# LINDSAY CITY COUNCIL
# REGULAR MEETING AGENDA

**September 10, 2024, 6:00 P.M.**
City Hall, 251 E. Honolulu St., Lindsay, CA 93247



Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, September 10, 2024 at 6:00 p.m. in person and live via YouTube.

**City of Lindsay YouTube Channel:** https://www.youtube.com/@CityofLindsay

Se anima a los hispanohablantes a asistir a las próximas reuniones del Concejo Municipal de Lindsay. Para traducción al español, comuníquese con la oficina de la Secretaria Municipal por teléfono, (559) 562-7102 ext. 8034, o regístrese unos minutos antes en el momento de la reunión del Consejo.

**Rules for Addressing the City Council:**

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

**Americans with Disabilities Act**

Pursuant to the Americans with Disabilities Act, persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at mpeton@lindsay.ca.us.

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE AND INVOCATION –** The pledge of allegiance to be led by Councilmember Cerros.

**4. APPROVAL OF AGENDA**

**5. EXECUTIVE (CLOSED) SESSION**

**5.1 Conference with Legal Counsel – Anticipated Litigation**
Significant Exposure to Litigation
Pursuant to § 54956.9(b): 1 Case

**5.2 Conference with Labor Negotiators**
Pursuant to Cal Gov. Code § 54957.6
Agency Designated Representatives: Lacy Meneses, Daymon Qualls, Mario Zamora
Employee Organizations: Mid-Management Group, LPOA, SEIU, LCPFA

**6. PUBLIC COMMENT –** The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes;

however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

**7. COUNCIL REPORT**

**8. CITY MANAGER REPORT**

**8.1 Introduction of Director of Public Safety, Robert Moore**

**9. STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, Recreation Services

**10. PRESENTATIONS**

**10.1 Recreation Updates**
**Presented by:** Armando da Silva, Director of Recreation Services

**11. CONSENT CALENDAR –** Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

**11.1 Waive the Reading of Ordinance and Approve by Title Only.**
**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances we waived.
**Submitted by:** Maegan Peton, City Clerk

**11.2 Minutes of the Regular and/or Special Meeting of August 27, 2024.**
**Action & Recommendation:** Approve as submitted.
**Submitted by:** Maegan Peton, City Clerk

**11.3 Warrant List for August 19, 2024 Through September 1, 2024.**
**Action & Recommendation:** Accept the Warrant List for transactions dated August 19, 2024, through September 1, 2024.
**Submitted by:** Lacy Meneses, Director of Finance

**11.4 August 2024 Monthly Treasurer's Report.**
**Action & Recommendation:** Accept the August 2024 Monthly Treasurer's Report.
**Submitted by:** Lacy Meneses, Director of Finance

**12. ACTION ITEMS**

**12.1 Establishment of the Lindsay Economic Development Committee.**
**Action & Recommendation:** Adopt Resolution No. 24-31 formally creating the Lindsay Economic Development Committee and establishing the bylaws by which the Committee will adhere to.
**Submitted by:** Maegan Peton, City Clerk and Assistant to the City Manager

**12.2 Extraterritorial Sewer Connection for APN 202-144-004.**
**Action & Recommendation:** Approve Resolution No. 24-32, an Extraterritorial Sewer Connection for APN 202-144-004; and authorize the City Manager to execute the Extraterritorial Sewer Service agreement once all requirements are met.
**Submitted by:** Joseph Avina, Acting Director of City Services

**12.3 Award a Contract to American Ramp Company of Joplin, MO for Construction of the Lindsay City Park Skatepark Project.**
**Action & Recommendation:** Award and authorize the Mayor to sign a contract with American Ramp Company of Joplin, MO, in the amount of $147,334.50 for the construction of the Lindsay City Park Skatepark Project; and authorize a contingency amount of $14,733 (10%) for potential unforeseen conditions.
**Submitted by:** Armando da Silva, Direction of Recreation Services

**12.4 2024/2025 General Fund Budget Amendment.**
**Action & Recommendation:** Approve the City of Lindsay 2024/2025 General Fund Budget Amendment.
**Submitted by:** Lacy Meneses, Director of Finance

**12.5 Valencia & Linda Vista Dr. Rehabilitation Improvement Project Notice of Completion.**
**Action & Recommendation:** Accept the Valencia Street and Linda Vista Drive - Street, Sidewalk, and Drainage Improvements Project as complete; and direct the City Clerk to file a "Notice of Completion" with the County Recorder with the 1-year warranty period beginning upon recordation.
**Submitted by:** Joseph Avina, Acting Director of City Services

**12.6 Resolution 24-33 Tulare County Multi-Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D.**
**Action & Recommendation:** Approve Resolution No. 24-33, a Resolution of the City Council of the City of Lindsay adopting the Tulare County Multi Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D as requested by Federal Emergency Management Agency (FEMA) for non-mandatory compliance with Assembly Bill (AB) 2140.
**Submitted by:** Kira Stowell, Contract City Planner

## 13. PUBLIC HEARINGS

**13.1 Zone Change No. 24-01, Tentative Parcel Map No. 24-01, and Planned Unit Development No. 2024-01**
**Action & Recommendation:** Approve Resolution No. 24-34, a Resolution of the City Council of the City of Lindsay, to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for Zone Change No. 24-01, Tentative Parcel Map 24-01 "Hidden Oaks", and Planned Unit Development No. 24-01, and approve Zone Change No. 24-01 (ZC 24-01), Tentative Parcel Map No. 24-01 (TPM 24-01), and Planned Unit Development No. 24-01 (PUD 24-01); and introduce (first reading) Ordinance No. 614, an Ordinance of the City of Lindsay approving Zone Change No. 24-01.
**Submitted by:** Kira Stowell, Contract City Planner

## 14. REQUEST FOR FUTURE ITEMS

**15. ADJOURNMENT –** Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. 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. A 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 Deputy City Clerk at (559) 562-7102 x 8034. Notification 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.

**AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Linday's website (www.lindsay.ca.us).

DATE & TIME POSTED: Thursday, September 5, 2024 at 4:00 p.m.

Maegan Peton

Maegan Peton, City Clerk

# LINDSAY CITY COUNCIL
# REGULAR MEETING MINUTES

**Lindsay Council Chambers**
**251 E Honolulu St., Lindsay CA 93247**

**Tuesday, August 27, 2024**
**6:00 p.m. – Regular Meeting**

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch(zoom), City Clerk Maegan Peton, Acting Director of Public Safety Ryan Heinks, Director of Finance Lacy Meneses, City Services Manager Joseph Avina, and Director of Recreation Services Armando da Silva.

**6:00 p.m. – REGULAR MEETING**

## 1. CALL TO ORDER

Mayor Serna called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

## 2. ROLL CALL

**Council Present:** Mayor Serna
Mayor Pro Tem Yolanda Flores
Councilmember Hipolito Cerros
Councilmember Rosaena Sanchez
Councilmember Misty Villarreal

## 3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Councilmember Villarreal and an invocation was given by Pastor Josh Treadway of the Harvest Center.

## 4. APPROVAL OF AGENDA

It was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to approve the agenda.

## 5. PUBLIC COMMENT

Eric Coyne, representative from Senator Hurtado's office, provided legislative updates. Henry Villanueva encouraged City staff to revitalize the 9/11 mural.

## 6. COUNCIL REPORT

Councilmember Villarreal advised she attended the Bella Me Esthetics grand opening.

Mayor Pro Tem Flores advised she attend the East Kaweah Groundwater Sustainability Agency Meeting and provided a quick update thereto.

Councilmember Cerros advised he attended the Bella Me Esthetics grand opening and the Economic Development Committee meeting and there would be a report provided at a later date.

Councilmember Sanchez advised she had nothing to report.

Mayor Serna advised he attended the Visalia Rawhide baseball game, the Bella Me Esthetics grand opening, the Save the Children event, and a Kiwanis meeting.

## 7. CITY MANAGER REPORT

The City Manager reported on recent events and items of interest.

## 8. STAFF UPDATES

City staff provided updates for Council review.

## 9. CONSENT CALENDAR

It was motioned by Councilmember Cerros, seconded by Mayor Serna and unanimously carried to approve the items on the Consent Calendar as presented.

**9.1 Waive the Reading of Ordinance and Approve by Title Only.**
**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
**Submitted by:** Maegan Peton, City Clerk

**9.2 Minutes of the Regular and/or Special Meeting of August 13, 2024.**
**Action & Recommendation:** Approve as submitted.
**Submitted by:** Maegan Peton, City Clerk

**9.3 Warrant List for August 5, 2024 through August 18, 2024.**
**Action & Recommendation:** Accept the Warrant List for transaction dates of August 5, 2024 through August 18, 2024.
**Submitted by:** Lacy Meneses, Director of Finance

## 10. PUBLIC HEARINGS

**10.1 Conditional Use Permit 24-02 Recycling Collection Center.**
**Action & Recommendation:** Approve Resolution 24-29 approving Conditional Use Permit No. 24-02 for a recycling center at 455 N. Mirage (APN 205-220-007).
**Submitted by:** Kira Stowell, Senior Planner for QK, Inc.
**Public Hearing Open:** The Public Hearing opened at 6:34 p.m.
**Public Comment:** Public comment was provided by Henry Villanueva asking for staff to ensure the project is needed and Mercy Herrera who stated she supported a recycling center in its proposed location.
**Public Hearing Closed:** The Public Hearing closed at 6:36 p.m.
**Council Action:** It was motioned by Councilmember Villarreal, seconded by Mayor Pro Tem Flores, and carried 4 to 1 (Councilmember Cerros abstained) to approve the item as presented.

## 11. ACTION ITEMS

**11.1 Award Contract for the Construction of the Olive Bowl/Kaku Park Expansion – Phase 12 Project.**
**Action & Recommendation:** Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Unified Field Management Services of Bakersfield, CA in the amount of $7,798,767.55 for the construction of the City of Lindsay Olive Bowl/Kaku Park Expansion – Phase 1 Project; and authorize staff to value engineer the remaining phases of the project
**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc.
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Cerros, seconded by Mayor Serna, and unanimously carried to approve the item as presented.

**11.2 Purchase of a Prefabricated Restroom/Concession/Storage Building for the Olive Bowl/Kaku Park Renovation Project.**
**Action & Recommendation:** Approve the purchase of a 24 X 40 prefabricated restroom/concession/storage building from Structure Cast of Bakersfield, CA for $551,814 for the Olive Bowl/Kaku Park Renovation Project; and authorize the Mayor or Mayor Pro Tem to execute all related purchase documents.
**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc.
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to approve the item as presented.

**11.3 GameTime Grant Funding and Purchase of Playground Equipment.**
**Action & Recommendation:** Staff recommends that the City Council take the following actions:

1. **Acknowledge the Grant:** Formally acknowledge the receipt of the grant award, which will fund the purchase of recreational equipment from GameTime.
2. **Authorize the Purchase:** Authorize the City Manager to proceed with the purchase of the specified equipment through GameTime, in accordance with the grant terms.
3. **Waive the bidding requirements due to GameTime pricing through OMNIA –** a Public Sector Program and a State of California Leveraged Procurement Agreement No. 4-20-00-0092B

**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Cerros, seconded by Mayor Pro Tem Flores, and unanimously carried to acknowledge the grant; authorize the City Manager to proceed with the purchase of the specified equipment; and waive the bidding requirements due to GameTime pricing through Omnia.

**11.4 Award Contract for the Construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project.**
**Action & Recommendation:** Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, MAC General Engineering of Exeter, CA in the amount of $1,814,791.67 for construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project
**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Sanchez, seconded by Councilmember Villarreal, and unanimously carried to approve the item as presented.

**11.5 Extra Work Authorization for QK, Inc. for Construction Management Services.**
**Action & Recommendation:** Authorize the Mayor or Mayor Pro Tem to execute an Extra Work Authorization with the City's contract City Engineer firm QK, Inc., in an amount not to exceed $129,700 for construction management services for the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvement Project.
**Submitted by:** Joseph Avina, Acting Director of City Services
**Public Comment:** There were no public comments.

**Council Action:** It was motioned by Councilmember Sanchez, seconded by Councilmember Cerros, and unanimously carried to approve the item as presented.

**11.6 Award Contract for the Installation of a Programmable Logic Controller (PLC) System at the Water Treatment Plant and at the Canal Intake.**
**Action & Recommendation:** Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Telstar Instruments of Hanford, CA in the amount of $80,973 for installation of a Programmable Logic Controller (PLC) system at the Water Treatment Plant and at the canal intake
**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc.
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Sanchez, seconded by Mayor Pro Tem Flores, and unanimously carried to approve the item as presented.

**11.7 Annual Enterprise Pavement Impact Cost Reimbursement Study.**
**Action & Recommendation:** Accept and adopt the Annual Enterprise Pavement Impact Cost Reimbursement Study to take effect concurrently with the implementation of the new Water & Sewer Rates.
**Submitted by:** Neyba Amezcua, Principal Project Manager-QK, Inc.
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to approve the item as presented.

**11.8 2024 Water and Wastewater Rate Study and Discussion Regarding Initiation of Proposition 218 Process.**
**Action & Recommendation:** Staff recommends that the City Council take the following actions:

1. Receive the Water and Sewer Rate Draft Study Report prepared by Bartle Wells and Associates
2. Provide direction on the recommended rate adjustments for the Water Enterprise Fund
3. Provide direction on the recommended rate adjustments for the Wastewater Enterprise Fund
4. Authorize Resolution No. 24-30 setting a Proposition 218 Public Hearing date where the recommended rate adjustments will be considered for adoption
5. Authorize staff to send a Notice of Public Hearing to City of Lindsay water and wastewater customers

**Submitted by:** Lacy Meneses, Director of Finance
Neyba Amezcua, Principal Project Manager-QK, Inc.
Erik Helgeson, Bartle Wells Associates

**Public Comment:** There were no public comments.
**Council Action:** For action 1, it was motioned by Mayor Serna, seconded by Councilmember Sanchez, and unanimously carried to receive the Water and Sewer Rate Draft Study Report as presented.

For action 2, it was motioned by Councilmember Villarreal, seconded by Mayor Pro Tem Flores, and unanimously carried to move forward with option number two for the Water Enterprise Fund.

For action 3, it was motioned by Councilmember Cerros, seconded by Mayor Serna, and unanimously carried to move forward with option number two for the Wastewater Enterprise Fund.

For action 4, it was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to authorize Resolution No. 24-30 setting a Proposition 218 Public Hearing date where the recommended rate adjustments will be considered for adoption.

For action 5, it was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to authorize staff to send a Notice of Public Hearing to City of Lindsay Water and Wastewater customers.

**11.9 Designation of League of California Cities Voting Delegate and Alternate(s).**
**Action & Recommendation:** Designate a voting delegate and alternate(s) for the 2024 League of California Cities Annual Conference scheduled for October 16-18, 2024; and direct staff to submit the choice of delegates using the online submission portal.
**Submitted by:** Maegan Peton, City Clerk and Assistant to the City Manager
**Public Comment:** There were no public comments.
**Council Action:** It was motioned by Mayor Serna, seconded by Councilmember Sanchez, and unanimously carried to designate Councilmember Cerros as the voting delegate and Mayor Serna as the alternate for the Leage of California Cities Annual Conference General Assembly.

## 12. EXECUTIVE (CLOSED) SESSION

Council adjourned to closed session at 8:29 p.m.

**Public Employment**
Pursuant to Cal Gov. Code § 54957
Title: Director of Public Safety

**Conference with Legal Counsel – Existing Litigation**
Pursuant to Cal Gov. Code § 54956.9
City of Lindsay v. SQM North America, CASE NO. 1:11-cv-00046-DAD-EPG, Eastern District of California.

**Conference with Legal Counsel – Anticipated Litigation**
Significant Exposure to Litigation
Pursuant to § 54956.9(b): 1 Case

Council adjourned from closed session at 8:48 p.m.

**EXECUTIVE (CLOSED) SESSION REPORT**

City Attorney Megan Crouch advised there was no reportable action.

## 13. REQUEST FOR FUTURE ITEMS

Councilmember Cerros requested the Council consider an item for the City to establish a mobile app for the purpose of communication. There was no consensus to move forward with this item.

Councilmember Cerros requested the Council consider an item for a newsletter to be sent out and/or collaboration with the schools, for the purpose of communication. There was no consensus to move forward with the newsletter. Council provided consensus to discuss collaboration with the school district.

Councilmember Cerros requested the Council reconsider an item to move refuse charges from the tax roll to a month-to-month basis. There was no consensus to move forward with this item.

Councilmember Cerros requested that the minutes reflect more specifics on the Council Report section on the agenda and received consensus.

## 14. ADJOURNMENT

The regular meeting was adjourned at 8:53 p.m.

Approved by Council: September 10, 2024.

_____
Ramiro Serna, Mayor Pro Tem

ATTEST:

_____
Maegan Peton, City Clerk

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on* ***Click or tap to enter a date.****.*

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 11.3**
**Consent**

**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** Warrant List for August 19, 2024, Through September 1, 2024

## ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated August 19, 2024, through September 1, 2024.

## BACKGROUND | ANALYSIS

The warrant list for August 19, 2024, through September 1, 2024, is submitted for Council review and acceptance.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. Warrant List

Reviewed/Approved: _____

CITY OF LINDSAY | WARRANT LIST
TRANSACTION DATES: 8/19/2024 THROUGH 9/1/2024

| Check# | Fund | Date | Vendor # | Vendor Name | Description | Amount |
|---|---|---|---|---|---|---|
| **26589** | | | | | | **$1,080.84** |
| | 101 - GENERAL FUND | 08/27/24 | 4660 | CITY OF LINDSAY | DED:052 WELLNESS | 51.7 |
| | 101 - GENERAL FUND | 08/27/24 | 4660 | CITY OF LINDSAY | DED:CDBG CDBG PMT | 350 |
| | 101 - GENERAL FUND | 08/27/24 | 4660 | CITY OF LINDSAY | DED:L203 CDBG LOAN | 679.14 |
| **26590** | | | | | | **$423.37** |
| | 101 - GENERAL FUND | 08/27/24 | 3192 | SEIU LOCAL 521 | DED:COPE COPE SEIU | 2 |
| | 101 - GENERAL FUND | 08/27/24 | 3192 | SEIU LOCAL 521 | DED:DUES UNION DUES | 421.37 |
| **26591** | | | | | | **$6,209.83** |
| | 101 - GENERAL FUND | 08/27/24 | 6452 | GREAT-WEST TRUST | DED:0500 DEF COMP | 2059.49 |
| | 101 - GENERAL FUND | 08/27/24 | 6452 | GREAT-WEST TRUST | DED:0555 DC LOANPAY | 1115.45 |
| | 101 - GENERAL FUND | 08/27/24 | 6452 | GREAT-WEST TRUST | DED:151 DEFERCOMP | 2589.85 |
| | 101 - GENERAL FUND | 08/27/24 | 6452 | GREAT-WEST TRUST | DED:ROTH ROTH | 445.04 |
| **26592** | | | | | | **$23.10** |
| | 101 - GENERAL FUND | 08/27/24 | 2325 | LINDSAY PUBLIC SAFE | DED:LPOA LPOA DUES | 23.1 |
| **26593** | | | | | | **$73.82** |
| | 101 - GENERAL FUND | 08/27/24 | 6246 | MCDERMONT VENTURE I | DED:051 MCDERMONT | 73.82 |
| **26594** | | | | | | **$62.76** |
| | 101 - GENERAL FUND | 08/27/24 | 3042 | STATE DISBURSEMENT | DED:0512 CHILD SUPT | 62.76 |
| **26595** | | | | | | **$489.65** |
| | 101 - GENERAL FUND | 08/27/24 | 1498 | STATE OF CALIF FRAN | DED:0511 FTB - DEBT | 489.65 |
| **26596** | | | | | | **$329.08** |
| | 101 - GENERAL FUND | 08/27/24 | 1955 | TEAMSTERS LOCAL 856 | DED:0508 TEAMSTERS | 329.08 |
| **EDD82324** | | | | | | **$4,522.60** |
| | 101 - GENERAL FUND | 08/27/24 | 687 | STATE OF CALIFORNIA | EDD PRPD 8/23/2024 | 4522.6 |
| **IRS82324** | | | | | | **$34,535.71** |
| | 101 - GENERAL FUND | 08/27/24 | 2011 | INTERNAL REVENUE SE | 941 PRPD 8/23/24 | 12462.17 |
| | 101 - GENERAL FUND | 08/27/24 | 2011 | INTERNAL REVENUE SE | 941 PRPD 8/23/24 | 22073.54 |

| SUMMARY BY FUNDING SOURCE | |
|---|---|
| 101 - GENERAL FUND | 47,750.76 |
| 261 - GAS TAX FUND | - |
| 263 - TRANSPORTATION | - |
| 400 - WELLNESS CENTER | - |
| 552 - WATER | - |
| 553 - SEWER | - |
| 554 - REFUSE | - |
| 556 - VITA-PAKT | - |
| 600 - CAPITAL IMPROVEMENT | - |
| 700 - CDBG REVOLVING LN FUND | - |
| 720 - HOME REVOLVING LN FUND | - |
| 779 - 00-HOME-0487 | - |
| 781 - CAL HOME RLF | - |
| 883 - SIERRA VIEW ASSESSMENT | - |
| 884 - HERITAGE ASSESSMENT DIST | - |
| 886 - SAMOA | - |
| 887 - SWEETBRIER TOWNHOUSES | - |
| 888 - PARKSIDE | - |
| 889 - SIERRA VISTA ASSESSMENT | - |
| 890 - MAPLE VALLEY ASSESSMENT | - |
| 891 - PELOUS RANCH | - |
| **TOTAL** | **$47,750.76** |

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 11.4**
**Consent**

**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** August 2024 Monthly Treasurer's Report

## ACTION & RECOMMENDATION
Accept the August 2024 Monthly Treasurer's Report.

## BACKGROUND | ANALYSIS
The August 2024 Monthly Treasurer's Report is submitted for Council review and acceptance.

## FISCAL IMPACT
There is no fiscal impact associated with this action.

## ATTACHMENTS
1. August 2024 Treasurer's Report

Reviewed/Approved: _____

# Monthly Treasurer's Report

## August 31, 2023

## Cash Balances Classified by Depository

### CASH RESOURCES

| LOCATION | GL ACCOUNT # | TYPE | BALANCE |
|---|---|---|---|
| Cash Register Funds (City Hall & Wellness) | 100-102 | RES | $1,100 |
| Bank of the Sierra- Depository Account | 100-114 | GEN | 1,074,676 |
| Bank of the Sierra - Wellness Center | 100-500 | GEN | 516,435 |
| Bank of the Sierra - Impound Account | 100-120 | RES | 36,969 |
| LAIF Savings: City & Successor Agency | 100-103 | INV-RES | 4,708,650 |
| MBS Investments | 100-700 | INV-RES | 5,760,173 |
| **TOTAL** | | | **$12,098,003** |

### CASH EXPENDED

| ACCOUNTS PAYABLE & PAYROLL | AMOUNT |
|---|---|
| Accounts Payable | $1,825,716 |
| Payroll (August 9 Payday) | $320,953 |
| Payroll (August 23 Payday) | $287,187 |
| **TOTAL** | **$ 2,433,856** |

| DEBT SERVICE | AMOUNT |
|---|---|
| None. | |
| | |
| | |
| **TOTAL** | $ - |

### 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** | **$4,745,619** |

Respectfully submitted,

Lacy Meneses

Director of Finance

City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED

RES: RESTRICTED ACTIVITY

INV: INVESTMENT

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.1**
**Action Items**

**DEPARTMENT:** City Clerk

**FROM:** Maegan Peton, City Clerk and Assistant to the City Manager

**AGENDA TITLE:** Establishment of the Lindsay Economic Development Committee

**ACTION & RECOMMENDATION**
Adopt Resolution No. 24-31 formally creating the Lindsay Economic Development Committee and establishing the bylaws by which the Committee will adhere to.

**BACKGROUND | ANALYSIS**
At the City Council meeting on January 9, 2024, upon request by Councilmember Cerros, Council discussed the formation of an Ad-Hoc Committee for the purpose of Economic Development. At the time, the request was for an Ad-Hoc Committee consisting of seven (7) members and an application process. The focus of the Ad-Hoc Committee requested by Councilmember Cerros was to revitalize the downtown by encouraging development and encouraging current owners to either sell or redevelop their building.

Section 7.04 of Charter of the City of Lindsay provides the guidelines for Boards, Commissions, and Committees as follows:
"*A. **How Created.** The City Council by ordinance or resolution may create, modify, combine and abolish such boards, commissions and committees as it shall determine.*
*B. **Appointments.** Boards, commissions and committees established by ordinance shall consist of members nominated by the Mayor and approved by the Council. Boards, commissions and committees established by resolution shall be appointed by the Mayor from nominees presented to him/her by the Council.*
*C. **Powers and Duties**. The ordinance shall prescribe their powers and duties, determine the number and qualifications of the members, their method of selection, term of office and removal, and fix their compensation, if any.*
*D. **Limitation**. All boards, commissions and committees only shall be advisory to the City Council, and may not exercise any administrative or management powers.*"

An Ad-Hoc Committee is created with the purpose of dissolution after a goal has been accomplished. A standing committee is created when there is a continuing subject matter jurisdiction. Given that downtown development and redevelopment is an ongoing process, staff are now suggesting that this committee be created as a **standing committee** as opposed to an Ad-Hoc.

The consensus of staff is that there should be the following representatives on the Committee:

- Two (2) representatives from Council
- Three (3) representatives consisting of City Staff
- Five (5) representatives from the public that either live or work in the City of Lindsay.

If Council approves this item, staff will begin accepting applications submitted by the public and bring to Council for review at the following meeting. Further meeting guidelines will be provided in Exhibit "A" of Resolution 24-31.

**FISCAL IMPACT**

There is no direct cost associated with this action. However, indirect costs may include staff time for attending the Lindsay Economic Development Committee meetings.

**ATTACHMENTS**

1. Resolution 24-31

Reviewed/Approved: _____

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**NUMBER** 24-31

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE LINDSAY ECONOMIC DEVELOPMENT COMMITTEE AND APPROVING THE BYLAWS FOR THE COMMITTEE.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 10, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, according to the Chapter of the City of Lindsay § 7.0, the City Council by ordinance or resolution may create, modify, combine and abolish such boards, commissions and committees as it shall determine; and

**WHEREAS**, Boards, commissions and committees established by resolution shall be appointed by the Mayor from nominees presented to him/her by the Council; and

**WHEREAS**, the Committee shall be advisory only to the City Council and will report items of interest to Council as needed and or requested; and

**WHEREAS**, Exhibit “A” shall prescribe their powers and duties, determine the number and qualifications of the members, their method of selection, term of office and removal, and fix their compensation, if any.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Lindsay Economic Development Committee is established pursuant to the Chapter of the City of Lindsay § 7.04.

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:

| | |
|---|---|
| MEETING DATE | Click or tap to enter a date. |
| MOTION | |
| SECOND MOTION | |
| AYES | |
| ABSENT | |
| ABSTAIN | |
| NAYS | |

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

_____

Ramiro Serna, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____

Maegan Peton, City Clerk

**City of Lindsay**
**Lindsay Economic Development Committee Bylaws**

1. **Purpose and Intent.** The membership and duties of **the Lindsay Economic Development Committee** (the "Committee") are prescribed as set forth herein. These Bylaws set forth the procedural rules for the conduct of Committee meetings.

2. **Meetings.** The Committee shall conduct its business in accordance with the Lindsay Municipal Code, these Bylaws, and the Ralph M. Brown Act (Government Code Section 54950 et seq.).

   **2.1** **Regular Meetings.** The Committee shall set forth the meeting date as needed. Regular meetings shall be held in the Council Chambers. No meeting shall be held on a day that falls on a legal holiday. Notice of meeting must be received at least seventy-two hours before the time of such meeting.

   **2.2** **Special Meetings.** Special meetings may be called at any time by the Chair or by a majority of the Committee, by delivering notice to each member of the Committee (hereinafter "member" or "members") and by posting the notice in the designated posting locations. Such notice may be delivered and received at least twenty-four hours before the time of such meeting as specified in the notice. The noticed shall specify the time and place of the special meeting and the business to be transacted, and no other business shall be transacted at that meeting other than that contained in the notice.

   **2.3** **Adjourned Meetings.** All meetings may be adjourned to another specified time, place, and date, but not beyond the next regular meeting. If less than a quorum of all members is present at any regular or adjourned regular meeting, the Clerk of the Committee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in paragraph 2.2 above for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to be held within 24 hours after the time of the adjournment.

   **2.4** **Study Sessions.** The Committee may, from time to time, as part of a regular, adjourned, or special meeting, meet in study session to focus on a particular matter within its jurisdiction. Action shall not be taken during a study session, but direction may be provided.

   **2.5** **Public Meetings.** All meetings and study session of the Committee shall be open to the public as provided in the Brown Act.

**2.6** **Cancellation of Regular Meetings.** The Committee may cancel an upcoming meeting for lack of quorum. Notice of the cancellation shall be posted in lieu of an agenda.

## 3. Organization of the Committee.

**3.1** **Establishment.** There is established a **Lindsay Economic Development Committee.** The Committee shall consist of (2) representatives from the City Council, (3) representatives from City staff, and (5) representatives from the public who live in the City limits or represent a business located in the City limits. Members shall be appointed by and serve at the pleasure of a simple majority of the City Council, subject to removal at any time by a simple majority of the City Council. For the first group members appointed from the public, three members shall serve four-year terms and two members shall serve two-year terms, as determined by the Town Council.

**3.2** **Term.** Except for those members initially appointed for a two-year term pursuant to Section 3.1 above, the term of office of each member is four (4) years.

**3.3** **Compensation.** No person shall receive compensation for service as a member, except for reimbursement of all such expenses that have prior authorization, are necessary, and legitimately incurred during the performance of official duties as a member of the Committee.

**3.4** **Officers.** The Committee shall elect from its membership a Chair, who shall preside over meetings and a Vice-Chair who shall preside in the absence of the Chair. The Chair and Vice-Chair may sometimes be referred to herein as the “presiding officer.” Members of the Committee shall have the following powers:

- To move, second, debate, discuss, and to vote.
- To maintain decorum.
- To determine whether a speaker from the audience has exceeded his or her time or is otherwise out of order.

In addition to the above powers, the Chair or the Vice Chair (when the serving in the Chair’s absence) has the following powers:

- To call to order the meeting and to conduct the order of business as set forth in the agenda.
- To adjust the agenda, if needed, at the time of the meeting with the approval of the committee.

- To rule motions in or out of order.
- To rule on questions of parliamentary procedure based generally on Robert's Rules of Order.
- To call a brief recess during a meeting.
- To appoint members to subcommittees with the approval through simple majority of the Committee.

The presiding officer's determination as to any of the above matters may be overruled by a majority of the members present.

**3.5** **Organizational Meeting.** At its first meeting, the Committee shall elect a Chari and a Vice-Chair from among its members by majority vote of those present.

**3.6** **Term of the Chair and Vice-Chair.** The term of office of the Chari and Vice-Chair shall be one year. A member may service consecutive terms as Chair and Vice-Chair. Nothing shall prevent the Committee from removing and replacing the Chair or Vice-Chair at any time during their respective terms, provided that the item is properly on the agenda of the meeting and approved by a majority of members present.

**3.7** **Vacancy in the Office of Chair or Vice-Chair.** A vacancy in the office of Chair or Vice-Chair shall be filled for the remainder of the unexpired term through a simple majority vote by the Committee.

