurs is referred to herein as "**the Closing Date**." If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide

Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

21. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

a. Pay closing costs such as all claims, demands and liens necessary to place title to the Real Property in the condition set forth in Section 6 of this Agreement from funds otherwise distributable to Seller;

b. Pay real and personal property taxes, and any and all other charges or assessments set forth in Section 19 of this Agreement;

c. Record Seller's Grant Deed in the Official Records of Tulare County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Tulare County, as appropriate; and

d. Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

22. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions of Section 4 hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately cause to be delivered the Deposit and accrued interest to Buyer, deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

23. Attorneys' Fees. Subject to Section 4 of this Agreement, in the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable attorneys' fees, costs and expenses. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

24. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

25. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Buyer: City Manager
 City of Lindsay
 P.O. Box 369
 251 E. Honolulu Street
 Lindsay, CA 93247

To Seller's Legal Counsel: Mario U. Zamora
 GRISWOLD, LaSALLE, COBB,
 DOWD & GIN, L.L.P.
 111 East Seventh Street
 Hanford, CA 93230

To Seller: Robert Giragosian,
 Managing Member
 Kern Ridge Growers, LLC
 PO Box 455
 Arvin, CA 93203

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

27. Successors and Assigns. Buyer may not, without the Seller's consent, which consent may be withheld in Seller's sole discretion, assign any duties or rights hereunder to a third party as long as Seller owns the Real Property. Should Seller consent to an assignment of this Agreement, Buyer shall guarantee in writing the performance of this Agreement by their successor-in-interest.

28. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

29. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this

Agreement.

30. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

31. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

32. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

33. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.


34. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

35. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

SELLER

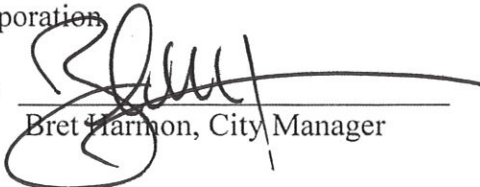
KERN RIDGE GROWERS, LLC

By: 
Bob Giragosian,
Managing Member

Dated: 12/4/2019

BUYER

CITY OF LINDSAY, a California municipal corporation

By: 
Bret Harmon, City Manager

Dated: 12.5.2019

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
AGENDA #: 4
FROM: Bret Harmon, Interim City Manager

Presentation: Draft Comprehensive Financial Audit Report for FY 2018-2019

ACTION Accept draft audit report

PURPOSE Statutory/Contractual Requirement

Council Vision/Priority

Discretionary Action

Plan Implementation

OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.

Increase our keen sense of identity in a connected and involved community.

Nurture attractive residential neighborhoods and business districts.

Dedicate resources to retain a friendly, small-town atmosphere.

Stimulate, attract and retain local businesses.

Advance economic diversity.

Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff respectfully recommends Council accept the FY 2018-2019 audit report.

BACKGROUND | ANALYSIS

Section 3.01.100 of the City of Lindsay's Municipal Code (LMC) states in part:

...The city council shall provide for an annual independent audit of all city accounts and may provide for more frequent audits as they deem necessary... Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. The person or firm selected by the city council shall be experienced in the audit of California city governments... The city council may, without requiring competitive bids, designate such accountants or firm to conduct the audit or for a period not exceeding three years, but the designation for any particular fiscal year shall be made not later than thirty days prior to the close of the fiscal year to be audited.

Badawi & Associates meets with and conforms to the requirements in the LMC to perform an audit of the City's financial records. Badawi & Associates has completed the audit of the 2018-2019 fiscal year.

Badawi & Associates, at the request of staff, is presenting the draft of the FY 2018-2019 audit. The audit will be finalized in the coming week. Badawi & Associates and staff do not anticipate any material adjustments to the document between draft and final form.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
AGENDA #: 4
FROM: Bret Harmon, Interim City Manager

ALTERNATIVES

- Accept the FY 2018-2019 Comprehensive Annual Financial Report
- Do not accept the FY 2018-2019 Comprehensive Annual Financial Report and provide direction.

BENEFIT TO OR IMPACT ON CITY RESOURCES

This will be the first time in many years when city council has the opportunity to accept the audit within six months of the end of the fiscal year. The six-month period is the standard in local government. The audit provides insight and data for the City and others to understand the strength of the City's finances and any issues it needs to resolve.

Preparing the audit requires significant staff cooperation, which both benefits and impacts the City. The City has sufficient staffing to manage the audit process each year.

ENVIRONMENTAL REVIEW

- Not required by CEQA
 If required by CEQA:

POLICY ISSUES

- No policy issues
 Policy issues: LMC requires audits. It is City policy to present the audit to Council for acceptance.

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- None

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
AGENDA #: 5
FROM: Bret Harmon, Interim City Manager

Resolution 19-62 Amendments to the General Plan, Housing and Environmental Justice

ACTION Requested Approval of Temporary Use Permit 19-35

PURPOSE

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a connected and involved community.
- Nurture attractive residential neighborhoods and business districts.
- Dedicate resources to retain a friendly, small-town atmosphere.
- Stimulate, attract and retain local businesses.
- Advance economic diversity.
- Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff recommends that the Council review the draft elements and hold a public hearing. After such hearing and Council consideration, staff recommends that the Council adopt Resolution 19-62 approving the draft elements and directing staff to forward the Housing Element to the State Department of Housing and Community Development for final certification.

BACKGROUND | ANALYSIS

The General Plan

State law requires California localities to have a long-range comprehensive plan for its growth and development. This plan, known as the “General Plan,” is required to contain specific, legally mandated technical information organized by topic areas called “elements.” This plan must address a range of important community issues applicable to the existing city limits as well as nearby unincorporated areas that may be annexed to the City in the future.