**3.8** **Vacancy of a Member's Seat.** A member may resign by submitting his or her resignation in writing to the Chair. Resignation is effect and irrevocable when submitted. In the event of an unscheduled vacancy of any member's seat prior to the expiration of his or her term, the City Council may appoint a member to serve the remainder of the term. The newly appointed member shall take and subscribe to the oath of office before the next meeting after his or her appointment to City Council.

**3.9** **Quorum.** A majority of the total membership of the Committee shall constitute a quorum for the transaction of business. Where there is not a quorum present, the Clerk of the Committee shall announce that no meeting will be held due to lack of a quorum present and shall announce the date of the next regular meeting. When a member is disqualified due to a legal conflict of interest, his or her presence shall not be considered in determining the presence of a quorum. Any decision of the Committee shall require a vote of the majority of the members. If such number of members becomes less than a quorum, the item shall not be acted upon at that time.

**3.10** **Subcommittees.** The Committee may, from time to time, establish an Ad-Hoc subcommittee consisting of any number less than a quorum of its membership for the purposes of studying a specific area of concern. The Committee may refer matters to a subcommittee to report back to the full Committee at a future date. The subcommittee will be considered advisory, and its recommendations are subject to action by the fully committee.

**3.11** **Oath of Office.** Newly appointed members shall take and subscribe to the Oath of Office before assuming their duties. The oath may be given by the City Clerk and his or her deputy as authorized.

## 4. Powers and Duties

**4.1** The Committee shall help coordinate economic development proposals, research, and issues citywide with a focus on downtown development and redevelopment.

**4.2** The Committee shall advise the Lindsay City Council on funding opportunities, business research relative to economic development and the progress of potential business projects occurring in the City of Lindsay.

## 5. The Committee Agenda

**5.1** **Preparation of the Agenda.** The Clerk of the Committee shall formulate and prepare the agenda as advised by the Committee.

**5.2** **Posting of the Agenda.** The Clerk of the Board shall cause to be posted an agenda for each meeting in the designated posting locations subject to the Brown Act and type of meeting. Agendas for adjourned meetings shall be posted in the same fashion, unless the business to be undertaken is limited to the items on the agenda of the meeting at which the adjournment occurs and the meeting is adjourned to a date within five days of the adjournment. Agendas of special meetings shall be posted and provided along with the notice of the meeting as provided in paragraph 2.2 above.

**5.3** **Affidavit of Posting.** Immediately following the posting of the agenda, the Clerk of the Board shall cause to be completed an affidavit of posting which shall indicate the date, time, and location of posting and shall be signed under penalty of perjury. The Clerk of the Board shall retain all such affidavits in accordance with the City's records retention policy.

**5.4** **Order of Business.** Items shall be placed on the agenda substantially according to the following “Order of Business.” Upon review of the agenda at the beginning of the meeting, the Committee may change the order of business as needed to promote the efficiency of the meeting. The Order of Business for each regular meeting shall be as follows:

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Committee Reports
6. Public Comment for items on the Consent Calendar or not listed on the Agenda.
7. Consent Calendar
8. General Business Items
9. Subcommittee Reports (as needed)
10. Adjournment

**5.5** **Description of Matters on the Agenda.** All items of business to be discussed shall be described briefly on the agenda in sufficient detail so that a reasonable person can determine the general nature of the matter under consideration. Not every recommendation or conceivable action or alternative action need be listed. Generally, each item on the agenda shall contain a staff recommendation and the specific action requested to be taken.

**5.6** **Adding Items of Business to a Future Agenda.** Any member may request that an item of business within the Committee subject matter jurisdiction be added to a future agenda.

**5.7** **Public Comments.** Members of the public shall be permitted to speak on each item of business on the agenda when the item is taken up and before action is taken on the item by the Committee. Each speaker shall have a three (3) minute period to speak; time cannot be ceded to another speaker. The "Public Comments" item shall be limited to items on the Consent Calendar (and not pulled therefrom) and matters not on the agenda but within the subject matter jurisdiction of the Committee. An individual may speak only once during “Public Comments.”

**5.8** **Notification.** Upon written request on an annual basis, the Clerk of the Board will email agendas or agenda packets to any person.

**6.** **Minutes.** The minutes of meetings shall be kept by the Clerk of the Board in accordance with the following policy:

**6.1** Minutes shall contain a record of all proceedings, motions, and actions, and may contain a summary of the discussion if needed, but no verbatim transcription shall be taken. The minutes shall accurately reflect what occurred at the meeting.

**6.2** All motions, whether carried or not, shall be recorded, disclosing the author of the motion and the second, and the roll call vote.

**6.3** Minutes of public hearings shall list when available the names and City of residence of all persons who speak during the hearing, and the position they took on the matter. The minutes need not include detailed or verbatim transcription of public comments.

**7. Clerk of the Board.** The City Manager or his/her designee shall serve as the Clerk of the Board for the Committee. The Clerk of the Board shall:

**7.1** Keep the minutes of all meetings and retain approved minutes according to the Records Retention Schedule.

**7.2** Formulate and prepare the agenda for all meetings.

**7.3** Be custodian of Committee records.

**7.4** Inform the Committee of correspondence relating to business of the Committee and attend to such correspondence.

**7.5** Sign and/or attest official documents of the Committee.

**7.6** Keep a record of concerns raised by the Committee regarding staff matters and/or directions for future staff action.

**8. Conduct of Meetings.**

**8.1** **Action by the Committee.** The Committee shall proceed by way of motion. Any member, including the chair, may make a motion and any member may second the motion except that the same person who made the original motion. A member may make only one motion at a time and a motion or second may be withdrawn by the maker at any time before a vote.

**8.2** **Adoption by a Majority Vote.** A motion shall be adopted by an affirmative vote of a majority of the members present provided a quorum is determined to exist. Members have a duty to vote “aye”, or “nay” on each motion. Recusals shall be made, or abstentions shall be cast, only if the member declares:

**8.2.1** The existence of a conflict of interest or other disqualification from voting; or

**8.2.2** A lack of sufficient information upon which to base a vote due to absence from a previous meeting.

**8.3** **Rules of Decorum.** Members of the Committee shall conduct themselves in an orderly and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process is maintained at all times. Members

shall maintain a polite, respectful, and courteous manner when addressing one another, City staff, and members of the public during meetings. Members shall speak clearly into the microphone so that they can be heard by the audience and so that they can be heard clearly when being recorded.

**8.3.1** Communication with Members

- Each member shall be given an opportunity to express their thoughts on the subject matter without interruption or otherwise being disturbed.
- A member who is speaking shall attempt to avoid repetition and shall limit their comments to subject matter at hand. Members should express their view without engaging in lengthy debates.

**8.3.2** Communication with Members of the Public Addressing the Committee.

- Members may question a person addressing the Committee at the conclusion of the person's comments or upon the expiration of the person's time to speak.
- If the member of the audience has addressed the Committee on matters that are not on the agenda, members shall refrain from discussion of the matter. If a member so wishes, the member may, if appropriate, direct the Clerk of the Board to place the matter on the next agenda, subject to approval of the Committee.

**8.3.3 Rules for the Public**.

- Any person wishing to speak in shall be invited to address the Committee during Public Comment or at the time the item is addressed by the Committee.
- No person shall address the Committee without first being recognized by the Presiding Officer.
- No person addressing the Committee shall make repetitious, slanderous, or irrelevant remarks, or engage in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the meetings. Any person who so disrupts the meeting may, at the discretion of the Presiding Officer or a majority of the Committee, be subject to ejection from that meeting.

**8.3.4 Enforcement.** The Chair shall follow the following procedure to maintain decorum:

- **Warning.** The Presiding Officer shall request that a person who is disrupting the meeting cease such conduct. If after receiving a warning from the Presiding Officer, the person persists in the violation, the Presiding Officer shall order the person to leave

the meeting. If the person does not leave the meeting, the Presiding Officer may order a law enforcement officer to remove the person from the chambers.

- **Removal.** A law enforcement officer shall carry out the orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum. Upon instruction of the Presiding Officer, it shall be the duty of the law enforcement officer to remove from the meeting any person who is disturbing the proceedings.

**9. General.**

**9.1** The City shall approve and release any and all publicity releases, public information, pamphlets, and other public relations information. No member shall use any City letterhead in any private activity.

**9.2** These bylaws may not be amended unless the proposed amendment has been presented to and approved by the City Council.

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.2**
**Action Items**

**DEPARTMENT:** City Services

**FROM:** Joseph Avina, Acting Director of City Services

**AGENDA TITLE:** Extraterritorial Sewer Connection for APN 202-144-004

## ACTION & RECOMMENDATION

Approve Resolution No. 24-32, an Extraterritorial Sewer Connection for APN 202-144-004; and authorize the City Manager to execute the Extraterritorial Sewer Service Agreement once all requirements are met.

## BACKGROUND | ANALYSIS

Julieta and Moises Andrade submitted a request to obtain permission to connect to the City Sewer System for 956 Lafayette Avenue (request attached). The 8,215 square foot property is located in the County of Tulare's jurisdiction, outside of the City of Lindsay city limits. The property is developed with one single-family home and zoned Single Family Residential (RES) by the County. The City of Lindsay currently has an agreement with the County of Tulare to serve this county neighborhood, known as the Page-Moore area, with drinking water services but not for sanitary sewer collection services.

California Government Code Section 56133 states that a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission of the county in which the affected territory is located, in this case, Tulare County Local Agency Formation Commissions (LAFCO). LAFCO may authorize a city or district to provide new or extended services outside its jurisdictional boundary, but within its sphere of influence in anticipation of a later change of organization, or to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory.

Given that the property is outside City limits, but within the City sphere of influence, the City Council may request an extension of services on the property owner's behalf. Annexation is not being recommended at this time. However, the property owner must also consent to annexation in the future, at the City's discretion. The property owner states they are having trouble with their septic system. A failing septic system can contaminate groundwater and surface water and lead to the spread of infectious diseases. Failing septic systems can release dangerous gases, such as methane, and expose humans and animals to mold spores, bacteria, and salmonella.

Per the City Municipal Code Section 13.12.140, Service Outside City, all sewer services outside the city limits are subject to Council approval and shall pay twice the applicable monthly rates. The sewer connection will follow the engineering requirements and the City Municipal Code Section 13.16.II - Sewerage Construction and Sewer Use.

A draft Extraterritorial Sewer Service Agreement between the City and the property owners is attached for review. The agreement indemnifies the City.

Approval of the attached Resolution directs the Director of City Services & Planning or his/her designee to submit an application to LAFCO for the approval of an Extraterritorial Services Agreement in the manner

provided by the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000 and would authorize the City Manager to execute the Extraterritorial Sewer Service Agreement, once all requirements are met.

**ENVIRONMENTAL REVIEW**

This project is categorically exempt from CEQA per Article 19, Section 15301 “Existing Facilities” and 15303 “New Construction or Conversion of Small Structures”.

**FISCAL IMPACT**

The property owner will be required to pay all the expenses related to the request for extension of service, including obtaining LAFCO approval and the cost of construction of all necessary infrastructure.

Revenue from Connection:

| | |
|---|---|
| Connection Fee = | $250.00 |
| Treatment Plant Fee = | $700.00 |
| Encroachment Permit = | $380.00 |

Monthly Charges will be twice the applicable monthly rates, per the City of Lindsay municipal code.

**ATTACHMENTS**

1. Request Letter
2. Location Map
3. Draft Extraterritorial Sewer Service Agreement
4. Resolution 24-32

Reviewed/Approved: _____

# Request Letter

July 24, 2024

Dear City Council,

Julieta & Moises Andrade are writing this letter to seek approval to replace our septic system with a sewer at the location 956 Lafayette Ave Lindsay, CA 93247. The reason for our request is because we are having a lot of problems with our septic system.

Sincerely, Julieta & Moises Andrade

## Location Map

**DRAFT**
**EXTRATERRITORIAL SEWER SERVICE AGREEMENT BETWEEN THE CITY OF LINDSAY AND MOISES ANDRADE**

THIS AGREEMENT is made and entered into effective the day of _____, 2024, {"Effective Date") by and between the City of Lindsay, a California municipal corporation (hereinafter referred to as "City"), and Moises Andrade, an individual (hereinafter referred to as "Property Owner") of the subject property commonly known as 956 Lafayette Avenue, Lindsay, California 93247 (hereinafter referred to as "the Subject Property" or "the Property").

## AGREEMENT

NOW, THEREFORE, in consideration of the WHEREAS provisions above which shall be considered contractual provisions, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

A. **GENERAL PROVISIONS.** Property Owner will fully complete all of the following tasks, at Property Owner's sole cost and expense, as a condition precedent to City's obligation to provide Wastewater Services (Sewer):
    1. Submit an application for extraterritorial services on a form provided by City and pay the application deposit (which includes, without limitation, the costs of preparing this agreement). The application will have the following as attachments:
        a. Design and engineering diagrams prepared by Property Owner (or Property Owner's duly licensed consultant) in a form satisfactory to the City Engineer and City Director of City Services & Planning showing how Sewer will be connected and identifying the point of connection to City's system.
        b. An estimate of annual Sewer usage.
    2. Upon tentative approval by City and delivery by City to Property Owner of a written cost estimate and connection analysis, the Property Owner shall submit payment for an application to LAFCO for approval of an Extraterritorial Service request (City will submit its evidence of consent to provide service as requested by LAFCO).
    3. Upon receiving LAFCO approval, submit a standard City application for connection to the City Wastewater Service and pay all standard fees and costs associated with such applications and pay any special costs as estimated by the City Engineer and City Director of City Services & Planning that will be incurred by the City in connection with connecting Wastewater Services outside the City Limits, including without limitation any and all City costs in connection with construction inspection and plan review for purposes of granting approvals.
    4. Approve the written statement (City Statement) prepared by City staff showing the exact costs to be paid and the timing of payment and approve the Point of Service and any other technical details required to affect the Wastewater Services Connection.
    5. Property Owner obtaining, at Property Owner's sole cost and expense, any and all permits and approvals required for the Wastewater Services connection by any governmental or quasi-governmental or utility entity and complying with any and all (if any) environmental reviews including without limitation those pertaining to the

California Environmental Quality Act (CEQA). Such efforts will be at Property Owner's sole cost and expense.

B. **PROVISIONS DURING THE TERM OF THIS AGREEMENT.** During the term of this Agreement, Property Owner, on his behalf and on behalf of any successors or assigns who possess any interest in the Subject Property, agree to the following terms and conditions to the continuing receipt of City Services:

1. Property Owner shall pay to City, at the time of execution of this Agreement and consistent with when other City Utility Customers are required to make payment, all City delivery charges, fees and taxes, including but not limited to the City's Utility Taxes, and any other applicable fees, charges or taxes required by City.
2. To grant City employees and contractors access to the Subject Property as necessary to effect repairs to the Utility Service facilities and to cooperate with the City in obtaining any permits or approvals from the County of Tulare needed to maintain the utility system.

C. **PROVISIONS RELATED TO CONNECTION TO WASTEWATER SERVICES .** Connection to City's municipal sewer system by Property Owner shall be subject to the following conditions:

1. **Construction of New Sewer System.** Property Owner shall construct in accordance with the designed and engineered system approved by City, at its sole responsibility and expense, a public sewer line from the Point of Service to the Subject Property (hereinafter "New Sewer System"). The New Sewer System shall be a public sewer line and be operated and maintained by the City of Lindsay during the term of this Agreement.
2. **Alignment and Permits.** Pipeline construction by Property Owner for the New Sewer System shall follow an alignment acceptable to Tulare County and shall comply with any required permits issued by Tulare County. All permits and approvals required from Tulare County are the sole responsibility of Property Owner.
3. **Easements Required for New Sewer System.** Property Owner will secure, and if necessary, pay for all easements required for the construction and installation of the New Sewer System.
4. **City to Provide Sewer Service.** Upon installation and determining the New Sewer System is operational and upon Property Owner's full and complete performance of all obligations and responsibilities under this Agreement, City agrees to provide Property Owner with Wastewater Services including the collection, treatment, and disposal of sewage and wastewater.
5. **No Representation Regarding Sewer Service.** City does not make any representation, warranty or guarantee of any kind or nature and hereby specifically disclaims any kind of representation, warranty or guarantee any of the New Sewer System when constructed and installed will provide any specific capacity to the Subject Property under varying scenarios or for any use by Property Owner and its tenants, lessees, purchasers, successors, or assigns. However, the City will use reasonable efforts to assure that the New Sewer System is treated equally with all other portions of its Municipal Wastewater Treatment System with respects to system performance.
6. **Maintenance and Repair of New Sewer System**. City shall, at its sole cost and expense maintain the City's municipal wastewater system and will maintain the New Sewer System to the Property line during the term of this agreement. Property Owner

shall, at its sole cost and expense, maintain, repair and replace any portion of the sewer lines from the property line to the house connection. Under no circumstances shall the City be required or accountable to maintain, repair or replace the private portion of the sewer lines from the property line to the house connection.

7. **Sewer Facilities on Owners Property.** All sewer lines and facilities located from the property line which run through the Subject Property premises are private sewer facilities, the property of Property Owner and shall not be considered a portion of the New Sewer System. The Property Owner shall have the same responsibilities, duties and obligations for its private sewer facilities, including repair and maintenance, as would any other property owner within the jurisdiction of the City of Lindsay subject to the Lindsay Municipal Code, as may be amended, including enforcement by City of Lindsay pertinent Municipal Code Provisions.
8. Property Owner shall not permit any additional connections to either the New Sewer System or to any portion of the private facilities from the point of service to the house connection other than one connection for the residence or sewer uses existing at the time of signing this Agreement. Property Owner shall not increase the intensification of land uses on the Subject Property that would substantially increase the current sewer demands from the connection existing at the time of signing this Agreement without written approval of the City. The definition of "substantially increase" as used within this section would be an amount in excess of 20% usage over the average monthly usage of Property Owner over a six-month period of time after entering into this Agreement and City begins to provide sewer services.
9. **Possible Removal of the New Sewer System.** If as part of extending Sewer Services to the entire area surrounding the Subject Property, City determines that the New Sewer System is inadequate for integration into the larger system, Property Owner will remove the New Sewer System at Property Owner's sole cost and expense to allow connection into any such new system then being constructed.

D. **ADDITIONAL PROVISIONS.**

1. **Continuing Obligations and Responsibilities of Property Owner.** Property Owner agrees to promptly pay to City any and all charges, fees and taxes for Wastewater Services supplied by City to Property Owner's Subject Property. All fees listed in the City's Fee Schedule are regularly updated and amended from time to time by City's Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the City's Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over the fees listed in this Agreement and attached exhibits. Property Owner is responsible to pay the charges, fees and rates as set forth by the Master Fee Schedule. Property Owner agrees to maintain its Utility Service accounts with City in a current status.
2. **Consent to Future Annexation.** In further consideration of City's agreement to provide Wastewater Services from City's municipal Utility Services systems to the Subject Property, Property Owner agrees not to oppose or protest, in any way, the future annexation of Property Owner's Subject Property to City and to pay Property Owner's share of all applicable fees and charges City or any other governmental agency may require at the time of annexation of Property Owner's Subject Property to City. Property Owner will sign a petition to annex the Subject Property when requested by City. Any material breach by Property Owner within this Agreement to Annexation into the City of Lindsay will be considered a cross breach of this Agreement affording

City any and all remedies it would otherwise have related to a material breach of this Agreement.

3. **Covenants Running with the Land.** Property Owner acknowledges and agrees that all of Property Owner's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with Property Owner's Subject Property as defined in the applicable provisions of Section 1457 et seq. of the California Civil Code. Property Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Property Owner's Subject Property and shall be binding on Property Owner, their successors and assigns and all parties and persons claiming under them. Within thirty (30) days of execution by the last party to sign, City will record a copy of this Agreement as a covenant running with the land.
4. **Successors and Assigns.** The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Property Owner may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Property Owner of its obligations and responsibilities under this Agreement.
5. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted electronic means, or by facsimile followed by telephone confirmation of receipt or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
6. **Binding.** Subject to Section 18 hereafter, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
7. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
8. **Indemnification of City.** To the greatest extent allowed by law, Property Owner shall indemnify, hold harmless and defend City and each of its officers, officials, attorneys, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Property Owner or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement or the performance of any or all work to be done in and upon the street rights-of-way, the Subject Property, and premises adjacent thereto, pursuant to

this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the Utility Service System by anyone occupying any portion of Property Owner's Subject Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses and attorney fees arising from the provision or lack of provision of services provided by the New Sewer System. Property Owner's obligations under the preceding sentence shall apply regardless of whether Property Owner are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, attorneys, employees, agents or volunteers. Property Owner agrees there are no property rights granted herein, and that Property Owner only obtains a contract right to City Sewer under the terms of this Agreement. With respect to any sewer service-related issues, concerns, or claims Property Owner may have, Property Owner's only remedy under this Agreement is to terminate the agreement or continue to accept the provision of sewer services from the City. Property Owner agrees to indemnify City consistent with this section related to any actual or potential service interruptions under this Agreement. This section shall survive termination or expiration of this Agreement.

9. **Public Health, Safety and Welfare.** Nothing contained in this Agreement shall limit City's authority to exercise its police powers, governmental authority or take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending Utility Services as deemed appropriate by City in its sole determination.
10. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tulare County, California.
11. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
12. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any of one provision in this Agreement shall not affect the other provisions.
13. **Interpretation.** The parties acknowledge this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
14. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
15. **Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
16. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit and Attachment. Furthermore, any terms or

conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

17. **Cumulative Remedies**. No remedy of election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
18. **No Third-Party Beneficiaries.** The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
19. **Extent of Agreement.** Each party acknowledges the have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Property Owner.

**SEE FOLLOWING PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above written by their respective officers duly authorized on their behalf.

**CITY OF LINDSAY:**

City of Lindsay
251 E. Honolulu St.
Lindsay, CA 93247

By:_____

Daymon Qualls, City Manager

_____

Maegan Peton, City Clerk

**Property Owner:**

Moises Andrade
956 Lafayette Avenue
Lindsay, CA 93247

By:_____

Moises Andrade

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**NUMBER** 24-32

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF LINDSAY AND MOISES ANDRADE FOR EXTRATERRITORIAL SEWER SERVICE AND OFFSITE INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 956 LAFAYETTE AVENUE, LINDSAY, CA 93247 (APN: 202-144-004) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 10, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS,** Moises Andrade (“property owner”) owns property located at 956 Lafayette Avenue ("property") consisting of one single family residence on a 8,215 square foot parcel (APN #202-144-004), and has requested to be connected to the City's infrastructure to provide Wastewater Services (“Sewer”) to the subject property; and

**WHEREAS,** the City of Lindsay City Council has determined that the request is exempt from provisions of the California Environmental Quality Act (CEQA) per Article 19, Section 15301 “Existing Facilities” and 15303 “New Construction or Conversion of Small Structures”; and

**WHEREAS,** the property is outside of the City of Lindsay City limits but within the Sphere of Influence; and

**WHEREAS,** Moises Andrade wishes to enter into an Extraterritorial Sewer Service Agreement with the City as he is currently experiencing issues with his existing septic system; and

**WHEREAS,** the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires that the Local Agency Formation Commission review and approve extraterritorial service agreements; and

**WHEREAS,** the City does not desire to annex the subject property to the City at this time, but is willing to provide the Property Owner with Wastewater Services given that the Property Owner pay any and all costs associated with making such connections and obtaining all necessary permits and approvals; and

**WHEREAS,** the necessity of this extraterritorial agreement is to address immediate health and safety needs of the public; consistent with Government Code section 56133 (c); and

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**WHEREAS,** the City has available Wastewater Services (Sewer) with sufficient capacity which may be extended to the Subject Property and is willing to provide Wastewater Services so long as the Property Owner fully complies with, abides by, and performs all conditions precedent to such City performance, as specified in the Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Property Owner will fully complete all of the following tasks, at Property Owner's sole cost and expense, as a condition precedent to City's obligation to provide Wastewater Services (Sewer):

1. Complete an application for extraterritorial services on a form provided by City and pay the application deposit (which includes, without limitation, the costs of preparing this agreement). The application will have the following as attachments:
    a. Design and engineering diagrams prepared by Property Owner (or Property Owner's duly licensed consultant) in a form satisfactory to the City Engineer and City Director of City Services & Planning showing how Sewer will be connected and identifying the point of connection to City's system.
    b. An estimate of annual Sewer usage.

2. Upon tentative approval by City and delivery by City to Property Owner of a written cost estimate and connection analysis, the Property Owner shall submit payment for an application to LAFCO for approval of an Extraterritorial Service request (City will submit its evidence of consent to provide service as requested by LAFCO).

3. Upon receiving LAFCO approval, submit a standard City application for connection to the City Wastewater Service and pay all standard fees and costs associated with such applications and pay any special costs as estimated by the City Engineer and City Director of City Services & Planning that will be incurred by the City in connection with connecting Wastewater Services outside the City Limits, including without limitation any and all City costs in connection with construction inspection and plan review for purposes of granting approvals.

4. Approve the written statement (City Statement) prepared by City staff showing the exact costs to be paid and the timing of payment and approve the Point of Service and any other technical details required to affect the Wastewater Services Connection.

5. Property Owner obtaining, at Property Owner's sole cost and expense, any and all permits and approvals required for the Wastewater Services connection by any governmental or quasi-governmental or utility entity and complying with any and all (if any) environmental reviews including without limitation those pertaining to the California Environmental Quality Act (CEQA). Such efforts will be at Property Owner's sole cost and expense.

SECITON 3. The City of Lindsay City Council directs that the Director of City Services & Planning or his/her designee to transmit this resolution to the Local Agency Formation Commission of Tulare County and the City of Lindsay City Councils' request that the Local Agency Formation Commission of Tulare County take the necessary actions for the approval of this Extraterritorial Services Agreement in the manner provided by the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000.

SECTION 4. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.

SECTION 5. The City Manager, is hereby authorized to affix their signature to execute the Extraterritorial Sewer Service Agreement once all requirements are met.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:

| | |
|---|---|
| MEETING DATE | September 10, 2024 |
| MOTION | |
| SECOND MOTION | |
| AYES | |
| ABSENT | |
| ABSTAIN | |
| NAYS | |

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

_____

Ramiro Serna, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____

Maegan Peton, City Clerk

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.3**
**Action Items**

**DEPARTMENT:** Recreation, Wellness, & Aquatic Center

**FROM:** Armando da Silva, Director of Recreation Services

**AGENDA TITLE:** Award a Contract to American Ramp Company of Joplin, MO for Construction of the Lindsay City Park Skatepark Project

## ACTION & RECOMMENDATION

Award and authorize the Mayor to sign a contract with American Ramp Company of Joplin, MO, in the amount of $147,334.50 for the construction of the Lindsay City Park Skatepark Project; and authorize a contingency amount of $14,733 (10%) for potential unforeseen conditions.

## BACKGROUND | ANALYSIS

The City is committed to offering a welcoming environment for its residents to engage in recreational activities, stay healthy, and participate in programs that support their personal goals. The city's initial skatepark was inaugurated in January 2009, located at the former McDermont Field House, serving as a central location for recreational activities. In June 2013, the city was granted a refund from a settlement that supported the relocation of the indoor ramps to City Park. Over time, these wooden ramps have withstood the impact of various weather conditions, everyday use, and the passage of time. The existing wooden ramps will be taken down and substituted with new steel ramps, featuring a redesigned skatepark layout.

The Lindsay Skatepark Project involves the following:

- Project Kickoff Meeting
- Community Engagement Workshop
- Final Design Approval
- Manufacturing
- Installation
- Project Completion

Advertising and Proposal Process:

Staff advertised the project as follows:

1. Staff disseminated the Request for Proposal (RFP) Skate Park 2024-06 on August 8, 2024, via email to the Builders Exchanges, City of Lindsay website, and all City of Linsday social media platforms.

As of the August 22, 2024, submittal deadline, the City received two (2) proposals which have been acknowledged and detailed in the table below:

| No. | Contractor | Total Amount |
|---|---|---|
| 1 | American Ramp Company<br>601McKinley Avenue, Joplin, MO 64801 | $ 147,334.50 |
| 2 | Ramirez Custom Concrete, Inc.<br>1018 West Teapot Dome Ave, Space J, Porterville, CA 93257 | $ 245,000.00 |

**FISCAL IMPACT**
Budget: $185,000.00
Contract Amount: $147,334.50
Fund: Housing & Community Development (HCD) Funds

**ATTACHMENTS**
1. Skate Park Request for Proposals 2024-06
2. American Ramp Company - Project Contract

Reviewed/Approved: _____

City of Lindsay
**Recreation Services Department**
860 North Sequoia Avenue, Lindsay, CA 93247 • 559.562.5196

**August 19, 2024**

**Skate Park – Revision**

Addendum/Clarification No. 2

The following additions and/or corrections shall become part of the Specifications for the subject project:

1. **Question/Clarification.**
    a. Question: The RFP for the Skatepark only mentions concrete ramps. Is the City of Lindsay willing to consider gauge steel ramps as well?
    Answer: Yes, the City of Lindsay would consider steel ramps.
    b. Question: Will the city accept an online submittal?
    Answer: Yes, the City of Lindsay will accept an online submittal.
    c. Question: Would the City of Lindsay accept custom (non-modular) products or poured-in-place concrete?
    Answer: The City of Lindsay would accept custom (non-modular) products or poured-in-place concrete.

2. ***Use Specifications Rev. 8.19.24***
    a. Project Name has been updated to "Concrete or Gauge Steel Design Build Skatepark Project."
    b. EXHIBIT A. SCOPE OF WORK Pages 17 through 24 have been updated
    c. The word **"Sealed"** has been removed from the RFP. Page 1
    d. Time of Completion has been updated to 90 calendar days. Page 5
    e. Removal of rendering image of Skatepark. Page 24

This completes the items included in this Addendum/Clarification No. 2 for the City of Lindsay, **Skate Park – Revision.** This Addendum cover page shall be signed and submitted with the bid proposal.

Contractor Date

CITY OF LINDSAY

CALIFORNIA

Notice to Bidders

Proposals for the Concrete or Gauge Steel Design Build Skatepark Project will be received at the office of the City Clerk, 251 E. Honolulu Street, Lindsay, CA 93247, or via E-mail at adasilva@lindsay.ca.us until 3:00 p.m., on Thursday, August 22, 2024.

If there are any questions, please direct them to:

Armando da Silva, Recreation Director
City of Lindsay
860 N. Sequoia Ave.
Lindsay, CA 93247
559-562-5196

An executed copy of the contract and purchase order will be issued to the successful bidder that shall constitute acceptance of the Bidders Proposal.

A "non-mandatory" pre-bid walk will be on Thursday, August 15, 2024, at 9 AM at the Lindsay Skate Park located at City Park, 850 N Elmwood Ave, Lindsay, CA 93247.

Each proposal shall be addressed to **City Clerk, 251 E. HONOLULU STREET, LINDSAY, CA 93247, or Via E-mailed to adasilva@lindsay.ca.us**, be endorsed with the name of the bidder, and be plainly marked "Concrete or Gauge Steel Skatepark Project."

The City reserves the right to reject any or all proposals.

CITY OF LINDSAY

Contract For Concrete or Gauge Steel Design Build
Skatepark Project

This contract is made by and between the City of Lindsay, A Municipal Corporation ("City"), and _____("Contractor").

The undersigned hereby agrees to complete the design and construction of a 50' x 79' Concrete or Gauge Steel Skatepark. The current facility consists of a concrete slab with prefabricated features mounted to the slab's surface. The skatepark features and obstacles have exceeded their useful life and need to be removed to prepare the site for the new skatepark.

The project shall also be installed to meet the following criteria and the Scope of Work attached as Exhibit "A":

1. Prevailing Wage Requirement

   In accordance with the provisions of Section 1770 to 1780 of the Labor Code, the City of Lindsay has ascertained that the general prevailing rate of per diem wages applicable to the work to be done is contained in the wage schedule of the General Prevailing Wage Determinations made by the State of California Director of Industrial Relations. A copy of said schedule is now on file in the office of the City Engineer and by reference incorporated herein as if set out in full.

   The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

   The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1½ times the basic rate of pay (LC 1815).

2. Insurance Requirements

   a. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representative, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

   (1) **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS ($2,000,000), twice the required occurrence limit.

   (2) **Automobile Liability**: ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage. **Workers' Compensation**: as required by the State

of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

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

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

e. Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

3. City Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Contractor or its employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement. This indemnification shall survive the termination of this agreement.

4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of $_____.

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Lindsay shall retain 5% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars ($500).

Contractor shall provide a schedule of values that identifies each phase of the design and construction of the project and will be the basis for any progress payments made during the contract period.

5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 90 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties.

If work is not completed in specified time frame and no approved change orders extending contract time have been approved, the Contractor shall pay the sum of $250.00 per day beyond the contract completion time in the form of liquidated damages.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that

Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Lindsay business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary

disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract 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. Each party to this contract 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 contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

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

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

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

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. 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 email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

17. Existing Conditions

The contractor is to have visited the premises and considered all conditions that might affect the work in undertaking the work under this contract. No consideration will be given to any claims based on a lack of knowledge of existing conditions. **The pre-bid walk is on Thursday, August 15, 2024, at 9 AM.**

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
Mayor

(City Seal)
Attest:

_____
City Clerk
City of Lindsay

_____
Contractor

(Corporate Seal)

By: _____

_____
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

**Authorized Signatures for Corporate Contractors**

The undersigned certifies that they are authorized to execute documents on behalf of the corporation:

| | |
|---|---|
| President | Date |
| Secretary | Date |
| Treasurer | Date |

(Corporate Seal)

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION**
**CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars ($25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

_____
Contractor/Subcontractor

By: _____

_____
Typed Name and Title

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed sub consultants prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed sub consultants (except where the proposed sub consultants have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____
Signature

By: _____

_____
Title

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:
That we, _____ hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of _____ **($_____)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Concrete or Gauge Steel Design Build Skatepark Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____day of _____, 20_____.

(Corporate Seal)

_____
Contractor/Principal

By: _____

_____
Title

(Corporate Seal)

_____
Surety

By: _____

_____
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

**BOND FOR MATERIALS AND LABOR**

KNOW ALL MEN BY THESE PRESENTS:
That we, _____ hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of _____ **($_____)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Concrete or Gauge Steel Design Build Skatepark** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____day of _____, 20_____.

(Corporate Seal)

_____
Contractor/Principal

By: _____

_____
Title

(Corporate Seal)

_____
Surety

By: _____

_____
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned,_____ the duly authorized and acting
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR's insurance coverage complies with the requirements of the CONTRACT.

_____
(Attorney's Signature)

DATE:_____

**CONTRACTOR INFORMATION:**

Firm Name _____

*Note: In addition, place name on each Bid Sheet where space is provided*

Address _____

_____

Email _____

Telephone ( )_____ Fax ( )_____

Contractor's License Number _____

Contractor's License Expiration Date _____

Contractor's License Classification(s) _____

Contractor's California DIR Number _____

***I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.***

BID AND CERTIFICATION SUBMITTED _____
DATE

SIGNATURE _____
*AUTHORIZED REPRESENTATIVE*

_____
*PRINT OF TYPE NAME*

TITLE _____

SUBMIT THIS SHEET WITH YOUR BID

**DESIGNATION OF SUBCONTRACTORS**

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

If the percentage of the work is not filled out, it will be assumed that the sub is responsible for 100% of the line items related to his trades work.

| PERCENT PERFORMED/TYPE OF WORK | SUBCONTRACTOR'S NAME | BUSINESS LOCATION CITY, STATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(USE ADDITIONAL SHEETS IF NECESSARY)
SUBMIT THIS SHEET WITH YOUR BID

**EXHIBIT A SCOPE OF**

**WORK**

**CONCRETE OR GAUGE STEEL DESIGN BUILD SKATEPARK**

1.01 GENERAL

1.01.01 GENERAL DESCRIPTION

A. Ability to complete the design and construction of a **prefab / precast or custom (non-modular) poured-in-place concrete with custom-built elements or gauge steel skatepark**.

1.01.02 RELATED SECTIONS

A. References

A. The Skatepark Project (TSP)

B. Public Skatepark Development Guide

C. American Concrete Institute (ACI)

D. National Ready Mixed Concrete Association (NRMCA)

1.01.03 CONCRETE FINISH REQUIREMENTS

A. Concrete finish and smoothness is of the utmost importance.

1.01.04 CONCRETE STANDARDS AND REQUIREMENTS

A. Coping and steel edging must be cleaned, primed, and painted correctly.

B. Ramps shall be extremely strong and smooth. Each ramp shall withstand thousands of pounds of force.

C. At no point shall standard “flat” concrete be less than 5” thick.

D. At no point shall ramp or bank concrete be less than 6” thick.

E. No concrete shall have a comprehensive strength less than 4000 psi unless otherwise noted on plan or allowed by City.

F. No concrete shall have an aggregate smaller than 3/8”

G. Steel coping shall be anchored by welded steel anchors. Rebar is NOT considered a steel anchor. All anchors shall be at minimum cold rolled black steel rod or bolts.

H. Steel coping anchors shall never be placed within 2” of surface of concrete to avoid cracking and rust broadcast.

I. Concrete shall have a 1/8” radius tooled edge in any instance where it comes in contact with steel edging.

J. Vertical 1 / 4” steel plate is excepted from above requirement.

K. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.

L. The installer shall be a certified of the specified system.

M. The manufacturer’s representative shall be available to help resolve material questions.

1.01.05 STEEL STANDARDS AND REQUIREMENTS

A. **Galvanized Steel:** All steel components must be galvanized (many components receive powder-coat paint after fabrication). Black steel or Pickled and Oiled steel are not acceptable. A zinc-rich epoxy primer may not be used in lieu of galvanized steel. This requirement ensures maximum corrosion protection (ASTM A653).

B. **Modular:** Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections. Ramp sections that are dropped into place and not easily expandable to various widths will not be considered. This requirement allows the city to expand with additional phases in a seamless fashion.

C. **Fastener Free Riding Surface:** Riding surface must be at least 7-gauge galvanized steel. No screw/bolt heads on any riding surface will be accepted; toe anchors may be used for installs on unlevel surfaces. This requirement ensures a safe riding experience, less maintenance, longevity of the equipment and the utilization of the highest quality materials/systems that are available. All compound curvature surfaces shall be composed of a laminated composite material.

D. **Coping:** Must be fabricated from schedule 40 pipe and be hot dip galvanized. Must bolt from the underside with bolts into a laser cut cradle for perfect coping “bump” every time. Must be one continuous piece per width of entire completed obstacle. Coping with sleeved inserts or any coping system that is not one solid piece per width of entire completed obstacle and of lighter gauge steel will not be acceptable. Visible holes in coping will not be acceptable. This requirement ensures coping that cannot be tampered with as well as guarantee the compliance with ASTM requirements on coping reveal (F 2334-9:5.4.1).

E. **Transition Plate:** No separate transition plate will be acceptable. Riding surface shall come all the way to the ground. This requirement ensures that no horizontal seam running perpendicular to the skate flow can be used.

F. **Grind Rails:** All grind rails must have capped ends welded in place prior to being hot-dipped galvanized. This requirement ensures plastic end caps (which can easily be removed) or unsightly onsite welded end caps will not be used.

G. **Guard Rails:** Must be hot-dipped vertical baluster design and comply with ASTM F 2334 – 09:5.1

H. **Enclosures:** Must be solid galvanized 13-gauge steel with textured powder coat finish. No expanded metal, wire mesh, or poly will be acceptable because of their susceptibility to be

structurally vandalized.

I. **Laser Cut Precision:** Ribs, framing, legs, platform guards, enclosures must be cut with laser precision (1/1,000" tolerance) from 7GA steel to ensure accuracy. Straight and rolled tubing will not be acceptable because of its inability to hold tight tolerances like laser cut components.

J. **Steel Frame:** Framing of the equipment must be galvanized steel and cut from solid 3/16" steel on laser for precision and accuracy. Square tubing, bar, or wood frame will not be acceptable due to their inability to hold tight tolerances.

K. **Gripped Riding Surface:** Must be powder-coated with a textured UV stabilized TGIC wrinkle powder-coat. Surfaces other than textured powder-coated steel will not be considered. This requirement ensures that a typical wet paint may not be used because once the ramps get moisture on them from either condensation or rain; they will be very dangerous because of how slick they become.

L. **Substrate:** Steel frame and 3/16" steel sheet welded to frame prior to being powder coated will act as substrate and riding surface and carry a 20-year warranty. No poly or other material will be acceptable. This requirement is to ensure that the County gets the longest lasting and most maintenance free ramp available.

M. **Steel Edging/Protection:** All sides of equipment must be steel.

N. **Powder-coat:** Equipment must be coated with UV stabilized TGIC wrinkle texture powder-coat. Power Coat Paint must possess the following Performance Characteristics:

| **Property** | **Test Method Calculated** | **Results** |
|---|---|---|
| Specific Gravity | Calculated | 1.2-1.7 |
| Gloss (60 degrees) | ASTM D 523 | 20-100 units |
| Direct Impact Resistance | ASTM D 2794 | Up to 160in-lbs |
| Flexibility | ASTM D 522, Method B | 1/8" mandrel |
| Pencil Hardness | ASTM D 3363 | H-3H |
| Crosshatch Adhesion | ASTM D 3359, Method B | 5B |
| Salt Spray Resistance | ASTM B 117 | 1,000 + hours |
| Humidity Resistance | ASTM D 2247 | 1,000 + hours |

STEEL TECHNICAL SPECIFICATIONS

O. All decks and riding surfaces shall be 7GA (~3/16") galvanized steel sheet, which has been rolled to the correct radius prior to ramp fabrication to ensure a smooth transition where applicable. Material shall conform to ASTM A1011/A568 standards.

P. All steel sheets shall be galvannealed to limit mill scale and thus improve powder coat adhesion. Material shall conform to ASTM A653 standards.

Q. Steel surface shall be welded to the framework from the underside.

R. The steel riding surface itself shall serve as the threshold transition.

S. No Skatelite™, Ramp Armor™, or other finish layer will be accepted.

T. Riding surfaces on the same plane shall be continuous and of the same material (ASTM F 2334-09-5.3)

U. The elevation reveal on riding surface joints shall not exceed 0.188”. Horizontal gaps between riding surfaces shall not exceed 0.188” (ASTM F 2334-09-5.5).

V. Coping shall be full schedule 40 pipe which bolts in from underside and shall protrude 0.25” +/- 0.125” above the riding surface (ASTM F 2334-09-5.4)

W. Coping shall be hot dip galvanized after fabrication. Shall conform to ASTM A123 standards.

X. Enclosures shall be 13-gauge laser cut galvanneal steel sheets to match hole pattern of ribs and ramp profile for ease of installation. Material shall conform to ASTM A653 standards.

1.01.06 STEEL COMPOSITE

A. All compound curvature surfaces shall be composed of a laminated composite material.

B. Surface of composite material shall be color-matched to adjacent steel components.

C. Composite material shall consist of the following lamination schedule:
   a. gel coat; wet application thickness of 18-24mil
   b. spray-up chopped strand layer
   c. hand-laid 0/90 woven mat layer
   d. spray-up chopped strand layer
   e. low-shrink isophthalic polyester resin shall be used in conjunction with all layers. Strand-to-resin ratio shall be a minimum of 30-35%.

D. Minimum composite part finished thickness shall be 3/8”.

1.01.07 FINISHES: TGIC POWDER COAT

A. All surfaces, framework, coping, safety panels and enclosures shall undergo a 7-stage cleaning and preparation process to ensure powder coating adhesion.

B. All surfaces, framework, coping, safety panels and enclosures shall be coated to 2-3 mil thickness of TGIC powder coat. All riding surfaces shall contain additive to achieve grippy riding surface known as MaxGrip™.

C. Typical Performance Characteristics of Powder Coat Paint:

| **Property** | **Test Method** | **Results** |
|---|---|---|
| Specific Gravity | Calculated | 1.2-1.7 |
| Gloss (60degrees) | ASTM D 523 | 20-100 units |
| Direct Impact Resistance | ASTM D 2794 | Up to 160in.-lbs |
| Flexibility | ASTM D 522, Method B | 1/8" mandrel |
| Pencil Hardness | ASTM D 3363 | H-3H |
| Crosshatch Adhesion | ASTM D 3359, Method B | 5B |
| Salt Spray Resistance | ASTM B 117 | 1,000 + hours |
| Humidity Resistance | ASTM D 2247 | 1,000 + hours |

1.01.08 STEEL FRAMEWORK

A. Material shall conform to ASTM A1011/A653 standards

B. Framing under all transitions and wedge ramps shall be 7GA X 2" laser cut galvanneal steel.

C. All radius framing and support pieces shall be precision laser cut from 7GA galvanneal steel to ensure accuracy – rolled flat bar is not acceptable. Material shall conform to ASTM A653.

D. All framing for platform bases, platform tops, and legs shall be constructed of formed 10-gauge galvanneal steel. Material shall conform to ASTM A653.

E. All pieces shall bolt together every 12" to ensure a uniform seam.

F. All decks shall be 4' deep unless otherwise specified.

G. All bank ramps shall have a radius at the bottom to ensure a smooth transition.

1.01.09 SAFETY RAILING

**Specifier Notes: An elevated surface is exempt from these recommendations if a safety rail would interfere with the intended use per ASTM F 2334-09**

A. Material shall conform to ASTM A1011/A568 standards (see specs under "Steel" heading)

B. The safety railings shall be of a vertical baluster design.

C. The safety railings shall be hot dip galvanized after fabrication. Material shall conform to ASTM A123.

D. Safety railings shall be a minimum of 42" in height and prevent passage of a sphere equal to or greater than 4"outside diameter (ASTM F 2334-09-5.1.1)

1.01.10 SUBMITTALS

A. The estimated duration of the project is separated into design and construction phases. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete or gauge steel design build skatepark projects, including project name, location, and date of application.

B. Installer's Project References: Submit manufacturer's list of successfully completed concrete or gauge steel design build skatepark projects, including project name, location, and date of application.

C. Warranty Documentation: Submit manufacturer's standard warranty.

D. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a test of at least 1000 hours stability of the concrete or gauge steel ramps. Under no circumstances will systems from multiple manufacturers be considered.

1.01.11 GUARANTEE & WARRANTY

A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

B. Contactor shall accept warranty items as follows;

A. Contractor shall warrant that the product shall be free from hydration cracking on each piece of product for the entire duration of the construction project.

B. Cracks in excess of 1 / 4-inch shall be warranted for 1 year.

C. All steel edging shall be warranted against becoming loose for a period of 1 year.

D. All concrete surfaces shall be warranted against spalling or scaling for a period of 1 year.

E. Concrete under or adjacent to steel edging or coping shall be free from voids, chipping, and / or failure for a period of 1 year.

1.01.12 INSTALLER QUALIFICATIONS

Installer shall be regularly engaged in construction and installation of prefab / precast or

custom (non-modular) poured-in-place concrete with custom-built elements or gauge steel skatepark materials. A minimum of five similar projects shall be identified in the proposal as a reference.

1.01.13 MANUFACTURER QUALIFICATIONS

A. 3 years of continuous operation under current corporate or entity name.

B. The manufacturer shall be a US owned company.

C. Experienced skatepark builders who skate will understand standards, know if standards are up to date, or if practices should be held to a higher standard.

1.02 PRODUCT

1.02.01 CONCRETE OR STEEL MATERIALS

A. Prefab / precast or custom (non-modular) poured-in-place concrete with custom-built elements or gauge steel Skate Ramps

B. Ramps shall be built using high-strength concrete with fiberglass reinforcement GAUGE STEEL

C. The fiberglass reinforcement will never rust or spall (break) the concrete.

1.02.02 WEATHER LIMITATIONS

A. Do not install when rainfall is imminent or extremely high humidity prevents drying.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE RAMPS.

1.01.01 CLEAN UP

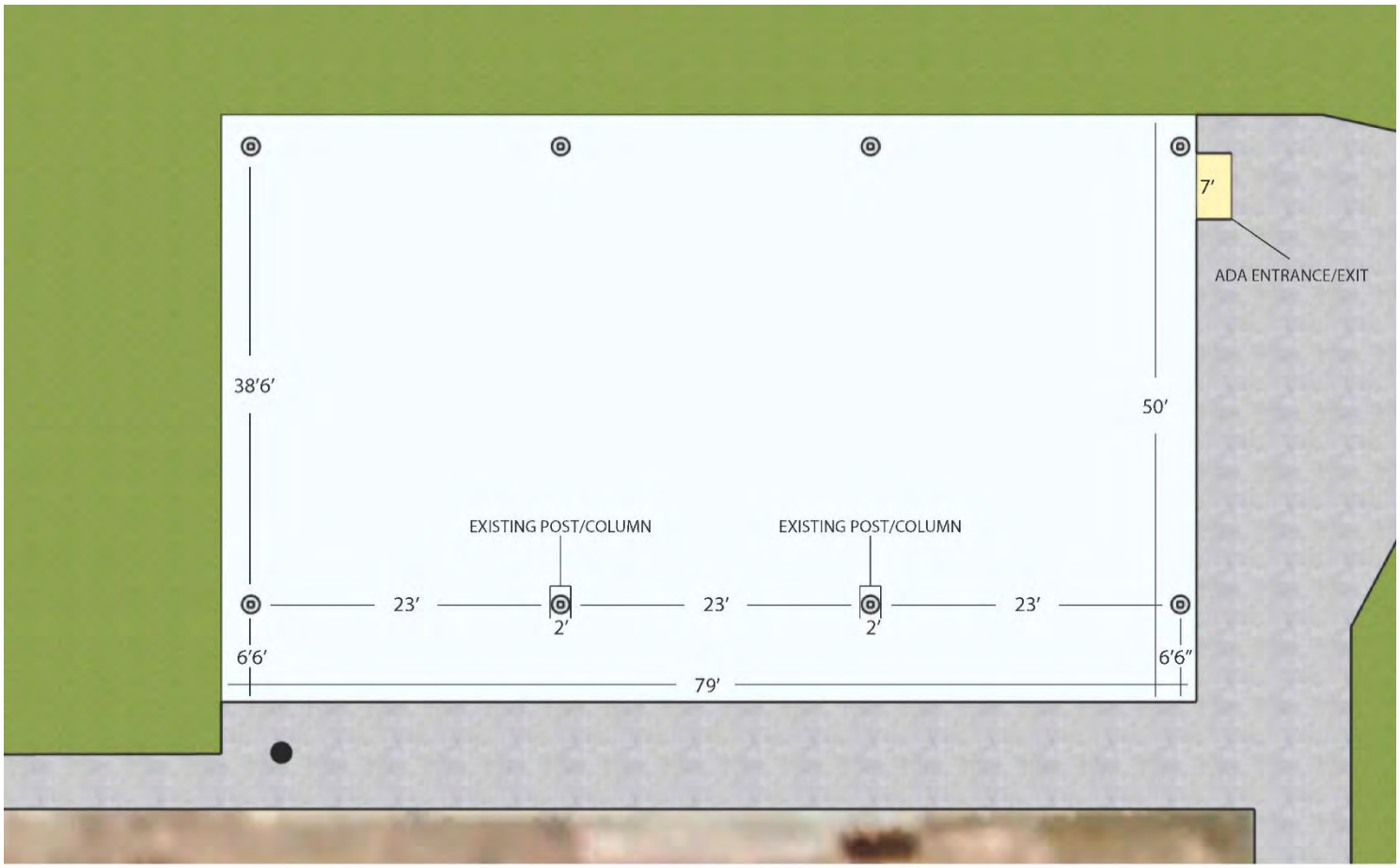
A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, State and Federal regulations.

B. Leave site in a clean and orderly condition.

C. The re-erection of all fencing removed to provide access for equipment, and/or fencing adjusted for clearance as required, shall conform to the standards of the trade. Any fence fastenings, parts etc. damaged in the removal work shall be replaced with new material.

**GUARD RAILING REQUIREMENTS**

The Contractor shall provide and install 42” height guard railing with sphere opening of 4” max on to the top backs and top sides of ramps per the 2022 California Building Code, Section 1015 GUARDS, 1015.2, where required. Guards shall be located along open sided walking, surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landing that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate In strength and attachment in accordance with 2022 California Building Code, Section 1607.9.




# LINDSAY SKATEPARK

CITY OF LINDSAY

CITY OF LINDSAY

Contract For Concrete or Gauge Steel Design Build
Skatepark Project

This contract is made by and between the City of Lindsay, A Municipal Corporation ("City"), and American Ramp Company ("Contractor").

The undersigned hereby agrees to complete the design and construction of a 50' x 79' Concrete or Gauge Steel Skatepark. The current facility consists of a concrete slab with prefabricated features mounted to the slab's surface. The skatepark features and obstacles have exceeded their useful life and need to be removed to prepare the site for the new skatepark.

The project shall also be installed to meet the following criteria and the Scope of Work attached as Exhibit "A":

1. Prevailing Wage Requirement

   In accordance with the provisions of Section 1770 to 1780 of the Labor Code, the City of Lindsay has ascertained that the general prevailing rate of per diem wages applicable to the work to be done is contained in the wage schedule of the General Prevailing Wage Determinations made by the State of California Director of Industrial Relations. A copy of said schedule is now on file in the office of the City Engineer and by reference incorporated herein as if set out in full.

   The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

   The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1½ times the basic rate of pay (LC 1815).

2. Insurance Requirements

   a. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representative, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

   (1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS ($2,000,000), twice the required occurrence limit.

   (2) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage. **Workers' Compensation:** as required by the State

of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

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

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

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

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

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

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

e. Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

3. City Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Contractor or its employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement. This indemnification shall survive the termination of this agreement.

4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of $135,480.00 + all applicable taxes.

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Lindsay shall retain 5% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars ($500).

Contractor shall provide a schedule of values that identifies each phase of the design and construction of the project and will be the basis for any progress payments made during the contract period.

5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 90 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties.

If work is not completed in specified time frame and no approved change orders extending contract time have been approved, the Contractor shall pay the sum of $250.00 per day beyond the contract completion time in the form of liquidated damages.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that

Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Lindsay business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary

disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract 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. Each party to this contract 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 contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

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

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

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

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. 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 email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

17. Existing Conditions

The contractor is to have visited the premises and considered all conditions that might affect the work in undertaking the work under this contract. No consideration will be given to any claims based on a lack of knowledge of existing conditions. **The pre-bid walk is on Thursday, August 15, 2024, at 9 AM.**

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
Mayor

(City Seal)
Attest:

_____
City Clerk
City of Lindsay

_____
Contractor

(Corporate Seal)

By: John Hunter

CEO
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

**Authorized Signatures for Corporate Contractors**

The undersigned certifies that they are authorized to execute documents on behalf of the corporation:

8/27/2024

~~President~~ CEO

Date

8/27/24

Secretary

Date

8/27/24

Treasurer

Date

(Corporate Seal)

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION**
**CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars ($25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

American Ramp Company

Contractor/Subcontractor

By: _____

John Hunter / CEO

Typed Name and Title

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed sub consultants prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed sub consultants (except where the proposed sub consultants have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Signature

By: John Hunter

CEO

Title

Bond Numbered: 30225116

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:
That we, American Ramp Company hereinafter referred to as "Contractor", as Principal, and Western Surety Company as Surety, are held firmly bound unto the City of Lindsay in the sum of One Hundred Forty-Seven Thousand Three Hundred Thirty-Four and 50/100 ($ 147,334.50 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Concrete or Gauge Steel Design Build Skatepark Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 28th day of August, 2024.

(Corporate Seal)

American Ramp Company
Contractor/Principal

By: _____

James Moss, CFO/Secretary
Title

(Corporate Seal)

Western Surety Company
Surety

By: _____

Scott Brothers, Attorney-in-fact
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Scott Brothers, Dawn Oney, Individually**

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

**Authorizing By-Laws and Resolutions**

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond Numbered: 30225116

**BOND FOR MATERIALS AND LABOR**

KNOW ALL MEN BY THESE PRESENTS:
That we, American Ramp Company hereinafter referred to as "Contractor", as Principal, and Western Surety Company as Surety, are held firmly bound unto the City of Lindsay in the sum of One Hundred Forty-Seven Thousand Three Hundred Thirty-Four and 50/100 ($ 147,334.50 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Concrete or Gauge Steel Design Build Skatepark** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 28th day of August, 2024.

(Corporate Seal)

American Ramp Company
Contractor/Principal

By: _____

James Moss, CFO/Secretary
Title

(Corporate Seal)

Western Surety Company
Surety

By: _____

Scott Brothers, Attorney-in-fact
Title

Approved as to Form:

_____
City Attorney for City of Lindsay

# Western Surety Company

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**Scott Brothers, Dawn Oney, Individually**

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

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**Authorizing By-Laws and Resolutions**

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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned,_____ the duly authorized and acting
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR's insurance coverage complies with the requirements of the CONTRACT.

_____
(Attorney's Signature)

DATE:_____

**CONTRACTOR INFORMATION:**

Firm Name American Ramp Company

*Note: In addition, place name on each Bid Sheet where space is provided*

Address 601 S. McKinley Ave.

Joplin, MO 64801

Email mferson@americanrampcompany.com

Telephone ( )417-206-6816 Fax ( )417-206-6888

Contractor's License Number 869556

Contractor's License Expiration Date 6/30/2026

Contractor's License Classification(s) A, B, C-61/D34

Contractor's California DIR Number 1000012376

***I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.***

BID AND CERTIFICATION SUBMITTED DATE 8/27/2024

SIGNATURE

*AUTHORIZED REPRESENTATIVE*

John Hunter

*PRINT OF TYPE NAME*

TITLE CEO

SUBMIT THIS SHEET WITH YOUR BID

**DESIGNATION OF SUBCONTRACTORS**

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

If the percentage of the work is not filled out, it will be assumed that the sub is responsible for 100% of the line items related to his trades work.

| PERCENT PERFORMED/TYPE OF WORK | SUBCONTRACTOR'S NAME | BUSINESS LOCATION CITY, STATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(USE ADDITIONAL SHEETS IF NECESSARY)
SUBMIT THIS SHEET WITH YOUR BID

## Exhibit A Labor Code Requirements

### 1770.

The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any worker employed on public work. This chapter does not permit any overtime work in violation of Article 3.
*(Amended by Stats. 2017, Ch. 28, Sec. 17. (SB 96) Effective June 27, 2017.)*

### 1771.

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.
*(Amended by Stats. 1981, Ch. 449, Sec. 1.)*

### 1772.

Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.
*(Amended by Stats. 1992, Ch. 1342, Sec. 7. Effective January 1, 1993.)*

### 1773.

The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.
In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft,

classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.
If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.
*(Amended by Stats. 1999, Ch. 30, Sec. 1. Effective January 1, 2000.)*

## 1774.

The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.
*(Enacted by Stats. 1937, Ch. 90.)*

## 1775.

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage

obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.
(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.
*(Amended by Stats. 2011, Ch. 677, Sec. 1. (AB 551) Effective January 1, 2012.)*

**1776.**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management

Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
*(j)* The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
*(Amended by Stats. 2014, Ch. 28, Sec. 71. (SB 854) Effective June 20, 2014.)*

## 1777.5.

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.
(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the

required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the

public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:
(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.
(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.
(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.
(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.
(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.
(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

*(p)* An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.
*(Amended by Stats. 2017, Ch. 553, Sec. 1. (AB 581) Effective January 1, 2018.)*

## 1778.

Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his or her own use or the use of any other person any portion of the wages of any worker or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.
*(Amended by Stats. 2017, Ch. 28, Sec. 23. (SB 96) Effective June 27, 2017.)*

## 1779.

Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.
*(Enacted by Stats. 1937, Ch. 90.)*

## 1780.

Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a worker on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor.
*(Amended by Stats. 2017, Ch. 28, Sec. 24. (SB 96) Effective June 27, 2017.)*

## 1810.

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.
*(Enacted by Stats. 1937, Ch. 90.)*

## 1811.

The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.
*(Amended by Stats. 2017, Ch. 28, Sec. 25. (SB 96) Effective June 27, 2017.)*

## 1812.

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.
*(Amended by Stats. 1988, Ch. 160, Sec. 123.)*

## 1813.

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.
*(Amended (as added by Stats. 1997, Ch. 757, Sec. 6) by Stats. 2002, Ch. 28, Sec. 3. Effective January 1, 2003.)*

## 1814.

Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.
*(Added by renumbering Section 1816 by Stats. 1961, Ch. 238.)*

## 1815.

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than $1^1/_2$ times the basic rate of pay.

## 1816.

An abstract of a judgment secured pursuant to this article or a copy thereof may be recorded with the county recorder of any county and from the time of the recording, the amount of the judgment shall constitute a lien upon all the real property of the employer in that county, owned or acquired by him during the life of the lien. The lien shall have the force, effect and priority of a judgment lien and shall continue for 10 years after the last entry of a judgment under this article unless sooner released or otherwise discharged. The lien may, within 10 years after the last entry of a

judgment under this article or within 10 years from the date of the last extension of the lien, be extended by recording a new abstract in the office of the county recorder of any county and from the time of such recording, the lien shall be extended to all the real property in such county for 10 years unless sooner released or otherwise discharged. Execution shall issue upon such a judgment upon request of the director in the same manner as execution may issue upon other judgments and sales shall be held under such execution as prescribed in the Code of Civil Procedure. In all proceedings under this section the director or his authorized agents may act on behalf of the state.

*(Amended by Stats. 1977, Ch. 481.)*

**1817.**

(a) If the director determines that the amount of any contributions, interest, and penalties are sufficiently secured by a lien on other property or that the release or subordination of the lien imposed under Section 1816 will not jeopardize the collection of the amount of the contributions, interest, and penalties, the director may at any time release all or any portion of the property subject to the lien imposed by Section 1816 from the lien or may subordinate the lien imposed by Section 1816 to other liens and encumbrances.

(b) If the director finds that the liability represented by the lien imposed under Section 1816, including any interest accrued thereon, is legally unenforceable, the director may release the lien.

(c) A certificate by the director to the effect that any property has been released from a lien or that the lien has been subordinated to other liens and encumbrances is conclusive evidence that such property has been released or that the lien has been subordinated as provided in the certificate.

*(Added by Stats. 1980, Ch. 600, Sec. 70.5.)*

601 S. McKinley Ave
Joplin, MO 64801
Toll-free: 800-RAMP-778
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

| Quote # | Design # | Customer | Date | Designer |
|---|---|---|---|---|
| Q28681.0 | 8908 | Lindsay City Hall | 08-22-24 | Chuck Dodge |

| Item | Obstacle | Height | Width | Length | Pro Series |
|---|---|---|---|---|---|
| 1 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 2 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 3 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 4 | Bank Ramp | 3.0' | 4.0' | 10.0' | |
| 5 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 6 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 7 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 8 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 9 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 10 | Bank Ramp | 3.0' | 4.0' | 10.0' | |
| 11 | Grindbox (2' Wide) | 1.0' | 2.0' | 12.0' | |
| 12 | Grind Rail, Kinked (Round) | 1.5' | 2" | 20.0' | |
| 13 | Wedge, Flat, Wedge | 1.5' | 4.0' | 18.0' | |
| 14 | Wedge, Flat, Wedge | 1.5' | 4.0' | 18.0' | |
| 15 | Planter (2' wide) | 3.0' | 2.0' | 18.0' | |
| 16 | Grind Rail (Round) | 1.0' | 2" | 12.0' | |
| 17 | Grindbox (1' Wide) | 8" | 1.0' | 8.0' | |
| 18 | Grind Rail (Square) | 1.0' | 3" | 8.0' | |
| 19 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 20 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 21 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 22 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 23 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 24 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 25 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 26 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| | Total | | | | $132,823.53 |
| | Bonding | | | | $2,656.47 |
| | Sales Tax @ 8.75% | | | | $11,854.50 |
| | **GRAND TOTAL** | | | | **$147,334.50** |

**Notes:**

- This turnkey quote includes equipment, shipping, and installation.
- This quote includes prevailing wage.
- This quote does include sales tax. If not applicable, call for a revised quote.
- This quote does not include removal or disposal of existing equipment. If applicable, call for a revised quote.
- Quote is good for 30 days.