These elements may be formatted as separated chapters of the General Plan or combined and integrated at the discretion of the locality. The current Comprehensive General Plan for the City of Lindsay, California, 1989 (as amended), was adopted in 1989 as an integrated long-range planning document intended to cover a 20-year planning period (through the year 2010). Significant parts of the existing General Plan are outdated.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
 DATE: December 10, 2019
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 FROM: Bret Harmon, Interim City Manager

The following table indicates state-mandated content and how the existing General Plan is organized to address these requirements:

State-Mandated Topic (“Element”)	Current Lindsay General Plan	
	Element Name	Latest Revision
Land Use	Community Development	1989
Transportation		
Housing		2017
Conservation	Resource Management	1989
Open Space		
Noise	Hazardous Management	
Safety		
Environmental Justice	n/a	n/a

State law requires the City to periodically comprehensively review and update the General Plan. However, state law does not define how often this should occur. Good planning practice suggests comprehensive updates every five to ten years.

Such a review provides the Council with the opportunity to address changing community issues and needs, as well as to incorporate changes in state planning law. Due to resource constraints, the Plan has remained largely unchanged for 30 years.

Housing Element

Since 1989, the City has periodically updated and revised its Housing Element, which serves as the housing policy for the City. The Housing Element is subject to significant state legal mandates and technical requirements, as well as review and approval by the State Department of Housing and Community Development. State law normally requires each California locality to comprehensively review and update the Housing Element every five years. This review cycle corresponds to the Tulare County Regional Housing Needs Assessment (RHNA), which covers the years 2014-2023, as adopted by the Tulare County Association of Governments (TCAG). The RHNA analyzes regional housing needs by various income levels, and establishes housing production targets by various income levels for each city. The RHNA established a housing production target of 590 new housing units in Lindsay from 2014 through 2023.

The existing Housing Element was last updated and accepted by the state in 2017, which was two years past the state-mandated review period. That element is considered by the State to be a 2015 Element. As a result of the late filing, the State Department of Housing and Community Development is requiring a four-year revision period, beginning in 2015 and ending in 2019. The state-mandated approval deadline is December 31, 2019. The proposed draft 2019 Housing Element would cover the years 2019 through 2023.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
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FROM: Bret Harmon, Interim City Manager

The Element serves as the primary policy document and resource guide for housing development in Lindsay, providing the following essential information:

- Community input on housing issues (Chapter 1)
- The effectiveness and appropriateness of past housing initiatives (Chapter 2)
- Existing housing conditions and projected housing needs (Chapter 3)
- Analysis of adequate sites for future housing development needs (Chapter 4)
- Evaluation of potential constraints to future housing development (Chapter 5)
- Targets for future housing construction, rehabilitation, and conservation (Chapter 6)
- How the Housing Element is consistent with other City planning efforts (Chapter 7)
- Guidance for future housing development, in the form of housing goals, policies, and programs (Chapter 8)

The Housing Element provides ideas and initiatives to improve and expand housing choice in Lindsay, so that residents may have opportunity to enjoy safe, decent, and affordable housing. The draft element is a minor revision and technical update to the existing element, with additional content provided to address recent state law changes pertaining largely to homelessness and affordable housing.

Environmental Justice Element

State law also requires the City to adopt a new Environmental Justice Element and related content in the Land Use Element (which is in the Community Development of the existing General Plan) with this Housing Element revision. The draft Environmental Justice Element has been completed and is attached for your review. This draft element provides state-mandated content with corresponding minor amendments to the Community Development Element pertaining to “disadvantaged communities,” within a single combined / integrated new element.

Disadvantaged communities are defined as groupings of existing housing units that are:

- a. Located outside of the City limits
- b. Within lower income Census tracts
- c. Within the Lindsay Sphere of Influence (i.e., the City’s planning area as recognized by the Tulare County Local Agency Formation Commission (LAFCO)).

There are five disadvantaged communities identified in the draft Environmental Justice Element:

- Area 1: Fir Street, West of Road 214
- Area 2: Page-Moore Tract
- Area 3: West of Road 224 / South Side of Fir Street
- Area 4: West Side of Foothill, Between Roads 224 and 220
- Area 5: Between Road 220 and Orange Belt Avenue, South of Avenue 220

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
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FROM: Bret Harmon, Interim City Manager

The proposed element provides goals, policies, and objectives intended to benefit disadvantaged communities by:

- Reducing pollution exposure
- Promoting improved public facility access
- Improving access to fresh and healthy food
- Improving housing maintenance
- Improving pedestrian and bicycle networks
- Encouraging other means of physical activity in addition to walking and bicycling
- Maximizing and leveraging strategic investments in parks and recreational facilities, to encourage greater physical activity for residents
- Improving and promoting civil engagement in the creation and implementation of City policies and programs
- Improving storm drainage system deficiencies

Safety Element

State law also requires the City to update its Safety Element with this Housing Element revision cycle. The Safety Element must address various potential hazards to public safety, including:

- Slope instability
- Seismic risks
- Flooding
- Wildland and urban fires
- Climate change adaptation and resilience

The Safety Element is pending revision, with project completion anticipated in Spring 2020, after which time it will be presented to the City Council for review and approval through a regular public hearing process.

Project Approach

Staff has taken the following approaches in updating / creating these Elements:

1. Provide the minimum legal adequacy necessary to satisfy state law
2. Provide accurate, realistic, and useful information
3. Minimize future resource commitments for the City
4. Provide a realistic implementation work program that allows small, achievable actions over the next few years that will satisfy state law and benefit the community.

Environmental Review

Since these elements are policy documents, it is presumed that the project (i.e., the adoption of the elements) will not directly result in adverse environmental effects. On the basis of an initial study (attached), the City has prepared a negative declaration (a statement of the City Council that the project will not result in a significant adverse environmental impact, pursuant to state environmental quality

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laws). Adoption of the attached resolution would signify Council making required environmental findings for this project.

Implementation and Next Steps

Should the Council approve the project, the Housing Element will be forwarded to the State Department of Housing and Community Development for final certification. The element will also be forwarded to area utility suppliers, which is a requirement of state law. The adopted Housing and Environmental Justice Elements will be posted to the City web site for easy public access. These documents will provide useful public information, as well as policy guidance for future City planning decisions such as rezoning, infrastructure, and public facility investments.

During 2020, staff intends to bring forward a package of Zoning Ordinance amendments that are needed to comply with current state housing law, as outlined in the draft Housing Element. After those projects are complete, it would be appropriate to review and plan for comprehensive revisions and updates to the remaining elements of the General Plan. Such work should be achievable using existing staff resources with limited outside professional expertise needed to assist with transportation system modelling and environmental review compliance.

ALTERNATIVES

- Approve.
- Approve with alterations.
- Deny.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of this request will benefit the City of Lindsay as it will meet state law requirements for updating elements of the general plan and will help to guide future decision-making for providing residents with safe, decent, and affordable housing.

Impacts include future conformance to the plan in city planning.

ENVIRONMENTAL REVIEW

Not required by CEQA
 If required by CEQA:

POLICY ISSUES

No policy issues
 Policy issues:

PUBLIC OUTREACH

Posted in this agenda
 Noticed in the Porterville Recorder on Nov. 14, 2019

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
AGENDA #: 5
FROM: Bret Harmon, Interim City Manager

ATTACHMENTS

- Draft of Housing Element
- Draft of Environmental Justice Element
- Environmental Review Document
- Resolution 19-62

Initial Study Summary

Note: The City of Lindsay has incorporated the content of the suggested format contained in CEQA Appendix G "Environmental Checklist Form –per the Association of Environmental Professionals, 2011). Portions of this suggested format have been changed and consolidated to avoid repetition.

Project Summary

- 1. Project title:** General Plan Amendment No. 19-01
- 2. Lead agency name / address:** City of Lindsay, 251 E. Honolulu, P.O. Box 369, Lindsay, CA 93247.
- 3. Contact person and phone number:** Mike Camarena; (559) 562-7102 x 8040
- 4. Project location:** All properties within the General Plan area.
- 5. Project sponsor's name / address:** City of Lindsay, 251 E. Honolulu, P.O. Box 369, Lindsay, CA 93247.
- 6. General plan designation:** All properties within the Lindsay General Plan area.
- 7. Zoning:** All properties within the Lindsay General Plan area.
- 8. Description of project:** General Plan Amendment No. 19-01 is a request by the City of Lindsay to amend the Lindsay General Plan as follows:

Amend and update the General Plan Housing Element (HE), as required by state law, including:

- Analysis of the implementation of the existing HE
- Housing needs assessment, including special housing needs, opportunities for energy conservation, assisted units at the risk of conversion, and projected housing needs
- Adequate sites inventory and analysis, to provide for zoning for a variety of housing types to meet future housing needs
- Analysis of governmental and non-governmental constraints on housing
- Quantified objectives for housing
- Housing goals, policies, and programs to:
 1. Provide adequate sites for housing
 2. Assist in the development of adequate housing to meet the needs of extremely low- income, very low-income, low-income, and moderate-income households
 3. Address governmental constraints on housing development
 4. Conserve and improve the condition of the existing affordable housing stock
 5. Promote equal housing opportunities
 6. Preserve affordable housing units at-risk of conversion to non-affordable status

The following HE programs could potentially affect properties located within the project area.

Summary of Proposed Programs

- **Accommodate Regional Need (residential land inventory):** The City will reevaluate the vacant sites inventory to determine sufficient land capacity consistent with Element quantified objectives.
- **Accommodate All Income Levels (residential land inventory):** The City will reevaluate the vacant sites inventory to determine sufficient land capacity to provide sites to accommodate all income levels, consistent with HE quantified objectives.
- **Provide for a Variety of Housing Types (residential land inventory):** The City will reevaluate the vacant sites inventory to determine sufficient land capacity to provide sites to accommodate a variety of housing types.
- **Encourage Development of Affordable Housing (policy affirmation):** The City affirms a policy of provision of adequate sites in order to provide for a range of housing choices.
- **Regulatory Concessions and Incentives (policy affirmation):** The City affirms a policy to actively promote the use of ordinance tools, concessions, and incentives for housing development that promote HE goals and policies.

- Encourage Development of Affordable Housing (policy affirmation): The City affirms a policy of assisting housing development in order to provide for a range of housing choices.
- Priority Water and Sewer Service (policy affirmation): Should prioritization of water and sewer service for new development become necessary, the City shall grant priority to proposed developments that include housing units affordable to lower-income households.
- Governmental Constraints Study: The City shall monitor local government constraints on the housing development process.
- Housing for Developmentally Disabled and Other Supportive Needs Groups (policy affirmation): The City affirms a policy of promoting equal housing opportunities, including housing for developmentally disabled, other supportive housing groups, and extremely low-income households.
- Housing for Agricultural Employees (Zoning Code amendment): The City will prepare zoning amendments to reflect the existing preemption of Health and Safety Code § 17021.5(b) allowing housing for agricultural employees as a normal agricultural use.
- Encourage Opportunities for Development of Emergency Shelters (Zoning Code amendment – MXU District): The City will prepare a zoning amendment to the Mixed-Use zoning district reducing the parking requirements to maximize the potential development for emergency shelter uses.
- Residential Project Density Bonus (Zoning Code Amendment): The City will amend the Zoning Code to comply with Government Code § 65915, to equally provide for density bonuses in all zoning districts where residential uses are permitted.
- Priority Application Review: The City will prioritize staff resources for development application review (e.g. subdivision, site plan, conditional use, rezoning etc.) involving any of the following housing categories: above-moderate-income households; very low-income households; large families; persons with disabilities or developmental disabilities; and farmworkers.
- Fast-Track Permit Processing: The City will prioritize staff resources for non-discretionary permit review (e.g. building, plan check, and encroachment permits) involving any of the following housing categories: above-moderate-income households; very low-income households; large families, persons with disabilities or developmental disabilities; and farmworkers.
- Annual Zoning Code Review: The City shall review the Zoning Code annually for applicability with updated State and Federal Standards. This program will review Residential Development Standards and remove and revise constraints as appropriate.
- Low Barrier Navigation Centers: The City shall review and amend the Zoning Code as necessary to comply with recent state law requirements for Low Barrier Navigation Centers, so that these uses are considered a permitted use by right in areas zoned for mixed use and in nonresidential zones permitting multifamily uses if it meets specified requirements.
- Streamlined Ministerial Approval Process: The City shall review and amend the Zoning Code as necessary to comply with recent state law requirements for Streamlined Ministerial Approval Processes.
- Single Room Occupancy (SRO) Units: The City shall review and amend the Zoning Code to accommodate SRO units without kitchens, in zoning districts permitting multifamily residential units.
- Accessory Dwelling Units (ADUs): The City shall review and amend the Zoning Code to integrate all applicable recently adopted state legislation pertaining to ADUs.
- Supportive Housing (AB 2162 Compliance): The City shall review and amend the Zoning Code to integrate all applicable provisions of AB 2162 pertaining to supportive housing.
- Code Enforcement: The City shall enforce zoning and building codes related to housing maintenance and residential overcrowding, particularly focusing on code violations that represent dangers to life, health, or safety.