601 S. McKinley Ave.
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

# Pro Series Surety Warranty Statement Disclosure

## Pro Series

### 20 year limited on all steel ramp components

* Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

## Exceptions to Warranty

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

## Disclaimer of Consequential Damages

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

## Surety Disclosure

Nothing contained herein shall be construed as extending or otherwise increasing/modifying the obligation of Western Surety Company, the Surety of ARC, other than the 1-year guarantee as to materials and workmanship provided by Western Surety Company with respect to any claim by purchaser for defective work/materials under applicable law. The obligation of the Surety shall be limited to that set forth in its agreement with ARC, and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between Surety and Purchaser.

Purchasing Entity: City of Lindsay

Signature: Armando da Silva Digitally signed by Armando da Silva Date: 2024.08.28 15:07:45 -07'00'

Date: 08/28/2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
American Ramp Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
601 S McKinley Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Joplin, MO 64801

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**
3 5 - 2 3 5 3 3 0 8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Kayla Date ▶ 1-9-2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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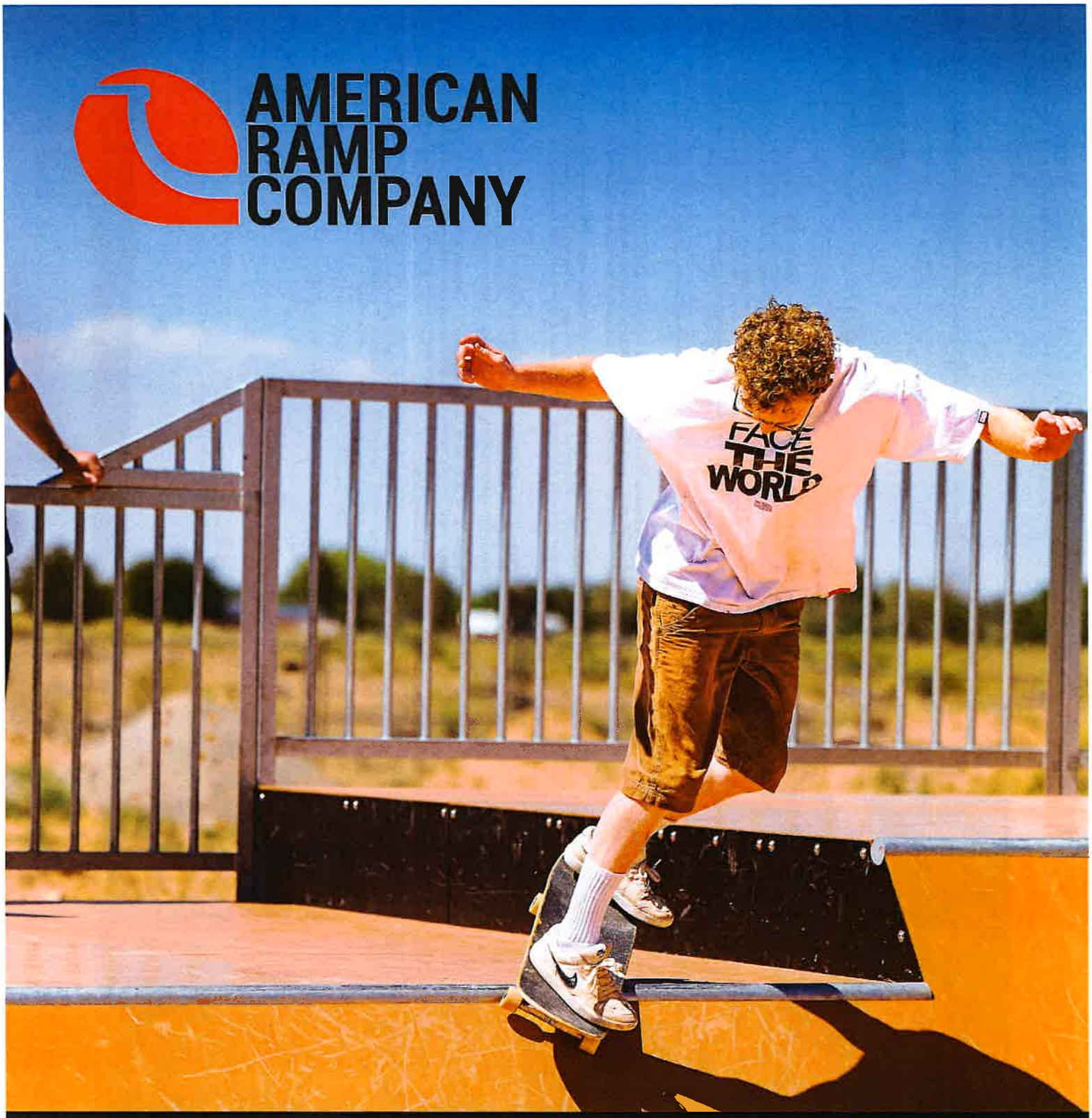



# REQUEST FOR PROPOSAL
# ALL-CONCRETE OR GAUGE STEEL DESIGN BUILD SKATEPARK PROJECT

LINDSAY, CA

City of Lindsay
Recreation Services Department
860 North Sequoia Avenue, Lindsay, CA 93247 • 559.562.5196

**August 19, 2024**

**Skate Park – Revision**

Addendum/Clarification No. 1

The following additions and/or corrections shall become part of the Specifications for the subject project:

1. **Question/Clarification.**
   a. Question: The RFP for the Skatepark only mentions concrete ramps. Is the City of Lindsay willing to consider gauge steel ramps as well?
   Answer: Yes, the City of Lindsay would consider steel ramps.

2. ***Use Specifications Rev. 8.26.24***
   a. Project Name has been updated to "All-Concrete or Gauge Steel Design Build Skatepark Project."
   b. EXHIBIT A. SCOPE OF WORK Pages 17 through 23 have been updated

This completes the items included in this Addendum/Clarification No. 1 for the City of Lindsay, **Skate Park – Revision.** This Addendum cover page shall be signed and submitted with the bid proposal.

American Ramp Company — 8/22/2024

Contractor — Date

Madeline Fern



City of Lindsay
Recreation Services Department
860 North Sequoia Avenue, Lindsay, CA 93247 • 559.562.5196

**August 19, 2024**

**Skate Park – Revision**

Addendum/Clarification No. 2

The following additions and/or corrections shall become part of the Specifications for the subject project:

1. **Question/Clarification.**
   a. Question: The RFP for the Skatepark only mentions concrete ramps. Is the City of Lindsay willing to consider gauge steel ramps as well?
   Answer: Yes, the City of Lindsay would consider steel ramps.
   b. Question: Will the city accept an online submittal?
   Answer: Yes, the City of Lindsay will accept an online submittal.
   c. Question: Would the City of Lindsay accept custom (non-modular) products or poured-in-place concrete?
   Answer: The City of Lindsay would accept custom (non-modular) products or poured-in-place concrete.

2. ***Use Specifications Rev. 8.19.24***
   a. Project Name has been updated to "Concrete or Gauge Steel Design Build Skatepark Project."
   b. EXHIBIT A. SCOPE OF WORK Pages 17 through 24 have been updated
   c. The word **"Sealed"** has been removed from the RFP. Page 1
   d. Time of Completion has been updated to 90 calendar days. Page 5
   e. Removal of rendering image of Skatepark. Page 24

This completes the items included in this Addendum/Clarification No. 2 for the City of Lindsay, **Skate Park – Revision.** This Addendum cover page shall be signed and submitted with the bid proposal.

American Ramp Company — 8/22/2024

Contractor — Date

Madeline Fern

601 S. McKinley Ave
Joplin, MO 64801
Toll-free: 800-RAMP-778
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

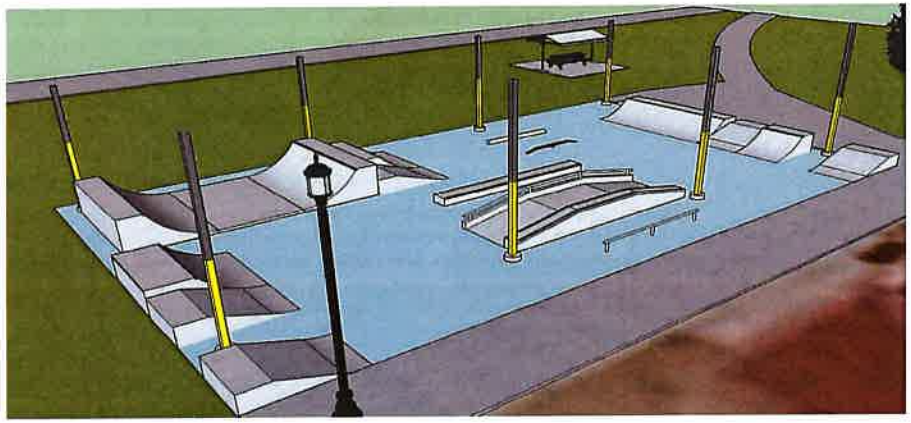
| Quote # | Design # | Customer | Date | Designer |
|---|---|---|---|---|
| Q28681.0 | 8908 | Lindsay City Hall | 08-22-24 | Chuck Dodge |

| Item | Obstacle | Height | Width | Length | Pro Series |
|---|---|---|---|---|---|
| 1 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 2 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 3 | Half Pipe | 4.0' | 4.0' | 30.0' | |
| 4 | Bank Ramp | 3.0' | 4.0' | 10.0' | |
| 5 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 6 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 7 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 8 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 9 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 10 | Bank Ramp | 3.0' | 4.0' | 10.0' | |
| 11 | Grindbox (2' Wide) | 1.0' | 2.0' | 12.0' | |
| 12 | Grind Rail, Kinked (Round) | 1.5' | 2" | 20.0' | |
| 13 | Wedge, Flat, Wedge | 1.5' | 4.0' | 18.0' | |
| 14 | Wedge, Flat, Wedge | 1.5' | 4.0' | 18.0' | |
| 15 | Planter (2' wide) | 3.0' | 2.0' | 18.0' | |
| 16 | Grind Rail (Round) | 1.0' | 2" | 12.0' | |
| 17 | Grindbox (1' Wide) | 8" | 1.0' | 8.0' | |
| 18 | Grind Rail (Square) | 1.0' | 3" | 8.0' | |
| 19 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 20 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 21 | Quarter Pipe | 2.0' | 4.0' | 9.0' | |
| 22 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 23 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| 24 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 25 | Quarter Pipe | 3.0' | 4.0' | 10.0' | |
| 26 | Bank Ramp (Wedge) | 2.0' | 4.0' | 10.0' | |
| | Total | | | | $132,823.53 |
| | Bonding | | | | $2,656.47 |
| | **GRAND TOTAL** | | | | **$135,480.00** |

**Notes:**

- This turnkey quote includes equipment, shipping, and installation.
- This quote includes prevailing wage.
- This quote does not include sales tax. If applicable, call for a revised quote.
- This quote does not include removal or disposal of existing equipment. If applicable, call for a revised quote.
- Quote is good for 30 days.





## PROJECT SCHEDULE


Award Contract: September 30th

Project Kickoff: October 1st

Community Engagement: Week of October 7th

Final Design Approval: October 18th

Manufacturing: October – November

Installation / Project Complete: December 31st or sooner

# We are American Ramp Company

We believe that communities need challenging and safe place to gather and recreate. Our Passion is rooted in action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.

In 1998, Nathan Bemo founded American Ramp Company (ARC). As an avid skater, Nathan's focus was to design and build innovative skateparks. To achieve this, Nathan assembled a world-class team consisting of skateboarders, BMXers, mountain bike riders, engineers, landscape architects, and veteran builders. These full-time employees make up our legendary design team. This team's focus is to further action sports on a global scale.

Today, ARC is truly the leader in the development of action sports facilities for communities large and small. From advocacy, design, and engineering help for a small town–to a million dollar skatepark, our team's passion will pave the way for your custom skatepark.

AMERICAN RAMP COMPANY

**25+** YEARS
**45+** COUNTRIES
**3500+** PROJECTS

## AMERICAN CANYON SKATEPARK
AMERICAN CANYON, CA

In 2023, the city of American Canyon contracted with American Ramp Company to relocate their existing above ground ramps and incorporate new concrete elements. After our community engagement and discussions with the project team, the city decided to move forward with an all concrete skatepark designed by ARC. The new 12,000 sq/ft skatepark features two bowls and a complete street section. Completed in March of 2024, this new park has been a hit with the community.

**Size:** 12,000 sq/ft
**Completed:** March 2024

**Contact:** Erica Ahmann Smithies, PE
Public Works Director
esmithies@cityofamericancanyon.org
707.647.4366

## ENCHANTED HILLS PARK SKATEPARK
PERRIS, CA

The Enchanted Hills Park Project is a 22-acre oasis residing on the west end of the city amongst a lower income community. This park was devoted to using the native landscape and natural stone outcroppings as a backdrop for the community to gather and recreate. Included in this project was a reworking of the existing bike park area and addition of a skate park, both of which were constructed by ARC. The park project also included basketball courts, a splash pad, play structures, and a network of walking paths, art, and stone murals. This projects was funded in part by a Prop 68 grant and is an active candidate for SITES Certification.

**Completed:** 2022

**Contact:**
Alex Witham
ACT 1 Construction
c. 951-295-4677
o. 951-735-1184
alex@act1const.com

## LAGUNA BEACH SKATEPARK
LAGUNA BEACH, CA

In 2022, the city of Laguna Beach acquired a former school and transformed the property into a community and recreation center. In 2023 the city reached out to ARC and inquired if we could manufacture and install portable skate ramps that could be used in the multiuse courtyard. The city needed the ability to move the ramps in case the space needed to be repurposed for special events. ARC was able to design a custom park that considered the unique features on site like the existing basketball pole and installed a portable municipal grade steel park. With strategic forklift channels built into the steel structure, the city can quickly and easily move the ramps whenever needed.

**Completed:** 2024

**Contact:**
Alexis Braun
Recreation Manager
abraun@lagunabeachcity.net
949.497.0762

## GONZALES SKATEPARK
GONZALES, CA

In 2017, the city of Gonzales reached out to ARC with interest in replacing their old, outdated above ground ramps that were originally completed by another company. ARC was able to replace all of their dilapidated ramps, and the city was pleasantly surprised by the warm reception the new skatepark received. Immediately after opening the new park, the city began planning a phase 2 expansion that would fill out the rest of the pad. In 2022, the city worked with ARC to complete phase 2 which included that addition of a completely above ground bowl.

**Completed:** 2023

**Contact:**
Patrick Dobbins
Public Works Director
pdobbins@ci.gonzales.ca.us
831-675-5000


## Cody McEntire
# SKATEPARK DESIGNER/ PRO SKATEBOARDER

Cody McEntire comes to the skateboard world by way of Texas. His breakout role was in the Digital Skateboarding video Smoke and Mirrors where he skated to the musical stylings of Lynard Skynard. He won Tampa Am back in 2006 and reached pro status in 2010. But for McEntire the "pro" title has never mattered much to him—he does it for the fun of it. That said, McEntire's presence at Tampa Pro and Street League Skateboarding (SLS) events shows that he means business.

**RELEVANT EXPERIENCE**

- SLS Competitor from 2015 to 2019
- Tampa Pro Competitor from 2015 to 2018
- Dew Tour Competitor from 2015 to 2017
- X-Games Skate Competitor in 2016
- 7th in Street League Chicago Finals – 2015
- 3rd in Steet League Barcelona Finals – 2016
- 3rd in Street League Super Crown Men's – 2016
- 4th in Dew Tour Chicago Steet Best Session – 2015
- 4th in Dew Tour Long Beach - 2016
- 4th in Street League Pro Open Los Angeles Finals – 2015
- 1st in Best Trick Contest Presented by Diamond at the Texas Skate Jam –2015

## Chuck Dodge
# DESIGNER/ COMPUTER RENDERING

Chuck Dodge has an unrivaled ability to create skatepark designs that are aesthetically pleasing and functionally sound. Over the past decade, Chuck has toured throughout the U.S. giving him the opportunity to visit many skateparks of every style and flavor. Having this hands-on experience has fine tuned his ability to recognize what defines a well designed skatepark. His passion for BMXing and skateboarding nurtures his drive to create skatepark environments that are coherent to their surroundings and distinguishes them as one-of-a-kind skatepark destinations.

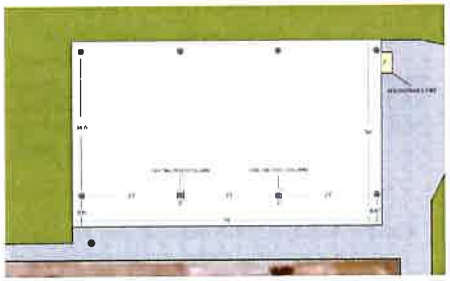
**RELEVANT EXPERIENCE**

- BMXer since 2000
- Sponsored rider for Dirt Bros, Blue Six, Etnies
- Skatepark designer since 2010
- Toured around the U.S. doing BMX stunt shows
- Areas of expertise include: Skatepark Design, 3DS Max, Photoshop, Illustrator, InDesign

### *OVERVIEW*

Our desire is to create action sports facilities that welcome and encourage all rider types and people of all ages and skill level. To create a signature skatepark for the City, ARC will collaborate with City staff and the local skate community to gain input on the design. Through a series of public workshops, we will use the community's ideas to formulate a conceptual design. The proposed skatepark design will incorporate current street and plaza style skating elements along with transition and bowl areas.

In addition to the skatepark, ARC can provide consultation for the integration of spectator viewing areas, entry signage, covered structure, landscaping, and trash receptacles. The final skatepark design will appeal to all skill levels and host a variety of ages and abilities.



### *SITE REVIEW*

One of our team members will walk the potential skatepark sites with the City to review the opportunities and constraints at each location. During the site reviews, we will use a drone to capture photos and videos that will be used to assist in our final report. Upon completion of the site reviews, our team will prepare a report for the City with our recommendations.

### *COMMUNITY INVOLVEMENT*

With over 25 years of experience designing and building municipal skateparks, we fully understand the importance of including the community in the design process. American Ramp Company looks forward to collaborating with project stakeholders and local athletes to design a skatepark that meets the high expectations of the community.

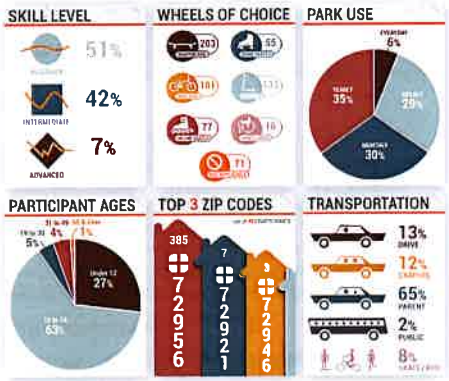
### *IN-PERSON FORUM*

The ARC design team has developed a comprehensive series of workshops which focus not only on the skatepark elements but, also the perimeter uses and functions as well. As skateboarders ourselves, we can easily identify and speak the language of the skatepark users and advisory group participants. We provide all meeting materials, hardware, illustrations, etc. needed to facilitate the public meetings. The city only needs to provide a meeting room, tables, chairs, electricity, and your ideas. By inviting discussions regarding locations and preferences of spectator viewing, separation of beginner areas, and incorporation of park amenities, we have had great success in achieving a sense of ownership by the general public as well as the skate community. In facilitating public workshops with the kids, we have found the younger skaters can sometimes be intimidated by the more vocal older crowd. We have designed a portion of our workshop to include an anonymous questionnaire where users can express their ideas without influence from the older participants. These meetings really are a lot of fun!



### *SKATE SESSION WITH CODY MCENTIRE AND JULIA BRUECKLER*

What better way to get the community excited about giving input than bringing some of their favorite pros out to host a skate session. Cody and Julia are awesome with the kids, and truly care about designing the best possible park for your community. They make sure to spend time with each person who attends. We've found this method to yield the best possible feedback because it's an informal setting that the skate community is comfortable in.

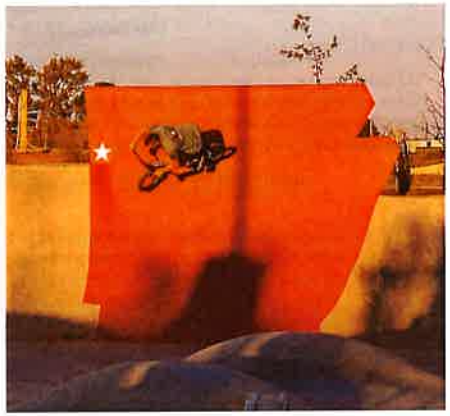


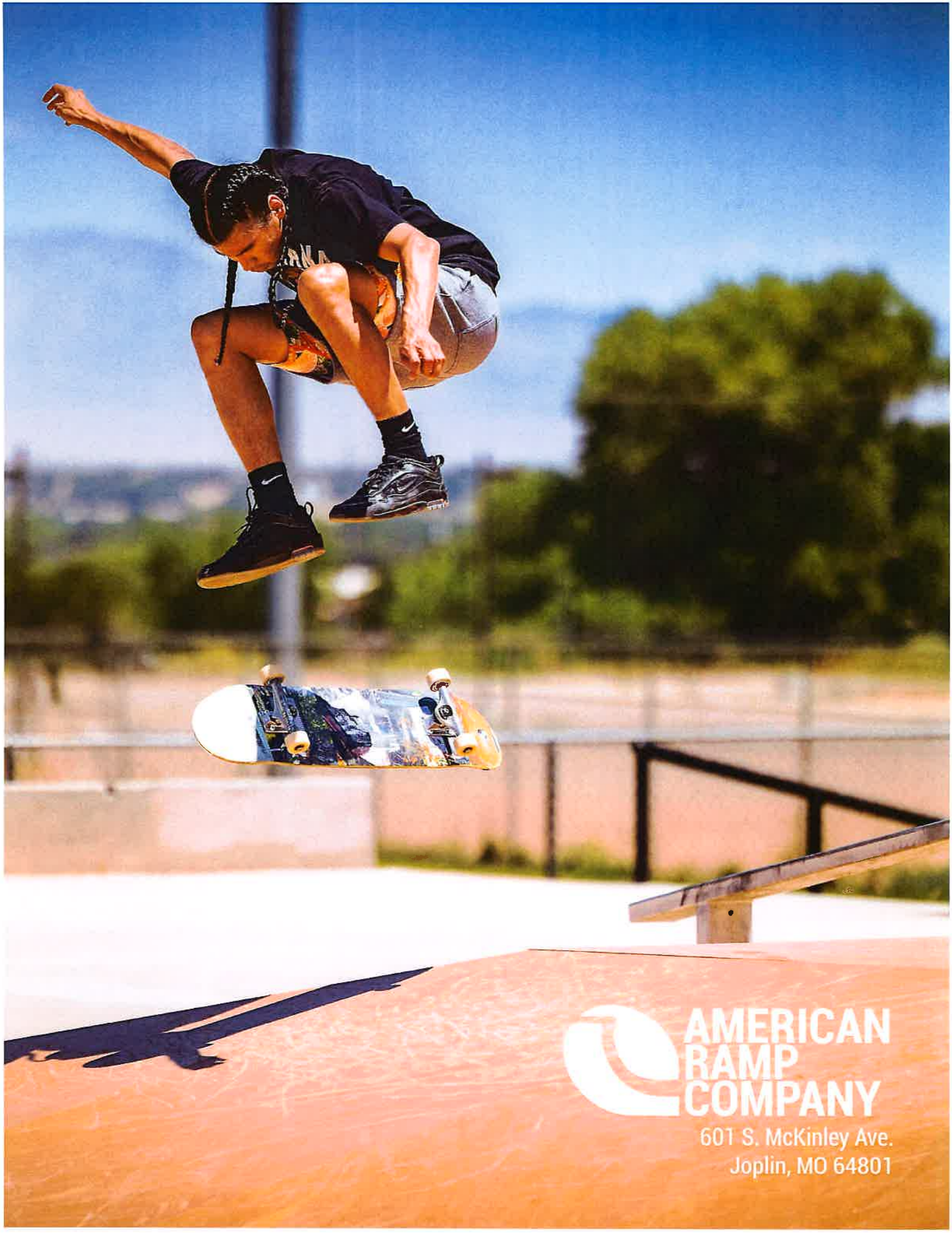

### *ONLINE SURVEY*

The final piece of the community involvement puzzle. We typically run two online surveys throughout the process. One at the very beginning to gather general information like demographics and skatepark preferences, and then another after the first concept design has been created – requesting feedback. The online portion of community engagement is essential because a lot of the younger crowd will not be able to make the scheduled meetings. When constructing a skatepark that will last for decades, it's important to hear what the future generation would like to see in the park.

### *LOCAL INFLUENCE AND SKATEPARK IDENTITY*

Our design team specializes in the integration of local identity into all our action sports park projects. We look forward to collaborating with the city and local athletes to identify ways to incorporate local culture to make the action sports park visually unique and create a sense of ownership throughout the community.




AMERICAN
RAMP
COMPANY
601 S. McKinley Ave.
Joplin, MO 64801

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.4**
**Action Items**

**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** 2024/2025 General Fund Budget Amendment

## ACTION & RECOMMENDATION

Approve the City of Lindsay 2024/2025 General Fund Budget Amendment.

## BACKGROUND | ANALYSIS

The City of Lindsay City Council had approved the 2024/2025 City Budget on June 25, 2024, with the understanding that the budget would be further evaluated, and significant revisions would be brought back to Council for approval.

The City is having to address deficiencies that have been identified in both the annual audit as well as the previous state audit. Therefore significant budget revisions are being made to address audit findings and maintain solvency

The general fund budget for 2024/2025 has been revised from $9.6 million to $7.6 million. $640,583 of the budget revision is a direct reflects the transfer of HCD funds into a segregated fund, as mandated by HCD, along with additional adjustments made through departmental meetings and staff collaborations.

Staff will continue working on the remaining areas of the budget to make further adjustments. As this work progresses, additional budget amendments will be brought back to Council for consideration.

## FISCAL IMPACT

All budget and CIP project values are based upon the best available data. Updates to the budget will be presented on a quarterly basis to Council and the public.