- **Housing Rehabilitation:** The City shall actively seek and encourage rehabilitation of housing units, utilizing various programs and community partnerships.
- **Design and Development Standards:** The City shall encourage design and development standards during the review of planning and zoning applications that would conserve and/or improve existing affordable housing development.
- **Fair Housing Law Training:** The City will train staff in the fundamentals of fair housing law.
- **Fair Housing Ombudsman:** The City will establish a fair housing ombudsman (bilingual and fluent in Spanish) to coordinate city awareness and response to fair housing issues and complaints.
- **Fair Housing Policy:** The City shall develop an administrative policy for receiving and addressing housing discrimination complaints in accordance with fair housing law.
- **Fair Housing Information:** The City will develop and publish information regarding fair housing law, policy, and practices.
- **ADA Compliance Coordination:** The City will improve compliance with ADA in housing activities.
- **Reasonable Accommodations Process:** The City will provide information on its web site for the process to seek reasonable accommodations to zoning code requirements, in order to promote housing accessibility for persons with disabilities.
- **Housing for Developmentally Disabled Persons:** The City will coordinate housing activities and outreach with the Central Valley Regional Center and encourage housing providers to designate a portion of new affordable housing developments for persons with disabilities, especially persons with developmental disabilities.
- **At-Risk Housing Unit Inventory:** The City will monitor and reevaluate the potential for at-risk housing units.
- **Preserve At-Risk Housing Units:** Work with owners of at-risk housing units to identify and secure replacement funding to maintain project affordability or to defer conversion of such units to non-affordable status.
- **Design and Infrastructure Assistance:** The City will provide assistance for project design and infrastructure improvements for infill housing development and/or redevelopment projects; or housing development projects that promote land or energy conservation.
- **Infill Infrastructure Improvement:** The City will prioritize housing infrastructure assistance for development projects which improve the infrastructure connectivity and/or capacity in infill areas; or housing development projects that promote land or energy conservation.

Add a new Environmental Justice (EJ) Element and corresponding minor amendments to the Community Development Element pertaining to disadvantaged communities, within a single combined / integrated new element.

The proposed amendment identifies five “disadvantaged communities,” generally described as inhabited low-income areas within the Lindsay Sphere of Influence (SOI), and more specifically as:

- Area 1: Fir Street, West of Road 214
- Area 2: The Page-Moore Tract, north of Tulare Road and west of Foothill Avenue
- Area 3: West of Road 224, south of Fir Street
- Area 4: West of Foothill Avenue, between Roads 224 and 220
- Area 5: Between Road 220 and Orange Belt Avenue, south of Avenue 220

The proposed Element provides goals, policies, and objectives intended to:

- Reduce pollution exposure in disadvantaged communities
- Promote improved public facility access to disadvantaged communities
- Improve community access to fresh and healthy food
- Improve housing maintenance in disadvantaged communities
- Improve pedestrian and bicycle networks
- Encourage other means of physical activity in addition to walking and bicycling

- Maximize and leverage strategic investments in parks and recreational facilities, to encourage greater physical activity for residents
- Improve and promote civil engagement in the creation and implementation of City policies and programs
- Improve the underlying storm drainage system deficiencies in the general area of the Page-Moore Tract

These goals, policies, and objectives specifically apply to the five identified disadvantaged communities but will likely have ancillary positive benefits to properties located in the City limits and unincorporated lands in the SOI.

The following Environmental Justice Element programs could potentially affect properties generally located within the project area, and specifically located in the five disadvantaged communities.

Summary of Proposed Programs

- The City shall actively participate in regional policy discussions involving pollution in general, and agricultural pollution in specific.
- The City will verify that County planning and development projects within the Lindsay SOI are being correctly referred to the City for comment consistent with state law.
- The City will provide timely written comment on County project referrals that have potential impacts on pollution, including agricultural pollution.
- The City shall encourage land use and transportation decisions that minimize adverse contributions to regional air quality problems.
- The City shall refer projects for review and comment by the SJVACP as required by CEQA.
- The City shall consider facility convenience to disadvantaged communities during the review and evaluation of facility expansion, replacement, and construction.
- Public facility expansion, replacement, and construction decisions shall evaluate facility convenience to maximum number of residents served.
- Encourage the long-term development of a balanced park, recreation, and open space system that maximizes resident access.
- Apply resources to meet parks, recreation, and open space needs in underserved areas of the City that have a demonstrably greater need for these amenities.
- Promote nutrition education and access to healthy foods.
- Support the development of new retail venues that sell local, fresh produce.
- Support implementation of the LUSD Wellness Policy, in support of strong nutritional standards for school meal programs and limitations on vending machines and sugar sweetened beverages.
- Review and revise zoning restrictions to encourage the establishment of community gardens in appropriate locations.
- Where possible through zoning regulation and enforcement, restrict approvals of new liquor and convenience stores in areas with an existing high concentration of such stores.
- Promote and improve the quality of residential properties by pursuing compliance with housing and property maintenance standards.
- Refer residents to non-profit organizations and other community resources that may assist in the repair, rehabilitation, and improvement of residential structures.
- Explore options and resources to demolish and replace structures which are dilapidated and beyond repair.
- Prioritize property maintenance resources for disadvantaged communities and nearby areas.
- Create a public brochure and online content outlining major property maintenance codes and procedures.

- Create a property maintenance and code violation reporting portal on the City’s web site.
- Balance the needs of pedestrians and cyclists with the needs of motor vehicles in transportation network decisions.
- Private development on street frontages that do not currently include sidewalks will be required to install sidewalks in front of the property when new development occurs.
- Where feasible, bicycle lanes and other bicycle facilities will be included as part of street improvement projects.
- Provide and/or improve safe pedestrian crossings at intersections with arterial and collector roads.
- Enhance pedestrian safety by completing sidewalks, identifying areas for crosswalks and signaling, and prioritizing the funding, construction, and maintenance of safe routes to schools, parks, and public facilities.
- Create a Safe Routes to School plan in partnership with LUSD. Prioritize improvements that will address the greatest quantifiable safety hazards.
- Improve bicycle safety by creating well-defined bicycle lanes, working with LUSD to educate children about safe cycling practices, and providing information about safe routes to school.
- Improve unsafe and unattractive pedestrian areas, as resources become available. The City will promote streets as public, pedestrian oriented places through the appropriate placement of new buildings and parking areas.
- Allow sufficient pedestrian cross times, particularly for the elderly and strollers, when setting traffic light timing.
- Seek resident involvement and feedback to create recreation programming that is relevant to a broad spectrum of community members.
- Use recreation programming to promote physical activity, healthy eating, and other healthy lifestyle habits.
- Leverage partnerships, joint use agreements, private facilities, outside funding, and community volunteers to improve and expand parks and recreation opportunities.
- Maintain the joint use agreement with LUSD and look for additional opportunities to partner in expanding resident access to shared facilities.
- Encourage the development of private and commercial recreation facilities.
- Seek agreements and joint ventures with private entities to provide recreation facilities and activities.
- Pursue support from federal, state, and private sources to assist with acquisition, design, and construction of parks and recreation facilities.
- Promote a sense of community responsibility for maintaining and improving the parks and recreation system, and offer ways for individuals, groups, and businesses to invest time and resources in that effort.
- Collaborate with other providers to expand therapeutic recreation programs for residents with special needs.
- Identify “community ambassadors” – those persons who enjoy significant social connection and awareness of the needs of resident sub-communities.
- Convene discussions with community ambassadors to understand communication gaps and opportunities in the public policy process.
- Identify how residents may actively participate in the public policy process.
- Publish major City program and service information in Spanish where possible.
- Evaluate and deploy emerging civil engagement methods and technologies.
- Enforce minimum base flood elevations at time of building permit application.
- Complete curb and gutter improvements to allow proper flow of normal storm event runoff into the existing storm drain collection system, thus reducing potential for minor flood events.

- Upsize select existing storm drain collection piping.

The project would not rezone or change the land use restrictions applicable to any specific property. However, the project would provide policy guidance that may guide, direct, or inform future land use, development, redevelopment, public facility, regulatory, and infrastructure decisions. The specific nature of these potential future actions cannot be predicted and are entirely speculative for the purposes of this Initial Study.

9. Surrounding land uses and setting: Urbanized lands (residential, commercial, industrial, etc.) generally located within the City limits, and rural residential and agricultural lands generally located outside of the City limits.

10. Other public agencies whose approval is required: California Department of Housing and Community Development (for the HE).

Environmental Factors Potentially Affected

The project is a policy-level document. It does not include site specific designs or proposals that would enable an accurate assessment of potential site-specific impacts. Given the generalized policy nature of the project, discussion of impacts areas in this Initial Study are generalized. Where quantifiable impacts may be anticipated, they are provided. It should be clearly noted that future case-by-case review of future projects will be necessary to assess the potential for project specific environmental impacts, consistency with State and Federal regulations, and adherence to General Plan goals, objectives and policies. Adherence to normal project review requirements would reduce foreseeable potential impacts to a *less-than-significant* level. The project is consistent with the long-term goals and policies of the Lindsay General Plan, and the findings of the General Plan Final Environmental Impact Report (FEIR) (SCH# 89080714). The project would have no impacts, or less than significant impacts, on the identified environmental impact areas discussed above.

Although the project identifies an assigned growth *need* of 422 additional housing units within the City from 2019 through 2023, the project is a policy level document designed to guide the City in future planning through the year 2023. The number of units proposed for construction by the HE can be accommodated within the existing city limits and under the current General Plan designations. The information provided in this Initial Study demonstrates that the implementation of the City's standard policies and codes, along with adhering to environmental review procedures where applicable, would reduce potential impacts to a level that is less-than-significant.

The project would facilitate residential development anticipated by the General Plan, and introduce policies to provide beneficial environmental justice programs, projects, and services to disadvantaged communities in accordance with state law. The project contains policies and programs rather than ordinance amendments or specific geographically identifiable or quantifiable projects. While the HE identifies an assigned growth need of 422 additional housing units within the City, *actual* development will likely be less due to development trends and market conditions.

Actual future development anticipated by this policy document could increase the amount of traffic on local roadways, emission of pollutants and particulate matter, generate noise within the project limits, and impact the provision of public services. Without the exact number of units to be constructed or specific details regarding each project, the effects on the environment, either directly or indirectly, are impossible to determine with any precision. Through the City's normal environmental review process, future development projects would be evaluated individually for specifically identifiable potential impacts. Where needed, appropriate mitigation measures would reduce potential impacts to a level that is less-than significant. Therefore, the impact would be considered less-than-significant.

Environmental Impact Determination

On the basis of the attached Initial Study, the City finds that the project will not result in a significant effect on the environment. The project does not exceed environmental impacts anticipated and mitigated by the FEIR. Further, the City finds that natural resources subject to the jurisdiction of a responsible or trustee agency will not be affected by the project; this environmental review is not be subject to a 30-day public review under Public Resources Code § 15073(d). A 20-day public review period as provided by § 15073(a) applies.

Mitigation Measures and Mitigation Monitoring Program

None Required.

Additional Information

Project application materials are available for public review at the City of Lindsay Planning and Economic Development Department, 251 E Honolulu, Lindsay, California. The project planner may be contacted at (559) 562-7102 x 8040 (phone), (559) 562-7139 (fax), or engineering@lindsay.ca.us (e-mail).

November 7, 2019

Date Prepared

Director of City Services and Planning Mike Camarena

Initial Study Prepared By

INITIAL STUDY

Note: the following initial study provides content required by CEQA Guidelines section 15063(d). Throughout the document, items previously discussed may not be repeated, in order to avoid repetition.