## ATTACHMENTS

1. General Fund Budget Amendment

Reviewed/Approved: _____

# 101 GENERAL FUND

## REVENUES

| KEY | FUND/DEPT | FUND/DEPT TITLE | ACCOUNT | ACCOUNT TITLE | 2024 ACTUALS | ORIGINAL BUDGET | REVISED BUDGET | |
|---|---|---|---|---|---|---|---|---|
| 101300009 | 101 | GENERAL FUND | 300009 | DONATIONS | $ 0.58 | $ - | $ - | |
| 101300017 | 101 | GENERAL FUND | 300017 | HRPP GRANT - STATE HCD | $ - | $ - | $ - | |
| 101300101 | 101 | GENERAL FUND | 300101 | RECREATION FUND RAISER | $ - | $ - | $ - | |
| 101300102 | 101 | GENERAL FUND | 300102 | CARES UI CREDIT | $ - | $ - | $ - | |
| 101300104 | 101 | GENERAL FUND | 300104 | SPECIAL EVENT REVENUE | $ 1,140.00 | $ - | $ - | |
| 101300106 | 101 | GENERAL FUND | 300106 | CARES | $ - | $ - | $ - | |
| 101301010 | 101 | GENERAL FUND | 301010 | PROPERTY TAX REVENUE | $ 369,994.78 | $ 385,000.00 | $ 385,000.00 | |
| 101301011 | 101 | GENERAL FUND | 301011 | COUNTY PRP TAX ERAF S&U | $ - | $ - | $ - | |
| 101302020 | 101 | GENERAL FUND | 302020 | CURRENT UNSECURED | $ 24,562.96 | $ 25,500.00 | $ 25,500.00 | |
| 101305011 | 101 | GENERAL FUND | 305011 | OTHER REVENUES | $ 1,269.00 | $ - | $ - | |
| 101305050 | 101 | GENERAL FUND | 305050 | INTEREST & PENALTIES | $ 4,274.48 | $ 3,000.00 | $ 3,000.00 | |
| 101307070 | 101 | GENERAL FUND | 307070 | TAX RELIEF SUBVENTION | $ 1,010.36 | $ 2,000.00 | $ 2,000.00 | |
| 101308008 | 101 | GENERAL FUND | 308008 | OTHER PROPERTY TAXES | $ - | $ - | $ - | |
| 101308080 | 101 | GENERAL FUND | 308080 | OTHER PRTX/ABX126 PASTHRU | $ 298,741.00 | $ 275,000.00 | $ 275,000.00 | |
| 101308180 | 101 | GENERAL FUND | 308180 | ABX126 RESIDUAL | $ - | $ - | $ - | |
| 101309090 | 101 | GENERAL FUND | 309090 | UTILITY USER TAX | $ 908,646.58 | $ 1,129,250.00 | $ 1,129,250.00 | |
| 101310002 | 101 | GENERAL FUND | 310002 | RECREATION FIELD RENTALS | $ 14,213.00 | $ 12,000.00 | $ 12,000.00 | |
| 101311010 | 101 | GENERAL FUND | 311010 | SALES & USE | $ 1,189,740.77 | $ 1,559,000.00 | $ 1,559,000.00 | |
| 101311020 | 101 | GENERAL FUND | 311020 | RETAIL CANNABIS TAX | $ 142,845.46 | $ 250,000.00 | $ 250,000.00 | |
| 101311030 | 101 | GENERAL FUND | 311030 | NON-RETAIL CANNABIS TAX | $ - | $ - | $ - | |
| 101311999 | 101 | GENERAL FUND | 311999 | MEASURE O | $ 1,379,460.25 | $ 1,637,000.00 | $ 1,637,000.00 | |
| 101312020 | 101 | GENERAL FUND | 312020 | UTILITY COMPANY FRANCHISE | $ 166,286.97 | $ 145,000.00 | $ 145,000.00 | |
| 101313030 | 101 | GENERAL FUND | 313030 | REAL PROPERTY TRANSFER | $ 9,288.11 | $ 7,500.00 | $ 7,500.00 | |
| 101315050 | 101 | GENERAL FUND | 315050 | TRANSIENT OCCUPANCY TAX | $ 75,371.37 | $ 120,000.00 | $ 120,000.00 | |
| 101316059 | 101 | GENERAL FUND | 316059 | BUS LICENSE AP REVIEW | $ 11,318.00 | $ 6,500.00 | $ 6,500.00 | |
| 101316060 | 101 | GENERAL FUND | 316060 | BUSINESS LICENSE FEES | $ 94,218.39 | $ 90,000.00 | $ 90,000.00 | |
| 101316062 | 101 | GENERAL FUND | 316062 | ARBOR RENTAL/MISC SRV | $ 3,734.00 | $ 3,000.00 | $ 3,000.00 | |
| 101320002 | 101 | GENERAL FUND | 320002 | HEALTH PREM CONTRIBUTION | $ 14,216.77 | $ 8,000.00 | $ 8,000.00 | |
| 101322020 | 101 | GENERAL FUND | 322020 | BICYCLE LICENSES | $ - | $ - | $ - | |
| 101323030 | 101 | GENERAL FUND | 323030 | DOG LICENSE - LINDSAY | $ 95.00 | $ 300.00 | $ 300.00 | |
| 101324040 | 101 | GENERAL FUND | 324040 | BUILDING PERMITS | $ 219,074.97 | $ 200,000.00 | $ 200,000.00 | |
| 101330104 | 101 | GENERAL FUND | 330104 | DOJ COPS-IN-SCHOOL | $ - | $ - | $ - | |
| 101330105 | 101 | GENERAL FUND | 330105 | DOJ VET-TO-COP GRANT | $ - | $ - | $ - | |
| 101335060 | 101 | GENERAL FUND | 335060 | MOTOR VEHICLE IN-LIEU TAX | $ 15,683.70 | $ 13,770.00 | $ 13,770.00 | |
| 101335061 | 101 | GENERAL FUND | 335061 | COUNTY PRP TAX VLF | $ 1,355,171.00 | $ 1,323,550.00 | $ 1,323,550.00 | |
| 101335070 | 101 | GENERAL FUND | 335070 | DUI LAB FEES | $ 616.77 | $ 1,000.00 | $ 1,000.00 | |
| 101335089 | 101 | GENERAL FUND | 335089 | K-9 PROGRAM DONATIONS | $ - | $ - | $ - | |
| 101335090 | 101 | GENERAL FUND | 335090 | P.O.S.T. | $ - | $ - | $ - | |
| 101337120 | 101 | GENERAL FUND | 337120 | YOUTH SRVCES OFFICER-LUSD | $ 125,295.67 | $ 143,219.00 | $ - | CONTRACT CANCELLED |
| 101340002 | 101 | GENERAL FUND | 340002 | PARCEL MAP TENTATIVE | $ 5,239.00 | $ - | $ - | |
| 101340003 | 101 | GENERAL FUND | 340003 | LOT LINE ADJ REVIEW | $ 8,074.00 | $ - | $ - | |
| 101340006 | 101 | GENERAL FUND | 340006 | GEN PLAN REVIEW/REVISION | $ 18,118.41 | $ 5,000.00 | $ 5,000.00 | |
| 101340007 | 101 | GENERAL FUND | 340007 | ZONE CHG/AMDMNT REVIEW | $ 5,331.00 | $ - | $ - | |
| 101340008 | 101 | GENERAL FUND | 340008 | SUB/DEV AGREEMT AMENDMENT | $ 8,338.00 | $ - | $ - | |
| 101340010 | 101 | GENERAL FUND | 340010 | ENVIRNMNTL IMPACT REVIEW | $ 2,597.00 | $ - | $ - | |
| 101340011 | 101 | GENERAL FUND | 340011 | HOME OCCUPATION PERMIT | $ 1,306.00 | $ - | $ - | |
| 101340013 | 101 | GENERAL FUND | 340013 | PARCEL MAP FINAL | $ - | $ - | $ - | |
| 101340014 | 101 | GENERAL FUND | 340014 | SUBDIV MAP TENTATIVE | $ 8,148.00 | $ - | $ - | |
| 101340015 | 101 | GENERAL FUND | 340015 | SUBDIV MAP FINAL | $ - | $ - | $ - | |
| 101341010 | 101 | GENERAL FUND | 341010 | PLANNING & ZONING FEES | $ - | $ 5,000.00 | $ 5,000.00 | |
| 101341020 | 101 | GENERAL FUND | 341020 | PLAN CHECK FEES | $ 30,085.21 | $ 30,000.00 | $ 30,000.00 | |
| 101341025 | 101 | GENERAL FUND | 341025 | PLANNED UNIT DEVELOPMENT | $ 3,001.00 | $ - | $ - | |
| 101341030 | 101 | GENERAL FUND | 341030 | ANNEXATION | $ - | $ - | $ - | |
| 101341040 | 101 | GENERAL FUND | 341040 | CONDITIONAL USE PERMITS | $ 2,425.00 | $ 1,500.00 | $ 1,500.00 | |
| 101341041 | 101 | GENERAL FUND | 341041 | CANNABIS PERMIT | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | |
| 101341050 | 101 | GENERAL FUND | 341050 | SITE PLAN REVIEWS | $ 23,816.00 | $ 3,000.00 | $ 3,000.00 | |
| 101341051 | 101 | GENERAL FUND | 341051 | SIGN REVIEW | $ - | $ - | $ - | |
| 101341060 | 101 | GENERAL FUND | 341060 | VARIANCE FEES | $ 2,425.00 | $ - | $ - | |
| 101341061 | 101 | GENERAL FUND | 341061 | CITY SHARE-SB 1186 CASP | $ 3,340.35 | $ - | $ - | |
| 101341070 | 101 | GENERAL FUND | 341070 | MISC.C.S/FIRE INSPECTION | $ 5,247.05 | $ 6,000.00 | $ 6,000.00 | |
| 101342010 | 101 | GENERAL FUND | 342010 | SPECIAL POLICE SERVICES | $ - | $ - | $ - | |
| 101342020 | 101 | GENERAL FUND | 342020 | SPECIAL FIRE SEVICES | $ - | $ 500.00 | $ 500.00 | |
| 101342030 | 101 | GENERAL FUND | 342030 | ANIMAL CONTROL | $ 1,004.00 | $ 250.00 | $ 250.00 | |
| 101342040 | 101 | GENERAL FUND | 342040 | WEED CLEANING & REMOVAL | $ - | $ - | $ - | |
| 101342042 | 101 | GENERAL FUND | 342042 | CANNABIS APPLICATION | $ 1,000.00 | $ - | $ - | |
| 101342050 | 101 | GENERAL FUND | 342050 | SALE OF SHOULDER PATCHES | $ - | $ - | $ - | |
| 101342060 | 101 | GENERAL FUND | 342060 | VEHICLE RELEASE | $ 24,973.00 | $ 12,000.00 | $ 12,000.00 | |
| 101342069 | 101 | GENERAL FUND | 342069 | FINGERPRINTS | $ 9,576.00 | $ 6,000.00 | $ 6,000.00 | |
| 101342071 | 101 | GENERAL FUND | 342071 | GANG REGISTRATION FEE | $ 64.00 | $ - | $ - | |
| 101342072 | 101 | GENERAL FUND | 342072 | POLICE FALSE ALARM RESPO. | $ 150.00 | $ - | $ - | |
| 101342073 | 101 | GENERAL FUND | 342073 | RECORDS CHECK/CLEARANCE | $ - | $ - | $ - | |
| 101342074 | 101 | GENERAL FUND | 342074 | POLICE REPORT COPY | $ 951.00 | $ - | $ - | |
| 101342076 | 101 | GENERAL FUND | 342076 | VEHICLE EQUIP. CORR. INSP | $ 2,166.00 | $ - | $ - | |
| 101342079 | 101 | GENERAL FUND | 342079 | FIRE REPORT COPY | $ 104.00 | $ - | $ - | |
| 101345010 | 101 | GENERAL FUND | 345010 | ENG DEV. INSP. IMP PLAN | $ - | $ - | $ - | |
| 101345045 | 101 | GENERAL FUND | 345045 | SPECIAL MEETING APPLICATI | $ - | $ - | $ - | |
| 101345050 | 101 | GENERAL FUND | 345050 | LEASE/RENT RECEIPTS | $ - | $ - | $ - | |
| 101345060 | 101 | GENERAL FUND | 345060 | SALE OF REAL PROPERTY | $ - | $ - | $ - | |
| 101347050 | 101 | GENERAL FUND | 347050 | FRIDAY NIGHT MARKET | $ 86,250.00 | $ 85,000.00 | $ 85,000.00 | |
| 101351010 | 101 | GENERAL FUND | 351010 | PUBLIC SAFETY FINES/REVNU | $ 10,836.82 | $ 10,000.00 | $ 10,000.00 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 101351020 | 101 | GENERAL FUND | 351020 | SALES TAX - PROP 172 | $ 74,589.27 | $ 95,900.00 | $ 95,900.00 |
| 101351030 | 101 | GENERAL FUND | 351030 | TULARE COUNTY(SLESF)COPS | $ 186,158.95 | $ 170,000.00 | $ 170,000.00 |
| 101354040 | 101 | GENERAL FUND | 354040 | OTHER FINES & FORFEITS | $ 4,000.00 | $ 5,000.00 | $ 5,000.00 |
| 101354050 | 101 | GENERAL FUND | 354050 | D.U.I. - COST RECOVERY | $ - | $ - | $ - |
| 101354060 | 101 | GENERAL FUND | 354060 | VEHICLE ABATEMENT | $ 5,635.92 | $ 3,000.00 | $ 3,000.00 |
| 101354075 | 101 | GENERAL FUND | 354075 | TRAFFIC ACCIDENT REPORT | $ 6,015.00 | $ 4,500.00 | $ 4,500.00 |
| 101360010 | 101 | GENERAL FUND | 360010 | INTEREST EARNINGS | $ 80,241.86 | $ - | $ - |
| 101360020 | 101 | GENERAL FUND | 360020 | RENT- PERSONAL PROPERTY | $ - | $ - | $ - |
| 101360030 | 101 | GENERAL FUND | 360030 | ASSET SEIZURE REVENUES | $ - | $ - | $ - |
| 101360110 | 101 | GENERAL FUND | 360110 | EARNED BANK INTEREST | $ 43,135.29 | $ 30,000.00 | $ 30,000.00 |
| 101363030 | 101 | GENERAL FUND | 363030 | RENT,CITY FACILITY | $ - | $ - | $ - |
| 101363035 | 101 | GENERAL FUND | 363035 | SMALL BUSINESS INCUBATOR | $ - | $ - | $ - |
| 101365050 | 101 | GENERAL FUND | 365050 | SALE, SURPLUS PROPERTY | $ - | $ - | $ - |
| 101369060 | 101 | GENERAL FUND | 369060 | CONVENIENCE FEES | $ 6,039.60 | $ - | $ - |
| 101369080 | 101 | GENERAL FUND | 369080 | NOTARY FEES | $ 45.00 | $ - | $ - |
| 101369090 | 101 | GENERAL FUND | 369090 | OTHER MISC REVENUES | $ 6,275.96 | $ 5,500.00 | $ 5,500.00 |
| 101369091 | 101 | GENERAL FUND | 369091 | VEHICLE SIGN OFF | $ - | $ - | $ - |
| 101369093 | 101 | GENERAL FUND | 369093 | HOMELAND SECURITY GRANT | $ - | $ - | $ - |
| 101369200 | 101 | GENERAL FUND | 369200 | MILITARY BANNER | $ 2,375.00 | $ - | $ - |
| 101369300 | 101 | GENERAL FUND | 369300 | GRANT FUNDS RECEIVED | $ 143,891.36 | $ - | $ - |
| 101369304 | 101 | GENERAL FUND | 369304 | AB109 PS MITIGATION GRANT | $ - | $ - | $ - |
| 101369400 | 101 | GENERAL FUND | 369400 | REBATES/REFUND/REIMBURSMT | $ 170,138.91 | $ 115,000.00 | $ 115,000.00 |
| 101369402 | 101 | GENERAL FUND | 369402 | MANDATED COST REIMBRSEMNT | $ - | $ - | $ - |
| 101380185 | 101 | GENERAL FUND | 380185 | OVER/SHORT | $ 173.33 | $ - | $ - |
| 101390100 | 101 | GENERAL FUND | 390100 | TRANSFERS IN | $ - | $ - | $ - |
| | | | | **TOTAL REVENUES** | **$ 7,429,551.23** | **$ 7,942,739.00** | **$ 7,799,520.00** |

## EXPENDITURES

| KEY | FUND/DEPT | FUND/DEPT TITLE | ACCOUNT | ACCOUNT TITLE | 2024 ACTUALS | ORIGINAL BUDGET | REVISED BUDGET |
|---|---|---|---|---|---|---|---|
| 101033023 | 101 | GENERAL FUND | 033023 | ESCROW EXP/CLOSING COSTS | $ - | $ - | $ - |
| 101069068 | 101 | GENERAL FUND | 069068 | LAND PURCHASE | $ - | $ - | $ - |
| 101090200 | 101 | GENERAL FUND | 090200 | TRANSFERS OUT | $ - | $ - | $ - |
| 101099002 | 101 | GENERAL FUND | 099002 | WRITE-OFF - UNCOLLECTIBLE | $ - | $ - | $ - |
| 101099999 | 101 | GENERAL FUND | 099999 | SPECIAL ITEM - HCD | $ - | $ - | $ - |
| 10140100240 | 1014010 | CITY COUNCIL | 024000 | SPECIAL DEPT SUPPLIES | $ 2,979.27 | $ 2,325.00 | $ 2,325.00 |
| 10140100370 | 1014010 | CITY COUNCIL | 037002 | COUNCIL PUBLIC OUTREACH | $ 8,070.52 | $ 20,000.00 | $ 8,000.00 |
| 10140100370 | 1014010 | CITY COUNCIL | 037005 | JPA DUES | $ - | $ 9,000.00 | $ - |
| 10140100370 | 1014010 | CITY COUNCIL | 037012 | STIPEND | $ 15,900.00 | $ 15,900.00 | $ 15,900.00 |
| 10140100370 | 1014010 | CITY COUNCIL | 037030 | COMMUNITY EVENTS | $ 50,015.65 | $ 37,500.00 | $ 37,500.00 |
| 10140100370 | 1014010 | CITY COUNCIL | 037050 | CONTINGENCY COSTS | $ 4,189.95 | $ 20,500.00 | $ 4,100.00 |
| 10140100380 | 1014010 | CITY COUNCIL | 038002 | MEETINGS & TRAVEL | $ 11,806.55 | $ 15,000.00 | $ 11,000.00 |
| 10140200220 | 1014020 | CITY CLERK / IT | 022000 | DEPART OPERATING SUPPLIES | $ 333.68 | $ 4,290.00 | $ 2,500.00 |
| 10140200230 | 1014020 | CITY CLERK / IT | 023015 | SOFTWARE | $ 158.89 | $ - | $ - |
| 10140200310 | 1014020 | CITY CLERK / IT | 031000 | PROFESSIONAL SERVICES | $ 83,694.24 | $ 125,000.00 | $ 125,000.00 |
| 10140300100 | 1014030 | HUMAN RESOURCES | 010000 | AD'L SALARY:SPECIAL PAYS | $ 472.04 | $ - | $ - |
| 10140300100 | 1014030 | HUMAN RESOURCES | 010001 | SALARIES - FULL TIME | $ 13,892.94 | $ - | $ - |
| 10140300100 | 1014030 | HUMAN RESOURCES | 010002 | SALARIES - PART TIME | $ - | $ - | $ - |
| 10140300100 | 1014030 | HUMAN RESOURCES | 010008 | TEMPS | $ 7,456.12 | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015002 | FICA/MEDICARE CITY PAID | $ 738.94 | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015004 | PERS - EPMC | $ - | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015005 | PERS - EMPLOYER CONTRIBT | $ 2,041.68 | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015006 | WORKER'S COMPENSATION | $ 1,257.17 | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 5,467.16 | $ - | $ - |
| 10140300150 | 1014030 | HUMAN RESOURCES | 015015 | PERS UNFUNDED LIABILITY | $ 6,425.17 | $ 16,360.00 | $ 16,360.00 |
| 10140300160 | 1014030 | HUMAN RESOURCES | 016000 | DEFERRED COMP BENEFIT | $ 965.93 | $ - | $ - |
| 10140300220 | 1014030 | HUMAN RESOURCES | 022000 | DEPART OPERATING SUPPLIES | $ 7,985.82 | $ 4,290.00 | $ 2,500.00 |
| 10140300230 | 1014030 | HUMAN RESOURCES | 023015 | SOFTWARE | $ 536.31 | $ - | $ - |
| 10140300310 | 1014030 | HUMAN RESOURCES | 031000 | PROFESSIONAL SERVICES | $ 79,775.17 | $ - | $ - |
| 10140300310 | 1014030 | HUMAN RESOURCES | 031020 | RECRUITMENT COSTS | $ 11,921.83 | $ 12,000.00 | $ 6,000.00 |
| 10140300330 | 1014030 | HUMAN RESOURCES | 033001 | PHONE & VOICE | $ 6,438.50 | $ - | $ - |
| 10140300350 | 1014030 | HUMAN RESOURCES | 035000 | ADV/PRINT/COPY/SHIPPING | $ 333.96 | $ 6,250.00 | $ 6,250.00 |
| 10140300370 | 1014030 | HUMAN RESOURCES | 037004 | DUES, SUBSCRIPTIONS | $ 5,559.29 | $ - | $ - |
| 10140300380 | 1014030 | HUMAN RESOURCES | 038002 | MEETINGS & TRAVEL | $ 721.60 | $ - | $ - |
| 10140300640 | 1014030 | HUMAN RESOURCES | 064003 | CAP O/L REPAIRS GOVT BLDG | $ 25,510.85 | $ - | $ - |
| 10140300690 | 1014030 | HUMAN RESOURCES | 069088 | STAFF TRAINING & MEETINGS | $ 12,014.15 | $ 12,500.00 | $ 2,500.00 |
| 10140400100 | 1014040 | CITY MANAGER | 010000 | AD'L SALARY:SPECIAL PAYS | $ 940.30 | $ - | $ - |
| 10140400100 | 1014040 | CITY MANAGER | 010001 | SALARIES - FULL TIME | $ 102,814.24 | $ 88,153.00 | $ 88,153.00 |
| 10140400100 | 1014040 | CITY MANAGER | 010002 | SALARIES - PART TIME | $ - | $ - | $ - |
| 10140400100 | 1014040 | CITY MANAGER | 010003 | SALARIES - OVERTIME | $ - | $ - | $ - |
| 10140400150 | 1014040 | CITY MANAGER | 015000 | BENEFITS | $ - | $ - | $ - |
| 10140400150 | 1014040 | CITY MANAGER | 015002 | FICA/MEDICARE CITY PAID | $ 7,559.41 | $ 6,883.00 | $ 6,883.00 |
| 10140400150 | 1014040 | CITY MANAGER | 015004 | PERS - EPMC | $ - | $ - | $ - |
| 10140400150 | 1014040 | CITY MANAGER | 015005 | PERS - EMPLOYER CONTRIBT | $ 7,844.42 | $ 8,224.00 | $ 8,224.00 |
| 10140400150 | 1014040 | CITY MANAGER | 015006 | WORKER'S COMPENSATION | $ 7,550.60 | $ 7,873.00 | $ 7,873.00 |
| 10140400150 | 1014040 | CITY MANAGER | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 11,577.59 | $ 20,483.00 | $ 20,483.00 |
| 10140400150 | 1014040 | CITY MANAGER | 015015 | PERS UNFUNDED LIABILITY | $ 19,334.42 | $ - | $ - |
| 10140400160 | 1014040 | CITY MANAGER | 016000 | DEFERRED COMP BENEFIT | $ 4,328.90 | $ 4,866.00 | $ 4,866.00 |
| 10140400210 | 1014040 | CITY MANAGER | 021000 | OFFICE SUPPLIES/MATERIALS | $ 3,262.82 | $ 5,000.00 | $ 5,000.00 |
| 10140400220 | 1014040 | CITY MANAGER | 022012 | VEHICLE FUEL AND OIL | $ 953.43 | $ 100.00 | $ 100.00 |
| 10140400220 | 1014040 | CITY MANAGER | 022013 | VEHICLE ALLOWANCE | | $ 1,200.00 | $ 1,200.00 |
| 10140400220 | 1014040 | CITY MANAGER | 022015 | VEHICLE REPAIR & MAINT | $ 223.29 | $ 100.00 | $ 100.00 |
| 10140400230 | 1014040 | CITY MANAGER | 023015 | SOFTWARE | $ 14.41 | $ 1,000.00 | $ 1,000.00 |
| 10140400240 | 1014040 | CITY MANAGER | 024002 | COUNTY CLERK EXPENSE | $ - | $ 10,000.00 | $ 2,500.00 |
| 10140400310 | 1014040 | CITY MANAGER | 031000 | PROFESSIONAL SERVICES | $ 152.43 | $ 82,200.00 | $ - |
| 10140400330 | 1014040 | CITY MANAGER | 033001 | PHONE & VOICE | $ 6,438.52 | $ 13,000.00 | $ 6,500.00 |

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|---|---|---|---|---|---|---|---|---|
| 10140400340 | 1014040 | CITY MANAGER | 034000 | LIABILITY INSURANCE | $ - | $ 8,958.00 | $ 8,958.00 |
| 10140400360 | 1014040 | CITY MANAGER | 036008 | OFFICE EQUIPMENT MAINT | $ 8,413.90 | $ 4,000.00 | $ 4,000.00 |
| 10140400370 | 1014040 | CITY MANAGER | 037004 | DUES, SUBSCRIPTIONS | $ 5,197.37 | $ 17,000.00 | $ 5,500.00 |
| 10140400370 | 1014040 | CITY MANAGER | 037012 | STIPEND | | $ 624.00 | $ 624.00 |
| 10140400370 | 1014040 | CITY MANAGER | 037050 | CONTINGENCY COSTS | $ 14,595.29 | $ 16,000.00 | $ 16,000.00 |
| 10140400380 | 1014040 | CITY MANAGER | 038002 | MEETINGS & TRAVEL | $ 12,628.07 | $ 18,000.00 | $ 10,000.00 |
| 10140400660 | 1014040 | CITY MANAGER | 066000 | NEW VEHICLE PURCHASE | $ - | $ - | $ - |
| 10140500100 | 1014050 | FINANCE/TREASR | 010000 | AD'L SALARY:SPECIAL PAYS | $ 4,131.78 | $ - | $ - |
| 10140500100 | 1014050 | FINANCE/TREASR | 010001 | SALARIES - FULL TIME | $ 98,637.57 | $ 91,123.00 | $ 69,863.00 |
| 10140500100 | 1014050 | FINANCE/TREASR | 010002 | SALARIES - PART TIME | $ 39,106.76 | $ - | $ - |
| 10140500100 | 1014050 | FINANCE/TREASR | 010003 | SALARIES - OVERTIME | $ 0.38 | $ - | $ - |
| 10140500100 | 1014050 | FINANCE/TREASR | 010008 | TEMPS | $ 6,027.67 | $ - | $ - |
| 10140500150 | 1014050 | FINANCE/TREASR | 015000 | BENEFITS | $ - | $ - | $ - |
| 10140500150 | 1014050 | FINANCE/TREASR | 015002 | FICA/MEDICARE CITY PAID | $ 9,627.59 | $ 7,148.00 | $ 5,506.00 |
| 10140500150 | 1014050 | FINANCE/TREASR | 015004 | PERS - EPMC | $ - | $ - | $ - |
| 10140500150 | 1014050 | FINANCE/TREASR | 015005 | PERS - EMPLOYER CONTRIBT | $ 11,271.25 | $ 11,424.00 | $ 8,392.00 |
| 10140500150 | 1014050 | FINANCE/TREASR | 015006 | WORKER'S COMPENSATION | $ 8,434.77 | $ 8,176.00 | $ 6,297.00 |
| 10140500150 | 1014050 | FINANCE/TREASR | 015007 | STATE UNEMPLOYMENT BENEFT | $ - | $ - | $ - |
| 10140500150 | 1014050 | FINANCE/TREASR | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 20,149.40 | $ 21,904.00 | $ 14,667.00 |
| 10140500150 | 1014050 | FINANCE/TREASR | 015015 | PERS UNFUNDED LIABILITY | $ 52,290.87 | $ 16,630.00 | $ 16,630.00 |
| 10140500160 | 1014050 | FINANCE/TREASR | 016000 | DEFERRED COMP BENEFIT | $ 2,843.32 | $ 4,864.00 | $ 3,645.00 |
| 10140500210 | 1014050 | FINANCE/TREASR | 021000 | OFFICE SUPPLIES/MATERIALS | $ 4,632.51 | $ 3,500.00 | $ 3,500.00 |
| 10140500220 | 1014050 | FINANCE/TREASR | 022000 | DEPART OPERATING SUPPLIES | $ 10,627.13 | $ 10,000.00 | $ 10,000.00 |
| 10140500220 | 1014050 | FINANCE/TREASR | 022012 | VEHICLE FUEL AND OIL | $ 223.46 | $ 100.00 | $ 100.00 |
| 10140500220 | 1014050 | FINANCE/TREASR | 022013 | VEHICLE ALLOWANCE | | $ 1,200.00 | $ 1,200.00 |
| 10140500230 | 1014050 | FINANCE/TREASR | 023015 | SOFTWARE | $ 14,427.75 | $ 14,300.00 | $ 14,300.00 |
| 10140500240 | 1014050 | FINANCE/TREASR | 024000 | SPECIAL DEPT SUPPLIES | $ 292.21 | $ - | $ - |
| 10140500310 | 1014050 | FINANCE/TREASR | 031000 | PROFESSIONAL SERVICES | $ 39,112.44 | $ 50,000.00 | |
| 10140500310 | 1014050 | FINANCE/TREASR | 031009 | AUDIT SERVICES | $ 51,746.75 | $ 32,450.00 | $ 50,500.00 |
| 10140500330 | 1014050 | FINANCE/TREASR | 033001 | PHONE & VOICE | $ 6,648.42 | $ 7,000.00 | $ 7,000.00 |
| 10140500340 | 1014050 | FINANCE/TREASR | 034000 | LIABILITY INSURANCE | $ - | $ 8,444.00 | $ 8,444.00 |
| 10140500350 | 1014050 | FINANCE/TREASR | 035000 | ADV/PRINT/COPY/SHIPPING | $ 2,199.80 | $ 500.00 | $ 500.00 |
| 10140500360 | 1014050 | FINANCE/TREASR | 036008 | OFFICE EQUIPMENT MAINT | $ 5,447.67 | $ 4,500.00 | $ 4,500.00 |
| 10140500370 | 1014050 | FINANCE/TREASR | 037000 | OTHER SERVICES & CHARGES | $ 5,789.31 | $ 7,000.00 | $ 7,000.00 |
| 10140500370 | 1014050 | FINANCE/TREASR | 037004 | DUES, SUBSCRIPTIONS | $ 488.87 | $ 1,500.00 | $ 1,500.00 |
| 10140500370 | 1014050 | FINANCE/TREASR | 037007 | PERMIT RENEWAL | $ - | $ - | $ - |
| 10140500370 | 1014050 | FINANCE/TREASR | 037008 | TRAINING & SEMINARS | $ 923.00 | $ 5,000.00 | $ 500.00 |
| 10140500370 | 1014050 | FINANCE/TREASR | 037012 | STIPEND | | $ 1,116.00 | $ 904.00 |
| 10140500370 | 1014050 | FINANCE/TREASR | 037030 | COMMUNITY EVENTS | $ - | $ - | $ - |
| 10140500380 | 1014050 | FINANCE/TREASR | 038002 | MEETINGS & TRAVEL | $ 2,741.42 | $ 5,000.00 | $ 2,500.00 |
| 10140500630 | 1014050 | FINANCE/TREASR | 063013 | FURNITURE & EQUIPMENT | $ 2,294.57 | $ 2,500.00 | $ 2,500.00 |
| 10140500640 | 1014050 | FINANCE/TREASR | 064002 | CAP OULTLAY/IMPROVEMENT | $ - | $ 45,000.00 | $ 20,000.00 |
| 10140500640 | 1014050 | FINANCE/TREASR | 064003 | CAP O/L REPAIRS GOVT BLDG | $ 43,947.54 | $ - | $ - |
| 10140500660 | 1014050 | FINANCE/TREASR | 066000 | NEW VEHICLE PURCHASE | $ - | $ - | $ - |
| 10140600310 | 1014060 | CITY ATTORNEY | 031000 | PROFESSIONAL SERVICES | $ 199,772.94 | $ 130,000.00 | $ 130,000.00 |
| 10140700100 | 1014070 | COM DEV | 010000 | AD'L SALARY:SPECIAL PAYS | $ 824.60 | $ - | $ - |
| 10140700100 | 1014070 | COM DEV | 010001 | SALARIES - FULL TIME | $ 149,820.81 | $ 164,587.00 | $ 91,845.00 |
| 10140700100 | 1014070 | COM DEV | 010002 | SALARIES - PART TIME | $ - | $ - | $ - |
| 10140700100 | 1014070 | COM DEV | 010003 | SALARIES - OVERTIME | $ 899.02 | $ - | $ - |
| 10140700150 | 1014070 | COM DEV | 015000 | BENEFITS | $ - | $ - | $ - |
| 10140700150 | 1014070 | COM DEV | 015001 | TAXABLE FRINGE BENEFITS | $ - | $ - | $ - |
| 10140700150 | 1014070 | COM DEV | 015002 | FICA/MEDICARE CITY PAID | $ 10,474.08 | $ 12,674.00 | $ 7,110.00 |
| 10140700150 | 1014070 | COM DEV | 015004 | PERS - EPMC | $ - | $ - | $ - |
| 10140700150 | 1014070 | COM DEV | 015005 | PERS - EMPLOYER CONTRIBT | $ 18,630.38 | $ 20,485.00 | $ 12,746.00 |
| 10140700150 | 1014070 | COM DEV | 015006 | WORKER'S COMPENSATION | $ 13,352.71 | $ 14,497.00 | $ 8,132.00 |
| 10140700150 | 1014070 | COM DEV | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 29,921.35 | $ 77,387.00 | $ 30,087.00 |
| 10140700150 | 1014070 | COM DEV | 015015 | PERS UNFUNDED LIABILITY | $ 16,256.52 | $ 53,900.00 | $ 53,900.00 |
| 10140700160 | 1014070 | COM DEV | 016000 | DEFERRED COMP BENEFIT | $ 4,026.28 | $ 2,965.00 | $ 1,943.00 |
| 10140700210 | 1014070 | COM DEV | 021000 | OFFICE SUPPLIES/MATERIALS | $ 15.00 | $ 1,000.00 | $ 500.00 |
| 10140700220 | 1014070 | COM DEV | 022000 | DEPART OPERATING SUPPLIES | $ 4,865.36 | $ 4,100.00 | $ 4,000.00 |
| 10140700220 | 1014070 | COM DEV | 022013 | VEHICLE ALLOWANCE | | $ 360.00 | $ 360.00 |
| 10140700220 | 1014070 | COM DEV | 022015 | VEHICLE REPAIR & MAINT | $ - | $ - | $ - |
| 10140700230 | 1014070 | COM DEV | 023015 | SOFTWARE | $ - | $ 1,500.00 | $ 1,500.00 |
| 10140700240 | 1014070 | COM DEV | 024002 | COUNTY CLERK EXPENSE | $ - | $ - | $ - |
| 10140700310 | 1014070 | COM DEV | 031000 | PROFESSIONAL SERVICES | $ 56,179.61 | $ 70,000.00 | $ 60,000.00 |
| 10140700340 | 1014070 | COM DEV | 034000 | LIABILITY INSURANCE | $ - | $ 27,313.00 | $ 27,313.00 |
| 10140700350 | 1014070 | COM DEV | 035000 | ADV/PRINT/COPY/SHIPPING | $ 3,293.42 | $ 4,100.00 | $ 3,500.00 |
| 10140700360 | 1014070 | COM DEV | 036008 | OFFICE EQUIPMENT MAINT | $ - | $ - | $ - |
| 10140700370 | 1014070 | COM DEV | 037000 | OTHER SERVICES & CHARGES | $ 3,366.73 | $ 4,500.00 | $ 3,500.00 |
| 10140700370 | 1014070 | COM DEV | 037004 | DUES, SUBSCRIPTIONS | $ 565.00 | $ 1,000.00 | $ 500.00 |
| 10140700370 | 1014070 | COM DEV | 037005 | JPA DUES | $ 4,772.01 | $ 5,000.00 | $ 4,800.00 |
| 10140700370 | 1014070 | COM DEV | 037012 | STIPEND | | $ 731.00 | $ 731.00 |
| 10140700370 | 1014070 | COM DEV | 037013 | EDC & TCAG DUES | $ - | $ - | $ - |
| 10140700380 | 1014070 | COM DEV | 038002 | MEETINGS & TRAVEL | $ 1,302.00 | $ 2,500.00 | $ 1,000.00 |
| 10140700740 | 1014070 | COM DEV | 074000 | BUSINESS & ECONOMIC DEVLP | $ - | $ - | $ - |
| 10140900150 | 1014090 | NON-DEPARTMENTAL | 015000 | BENEFITS | $ - | $ - | $ - |
| 10140900150 | 1014090 | NON-DEPARTMENTAL | 015006 | WORKER'S COMPENSATION | $ - | $ - | $ - |
| 10140900150 | 1014090 | NON-DEPARTMENTAL | 015007 | STATE UNEMPLOYMENT BENEFT | $ 2,546.00 | $ 30,000.00 | $ 30,000.00 |
| 10140900150 | 1014090 | NON-DEPARTMENTAL | 015010 | OPEB EXPENSE | $ 40,304.85 | $ 45,000.00 | $ 45,000.00 |
| 10140900150 | 1014090 | NON-DEPARTMENTAL | 015017 | SEC125 ADMIN FEE | $ 1,604.00 | $ - | $ - |
| 10140900230 | 1014090 | NON-DEPARTMENTAL | 023015 | SOFTWARE | $ 18,583.59 | $ 20,000.00 | $ 20,000.00 |
| 10140900310 | 1014090 | NON-DEPARTMENTAL | 031000 | PROFESSIONAL SERVICES | $ 625.11 | $ 10,000.00 | $ - |
| 10140900310 | 1014090 | NON-DEPARTMENTAL | 031011 | EMPLOYEE RELATIONS | $ - | $ - | $ - |
| 10140900340 | 1014090 | NON-DEPARTMENTAL | 034000 | LIABILITY INSURANCE | $ 113,552.93 | $ 16,176.00 | $ 16,176.00 |