Environmental Setting: The project area is comprised of the entire planning area of the Lindsay General Plan.

Consistency with Existing Zoning, Plans, and Other Land Use Controls: The project is consistent with the policies, objectives, and standards of the Lindsay General Plan. Project goals, policies, implementation programs, and quantified objectives are consistent with the General Plan land area, land use policies, growth projections, transportation, and infrastructure projections. The project would amend the existing Housing Element, largely in response to increase state law mandates related to homelessness and affordable housing. The project proposes no change to the General Plan with respect to:

- Growth projections
- Population density
- Planning boundaries
- Land use designations
- Standards of building intensity
- General plan goals, policies, or standards
- Development regulations
- Urban service plans

The project finds sufficient residentially developable land within the existing city limits consistent with existing General Plan land use designations to meet projected housing needs through the year 2023. As a result, project initiatives will not require, or result in, modification of City planning boundaries. Consequently, project initiatives will not require amendment of the General Plan Land Use Element or any other development regulation designed to implement the General Plan (other than those regulations pertaining to housing as identified in the project description, which are in direct response to new state law requirements).

Environmental Effects / Scope of this Analysis

This analysis includes the following levels of potential environmental impact: Potentially Significant Impact; Less Than Significant with Mitigation; Less Than Significant Impact; and No Impact. All following potential impact areas are determined to be “no impact” unless specified otherwise. Explanations of impact areas follow each checklist section. The following analysis focuses on new impacts that may clearly and directly result from or apply to proposed project, and generally does not address impacts that were previously assumed, discussed, or considered in the FEIR, which assumed development of the project area. This Initial Study uses the terms “project site” and “project area” interchangeably, which are defined as all lands located within the existing Lindsay General Plan area. The terms “City” and “Lindsay” shall mean the City of Lindsay. The term “General Plan” shall include General Plan FEIR.

Environmental Checklist and Discussion

I. AESTHETICS -- Would the project:

- a) Have a substantial adverse effect on a scenic vista?
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific aesthetic impacts.

Such considerations include variables that cannot be evaluated at this time, including project size, unit count, location, and site design. The project involves no known additional impacts to aesthetics that were not considered by the FEIR.

II. AGRICULTURE RESOURCES -- Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code § 12220(g)), timberland (as defined by Public Resources Code § 4526), or timberland zoned Timberland Production (as defined by Government Code § 51104(g))?
- d) Result in the loss of forest land or conversion of forest land to non-forest use?
- 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?

The project would result in increased development and related impacts to agricultural resources, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. The project would support efficient and compact land use development focused on urbanized, non-agricultural lands. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts on agricultural resources. Such considerations include variables that cannot be evaluated at this time. The project involves no known additional impacts to agricultural resources that were not considered by the FEIR.

III. AIR QUALITY -- Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- 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)?
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

The project area is located within the San Joaquin Valley Air Pollution Control District. The area is in non-attainment for the following pollutant categories: PM2.5 and 8-hour ozone. The project could increase area traffic and vehicle emissions, consistent with or less than anticipated by the FEIR. The FEIR found that growth consistent with the plan would result in significant air quality impacts and included mitigation measures for projects consistent with the General Plan land use designations. These mitigation measures include intersection widening and installing additional lanes at major intersections. It should be noted that since the adoption of the FEIR, the City has made significant progress mitigating emissions by: 1) road shoulder stabilization and sidewalk installation; 2) purchase of a PM10 street sweeper; 3) conversion of City vehicles to LEV, ULEV, or ZLEV emission standards; and 4) efficient, infill development practices that have encouraged relatively higher density development outcomes that reduce the need for single-trip auto generation. The project will likely result in the construction of 100 fewer dwelling units than originally anticipated under the FEIR, and thus will not violate any air quality standard or contribute to an existing or projected air quality violation.

**Housing Development Estimates
General Plan FEIR vs. 2019 Housing Element**

2019 Projection	Citywide Housing Units
General Plan FEIR	3,928
Housing Element	3,828
Difference	-100

Sources: 1989 Lindsay General Plan and FEIR. 2019 Draft HE, identified 3468 existing units in 2018 + [32 unit/year average construction rate (2014-2018) x 10 (years of HE term)]. The EJ project component is not anticipated to impact housing development.

The project in itself would not disrupt implementation of the Air District's air quality plan. The project will not violate an air quality standard or contribute substantially to an existing or projected air quality violation. The San Joaquin Valley region is already at non-attainment status for air quality related to PM 2.5 dust and 8 Hour Ozone standards. The project area was evaluated in the FEIR for development, and air quality impacts resulting from future development were generally assumed.

The project would not, in itself, directly impact air quality, since the project is a policy level document. Air quality impacts of subsequent development projects are speculative at this point and cannot be quantified until site-specific project environmental review is conducted. Typically, future development will entail subsequent individual review by the SJVAPCD and standard air district mitigation measures (e.g., fugitive dust control, fireplace restrictions, etc.).

Implementation of the mitigation measures adopted in the General Plan goals and policies will reduce air emission impacts. Because the buildout projected by the HE would be less than projected by the FEIR, the conclusions of the FEIR are valid and applicable to the HE. The HE anticipates the need for 422 additional housing units in the City from 2019 through the year 2023. However, given recent development trends, it is anticipated that only 160 new units will be constructed during the plan period (through 2023).

Due to the policy-level nature of the project, it is premature and speculative to assess specific impacts related to: altering air movement, moisture, or temperature; change in climate; or the creation of objectionable odors. The project involves no known additional impacts to air quality that were not considered by the FEIR.

IV. 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 Game or U.S. Fish and Wildlife Service?
- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?
- c) Have a substantial adverse effect on federally protected wetlands as defined by § 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?
- 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?
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- 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?

The project area and adjoining urbanized areas have no specifically identified biological resources that would be impacted by the proposed project. The project would not conflict with any local policies or ordinances protecting biological resources, since there are no such policies or ordinances. The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, since none apply to the project site or adjacent areas. The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts on biological resources. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts to biological resources that were not considered by the FEIR.

V. CULTURAL RESOURCES -- Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?
- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- d) Disturb any human remains, including those interred outside of formal cemeteries?

The project would have no impact on identified cultural resources. The project area has no known paleontological, archaeological, historical, unique ethnic cultural, religious, or sacred significance or value. The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts on cultural resources. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts to cultural resources that were not considered by the FEIR.

VI. 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?
 - ii) Strong seismic ground shaking?
 - iii) Seismic-related ground failure, including liquefaction?
 - iv) Landslides?
- b) Result in substantial soil erosion or loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- 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?
- e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts related to geology and soils. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts to geology and soils that were not considered by the FEIR.

VII. GREENHOUSE GAS EMISSIONS -- Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts related to greenhouse gas emissions. Such considerations include variables that cannot be evaluated at this time, including project size, unit count, location, and site design.

VIII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- 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?
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

- 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?
- 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?
- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- 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?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts related to hazards and hazardous materials. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts related to hazards and hazardous materials that were not considered by the FEIR.

IX. HYDROLOGY AND WATER QUALITY -- Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- 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 which would not support existing land uses or planned uses for which permits have been granted)?
- 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 which would result in substantial erosion or siltation on- or offsite?
- 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 which would result in flooding on- or off-site?
- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
- f) Otherwise substantially degrade water quality?
- 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?
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?
- 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?
- j) Inundation by seiche, tsunami, or mudflow?

The project would not violate water quality or discharge standards. The project will not substantially deplete groundwater supplies in the project vicinity. Groundwater supplies were evaluated in the FEIR. The net increased water demand would, however, be much less, since the existing agricultural use of the undeveloped rural lands require significant amounts of groundwater for crop irrigation. The net increased project water demand would be within the water supply and treatment capabilities of the City. City domestic water supplies are provided by the Friant-Kern canal, and by limited supplemental groundwater well production at several locations throughout the Lindsay area (used for limited time periods when canal water is unavailable due to canal maintenance). Since future development of the project area would require connection to the City water system (which is primarily serviced by canal water, not well water), the project may actually have a beneficial impact relative to the production rate of pre-existing nearby wells. However, this effect is speculative and cannot be quantified at this point. New construction and landscape irrigation systems will be subject to water conservation design and equipment as required by law.

The subject territory has an elevation ranging from 370 to 445 feet above sea level, with a slight downwards slope to the northwest. The project area is located downstream equidistant to Lake Kaweah and Lake Success.

Recently completed dam structure improvements to the Lake Kaweah dam raised the potential holding capacity at the lake by 21 feet, and similar improvements are currently under construction at Lake Success. These improvements will greatly reduce the potential of downstream flooding due to peak storm events. In the unlikely event of dam breach, floodwaters from either lake could not likely reach the Lindsay area, per inundation maps created by Tulare County RMA. The project would not result in any additional exposure of people or structures to a significant risk of loss, injury or death involving flooding resulting from a dam or levee breach. The project site is not located in an area subject to seiche, tsunami, or mudflow hazards.

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts related to hydrology and water quality. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts to hydrology and water quality that were not considered by the FEIR.

X. LAND USE AND PLANNING - Would the project:

- a) Physically divide an established community?
- 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?
- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

The project would not divide an established community, but would be contiguous to a developed, urbanized area. The project is consistent with the adopted land use plans of the City. The project will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating environmental effects. There is no known habitat conservation plan or natural community conservation plan that includes the project site, so the project would therefore have no impact on such plans.

The project would result in increased development and related impacts, consistent with existing adopted General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific land use and planning impacts. Such considerations include variables that cannot be evaluated at this time, including building size, density, location, and site design.

XI. 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?
- 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?

There are no known mineral resources or mineral resource recovery sites on or adjacent to the project site. The project will have no impact on mineral resources. The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific impacts on mineral resources. Such considerations include variables that cannot be evaluated at this time, including building size, location, and site design. The project involves no known additional impacts to mineral resources that were not considered by the FEIR.

XII. NOISE -- Would the project result in:

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?
- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?
- 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?
- f) For a project 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 located within an airport land use plan area or within two miles of a public or public use airport, nor is it located in the vicinity of a private airstrip. The project would therefore not expose persons to excessive airport/airplane noise levels. The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site-specific noise impacts. Such considerations include variables that cannot be evaluated at this time, including location and site design. The project involves no known additional impacts related to noise that were not considered by the FEIR.

XIII. 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)?
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The project would not induce substantial population growth beyond that addressed in the FEIR. The project would not displace substantial numbers of housing or people.

XIV. PUBLIC SERVICES

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 other performance objectives for any of the following public services:

- Fire protection?
- Police protection?
- Schools?
- Parks?
- Other public facilities?

The project would not increase the need for fire and police protection and other governmental services for the project area beyond that addressed in the FEIR.

XV. RECREATION

- a) 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?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site and project-specific impacts on recreation resources. Such considerations include variables that cannot be evaluated at this time, including project size, location, and site design. The project involves no known additional impacts related to recreation that were not considered by the FEIR.

XVI. TRANSPORTATION/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?
- 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?
- 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?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- 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?

The project would result in increased development and impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site and project-specific transportation and traffic impacts. Such considerations include variables that cannot be evaluated at this time, including project size, density, unit count, location, and site design. The project involves no known additional impacts to transportation and/or traffic that were not considered by the FEIR.

XVII. UTILITIES AND SERVICE SYSTEMS -- Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- 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?
- c) 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?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with federal, state, and local statutes and regulations related to solid waste?

The project would result in increased development and related impacts, consistent with General Plan land use policies. The project would encourage housing development within areas already designated by the General Plan for residential development. Because the project is a policy level document, it does not include site specific designs or proposals that would enable an assessment of potential site and project-specific impacts on utilities and service systems. Such considerations include variables that cannot be evaluated at this time, including project size, unit count, location, and site design. The project involves no known additional impacts to utilities and service systems that were not considered by the FEIR.