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| 10140900360 | 1014090 | NON-DEPARTMENTAL | 036014 | EQUIPMENT LEASE (COPIER) | $ - | $ - | $ - |
| 10140900370 | 1014090 | NON-DEPARTMENTAL | 037000 | OTHER SERVICES & CHARGES | $ 21,641.52 | $ 35,000.00 | $ 35,000.00 |
| 10140900370 | 1014090 | NON-DEPARTMENTAL | 037001 | LEGAL SETTLEMENT PAYMENT | $ - | $ - | $ - |
| 10140900370 | 1014090 | NON-DEPARTMENTAL | 037004 | DUES, SUBSCRIPTIONS | $ 5,100.00 | $ 8,000.00 | $ 8,000.00 |
| 10140900370 | 1014090 | NON-DEPARTMENTAL | 037018 | FINANCE CHARGE | $ 8,156.04 | $ 8,000.00 | $ 8,000.00 |
| 10140900370 | 1014090 | NON-DEPARTMENTAL | 037030 | COMMUNITY EVENTS | $ - | $ - | $ - |
| 10140900470 | 1014090 | NON-DEPARTMENTAL | 047002 | PRINCIPAL PAYMENT ON LTD | $ - | $ - | $ - |
| 10140900470 | 1014090 | NON-DEPARTMENTAL | 047003 | INTERFUND DEBT PMT | $ 68,099.89 | $ 136,105.15 | $ 136,105.15 |
| 10140900470 | 1014090 | NON-DEPARTMENTAL | 047004 | TCAG MEASURE R PMT | $ 52,422.16 | $ 52,424.00 | $ 52,424.00 |
| 10140900500 | 1014090 | NON-DEPARTMENTAL | 050000 | COUNTY PROPTX ADMIN FEE | $ 8,947.00 | $ 10,500.00 | $ 10,500.00 |
| 10140900690 | 1014090 | NON-DEPARTMENTAL | 069068 | LAND PURCHASE | $ - | $ - | $ - |
| 10141100100 | 1014110 | PUBLIC SAFETY | 010000 | AD'L SALARY:SPECIAL PAYS | $ 43,022.29 | $ - | $ - |
| 10141100100 | 1014110 | PUBLIC SAFETY | 010001 | SALARIES - FULL TIME | $ 1,701,871.16 | $ 1,880,787.00 | $ 1,679,478.00 |
| 10141100100 | 1014110 | PUBLIC SAFETY | 010002 | SALARIES - PART TIME | $ 68,332.17 | $ - | $ - |
| 10141100100 | 1014110 | PUBLIC SAFETY | 010003 | SALARIES - OVERTIME | $ 190,033.73 | $ 190,000.00 | $ 190,000.00 |
| 10141100100 | 1014110 | PUBLIC SAFETY | 010008 | TEMPS | $ 26,670.96 | $ - | $ - |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015000 | BENEFITS | $ 86,796.75 | $ - | $ - |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015002 | FICA/MEDICARE CITY PAID | $ 144,221.62 | $ 165,774.00 | $ 148,995.00 |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015004 | PERS - EPMC | $ - | $ - | $ - |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015005 | PERS - EMPLOYER CONTRIBT | $ 305,454.90 | $ 404,000.00 | $ 351,632.00 |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015006 | WORKER'S COMPENSATION | $ 188,283.64 | $ 189,611.00 | $ 170,419.00 |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015007 | STATE UNEMPLOYMENT BENEFT | $ - | $ - | $ - |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 337,251.31 | $ 405,596.00 | $ 386,808.00 |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015014 | UNIFORM ALLOWANCE - PSO | | $ 18,959.00 | $ 16,459.00 |
| 10141100150 | 1014110 | PUBLIC SAFETY | 015015 | PERS UNFUNDED LIABILITY | $ 360,632.00 | $ 437,500.00 | $ 437,500.00 |
| 10141100160 | 1014110 | PUBLIC SAFETY | 016000 | DEFERRED COMP BENEFIT | $ 34,846.15 | $ 41,296.00 | $ 39,152.00 |
| 10141100210 | 1014110 | PUBLIC SAFETY | 021000 | OFFICE SUPPLIES/MATERIALS | $ 3,100.83 | $ 5,000.00 | $ 5,000.00 |
| 10141100220 | 1014110 | PUBLIC SAFETY | 022000 | DEPART OPERATING SUPPLIES | $ 13,105.74 | $ 30,000.00 | $ 13,000.00 |
| 10141100220 | 1014110 | PUBLIC SAFETY | 022012 | VEHICLE FUEL AND OIL | $ 92,914.42 | $ 84,000.00 | $ 84,000.00 |
| 10141100220 | 1014110 | PUBLIC SAFETY | 022013 | VEHICLE ALLOWANCE | | $ 300.00 | $ 300.00 |
| 10141100220 | 1014110 | PUBLIC SAFETY | 022015 | VEHICLE REPAIR & MAINT | $ 59,772.07 | $ 50,000.00 | $ 50,000.00 |
| 10141100230 | 1014110 | PUBLIC SAFETY | 023000 | REPAIR & MAINT SUPPLIES | $ 2,494.10 | $ 3,000.00 | $ 3,000.00 |
| 10141100230 | 1014110 | PUBLIC SAFETY | 023015 | SOFTWARE | $ 25,915.37 | $ 21,500.00 | $ 21,500.00 |
| 10141100230 | 1014110 | PUBLIC SAFETY | 023017 | VEHICLE REFURBISHMENT | $ - | $ - | $ - |
| 10141100240 | 1014110 | PUBLIC SAFETY | 024000 | SPECIAL DEPT SUPPLIES | $ 17.39 | $ 4,000.00 | $ 4,000.00 |
| 10141100240 | 1014110 | PUBLIC SAFETY | 024004 | UNIFORMS&PERSONAL EQUIP | $ 14,987.44 | $ - | $ - |
| 10141100240 | 1014110 | PUBLIC SAFETY | 024005 | UNIFORM ALLOWANCE - PSO | $ 18,614.62 | $ - | $ - |
| 10141100240 | 1014110 | PUBLIC SAFETY | 024007 | OPIOID EXPENSES | $ 5,002.00 | $ 5,000.00 | $ 5,000.00 |
| 10141100250 | 1014110 | PUBLIC SAFETY | 025000 | SMALL TOOLS & EQUIPMENT | $ 259.33 | $ - | $ - |
| 10141100300 | 1014110 | PUBLIC SAFETY | 030010 | ANIMAL CONTROL SERVICES | $ - | $ - | $ - |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031000 | PROFESSIONAL SERVICES | $ 4,046.66 | $ 12,500.00 | $ 12,500.00 |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031001 | CENTRAL DISPATCH | $ 95,809.00 | $ 108,000.00 | $ 108,000.00 |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031002 | BOOKING FEES | $ - | $ - | $ - |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031003 | THUNDERBOLT OFFICER | $ - | $ - | $ - |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031005 | RADIO REPAIR/MAINTENANCE | $ 2,884.39 | $ 4,000.00 | |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031010 | ANIMAL CONTROL CHARGES | $ 11,335.17 | $ 47,000.00 | $ 47,000.00 |
| 10141100310 | 1014110 | PUBLIC SAFETY | 031025 | DMV AUTO THEFT | $ - | $ 3,500.00 | $ 3,500.00 |
| 10141100320 | 1014110 | PUBLIC SAFETY | 032001 | UTILITIES-SCE | $ 20,669.55 | $ 17,510.00 | $ 17,510.00 |
| 10141100320 | 1014110 | PUBLIC SAFETY | 032002 | UTILITIES-GAS | $ 3,122.42 | $ 5,000.00 | $ 5,000.00 |
| 10141100330 | 1014110 | PUBLIC SAFETY | 033001 | PHONE & VOICE | $ 30,520.39 | $ 22,000.00 | $ 22,000.00 |
| 10141100340 | 1014110 | PUBLIC SAFETY | 034000 | LIABILITY INSURANCE | $ 30,053.90 | $ 178,930.00 | $ 178,930.00 |
| 10141100350 | 1014110 | PUBLIC SAFETY | 035000 | ADV/PRINT/COPY/SHIPPING | $ 4,258.71 | $ 3,000.00 | $ 3,000.00 |
| 10141100360 | 1014110 | PUBLIC SAFETY | 036008 | OFFICE EQUIPMENT MAINT | $ 16,216.75 | $ 10,000.00 | $ 10,000.00 |
| 10141100370 | 1014110 | PUBLIC SAFETY | 037000 | OTHER SERVICES & CHARGES | $ 9,232.38 | $ 20,000.00 | $ 9,000.00 |
| 10141100370 | 1014110 | PUBLIC SAFETY | 037004 | DUES, SUBSCRIPTIONS | $ 16,697.00 | $ 10,000.00 | $ 10,000.00 |
| 10141100370 | 1014110 | PUBLIC SAFETY | 037008 | TRAINING & SEMINARS | $ 14,940.46 | $ 20,000.00 | $ 20,000.00 |
| 10141100370 | 1014110 | PUBLIC SAFETY | 037012 | STIPEND | | $ 76,934.00 | $ 61,410.00 |
| 10141100370 | 1014110 | PUBLIC SAFETY | 037030 | COMMUNITY EVENTS | $ 302.02 | $ - | $ - |
| 10141100380 | 1014110 | PUBLIC SAFETY | 038002 | MEETINGS & TRAVEL | $ 1,806.43 | $ 5,000.00 | $ 5,000.00 |
| 10141100390 | 1014110 | PUBLIC SAFETY | 039001 | LIVE SCAN | $ 4,379.00 | $ 4,000.00 | $ 4,000.00 |
| 10141100390 | 1014110 | PUBLIC SAFETY | 039002 | CDF DISPATCH | $ - | $ 44,080.00 | $ 44,080.00 |
| 10141100390 | 1014110 | PUBLIC SAFETY | 039006 | OFFICER WELLNESS GRANT | $ 6,656.01 | $ - | $ - |
| 10141100390 | 1014110 | PUBLIC SAFETY | 039007 | DOJ VEST GRANT | $ - | $ 10,000.00 | $ 10,000.00 |
| 10141100390 | 1014110 | PUBLIC SAFETY | 039010 | USDA | $ - | $ - | $ - |
| 10141100470 | 1014110 | PUBLIC SAFETY | 047000 | DEBT SERVICE - LEASE PAY | $ 73,594.28 | $ 76,810.00 | $ 76,810.00 |
| 10141100470 | 1014110 | PUBLIC SAFETY | 047001 | DEBT INTEREST EXPENSE | $ 17,548.55 | $ 14,332.00 | $ 14,332.00 |
| 10141100510 | 1014110 | PUBLIC SAFETY | 051007 | TU COUNTY SLESF | $ - | $ - | $ - |
| 10141100580 | 1014110 | PUBLIC SAFETY | 058001 | ASSET FORFEITURE PROJECTS | $ - | $ - | $ - |
| 10141100630 | 1014110 | PUBLIC SAFETY | 063013 | FURNITURE & EQUIPMENT | $ - | $ 2,000.00 | $ 2,000.00 |
| 10141100640 | 1014110 | PUBLIC SAFETY | 064000 | CAPITAL OUTLAY - EQUIPMNT | $ 33,446.83 | $ - | $ - |
| 10141100640 | 1014110 | PUBLIC SAFETY | 064002 | CAP OULTLAY/IMPROVEMENT | $ - | $ 40,000.00 | $ 40,000.00 |
| 10141100640 | 1014110 | PUBLIC SAFETY | 064018 | VOLUNTEER FIRE PROGRAM | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066000 | NEW VEHICLE PURCHASE | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066001 | NEW VEHICLE EQUIPMENT | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066002 | NON-CAPITALIZED LEASE | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066007 | DUI TRUST FUND & LAB FEES | $ 22,859.00 | $ 12,000.00 | $ 12,000.00 |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066008 | DOJ CLETS LINE | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066011 | HOMELAND SECURITY EQUIP | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066012 | FIREFIGHTER GEAR/EQUIP | $ 22,048.33 | $ 58,000.00 | $ 58,000.00 |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066017 | K-9 SUPPLIES & EQUIP. | $ - | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066019 | USDA - P.S VEHICLES | $ 208,821.53 | $ - | $ - |
| 10141100660 | 1014110 | PUBLIC SAFETY | 066020 | AB179 HURTADO | $ 1,619,124.62 | $ - | $ - |
| 10141100691 | 1014110 | PUBLIC SAFETY | 069145 | FLOORING | $ - | $ - | $ - |
| 10141100950 | 1014110 | PUBLIC SAFETY | 095005 | AB109 POLICE DETAIL | $ - | $ - | $ - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 10141100950 | 1014110 | PUBLIC SAFETY | 095006 | SCHOOL RESOURCE OFFICER | $ 94,523.50 | $ 143,219.00 | $ - | CONTRACT CANCELLED |
| 10141200100 | 1014120 | PUBLIC WORKS DEPT. | 010000 | AD'L SALARY:SPECIAL PAYS | $ 6,528.02 | $ - | $ - | |
| 10141200100 | 1014120 | PUBLIC WORKS DEPT. | 010001 | SALARIES - FULL TIME | $ 311,622.56 | $ 207,313.00 | $ 235,492.00 | |
| 10141200100 | 1014120 | PUBLIC WORKS DEPT. | 010002 | SALARIES - PART TIME | $ 34,997.84 | $ - | $ - | |
| 10141200100 | 1014120 | PUBLIC WORKS DEPT. | 010003 | SALARIES - OVERTIME | $ 6,769.95 | $ 7,000.00 | $ 7,000.00 | |
| 10141200100 | 1014120 | PUBLIC WORKS DEPT. | 010008 | TEMPS | $ 32,675.76 | $ 9,880.00 | $ 9,880.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015000 | BENEFITS | $ - | $ - | $ - | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015002 | FICA/MEDICARE CITY PAID | $ 25,335.44 | $ 19,644.00 | $ 19,522.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015004 | PERS - EPMC | $ - | $ - | $ - | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015005 | PERS - EMPLOYER CONTRIBT | $ 32,444.10 | $ 33,449.00 | $ 32,528.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015006 | WORKER'S COMPENSATION | $ 27,652.38 | $ 22,468.00 | $ 22,329.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 67,903.89 | $ 121,089.00 | $ 63,709.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015015 | PERS UNFUNDED LIABILITY | $ 108,956.33 | $ 52,965.00 | $ 52,965.00 | |
| 10141200150 | 1014120 | PUBLIC WORKS DEPT. | 015018 | BOOT ALLOWANCE | $ 189.75 | $ - | $ - | |
| 10141200160 | 1014120 | PUBLIC WORKS DEPT. | 016000 | DEFERRED COMP BENEFIT | $ 5,570.76 | $ 7,350.00 | $ 7,224.00 | |
| 10141200210 | 1014120 | PUBLIC WORKS DEPT. | 021000 | OFFICE SUPPLIES/MATERIALS | $ 2,201.02 | $ 4,000.00 | $ 4,000.00 | |
| 10141200220 | 1014120 | PUBLIC WORKS DEPT. | 022000 | DEPART OPERATING SUPPLIES | $ 21,517.37 | $ 20,000.00 | $ 20,000.00 | |
| 10141200220 | 1014120 | PUBLIC WORKS DEPT. | 022009 | WEED ABATEMENT-REV FUND | $ - | $ - | $ - | |
| 10141200220 | 1014120 | PUBLIC WORKS DEPT. | 022012 | VEHICLE FUEL AND OIL | $ 2,705.93 | $ 3,000.00 | $ 3,000.00 | |
| 10141200220 | 1014120 | PUBLIC WORKS DEPT. | 022013 | VEHICLE ALLOWANCE | | $ 1,020.00 | $ 1,020.00 | |
| 10141200220 | 1014120 | PUBLIC WORKS DEPT. | 022015 | VEHICLE REPAIR & MAINT | $ 8,572.30 | $ 6,000.00 | $ 6,000.00 | |
| 10141200230 | 1014120 | PUBLIC WORKS DEPT. | 023000 | REPAIR & MAINT SUPPLIES | $ 1,188.43 | $ 1,600.00 | $ 1,500.00 | |
| 10141200230 | 1014120 | PUBLIC WORKS DEPT. | 023015 | SOFTWARE | $ 252.98 | $ - | $ - | |
| 10141200240 | 1014120 | PUBLIC WORKS DEPT. | 024001 | SHOP SUPPLIES | $ - | $ - | $ - | |
| 10141200310 | 1014120 | PUBLIC WORKS DEPT. | 031000 | PROFESSIONAL SERVICES | $ 17,710.11 | $ 80,000.00 | $ 80,000.00 | |
| 10141200320 | 1014120 | PUBLIC WORKS DEPT. | 032001 | UTILITIES-SCE | $ 26,977.56 | $ 29,870.00 | $ 29,870.00 | |
| 10141200320 | 1014120 | PUBLIC WORKS DEPT. | 032002 | UTILITIES-GAS | $ 6,413.05 | $ 7,500.00 | $ 7,500.00 | |
| 10141200330 | 1014120 | PUBLIC WORKS DEPT. | 033001 | PHONE & VOICE | $ 10,424.94 | $ 10,500.00 | $ 10,500.00 | |
| 10141200340 | 1014120 | PUBLIC WORKS DEPT. | 034000 | LIABILITY INSURANCE | $ 9,853.74 | $ 27,533.00 | $ 27,533.00 | |
| 10141200350 | 1014120 | PUBLIC WORKS DEPT. | 035000 | ADV/PRINT/COPY/SHIPPING | $ 172.62 | $ 350.00 | $ 350.00 | |
| 10141200360 | 1014120 | PUBLIC WORKS DEPT. | 036008 | OFFICE EQUIPMENT MAINT | $ 8,819.24 | $ 2,000.00 | $ 2,000.00 | |
| 10141200370 | 1014120 | PUBLIC WORKS DEPT. | 037000 | OTHER SERVICES & CHARGES | $ 8,902.31 | $ 11,000.00 | $ 11,000.00 | |
| 10141200370 | 1014120 | PUBLIC WORKS DEPT. | 037004 | DUES, SUBSCRIPTIONS | $ 1,573.98 | $ 2,100.00 | $ 2,100.00 | |
| 10141200370 | 1014120 | PUBLIC WORKS DEPT. | 037008 | TRAINING & SEMINARS | $ 4,960.50 | $ 15,000.00 | $ 15,000.00 | |
| 10141200370 | 1014120 | PUBLIC WORKS DEPT. | 037012 | STIPEND | | $ 1,926.00 | $ 1,802.00 | |
| 10141200370 | 1014120 | PUBLIC WORKS DEPT. | 037030 | COMMUNITY EVENTS | $ 235.00 | $ - | $ - | |
| 10141200380 | 1014120 | PUBLIC WORKS DEPT. | 038000 | ENGINEERING | $ 104,630.35 | $ 110,000.00 | $ 110,000.00 | |
| 10141200380 | 1014120 | PUBLIC WORKS DEPT. | 038002 | MEETINGS & TRAVEL | $ 681.68 | $ 5,000.00 | $ 5,000.00 | |
| 10141200640 | 1014120 | PUBLIC WORKS DEPT. | 064003 | CAP O/L REPAIRS GOVT BLDG | $ 31,724.92 | $ - | $ - | |
| 10141200640 | 1014120 | PUBLIC WORKS DEPT. | 064006 | MACH & EQUIP | $ - | $ - | $ - | |
| 10141200660 | 1014120 | PUBLIC WORKS DEPT. | 066000 | NEW VEHICLE PURCHASE | $ 66,925.64 | $ - | $ - | |
| 10141300100 | 1014130 | STREETS | 010000 | AD'L SALARY:SPECIAL PAYS | $ 806.40 | $ - | $ - | |
| 10141300100 | 1014130 | STREETS | 010001 | SALARIES - FULL TIME | $ 138,378.32 | $ 152,037.00 | $ 142,646.00 | |
| 10141300100 | 1014130 | STREETS | 010002 | SALARIES - PART TIME | $ - | $ - | $ - | |
| 10141300100 | 1014130 | STREETS | 010003 | SALARIES - OVERTIME | $ 1,440.00 | $ 1,500.00 | $ 1,500.00 | |
| 10141300100 | 1014130 | STREETS | 010008 | TEMPS | $ 17,291.52 | $ - | $ - | |
| 10141300150 | 1014130 | STREETS | 015000 | BENEFITS | $ - | $ - | $ - | |
| 10141300150 | 1014130 | STREETS | 015002 | FICA/MEDICARE CITY PAID | $ 10,032.90 | $ 11,979.00 | $ 11,251.00 | |
| 10141300150 | 1014130 | STREETS | 015004 | PERS - EPMC | $ - | $ - | $ - | |
| 10141300150 | 1014130 | STREETS | 015005 | PERS - EMPLOYER CONTRIBT | $ 15,225.47 | $ 18,772.00 | $ 17,983.00 | |
| 10141300150 | 1014130 | STREETS | 015006 | WORKER'S COMPENSATION | $ 11,738.70 | $ 13,702.00 | $ 12,869.00 | |
| 10141300150 | 1014130 | STREETS | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 22,794.50 | $ 43,180.00 | $ 32,205.00 | |
| 10141300150 | 1014130 | STREETS | 015015 | PERS UNFUNDED LIABILITY | $ 6,311.35 | $ 31,780.00 | $ 31,780.00 | |
| 10141300150 | 1014130 | STREETS | 015018 | BOOT ALLOWANCE | $ 320.72 | $ - | $ - | |
| 10141300160 | 1014130 | STREETS | 016000 | DEFERRED COMP BENEFIT | $ 3,857.54 | $ 4,847.00 | $ 4,719.00 | |
| 10141300220 | 1014130 | STREETS | 022000 | DEPART OPERATING SUPPLIES | $ 19,013.00 | $ 21,500.00 | $ 21,500.00 | |
| 10141300220 | 1014130 | STREETS | 022003 | GRAFFITI/LITTER REMOVAL | $ - | $ 500.00 | $ 500.00 | |
| 10141300220 | 1014130 | STREETS | 022012 | VEHICLE FUEL AND OIL | $ 6,574.04 | $ 5,300.00 | $ 5,300.00 | |
| 10141300220 | 1014130 | STREETS | 022013 | VEHICLE ALLOWANCE | | $ 1,500.00 | $ 1,500.00 | |
| 10141300220 | 1014130 | STREETS | 022015 | VEHICLE REPAIR & MAINT | $ 2,789.47 | $ 5,500.00 | $ 5,500.00 | |
| 10141300230 | 1014130 | STREETS | 023000 | REPAIR & MAINT SUPPLIES | $ 5,709.17 | $ 5,000.00 | $ 5,000.00 | |
| 10141300230 | 1014130 | STREETS | 023015 | SOFTWARE | $ - | $ - | $ - | |
| 10141300310 | 1014130 | STREETS | 031000 | PROFESSIONAL SERVICES | $ 3,256.06 | $ 2,500.00 | $ 2,500.00 | |
| 10141300320 | 1014130 | STREETS | 032001 | UTILITIES-SCE | $ 230.53 | $ 927.00 | $ 927.00 | |
| 10141300330 | 1014130 | STREETS | 033001 | PHONE & VOICE | $ 1,887.07 | $ 2,200.00 | $ 2,200.00 | |
| 10141300340 | 1014130 | STREETS | 034000 | LIABILITY INSURANCE | $ - | $ 17,401.00 | $ 17,401.00 | |
| 10141300350 | 1014130 | STREETS | 035000 | ADV/PRINT/COPY/SHIPPING | $ - | $ - | $ - | |
| 10141300370 | 1014130 | STREETS | 037004 | DUES, SUBSCRIPTIONS | $ - | $ - | $ - | |
| 10141300370 | 1014130 | STREETS | 037012 | STIPEND | | $ 1,553.00 | $ 1,427.00 | |
| 10141300370 | 1014130 | STREETS | 037014 | EQUIPMENT RENTALS | $ - | $ - | $ - | |
| 10141300380 | 1014130 | STREETS | 038002 | MEETINGS & TRAVEL | $ 22.59 | $ - | $ - | |
| 10141300470 | 1014130 | STREETS | 047001 | DEBT INTEREST EXPENSE | $ - | $ - | $ - | |
| 10141300500 | 1014130 | STREETS | 050002 | ALLEY REPAIR FEES | $ - | $ - | $ - | |
| 10141300640 | 1014130 | STREETS | 064002 | CAP OULTLAY/IMPROVEMENT | $ - | $ 64,945.00 | $ - | MOVED TO FUND 300 PER CALL WITH HCD |
| 10141300650 | 1014130 | STREETS | 065013 | GENERAL STREET MAINT | $ 4,854.04 | $ 6,000.00 | $ 6,000.00 | |
| 10141300660 | 1014130 | STREETS | 066010 | NEW VEHICLE EQUIPMENT | $ 26,479.57 | $ - | $ - | |
| 10141300690 | 1014130 | STREETS | 069040 | EQUIPMENT | $ 34.44 | $ - | $ - | |
| 10141300905 | 1014130 | STREETS | 090500 | INELIGIBLE COSTS TO REPAY | $ - | $ - | $ - | |
| 10142100100 | 1014210 | PARKS | 010000 | AD'L SALARY:SPECIAL PAYS | $ 252.00 | $ - | $ - | |
| 10142100100 | 1014210 | PARKS | 010001 | SALARIES - FULL TIME | $ 72,385.15 | $ 142,803.00 | $ 79,718.00 | |
| 10142100100 | 1014210 | PARKS | 010002 | SALARIES - PART TIME | $ - | $ - | $ - | |
| 10142100100 | 1014210 | PARKS | 010003 | SALARIES - OVERTIME | $ 1,093.68 | $ 1,200.00 | $ 1,200.00 | |
| 10142100100 | 1014210 | PARKS | 010008 | TEMPS | $ 48,848.26 | $ - | $ - | |
| 10142100150 | 1014210 | PARKS | 015000 | BENEFITS | $ - | $ - | $ - | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 10142100150 | 1014210 | PARKS | 015002 | FICA/MEDICARE CITY PAID | $ 5,128.99 | $ 11,178.00 | $ 6,275.00 | |
| 10142100150 | 1014210 | PARKS | 015004 | PERS - EPMC | $ - | $ - | $ - | |
| 10142100150 | 1014210 | PARKS | 015005 | PERS - EMPLOYER CONTRIBT | $ 7,567.25 | $ 13,340.00 | $ 8,835.00 | |
| 10142100150 | 1014210 | PARKS | 015006 | WORKER'S COMPENSATION | $ 6,235.87 | $ 12,785.00 | $ 7,177.00 | |
| 10142100150 | 1014210 | PARKS | 015008 | HEALTH/LIFE/DISAB INSURNC | $ 14,754.35 | $ 75,161.00 | $ 23,551.00 | |
| 10142100150 | 1014210 | PARKS | 015015 | PERS UNFUNDED LIABILITY | $ 23,134.39 | $ 45,590.00 | $ 45,590.00 | |
| 10142100150 | 1014210 | PARKS | 015018 | BOOT ALLOWANCE | $ 208.84 | $ - | $ - | |
| 10142100160 | 1014210 | PARKS | 016000 | DEFERRED COMP BENEFIT | $ 1,115.69 | $ 2,718.00 | $ 2,053.00 | |
| 10142100220 | 1014210 | PARKS | 022000 | DEPART OPERATING SUPPLIES | $ 18,692.72 | $ 20,000.00 | $ 20,000.00 | |
| 10142100220 | 1014210 | PARKS | 022003 | GRAFFITI/LITTER REMOVAL | $ - | $ - | $ 500.00 | |
| 10142100220 | 1014210 | PARKS | 022012 | VEHICLE FUEL AND OIL | $ 13,956.10 | $ 11,000.00 | $ 11,000.00 | |
| 10142100220 | 1014210 | PARKS | 022013 | VEHICLE ALLOWANCE | | $ 156.00 | $ 156.00 | |
| 10142100220 | 1014210 | PARKS | 022015 | VEHICLE REPAIR & MAINT | $ 4,130.85 | $ 5,500.00 | $ 5,500.00 | |
| 10142100230 | 1014210 | PARKS | 023005 | LANDSCAPE MAINTENANCE | $ 15,161.32 | $ - | $ - | |
| 10142100250 | 1014210 | PARKS | 025000 | SMALL TOOLS & EQUIPMENT | $ 2,083.45 | $ 3,000.00 | $ 3,000.00 | |
| 10142100300 | 1014210 | PARKS | 030001 | GOLF COURSE CONTRACT SRVS | $ - | $ - | $ - | |
| 10142100310 | 1014210 | PARKS | 031000 | PROFESSIONAL SERVICES | $ 10,386.44 | $ 7,500.00 | $ 7,500.00 | |
| 10142100320 | 1014210 | PARKS | 032001 | UTILITIES-SCE | $ 17,271.10 | $ 18,025.00 | $ 18,025.00 | |
| 10142100320 | 1014210 | PARKS | 032002 | UTILITIES-GAS | $ 155.37 | $ 200.00 | $ 200.00 | |
| 10142100330 | 1014210 | PARKS | 033001 | PHONE & VOICE | $ 892.34 | $ 900.00 | $ 900.00 | |
| 10142100340 | 1014210 | PARKS | 034000 | LIABILITY INSURANCE | $ - | $ 24,964.00 | $ 24,964.00 | |
| 10142100350 | 1014210 | PARKS | 035000 | ADV/PRINT/COPY/SHIPPING | $ - | $ - | $ - | |
| 10142100360 | 1014210 | PARKS | 036007 | OTHER EQUIP MAINTENANCE | $ 14,404.52 | $ 13,000.00 | $ 13,000.00 | |
| 10142100370 | 1014210 | PARKS | 037012 | STIPEND | | $ 1,961.00 | $ 953.00 | |
| 10142100370 | 1014210 | PARKS | 037014 | EQUIPMENT RENTALS | $ 375.46 | $ - | $ - | |
| 10142100380 | 1014210 | PARKS | 038002 | MEETINGS & TRAVEL | $ 392.59 | $ 550.00 | $ 550.00 | |
| 10142100630 | 1014210 | PARKS | 063000 | CAP O/L-IMP, OTHER | $ - | $ - | $ - | |
| 10142100640 | 1014210 | PARKS | 064000 | CAPITAL OUTLAY - EQUIPMNT | $ 117,476.38 | $ - | $ - | |
| 10142100640 | 1014210 | PARKS | 064002 | CAP OULTLAY/IMPROVEMENT | $ 29,821.08 | $ 185,000.00 | $ - | MOVED TO FUND 300 PER CALL WITH HCD |
| 10142100640 | 1014210 | PARKS | 064046 | LANDSCAPE MAINTENANCE | $ - | $ 14,000.00 | $ 14,000.00 | |
| 10142100660 | 1014210 | PARKS | 066000 | NEW VEHICLE PURCHASE | $ 33,068.75 | $ - | $ - | |
| 10143000310 | 1014300 | LFA 2012 REVNU BOND | 031000 | PROFESSIONAL SERVICES | $ - | $ - | $ - | |
| 10143000470 | 1014300 | LFA 2012 REVNU BOND | 047001 | DEBT INTEREST EXPENSE | $ 37,462.50 | $ 27,656.00 | $ 27,656.00 | |
| 10143000470 | 1014300 | LFA 2012 REVNU BOND | 047002 | PRINCIPAL PAYMENT ON LTD | $ 155,000.00 | $ 165,000.00 | $ 165,000.00 | |
| 10144000640 | 1014400 | WELLNESS | 064002 | CAP OULTLAY/IMPROVEMENT | | $ 100,000.00 | $ - | MOVED TO FUND 300 PER CALL WITH HCD |
| 10145000470 | 1014500 | LIBRARY LANDSCAPE DI | 047001 | DEBT INTEREST EXPENSE | $ 13,542.12 | $ 12,582.00 | $ 12,582.00 | |
| 10145000470 | 1014500 | LIBRARY LANDSCAPE DI | 047002 | PRINCIPAL PAYMENT ON LTD | $ 23,301.00 | $ 24,233.00 | $ 24,233.00 | |
| 10145520640 | 1014552 | WATER | 064002 | CAP OULTLAY/IMPROVEMENT | | $ 128,138.00 | $ - | MOVED TO FUND 300 PER CALL WITH HCD |
| 10145530640 | 1014553 | SEWER | 064002 | CAP OULTLAY/IMPROVEMENT | | $ 162,500.00 | $ - | MOVED TO FUND 300 PER CALL WITH HCD |
| 10146000905 | 1014600 | HCD SETTLEMENT AGRE | 090500 | INELIGIBLE COSTS TO REPAY | $ 89,360.00 | $ 89,360.00 | $ 89,360.00 | |
| | | | | **TOTAL EXPENDITURES** | **$ 10,046,771.19** | **$ 9,381,080.15** | **$ 7,609,844.15** | |
| **SURPLUS/DEFICIT** | | | | | **$ (2,617,219.96)** | **$ (1,438,341.15)** | **$ 189,675.85** | |
| | | | | **REVENUES** | **$ 7,429,551.23** | **$ 7,942,739.00** | **$ 7,799,520.00** | |
| | | | | **SALARIES** | **$ 5,310,584.34** | **$ 5,499,800.00** | **$ 4,828,490.00** | |
| | | | | **SALARY %** | **71%** | **69%** | **62%** | |

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.5**
**Action Items**

**DEPARTMENT:** City Services

**FROM:** Joseph Avina, Acting Director of City Services

**Agenda Title:** Valencia & Linda Vista Dr. Rehabilitation Improvement Project Notice of Completion

## ACTION & RECOMMENDATION

Accept the Valencia Street and Linda Vista Drive - Street, Sidewalk, and Drainage Improvements Project as complete; and direct the City Clerk to file a "Notice of Completion" with the County Recorder with the 1-year warranty period beginning upon recordation.

## BACKGROUND | ANALYSIS

Council approved Witbro Inc, dba Seal Rite Paving & Grading as the selected Contractor for the Valencia Street and Linda Vista Drive: Street, Sidewalk and Drainage Improvements Project on March 28, 2023. Witbro Inc. was issued the Notice to Proceed on April 26, 2023. Work began in October 2022 but was not completed until June/July 2023 due to the extreme weather conditions that occurred during Winter 2023.

Financial Report:

| | |
|---|---|
| Project Budget: | $2,000,000.00 |
| Contract Amount: | $1,605,821.02 |
| Contract Adjustment: | ($ 46,481.36) |
| Contract Change Orders: | $ 165,380.88 |
| **Total Contract Amount** | **$1,724,720.54** |

Approved Change Orders/Contract Adjustments:

1. Lower shallow water services
2. 32 new mailboxes
3. Concrete pipe removal
4. Remove & replace fire hydrant
5. Earthwork, grading, and compaction on Linda Vista Drive
6. Additional mailboxes
7. 9 sewer cleanouts adjustment

## FISCAL IMPACT

| Fund No. | Fund Description | Budget | Budget FY |
|---|---|---|---|
| 200 | Street Improvement Fund | $1,200,000 | 2022-2023 CIP (pg 9) |
| 263 | Measure R-Bike & Ped Funding | $ 550,000 | 2022-2023 CIP (pg 9) |
| 200 | Street Improvement Fund | $ 233,582 | 2023-2024 CIP (pg 125) |

**ATTACHMENTS**

1. Notice of Completion
2. Warranty Letter

Reviewed/Approved: _____

**RECORDING REQUESTED BY AND**
**WHEN RECORDED MAIL TO:**
City of Lindsay
City Clerk
P.O. Box 369
Lindsay, CA 93247

(*Valencia Street and Linda Vista Drive*) Space above this line for Recorder's Use

NOTICE OF COMPLETION

Notice Pursuant to Civil Code Section 3093 must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below on the property being herein described:

2. The full name of the owner is: City of Lindsay

3. The full address of the owner is: 251 E. Honolulu

Lindsay, CA 93247

4. The nature of the interest or estate of the owner is "IN FEE"
(If other than fee, strike "In Fee" and insert, for example "purchaser under contract of purchase, "or "lessee")

5. The full names & addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common, are

NAMES ADDRESSES

6. Work improvement on the property hereinafter described was completed on July 29, 2024. The work done included the reconstruction of pavement, curb, gutter, and sidewalk as well as installation of a 24" storm drain system, manholes, drop inlets, mailboxes, and minor landscape repairs.

7. The name of the Contractor, if any, for such work or improvement was Witbro Inc., dba Seal Rite Paving & Grading.

8. The property on which said improvement was completed is in the City of LINDSAY, County of TULARE, State of California, and is described as follows: *Valencia Street and Linda Vista Drive: Street, Sidewalk and Drainage Improvements Project*

9. The address of said property is in Lindsay, CA 93247

Dated: _____

_____
Verification for Individual Owner
Signature of owner or corporate officer of
owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the "CITY CLERK" the declarant of the foregoing Notice of Completion; I have read said
("President of", "Manager of", "A Partner of", etc.)
Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Lindsay, California.
(Date of signature) (City where signed)

_____
(Personal signature of the individual who is swearing
that the contents of the notice of completion are true.)

**ONE YEAR WARRANTY**

**Date: July 29th, 2024**

**Guarantee for:** **City of Lindsay – Valencia St & Linda Vista Dr Street Improvements**
**150 North Mirage,**
**Lindsay, CA 93247**

We hereby guarantee that **Seal Rite Paving & Grading** performed the **City of Lindsay – Valencia St & Linda Vista Dr Street Improvements** bid scope of work at the above stated site, that the work has been completed in accordance with the plans and specifications, including any change orders, and that the work, as installed, will fulfill the requirements of the guarantee included in the specifications.

We further agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by doing so, that may prove defective in its workmanship or materials, without expense whatsoever to the Owner, for the period of One (1) full year from the date of the Owner's acceptance. Ordinary wear and tear, unusual abuse, and the sole negligent acts or Contractor and Owner excepted.

In the event of our failure to comply with this agreement within one (1) week, seven (7) calendar days, after having been notified in writing by the Owner or Contractor, we collectively and/or separately do hereby authorize the Owner to proceed in having said defects repaired and made good at our expense, and we will honor and pay the charges therefrom upon demand.

Contractor : Seal Rite Paving & Grading

Signed:

Name/Title: Brooke Ashjian, CEO

Date: 7/29/2024

Address: 4237 W Swift Ave., Fresno, CA 93722

Phone: (559) 222-7325

Contractor's License #: 805585

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 12.6**
**Action Items**

**DEPARTMENT:** City Services

**FROM:** Kira Stowell, Contract City Planner

**AGENDA TITLE:** Resolution 24-33 Tulare County Multi-Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D

## ACTION & RECOMMENDATION

Approve Resolution No. 24-33, a Resolution of the City Council of the City of Lindsay adopting the Tulare County Multi Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D as requested by Federal Emergency Management Agency (FEMA) for non-mandatory compliance with Assembly Bill (AB) 2140.

## BACKGROUND | ANALYSIS

The Tulare County Multi Jurisdiction Local Hazard Mitigation Plan identifies potential threats and related mitigation plans for identified threats. Flooding, drought, extreme heat and dam inundation and their related impact on pumps, lift stations, bridges and other infrastructures are a few examples of the threats identified in the plan. The full plan is included as an attachment to this staff report.

Through the Disaster Mitigation Act of 2000, this plan is a required condition for future funding for mitigation projects under FEMA pre- and post- disaster mitigation grant programs. The City of Lindsay Annex D outlines potential hazards and a mitigation strategy specific to the City of Linday. The City's adoption of the resolution demonstrates the jurisdiction's commitment to fulfilling mitigation goals and objectives as outlined in this plan.

The plan was submitted to, and approved by, the California Office of Emergency Services (OES) and FEMA. FEMA now requests the City Council Resolution for adoption and for compliance with AB 2140 and to be included in the Safety Element of the General Plan.

## ENVIRONMENTAL REVIEW

This action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to subdivision (b)(3) of CEQA Guideline 15061, “common sense exemption”.

## FISCAL IMPACT

There is no fiscal impact associated with this action at this time. In the case of a disaster, this plan is a required condition for future funding for mitigation projects under FEMA pre- and post- disaster mitigation grant programs.

## ATTACHMENTS

1. AB 2140 Fact Sheet
2. Tulare County Multi-Jurisdiction Local Hazard Mitigation Plan City of Lindsay Annex D
3. Resolution 24-33

Reviewed/Approved: _____

# Assembly Bill 2140 (AB 2140) Fact Sheet

***Information for Counties and Cities***

## What is AB 2140?

Passed in 2006, Assembly Bill No. 2140 (AB 2140) allows California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans (LHMPs) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act (CDAA). For more information regarding Public Assistance, please visit Cal OES Public Assistance Division.

## How Can AB 2140 Help Counties, Cities, and Your Citizens?

For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects. Please note that funding is not guaranteed.

## What Do You Need to Know?

- AB 2140 is **not** a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. Be sure to work with your planning department as the process proceeds.
- There are multiple steps that must be completed before Cal OES can issue a letter of AB 2140 compliance. These steps are listed in detail below in the section *What Are the Steps to Become AB 2140 Compliant?*
- Be aware that adopting the LHMP via a formal resolution is a federal requirement for FEMA to officially "approve" the LHMP and does not make your jurisdiction automatically AB 2140 compliant. AB 2140 is a state incentive which also requires adopting your LHMP into the Safety Element of your General Plan. However, both adoptions can take place at the same time using the same adoption resolution.
- AB 2140 compliance expires when the LHMP expires. You must re-adopt the LHMP itself **AND** adopt the LHMP into the Safety Element of your General Plan each time you update your LHMP in order to continue compliance.
- For multi-jurisdiction hazard mitigation plans (MJHMPs), the county and each city in the MJHMP must adopt its own specific annex into its own General Plan

Safety Element. Annex jurisdictions are not covered under the county's adoption.

- Special districts are not eligible for AB 2140 compliance as they do not have General Plans.
- For additional information on General Plan and Safety Element requirements please contact the California Office of Planning and Research (OPR).

## What Are the Steps to Become AB 2140 Compliant?

1. Complete and submit an LHMP to the Governor's Office of Emergency Services (Cal OES).
    a. Cal OES will provide an initial review and, if applicable, request required revisions based on the FEMA LHMP Guidance.
    b. Once Cal OES has determined the plan has met all FEMA LHMP requirements, Cal OES will then forward the LHMP to FEMA for final formal review and approval.
    c. For questions or assistance, please contact the Cal OES Local Mitigation Planning Unit at mitigationplanning@caloes.ca.gov.

2. LHMP adoption **AND** adoption into the Safety Element of the General Plan
    a. Adopt the LHMP via a formal resolution following your jurisdiction's typical procedure once FEMA has issued "approvable pending adoption" (APA) status for your LHMP to be officially "approved."
        i. A sample adoption resolution for your LHMP is provided in Appendix B of the FEMA LHMP Policy Guide.
    b. At this time, you may also choose to adopt the LHMP into the Safety Element of your General Plan using the same resolution.
        i. Within the Safety Element update adoption resolution, there must be language specific to adopting the LHMP into the Safety Element of the General Plan, and the resolution must be signed and approved before the LHMP expires. This adoption can occur at the same time the LHMP is adopted to comply with FEMA requirements, or it can occur after the LHMP is approved but before it expires after five years.
    c. At any time during the life of an approved LHMP a jurisdiction may choose to adopt the LHMP into the Safety Element of their General Plan, however, when the LHMP expires, AB 2140 compliance will also expire.

3. Safety Element Language
    a. The local agency must include language specific to the LHMP within the Safety Element of their General Plan and make the LHMP easily accessible as a weblink, appendices, or attachment.
    b. Jurisdictions should follow their own internal procedures for Safety Element language, however, below is sample language that may be used:
        i. "The Local Hazard Mitigation Plan (LHMP) for the [*Add Jurisdiction Name*] planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities. (Add a web link or language directing to the LHMP attachment or appendix within the Safety Element. Discussed further in step #4 below.)"

4. LHMP Accessibility and Links
    a. The current, approved LHMP must be easily accessible and available to the public viewing the Safety Element. This requirement can be met by linking the LHMP electronically to the General Plan Safety Element or by including the LHMP in its entirety as an attachment or appendix in the Safety Element and referencing its location with the plan.
    b. Web links should be monitored so that they are in working condition and bring the viewer to the most recent approved version of the LHMP.

5. E-mail the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES Mitigation Planning inbox mitigationplanning@caloes.ca.gov for review and approval.

## Frequently Asked Questions

Q: Who do I contact if I have additional questions regarding my LHMP or AB 2140 status?

A: The Cal OES Local Hazard Mitigation Planning team at mitigationplanning@caloes.ca.gov.

Q: If a county is AB 2140 compliant, are its cities automatically covered?
A: No. Each county and city must:
1. Have either your own stand-alone LHMP or have an annex in a MJHMP.
2. Have adopted your approved stand-alone LHMP or annex into your own General Plan Safety Element.

Q: Can a jurisdiction obtain AB 2140 compliance before their LHMP is approvable pending adoption (APA) from FEMA?
A: No. The LHMP must be either APA or officially "approved" by FEMA before you may adopt to obtain AB 2140 compliance.

Q: Are special districts covered under their county's LHMP since they do not have their own general plan?
A: No. Special districts are not qualified for additional cost share under AB 2140 because they do not have a General Plan.

Q: If a county or city becomes AB 2140 compliant, does this compliance last forever?
A: No. AB 2140 compliance expires on the day the LHMP expires. You must re-adopt your LHMP into your General Plan Safety Element each time you update your LHMP.

Q: Once a county or city becomes AB 2140 compliant, are they guaranteed funding?
A: No. You will be eligible to be considered for additional CDAA funding upon approval of the legislature. <u>There is no guarantee of funding.</u>

Q: Can a city or county adopt their LHMP to obtain AB 2140 compliance at the same time they adopt their LHMP to fulfill the FEMA requirement when the LHMP is approvable pending adoption?
A: Yes, this is a viable option. It is crucial, however, that Cal OES receives a copy of the adoption resolution to ensure compliance. Your jurisdiction is not compliant until Cal OES has documentation.

Q: If the actual LHMP is added to the General Plan, but not within the Safety Element, is language still required in the Safety Element?
A: Yes, language specific to the LHMP and a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety is required to be in the Safety Element.

## AB 2140 Compliance Checklist

In order to issue a letter of AB 2140 compliance, Cal OES will review and verify that your jurisdiction has performed the following:

- ☐ Has a current, FEMA-approved or approvable pending adoption (APA) LHMP.
- ☐ Formally adopted the LHMP via resolution.
- ☐ Formally adopted the most current, approved LHMP into the Safety Element of your General Plan via resolution.
- ☐ Included language within the Safety Element of your General Plan that references your LHMP.
- ☐ Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety.
- ☐ E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES Mitigation Planning inbox mitigationplanning@caloes.ca.gov for review and approval.

**For LHMP and AB 2140 Questions:** mitigationplanning@caloes.ca.gov

**For Public Assistance and CDAA Questions:** DisasterRecovery@caloes.ca.gov

# Annex D City of Lindsay

This Annex summarizes the hazard mitigation elements specific to the City of Lindsay. This Annex supplements the Tulare County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP); therefore, the Annex is not a stand-alone plan but intended to supplement the hazard information provided in the Base Plan document. All other sections of the Tulare County MJHMP, or Base Plan, including the sections on the planning process, countywide risk assessment, and procedural requirements related to plan implementation and maintenance apply to the City of Lindsay. This Annex provides additional information specific to the City of Lindsay, including details on the City's profile, planning process, risk assessment, and mitigation strategy for the community.

The City of Lindsay was founded in 1889 and incorporated in 1910. The City provides the following services:

- Public safety (police and fire protection, ambulance)
- Highways and streets
- Wastewater collection, treatment, and disposal
- Domestic water
- Storm drainage

The City contracts for solid waste collection and disposal.

The City of Lindsay has participated in the county wide planning. Within the city, several key staff members have contributed the project including:

**Table D-1 City of Lindsay Contact**

| Name | Agency | Department | Title | Email |
|---|---|---|---|---|
| Joseph Avina | City of Lindsay | City Services | Acting Director of City Services | javina@lindsay.ca.us |
| Kira Stowell | QK Inc. | Planning | Planning Consultant | lindsayplanning@qkinc.com |

The City of Lindsay has participated in Tulare County's Stakeholder meetings on the following dates:

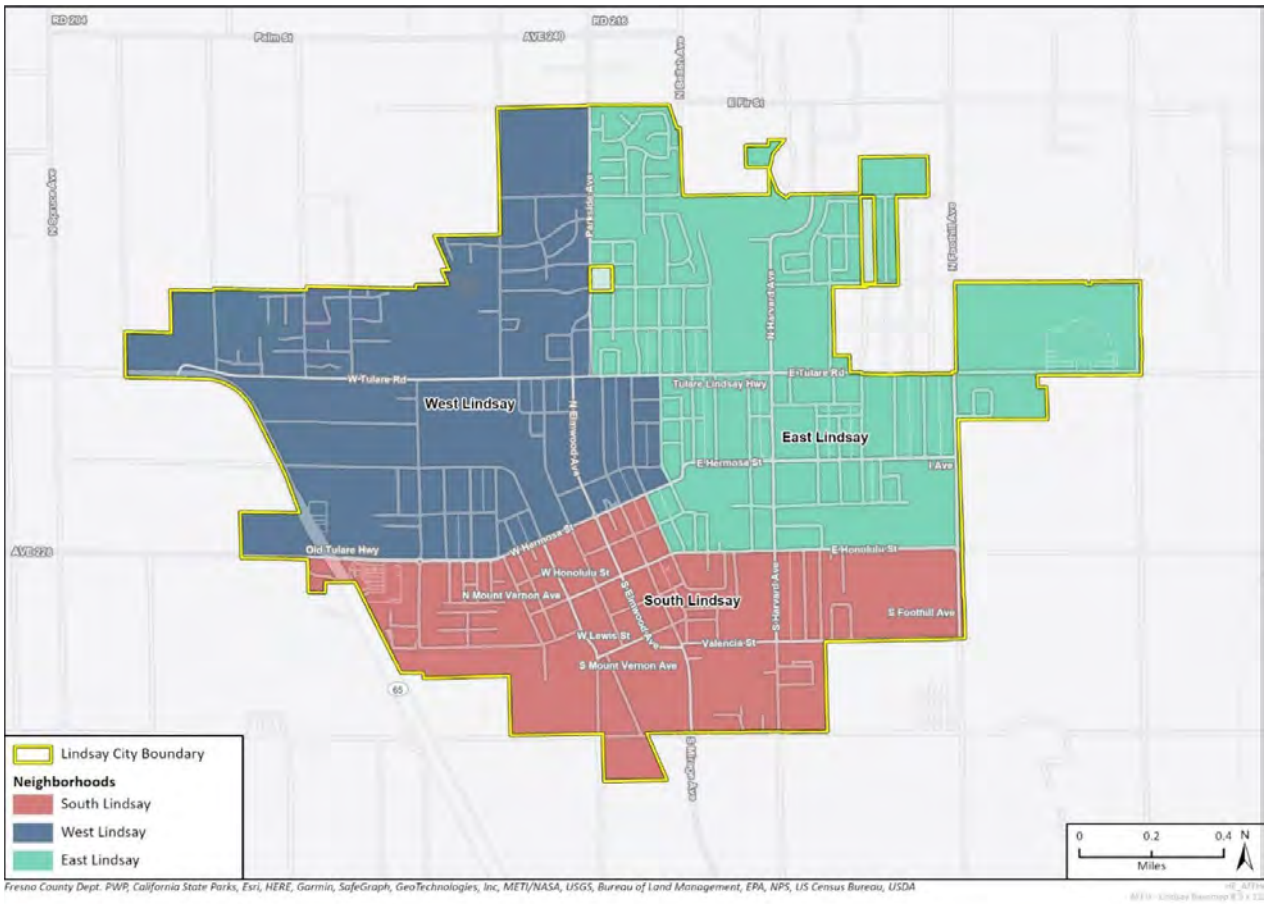
- June 27, 2021
- April 19, 2022
- July 19, 2022

## D.1 Community Profile

**Geography and Climate:** The city has a total area of 2.6 square miles. The City is relatively flat with an elevation of approximately 387 feet above sea level. Lindsay's climate can be described as dry Mediterranean. The summers are hot and dry, and winters are characterized by moderate temperatures

and light precipitation. Temperatures and rainfall for Lindsay are typical of that of the rest of the valley floor portion of the County.

**Figure D-1 City of Lindsay Map**




**History:** The City of Lindsay, founded in 1889 and incorporated in 1910, is located in the central southern area of Tulare County in the heart of the agriculturally rich San Joaquin Valley.

**Government:** Lindsay operates as a council-manager form of municipal government which is comprised of five council members serving four-year overlapping terms. The mayor is elected separately.

**Population and Demographics:** The 2020 U.S. Census reported that Lindsay had a population of 12,659. The population density was 4,647.2 people per square mile (1,741.1/km²). The racial makeup of Lindsay was 3,246 (%) White; 59 (%) African American; 230 (%) Native American; 204 (2.3%) Asian; 17 (%) Pacific Islander; 6,813 (%) from other races; and 2,090 (%) from two or more races. Hispanic or Latino of any race were 11,162 persons (%). The Census reported that 11,672 people (% of the population) lived in households, no one (0%) lived in non-institutionalized group quarters, and 96 people (0.8%) were institutionalized.

There were 3,866 households, out of which 1,468 had children under the age of 18 living in them, 2,077 were opposite-sex married couples living together, 869 had a female householder with no husband

present, 635 had a male householder with no wife present. There were 285 unmarried opposite-sex partnerships, and 0 same-sex married couples or partnerships. 614 households were made up of individuals and 390 had someone living alone who was 65 years of age or older. The average household size was 3.29. There were 2,530 families (% of all households); the average family size was 3.83.

**Housing:** There were 3,193 housing units at an average density of 1,223.5 per square mile, of which 1,526 (50.6%) were owner-occupied, and 1,488 (49.4%) were occupied by renters. The homeowner vacancy rate was 2.0%; the rental vacancy rate was 6.2%. 5,909 people (50.2% of the population) lived in owner-occupied housing units and 5,763 people (49.0%) lived in rental housing units.

**Economy:** Lindsay serves primarily as a bedroom town. Local commerce is composed of mostly small, family-owned businesses. The economy of Lindsay is largely based on agriculture and food production.

**Land use:** Lindsay is located along State Highway 65 approximately midway between the community of Strathmore and the City of Exeter (approximately 5 miles north of Strathmore and 7 miles southeast of Exeter).

Major transportation routes serving Lindsay include State Highway 65, State Highway 137, State Route 63, State Highway 99, and State Highway 198. Lindsay's close vicinity to these major transportation routes provides an attractive location for industrial activity and trucking related operations. Lindsay has reached a threshold where its greatest challenge is to attract and sustain economic growth that will be beneficial to its citizens, while enhancing the physical and cultural character of the community. While residents of Lindsay enjoy the slow pace of a small rural community, the City has aggressively pursued economic development opportunities through new industrial and commercial projects.

The Lindsay planning area is dominated by residential, commercial and industrial use, with supporting public and semi-public facilities such as schools, parks, government offices, churches, hospital and public utilities. The City is surrounded by agricultural land which is mostly devoted to orange and olive groves, with some irrigated pasture and field crops to the north. In comparison with other cities in Tulare County, the Lindsay urban area is compact with relatively little developed area within the unincorporated fringe.

**Development trends:** The City plans for future growth through the implementation of policies and standards set forth in its General Plan which states that development is to occur only within the incorporated City Limits with certain exceptions. **Table D-2** provides a projection for population growth in Lindsay.

**Table D-2: Lindsay Historic and Projected Population Growth**

| Year | Tulare County | Lindsay | % of Total County Population |
|---|---|---|---|
| 1990 | 311,921 | 8,338 | 2.7% |
| 2000 | 368,021 | 10,297 | 2.8% |
| 2010 | 442,179 | 11,768 | 2.7% |
| 2025 | 594,719 | 16,391 | 2.8% |
| 2030 | 650,466 | 18,098 | 2.8% |

**Source: 2020 Census Data**

*Notes: 1) 1990 to 2010 population data based on 2020 U.S. Census Data*

*2) 2025 to 2030 population projection based in 1990 to 2010 average annual growth rates*

**Development in hazard prone areas:**

Because population growth was less than two percent per year since approval of the 2018 MJLHMP, there has been no development in hazard prone areas that has affected overall vulnerability of the County. Development that did occur was primarily infill in urban areas where vulnerabilities are well understood and described.

The new MJLHMP addresses the new hazard of climate change. This hazard impacts the entire City. Development in the City, the State and globally with increased carbon emissions will result in increasing overall vulnerabilities to its impacts.

## D.2 Hazards Identification and Analysis

**Hazards:** Lindsay faces many of the hazards that are present in the County. **Table D-3** below provides a summary of hazards. Hazards in the City with unlikely frequency, limited extent, limited magnitude and low significance were not included.

**Table D–3: Lindsay Summary of Hazards**

| Hazard | Frequency | Extent | Magnitude | Significance | Location |
|---|---|---|---|---|---|
| Climate Change | Highly | Extensive | Catastroph | High | Entire City |
| Drought | Likely | Extensive | Catastroph | High | Entire City |
| Earthquake: Shaking | Occasional | Extensive | Limited | Low | Entire City |
| Flood | Likely | Extensive | Critical | High | Figure 4-57 of Base Plan |
| Energy Emergency | Occasional | Extensive | Critical | Medium | Entire City |
| Extreme Heat | Highly | Extensive | Critical | High | Entire City |
| Fire | Unlikely | Limited | Limited | Low | Entire City |
| Fog | Likely | Extensive | Limited | Low | Entire City |
| Hazardous Materials | Likely | Limited | Limited | Low | Entire City |
| Levee Failure | Occasional | Limited | Limited | Medium | Entire City |
| Pandemic and Vector Borne Disease | Likely | Extensive | Critical | Medium | Entire City |
| Severe Storms and High Winds | Highly Likely | Significant | Limited | Medium | Entire City |

**Source: 2013 FEMA Local Mitigation Planning Handbook**

**Guidelines for Hazard Rankings**

**Frequency of Occurrence:**

| | |
|---|---|
| Highly Likely | Near 100% probability in next year |
| Likely | Between 10 and 100% probability in next year or at least one chance in ten years |
| Occasional | Between 1 and 10% probability in next year or at least one chance in next 100 years |
| Unlikely | Less than 1% probability in next 100 years |

**Spatial Extent:**

| | |
|---|---|
| Limited | Less than 10% of planning area |
| Significant | 10-50% of planning area |
| Extensive | 50-100% of planning area |

**Potential Magnitude:**

| | |
|---|---|
| Catastrophic | More than 50% of area affected |
| Critical | 25 to 50% of area affected |
| Limited | 10 to 25% of area affected |
| Negligible | Less than 10% |

**Significance (subjective):**
low, medium, high

## D.3 Risk Assessment

The intent of this section is to assess Lindsay's vulnerability separate from that of the Operational Area as a whole, which has already been assessed in **Chapter 4 Risk Assessment** in the base plan. This risk assessment analyzes the population, property, and other assets vulnerable to the hazards ranked of medium or high significance that may vary from other parts of the planning area. For more information about how hazards affect the County as a whole see **Chapter 4** of the base plan.

**Infrastructure and Values at Risk:**

The following data was provided by the Director of City Services. This data should only be used as an estimate to determine overall values in the City as the information has some limitations. Generally, the land itself is not a loss. **Table D-4** shows the 2023 inventory for the City.