XVIII. 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, 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?
- b) Does the project have impacts that are individually limited, but cumulatively considerable?
- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Based on the findings discussed in this Initial Study, the following findings may be made:

- The project would have no known potential impacts on biotic or historical resources
- The project would have no known cumulatively considerable impacts (beyond those considered in the FEIR)
- The project has no known potential for substantial adverse effects on human beings

RESOLUTION NO. 19-62
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY
ADOPTING A NEGATIVE DECLARATION,
AND APPROVING AMENDMENTS TO THE LINDAY GENERAL PLAN,
CONSISTING OF THE HOUSING ELEMENT AND THE ENVIRONMENTAL JUSTICE
ELEMENT

WHEREAS, state law requires cities and counties to prepare and adopt a General Plan to guide the future growth and development; and

WHEREAS, a General Plan must contain certain elements, including:

- A) A Housing Element pursuant to Government Code §65580-65589.8, which sets forth goals, policies and programs to encourage the development of housing for all income groups and persons with special needs; and
- B) An Environmental Justice Element pursuant to Government Code §65302, to address needs of disadvantaged communities and to provide related content in the Land Use Element.

WHEREAS, the project is comprised of revisions to the Housing Element and a new Environmental Justice Element that integrates state-mandated land use content; and

WHEREAS, state law requires that cities comprehensively update their General Plan Housing Elements; and

WHEREAS, the City adopted its existing Housing Element on April 20, 2017, covering the time period of 2015 through 2019; and

WHEREAS, the State Department of Housing and Community Development (HCD), has required an accelerated Housing Element revision cycle, covering the years 2019 through 2013, since the 2015-2019 Element was adopted after the state-mandated 2015 deadline; and

WHEREAS, the City has forwarded the draft Housing Element to HCD for review pursuant to state law; and

WHEREAS, HCD provided the City with required revisions to the draft Housing Element which are necessary for final certification; and

WHEREAS, the project incorporates all necessary revisions as specified by HCD; and

WHEREAS, the City has conducted an Initial Study on the proposed project consistent with the requirements of the California Environmental Quality Act (CEQA); said study concluded that the project would have no significant environmental effects on the environment; and

WHEREAS, a Negative Declaration was prepared and duly noticed for public review and comment between November 12, 2019 and December 6, 2019; and

WHEREAS, on December 10, 2019, the City Council conducted a duly noticed public hearing to consider the project, Initial Study and Negative Declaration, staff report, and written comments and oral testimony; and

WHEREAS, all evidence of records, the project, staff reports, correspondence, the Initial Study and Negative Declaration are on file in the offices of the City of Lindsay; and

WHEREAS, the City Council finds that adoption of the project is consistent with and furthers the goals and objectives of the Lindsay General Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lindsay that:

- A. In its independent judgment, on the basis of the whole record, there is no substantial evidence that the project will have a significant effect on the environment; the project is consistent with the provisions of CEQA; and the Council hereby certifies said Negative Declaration.
- B. The Lindsay General Plan is hereby amended, to include revisions to the Housing Element and a new Environmental Justice Element, as discussed and described in the staff report.
- C. The City Manager is hereby directed to forward the amended Housing Element to HCD for certification, and to area utility suppliers as mandated by state law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 10th day of December 2019.

CITY COUNCIL OF THE CITY OF LINDSAY

Pamela Kimball, Mayor

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
AGENDA #: 6
FROM: Bret Harmon, Interim City Manager

Discussion of Proposed Increase in Councilmember and Mayor Salaries

ACTION	Discuss and determine salaries for consideration in Ordinance
PURPOSE	<input type="checkbox"/> Statutory/Contractual Requirement <input type="checkbox"/> Council Vision/Priority <input checked="" type="checkbox"/> Discretionary Action <input type="checkbox"/> Plan Implementation
OBJECTIVE(S)	<input type="checkbox"/> Live in a safe, clean, comfortable and healthy environment. <input type="checkbox"/> Increase our keen sense of identity in a connected and involved community. <input type="checkbox"/> Nurture attractive residential neighborhoods and business districts. <input type="checkbox"/> Dedicate resources to retain a friendly, small-town atmosphere. <input type="checkbox"/> Stimulate, attract and retain local businesses. <input type="checkbox"/> Advance economic diversity. <input type="checkbox"/> Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff does not have a recommendation for this item.

BACKGROUND | ANALYSIS

Section 3.05 of the City Charter states:

The City Council may determine the annual salary of the Mayor and Councilmembers by ordinance, but no ordinance increasing such salary shall become effective until the date of the commencement of the terms of Councilmembers elected at the next regular election. The Mayor and Councilmembers shall receive their actual and necessary expenses incurred in the performance of their duties of office.

Ordinance 293 in 1966 updated compensation rates. The current salary for councilmembers is \$50 per month. The current salary for mayor is \$75 per month.

During the time for requesting future agenda items at the November 26, 2019 City Council meeting, Councilmember Flores made a motion to place an agenda item on the December 10, 2019 council meeting to discuss an increase in salary for all council members. Her motion received the necessary support to be placed on the agenda.

The December 10, 2019 council meeting is a time to discuss new salary amount. Staff take Council direction to prepare an ordinance for public hearing at the January 14, 2020 Council meeting.

Table 1. Council Salary provides information Council may find helpful in determining the salary it wishes to present in the new ordinance.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
 DATE: December 10, 2019
 AGENDA #: 6
 FROM: Bret Harmon, Interim City Manager

Table 1. Council Salary

Councilmember: Monthly Salary	Mayor: Monthly Salary	Council: Total per Month	Council: Total per Year
\$50	\$75	\$275	\$3,300
75	100	400	4,800
100	125	525	6,300
125	150	650	7,800
150	175	775	9,300
175	200	900	10,800
200	225	1,025	12,300
225	250	1,150	13,800
250	275	1,275	15,300
275	300	1,400	16,800
300	325	1,525	18,300
325	350	1,650	19,800
350	375	1,775	21,300

The highlighted row is the current salary.

ALTERNATIVES

- Select a new salary and direct staff to prepare and properly notice ordinance
- Do not make a change.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The financial impact on City resources depends on the incremental change selected by Council. Staff will allocate resources to accommodate the change.

ENVIRONMENTAL REVIEW

- Not required by CEQA
 If required by CEQA:

POLICY ISSUES

- No policy issues
 Policy issues: City Charter requires an ordinance to make a change.

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach:

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: December 10, 2019
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ATTACHMENTS

- None