**Table D-4: Lindsay 2023 Asset Inventory**

| Name | Address | Value | Hazard Vulnerability |
|---|---|---|---|
| CCPI Discharge Line-3 booster pumps | 23620 Road 180 | $1,500,000 | Earthquake, 500-Year Floodplain, Dam Flood, Fog |
| City Park | Parkside Avenue and E. Alameda Street | $3,000,000 | Earthquake, 500-Year Floodplain, Fog |
| City Services Department | 150 N. Mirage Avenue | $150,000 | Earthquake, Fog |
| Friant Kern Canal | E. Honolulu Street | $500,000 | Earthquake, 500-Year Floodplain, Fog |
| Harvard Park | N. Harvard Avenue | $500,000 | Earthquake, 100-Year Floodplain, Fog |
| Harvard Ponding Basin | N. Harvard Avenue and E. Tulare Rd | $500,000 | Earthquake, 100-Year Floodplain, Fog |
| Hickory Lift Station | Hickory/Tulare Road | $250,000 | Earthquake, Fog |
| Kaku Park | N. Olive Avenue and W. Samoa Street | $200,000 | Earthquake, Fog |
| Lindsay City Hall | 251 E. Honolulu Street | $1,000,000 | Earthquake, Fog |
| Lindsay Corporation Yard | 476 N. Mount Vernon Avenue | $250,000 | Earthquake, Fog |
| Lindsay Department of Public Safety | 185 N. Gale Hill Avenue | $250,000 | Earthquake, Fog |
| Lindsay Historical Museum | Gale Hill Avenue | $100,000 | Earthquake, 500-Year Floodplain, Fog |
| Lindsay Library | 157 N. Mirage Avenue | $500,000 | Earthquake, Fog |
| Lindsay Soccer Complex | 801 N. Elmwood Avenue | $500,000 | Earthquake, 500-Year Floodplain, Fog |
| Lindsay Sewer Treatment Facility | 23611 Rd. 196 | $30,000,000 | Earthquake, Fog |
| Lindsay Wellness Center/Aquatic Center | 740 N. Sequoia Avenue | $2,500,000 | Earthquake, 500-Year Floodplain, Fog |
| Mariposa Ponding Basin | 10 Acres Mariposa/Hwy 65 | $150,000 | Earthquake, Fog |
| Mason House Museum and Gallery | 147 N. Gale Hill Avenue | $125,000 | Earthquake, Fog |

| Table D-4: Lindsay 2023 Asset Inventory | | | |
|---|---|---|---|
| **Name** | **Address** | **Value** | **Hazard Vulnerability** |
| Olive Bowl Baseball Field | S. Olive Avenue and W. Apia Street | $700,000 | Earthquake, Fog |
| Parking lot | E. Elmwood Avenue and E. Honolulu Street | $100,000 | Earthquake, Fog |
| Lindsay Community Center | 911 N. Parkside Avenue | $250,000 | Earthquake, 500-Year Floodplain, Fog |
| Sequoia Lift Station | Sequoia/Hickory | $500,000 | Earthquake, Fog |
| Sequoia Ponding Basin | Sequoia Avenue and E. Alameda Street | $250,000 | Earthquake, 500-Year Floodplain, Fog |
| Sweet Brier Plaza | 195 N Sweetbriar Avenue | $2,000,000 | Earthquake, Fog |
| Well # 11 | W. Mariposa Street | $1,500,000 | Earthquake, Fog |
| Well # 14 | Avenue 242 | $1,500,000 | Earthquake, Fog |
| Well # 15 | Rd 188 | $2,000,000 | Earthquake, Fog |

**Source: City of Lindsay City Services Department**

**Critical Facilities:** The City has identified the following infrastructure in **Table D-5** as critical facilities:

| Table D-5: Lindsay 2023 Critical Facilities | | | |
|---|---|---|---|
| **Facility** | **Address** | **Value** | **Hazard Vulnerability** |
| CCPI Discharge Line-3 booster pumps | 23620 Road 180 | $1,500,000 | Earthquake, fog |
| City Services Department | 150 N. Mirage Avenue | $150,000 | Earthquake, fog |
| Friant Kern Canal | E. Honolulu Street | $500,000 | Earthquake, fog |
| Harvard Ponding Basin | N. Harvard Avenue and E. Tulare Rd | $500,000 | Earthquake, fog |
| Hickory Lift Station | Hickory/Tulare Road | $250,000 | Earthquake, fog |
| Lindsay City Hall | 251 E. Honolulu Street | $1,000,000 | Earthquake, fog |
| Lindsay Corporation Yard | 476 N. Mount Vernon Avenue | $250,000 | Earthquake, fog |
| Lindsay Department of Public Safety | 185 N. Gale Hill Avenue | $250,000 | Earthquake, fog |
| Lindsay Sewer Treatment Facility | 23611 Rd. 196 | $30,000,000 | Earthquake, fog |
| Lindsay Wellness Center/Aquatic Center | 740 N. Sequoia Avenue | $6,100,000 | Earthquake, fog |
| Mariposa Ponding Basin | 10 Acres Mariposa/Hwy 65 | $150,000 | Earthquake. Fog |
| Lindsay Community Center | 911 N. Parkside Avenue | $250,000 | Earthquake, fog |
| Sequoia Lift Station | Sequoia/Hickory | $500,000 | Earthquake. Fog |
| Sequoia Ponding Basin | Sequoia Avenue and E. Alameda Street | $250,000 | Earthquake, fog |

| | | | |
|---|---|---|---|
| Well # 11 | W. Mariposa Street | $1,500,000 | Earthquake, fog |
| Well # 14 | Avenue 242 | $1,500,000 | Earthquake, fog |

**Source: City of Lindsay City Services Department**

**Populations and Businesses at Risk:** Residential population data for the City was obtained from the State of California Department of Finance E-1 Population Estimates for Cities, Counties, and the State—January 1, 2016/2017. The population is estimated to be 12,980 in an area of 2.6 square miles. The estimate is 3,575 residential units with a 2016 median value of $134,559. The most common employment sectors for those who live in Lindsay are agriculture, retail trade, and manufacturing.

**Economic Risks:** The economy of Lindsay is largely based on agriculture and food production. The City serves mostly as a commuter town with many residents having to travel to larger population centers to seek employment. Local commerce is composed of mostly small, family-owned businesses.

**Vulnerability and Potential Losses:** A risk assessment determines the vulnerability of assets within the City by evaluating the inventory of City owned existing property and the population exposed to a hazard. A quantitative vulnerability assessment is limited to the exposure buildings, and infrastructures to the identified hazards. This risk assessment includes only those hazards that are natural.

### D.3.1 Vulnerability to Specific Hazards

This section provides the vulnerability assessment, including any quantifiable loss estimates, for those hazards identified in **Table D-3** as high or medium significance hazards. Impacts of past events and vulnerability of the City to specific hazards are further discussed below (see Section 4.1 Hazard Identification in the Base Plan for more detailed information about these hazards and their impacts on the Tulare County Planning Area). Methodologies for evaluating vulnerabilities and calculating loss estimates are the same as those described in Section 4.3 of the Base Plan.

FEMA requires that an estimation of loss be conducted for the identified hazards to include the number of potential structures impacted by the hazards and the total potential costs. The analysis of potential losses calculated in **Sections D.3.2 through D.3.7** used the best data currently available to produce an understanding of potential loss. These estimates may be used to understand relative risk from hazards and potential losses. There are uncertainties in any loss estimation method, resulting from lack of scientific study and the exact result of hazard effects on the built environment, and from the use of approximations that are necessary for a comprehensive analysis.

Based upon previously occurring incidents and the risk assessment, the following hazards are most likely to affect the City of Lindsay:

- Climate Change
- Drought
- Earthquake
- Extreme heat
- Flood
- Severe Storms and High Winds

## D.3.2 Climate Change

### Hazard Profile and Problem Description

Climate change adaptation is a key priority of the State of California. The 2018 State of California Multi-Hazard Mitigation Plan stated that climate change is already affecting California. Sea levels have risen by as much as seven inches along the California coast over the last century, increasing erosion and pressure on the state's infrastructure, water supplies, and natural resources. The State has also seen increased average temperatures, more extreme hot days, fewer cold nights, seal level, and precipitation patterns, the intensity of extreme weather events is also changing.

### Location and Extent

Climate change is a global phenomenon. It is expected to affect the whole of Lindsay, Tulare County, and the State of California. There is no scale to measure the extent of climate change. Climate change exacerbates other hazards, such as drought, extreme heat, and flooding. The speed of onset of climate change is terribly slow. The duration of climate change is not yet known but is feared to be tens to hundreds of years.

### Past Occurrences

Climate change has never been linked to any declared disasters. While the City noted that climate change is of concern, no specific impacts of climate change could be recalled. The City and HMPC members noted that the strength and intensity of storms does seem to be increasing and the temperatures are getting hotter.

### Vulnerability to and Impacts from Climate Change

The California Adaptation Planning Guide (APG) prepared by California OES and CNRS was developed to provide guidance and support for local governments and regional collaboratives to address the unavoidable consequences of climate change. California's APG: Understanding Regional Characteristics has divided California into 11 different regions based on political boundaries, projected climate impacts, existing environmental setting, socioeconomic factors and regional designations. Tulare County falls within the Southern Central Valley Region characterized as largely agricultural, with cities inland. The region also stretches into the foothills of the Sierra Nevada and is known as a prominent tourism access point for Yosemite National Park, Kings Canyon National Park, and Sequoia National Park. Several communities in the region rely on tourism. This information can be used to guide climate adaptation planning in the City and Tulare County Planning Area.

The California APG: Understanding Regional Characteristics identified the following impacts specific in which the Tulare County Planning Area is part of:

- Temperature increases
- Decreased precipitation
- Reduced snowpack
- Ecosystem change
- Sensitive species stress
- Flooding

- Decrease in tourism – Sierra Nevada foothills.
- Wildfire risk in the Sierra Nevada foothills

### Future Development

The City could see population fluctuations as a result of climate impacts relative to those experienced in other regions, and these fluctuations are expected to impact demand for housing and other development. While there are currently no formal studies of specific migration patterns expected to impact the City and County region, climate-induced migration was recognized within the UNFCCC (United Nations Framework Convention on Climate Chage) Conference of Parties Paris Agreement of 2015 and is expected to be the focus of future studies.

## D.3.3 Drought & Water Shortage

### Hazard Profile and Problem Description

Drought is a complex issue involving many factors – it occurs when a normal amount of precipitation and snow is not available to satisfy an area's usual water-consuming activities. Drought can often be defined regionally based on its effects. Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically. Drought affects different sectors in different ways and with varying intensities. Adequate water is the most critical issue and is critical for agriculture, manufacturing, tourism, recreation, and commercial and domestic use. As the population in the area continues to grow, so will the demand for water.

### Location and Extent

Drought and water shortage are regional phenomena. The whole of the County, as well as the whole of the City, is at risk. The US Drought Monitor categorizes drought conditions with the following scale:

- None
- D0 – Abnormally dry
- D1 – Moderate Drought
- D2 – Severe Drought
- D3 – Extreme drought
- D4 – Exceptional drought

Drought has a slow speed of onset and a variable duration. Drought can last for a brief period of time, which does not usually affect water shortages and for longer periods. Should a drought last for an extended period of time, water shortage becomes a larger issue. Current drought conditions in the City and the County are shown in **Section 4.3.2** of the Base Plan.

### Past Occurrences

There have been three state disaster declarations and zero federal disaster declaration from drought. This can be seen in **Table D-6.**

**Table D-6 Tulare County - State and Federal Drought Disaster Declarations 2014 - 2022**

| Disaster Type | Count | State Declarations Years | Count | Federal Declarations Years |
|---|---|---|---|---|
| **Drought** | 1 | 2014 | 0 | |
| | 1 | 2021 | | |
| | 1 | 2022 | | |
| **Source: Cal OES, FEMA** | | | | |

Since drought is a regional phenomenon, past occurrences of drought for the City are the same as those for the County and includes multi-year droughts since 2012, according to drought declaration from USDA for the County. Details on past drought occurrences can be found in Section 4.3.2 of the Base Plan.

In the most recent drought starting in 2014, according to data from Cal OES/FEMA, mandatory conservation measures were followed; grass, trees, and other greenery in parks, medians and other

common areas maintained by the City were significantly altered and replaced with drought tolerant and native plants. The City was able to mitigate some of the local impacts associated with drought through an increase in water conservation measures.

### Vulnerability to and Impacts from Drought and Water Shortage

Based on historical information, the occurrence of drought in California, including the City, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts can be extended. Although an area may be under an extended dry period, determining when it becomes a drought based on impacts to individual water users.

The vulnerability of the City to drought is City-wide, but impacts may vary and include reduction in water supply and quality, and an increase in dry fuels. The potential for a reduction in water supply during drought conditions generally leads to both mandated and voluntary conservations measures during extended droughts. During these times, the costs of water can also increase. The increased dry fuels and fuel loads associated with drought conditions can also result in an increased fire danger. In areas of extremely dry fuels, the intensity and speed of fires can be significant. Water supply and flows for fire suppression can also be an issue during extended droughts.

With more precipitation likely falling as rain instead of snow in the Sierra's and warmer temperatures causing decreased snowfall to melt faster and earlier, water supply is likely to become more unreliable. In addition, drought and water shortage is predicted to become more common. This means less water available for use over the long run, and additional challenges for water supply reliability, especially during periods of extended drought.

### Impacts

The vulnerability of the City to drought is City-wide, but impacts may vary and include reduction in water supply and an increase in dry fuels. The potential for a reduction in water supply during drought conditions generally leads to both mandated and voluntary conservation measures during extended droughts. During these times, the costs of water can also increase.

### People

The historical and potential impacts of drought on populations include agricultural sector job loss, secondary economic losses to local businesses and public recreational resources, increased cost to local and state government for large-scale water acquisition and delivery, and water rationing and water wells running dry for individuals and families. As drought is often accompanied by prolonged periods of extreme heat, negative healthy impacts such as dehydration can also occur, where children and elderly are most susceptible. Air quality often declines in times of drought which can affect those with respiratory ailments.

### Social Vulnerability

The population that would be impacted by a severe drought or water shortage is considered a disadvantaged community by the State Water Board (DAC Mapping Tool – Census Tracts: ACS: 2016-2020). Further, the economically impaired elderly population could be most vulnerable in a drought and water

shortage condition do the need of delivered and purchasing of water from outside sources. Having the ability to purchase water from an outside source (such as water bottles, containers or cases of water), and being able to pick up large amounts of water could be most challenging for the elderly. The cost of outsourced water could also be an effect for those families in the City who do not have the income flexibility for an unforeseen expense or rise in water cost.

### Government Services

A drought or water shortage would also pull city staff away from other duties, while the city staff works under a disaster declaration to prioritize and alleviate the drought and water shortage as urgently as possible. In this scenario additional water restrictions and conservation measures would be necessary. If the drought causes subsidence and impacts infrastructure, the city will need to focus on water infrastructure repairs, and possible water quality issues.

### Critical Facilities

The majority of critical facilities which would be impacted are water system distribution facilities. If a drought of severity occurred, the city wells would likely be negatively affected by requiring the need to lower the pumping levels of the well. When water levels are changing due to drought, the water system could be impacted by changes in potable water quality.

Services that require ample water supply and pressure, such as firefighting services, would be impacted if a water shortage or drought impacted water psi in the distribution system, or reduced the amount of water available for such services.

### Economy

The extent of impact to the economy is difficult to quantify, as it would depend on the duration of a the drought or water shortage, and ability for businesses to adapt by procuring water from sources outside of the city's capabilities.

### Historic, Cultural and Natural Resources

Natural resources would be at risk of negative impacts from a drought due to the adverse effect it could have on local streams, wetlands, and an irrigation lake, which host a variety of wildlife.

The impact to wildlife would be a cause of droughts effect on natural resources in the area. Vegetation would also be impacted, as drought would dehydrate plant life, while a shortage of water would require aggressive irrigation measures which would further cause dehydration of habitats.

### Future Development

As the population in the area continues to grow, so will the demand for water. Water shortages in the future may be worsened by drought, as the City relies on ground water for its water source. Increased planning will be needed to account for population growth and increased water demands. The City is actively pursuing upgrades to the water distribution system, with plans to add more wells, storage tanks, and pumps to the infrastructure.

## B.3.4 Earthquake

### Hazard Profile and Problem Description

An earthquake is caused by a sudden slip on a fault. Stresses in the earth's outer layer push the sides of the fault together. Stress builds up, and the rocks slip suddenly, releasing energy in waves that travel through the earth's crust and cause the shaking that is felt during an earthquake.

#### *Location and Extent*

The Owens Valley fault zone is located on the eastern base of the Sierra Nevada and is a complex system containing both active and potentially active faults. The right-lateral Owens Valley fault zone in eastern California extends north from Owens Lake to beyond Big Pine. It passes through Lone Pine near the eastern base of the Alabama Hills and follows the floor of Owens Valley northward to the Poverty Hills and continues northwest across Crater Mountain and through Big Pine. The zone is located within Tulare and Inyo Counties and has historically been the source of seismic activity within the County.

#### *Past Occurrences*

The County has not experienced any earthquakes equal to or greater than M 5.5 in recent years. However, several historical earthquakes greater than M 5.5 have occurred within close vicinity of the County. The towns of Tehachapi and Arvin, in Kern County, were hit severely by the July M 7.3 1952 Kern County earthquake. Twelve persons died, many were injured, and $60 million property damage was sustained. Damage to well-designed structures was slight, but old and poorly built buildings were cracked and many collapsed. Reinforced tunnels with walls 18 inches thick near Bealville were cracked, twisted, and caved in; rails were shifted and bent into S-shaped curves. Near Caliente, reinforced concrete railroad tunnels were demolished. Many aftershocks occurred, three over 6 on the Richter scale. One aftershock on August 22 (magnitude 5.8) centered near Bakersfield. It took two lives and caused extensive damage to many already weakened buildings. The Kern County earthquake, the largest with an epicenter in California since 1906, originated on the White Wolf Fault

### Vulnerability to and Impacts from Earthquakes

Impacts to the City would include damages to infrastructure (roads, bridges, railroad tracks, etc.), damages and loss of services to utilities and critical infrastructure, damages to residential and commercial buildings, and possible loss of life and injuries. Earthquakes, though rare in Tulare County, can strike without warning and cause dramatic changes to the landscape of an area that can have devasting impacts on the built environment, on agricultural production, and the environment.

#### *General Property*

Unreinforced masonry building type structures consist of buildings made of unreinforced concrete and brick, hollow concrete blocks, clay tiles, and adobe. Buildings constructed of these materials are heavy and brittle, and typically provide little earthquake resistance. In small earthquakes, unreinforced buildings can crack, and in strong earthquakes, they have a tendency to collapse. These types of structures pose the greatest structural risk to life and safety of all general building types

### *People*

It is common practice in California to participate in drills regarding earthquake safety, and there are many guides to be found listing what would help to prepare families and individuals in the case of an earthquake. There are still vulnerable populations such as homeless, elderly, or disabled individuals who may not be able to navigate to safety during or after an earthquake.

### Social Vulnerability

The populations most vulnerable to earthquake hazards would be those that rely on specific services or electrical power, which may not be available during or after an earthquake, or those which are homeless, would have a difficult time evacuating due to age or disability, cannot communicate easily due to speaking English less than well, for example.

### Government Services

Damage to government facilities and infrastructure from a major earthquake would likely interrupt or delay the ability of local governments to delivery of services and could require temporary relocation of some operations. Regulatory waivers may be needed locally. Fulfillment of some contracts may be difficult. Responders will initially experience similar impacts as the general public. However, in the aftermath of a major earthquake responders would likely be put in very hazardous circumstances as they attempt to save lives, protect property, and deliver essential services. Public confidence in government may be challenged by the public if planning, response, and recovery are not timely and effective

### Critical Facilities

Essential facilities including hospitals, medical clinics, schools, fire stations, police stations and emergency operations facilities and high potential loss (HPL) facilities include dams, levees, military installations, nuclear power plants and hazardous material sites. Should these facilities become damaged during an earthquake responses to emergencies resulting from the earthquake may be impacted.

### Economy

Depending on its location and magnitude, an earthquake could have a devastating impact on the City's economy. Impacts would be related to debris cleanup and management, building and infrastructure damage, and losses related to business and infrastructure interruption.

### Historic, Cultural and Natural Resources

Earthquake effects on the environment, natural resources, and historic and cultural assets could be very destructive depending on the type of seismic activity experienced and secondary/cascading effects from an event (e.g., wildfire). The biggest impact would likely be on older properties such as wooden or masonry buildings, though reinforced masonry structures would be much more resilient during earthquakes.

### Future Development

Future development in the City is not anticipated to significantly affect vulnerability to earthquakes when designed according to modern building codes. However, future development will result in a slight increase in exposure of the population, building stock, and related infrastructure to earthquakes.

## B.3.5 Severe Weather: Extreme Heat

### Hazard Profile and Problem Description

According to FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and lasts for several weeks.

#### *Location and Extent*

Heat is a regional phenomenon and affects the whole of the City. Heat emergencies are often slower to develop, taking several days of continuous, oppressive heat before a significant or quantifiable impact is seen. Heat waves do not strike victims immediately, but rather their cumulative effects slowly affect vulnerable populations and communities. Heat waves do not generally cause damage or elicit the immediate response of floods, fires, earthquakes, or other more "typical" disaster scenarios.

The NWS has in place a system to initiate alert procedures (advisories or warnings) when extreme heat is expected to have a significant impact on public safety. The expected severity of the heat determines whether advisories or warnings are issued. The NWS HeatRisk forecast provides a quick view of heat risk potential over the upcoming seven days. The heat risk is portrayed in a numeric (0-4) and color (green/yellow/orange/red/magenta) scale which is similar in approach to the Air Quality Index (AQI) or the UV Index. This can be seen in Section 4.3.2 of the Base Plan.

#### *Past Occurrences*

The City Planning Team noted that since extreme heat is a regional phenomenon, events that affected the County also affected the City. Those past occurrences were shown in the Base Plan in **Section 4.3.2**

### Vulnerability to and Impacts from Extreme Heat

The City experiences temperatures in excess of 100°F during the summer and fall months. The temperature moves to 105-115°F in rather extreme situations. During these times, drought conditions may worsen, and the City may see an increase in dry fuels. Also, power outages events may occur during these times as well. Health issues are the primary concern with this hazard, although economic impacts can also be an issue, especially if sever heat events result in power outages.

#### *General Property*

The impact to general property caused by extreme heat is mainly due to its impact on vegetation in the City. With extreme heat, there is more susceptibility to very dry vegetation, which can create hazards for property due to the increased potential for fires. Extreme heat can be an indicator of drought like conditions, therefore with extreme heat water system property could be impacted due to strains on the system requiring potable water wells to require additional upgrades.

Extreme heat can put a strain on HVAC systems and the electrical supply in the City, due to households having prolonged air conditioning.

### *People*

Heat kills by taxing the human body beyond its abilities. In extreme heat and high humidity, evaporation is slowed, and the body must work extra hard to maintain a normal temperature. Most heat disorders occur because the victim has been overexposed to heat or has over-exercised for his or her age and physical condition. Older adults, young children, and those who are sick or overweight are more likely to succumb to extreme heat.

Extreme heat is more likely to affect vulnerable populations. Vulnerability to extreme heat will increase as the average age of the population in each City shifts. It is encouraged that nursing homes and elder care facilities have emergency plans or backup power to address power failure during times of extreme heat. Low-income residents and homeless populations are also vulnerable. Cooling centers for these populations should be utilized when necessary.

### Social Vulnerability

The most vulnerable groups to extreme heat are infants, children up to four years old, people 65 years and older, and people who are overweight. Athletes and outdoor workers are identified as higher risk groups for extreme heat conditions, since they are mostly active outdoors and have limited options for staying cool, and more likely to become dehydrated (cdc.gov).

Social groups who are low-income are considered at a higher risk from extreme heat since their access to air conditioning may not be available or limited.

### Government Services

Extreme heat may impact electrical supply, and cause power outages. In these instances, government services can be hindered. If extreme heat exacerbates drought conditions, then it can also be an ancillary cause to municipal water supplies.

### Critical Facilities

Extreme heat can have many impacts across different critical infrastructures. Power lines become less efficient from overheating during extreme heat events. Roadways, concrete structures, and sidewalks can develop cracks caused by extreme heat (cisa.gov). If extreme heat contributes to subsidence in the City, there can be further damage to infrastructure such as underground utilities and water systems.

### Economy

Economical impacts from extreme heat can occur as a secondary effect from other vulnerability impacts previously discussed. For example, strains on households from higher electric bills, or break downs in municipal infrastructure can both be caused from extreme heat, which in turn impact the economical health of residents and the City budget.

There is a large agricultural industry within the City which can be strained due to extreme heat. When extreme heat occurs agriculture can be impacted by interrupting work schedules for outdoor laborers, and by impacting crop production.

### Historic, Cultural and Natural Resources

Natural resources in the City such as water ways and vegetation are at risk of negative impacts from long durations of extreme heat. An increase in dehydration of vegetation and evaporation from water ways can be detrimental to natural resources, causing drought conditions and higher risk for wildfires to develop.

### Future Development

Future development of new buildings in the City will likely not be affected by extreme heat. Extreme heat is more likely to affect vulnerable populations. Vulnerability to extreme heat will increase as the average age of the population in the City shifts. It is encouraged that nursing homes and elder care facilities have emergency plans or backup power to address power failure during times of extreme heat and in the event of a PSPS. Low-income residents and homeless populations are also vulnerable. Cooling centers for these populations should be utilized when necessary.

## B.3.6 Flood

### Hazard Profile and Problem Description

Flooding is the rising and overflowing of a body of water onto normally dry land. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide.

#### *Location and Extent*

Flooding occurs in the city during periods of heavy rain due to inadequate drainage. The flat geography also contributes to ponding. **Figure 4-57** in the plan shows the DFIRM Flood Zones.

#### *Past Occurrences*

Tulare County has received multiple historical floods resulting in both State and Federal Disaster Declarations, although The City of Lindsay has not directly received flooding of that extent.

#### *General Property*

There are no accurate costs values associated with past flood events. Future flood incidents will likely result in structural damage and lost economic activity. Flood cost could be in excess of $100,000,000.

The City of Lindsay participates in the National Flood Insurance Program. **Table D-7** shows the reported policies as of September 30, 2022 (the latest NFIP data provided).

**Table D-7 National Flood Insurance Program Participation**

| Community Name | Community Number | Total Premium + FPF | Total Policy Count | Total Coverage | Total Losses | Total Net Dollars Paid |
|---|---|---|---|---|---|---|
| Lindsay, City Of | 060406 | $126,326 | 214 | $41,303,900 | 13 | $53,516 |

#### *People*

Those in disadvantaged communities, are unhoused, or elderly or disabled may have difficulty navigating themselves to safety due to flooding or closed roadways. Lack of access to shelters or emergency services would impact many people in a community and would possibly put lives at risk. Floods kill more people trapped in vehicles than anywhere else. During a flood, people can also suffer heart attacks or electrocution due to electrical equipment short outs.

### Social Vulnerability

Those in disadvantaged communities, are unhoused, or elderly or disabled may have difficulty navigating themselves to safety due to flooding or closed roadways. Lack of access to shelters or emergency services would impact many people in a community and would possibly put lives at risk. It is also important to note that many people in The City may not be able to understand or speak English to a fluent enough level that emergency services could assist them even if they are able to be contacted in an emergency.

### Government Services

Publicly owned facilities are a key component of daily life for all citizens of the County. Public buildings are of particular importance during flood events because they house critical assets for government response and recovery activities. Damage to public water and sewer systems, transportation networks, flood control facilities, emergency facilities, and offices can hinder the ability of the government to deliver services. Loss of power and communications can be expected. Drinking water and wastewater treatment facilities may be temporarily out of operation. Flooding can have various impacts to responders in terms of response time and the personal safety of first responders. Flooded roadways are a common occurrence throughout the Planning Area and can block emergency vehicles from crossing certain areas, delaying response times. Flood events can often result in motorists needing to be rescued from stalled vehicles in flooded roadways. These types of challenges can often be dangerous for the first responders due to potentially polluted waters as well as swift currents.

### Critical Facilities and Infrastructure

Key support facilities and structures most necessary to withstand the impacts of, and respond to, natural disasters are referred to as critical facilities. Examples of these critical facility types include utilities, transportation infrastructure, and emergency response and services facilities, given failures of components along major lifelines or even closures or inaccessibility to key emergency facilities could limit if not completely cut off transmission of commodities, essential services, and other potentially catastrophic repercussions. Floods and levee failure have the ability to disrupt, damage, or destroy these critical facilities, which in turn can impede the ability of The City to respond to and recover from a major flood event.

Floods can occur in both 0.2% and 0.5% flood zones, but they are only implemented and monitored flood mitigations in relation to properties and buildings within the 1% or 100 year flood plain. This means that those properties may be more vulnerable to large storms since there are no direct mitigation measures in place to protect those properties.

### Economy

Effects on the agriculture economy can be devastating, and a large amount of area at risk to flooding in the County is agricultural. Flooding can damage crops and livestock. In addition to the obvious impacts on crops and animals, flooding can have deleterious effects on soil and the ability to reinvigorate the agricultural activities impacted once the flood waters recede. Damage to water resources such as underground irrigation systems, water storage reservoirs, springs and other natural water bodies could have a serious effect upon agriculture operations.

### Historic, Cultural and Natural Resources

Natural resources in the City such as water ways and vegetation are at risk of negative impacts from long durations of extreme heat. An increase in dehydration of vegetation and evaporation from water ways can be detrimental to natural resources, causing drought conditions and higher risk for wildfires to develop.

**Future Development**

Communities that participate in the NFIP adopt regulations and codes that govern development in special flood hazard areas (SFHAs) and enforce those requirements through their local floodplain management ordinances through the issuance of permits. Tulare County's floodplain management ordinance provides standards for development, subdivision of land, construction of buildings, and improvements and repairs to buildings that meet the minimum requirements of the NFIP.

## B.3.7 Severe Storms and High Winds

### Hazard Profile and Problem Description

High winds, often accompanying severe storms and thunderstorms, can cause significant property and crop damage, threaten public safety, and have adverse economic impacts from business closures and power loss. High winds, as defined by the NWS glossary, are sustained winds speeds of 40 mph or greater lasting for 1 hour or longer, or winds of 58 mph or greater for any duration. These winds may occur as part of a seasonal climate pattern or in relation to other severe weather events such as thunderstorms.

#### *Location and Extent*

The entire City of Lindsay is subject to significant, non-tornadic (straight-line), winds. Magnitude of winds is measured often in speed and damages. These events are often part of a heavy rain and storm event but can occur outside of storms. The speed of onset of winds can be short but accurate weather prediction mechanism often the public know of upcoming events.

#### *Past Occurrences*

The City Planning Team noted that since Severe Storms and High Winds is a regional phenomenon, events that affected the County also affected the City. There were two past occurrences of USDA Disaster Declarations in Tulare County for high winds combined with rainfall. One occurred in 2012 (Disaster No. S3255), and the other in 2016 (Disaster No. S4170).

#### *General Property*

General damages are both direct (what the wind event physically destroys) and indirect, which focuses on additional costs, damages and losses attributed to secondary hazards spawned by the event, or due to the damages caused by the wind event. Construction practices and building codes help to maximize the resistance of structures to damage.

#### *People*

Community members are the most vulnerable to high wind and tornado events. The availability of sheltered locations such as basements, buildings constructed using tornado-assistant materials and methods, and public storm shelters, all reduce the exposure of the population. However, there are also segments of population that are especially exposed to the indirect impacts of high winds and tornadoes, particularly the loss of electrical power.

#### *Social Vulnerability*

Secondary impacts of damage caused by wind events often result from damage to infrastructure. Downed power and communications transmission lines, coupled with disruptions to transportation infrastructure, create difficulties in reporting and responding to emergencies. These indirect impacts of a wind event put tremendous strain on a community. In the immediate aftermath, the focus is on emergency services. High

Winds may also temporarily worsen the air quality in the area, which can negatively effect those with asthma.

### Government Services

Most structures, including the County's critical facilities, should be able to withstand and provide adequate protection from severe wind and tornadoes. Those facilities with backup generators should be fully equipped to handle severe wind and tornado events should the power go out. The impact of high wind on responders is similar to that of the general public. In the event of a tornado, there may be localized impacts to response personnel. Impacts on transportation corridors and communications lines affect first responders ability to respond effectively. To maintain public confidence, jurisdictions must continue to adhere to building codes and to facilities new development that is built to the highest design standards to account for heavy winds and tornado winds.

### Critical Facilities

Both winds and tornadoes may impact exposed critical infrastructure such as power lines; depending on the impact and the function, this could cause a short-term economic disruption. The most common problems associated with tornadoes and high winds are loss of utilities. Downed power lines can cause power outages, leaving large parts of the County isolated, and without electricity, water, and communication. Damage may also limit timely emergency response and the number of evacuation routes. Downed electrical lines following a storm can also increase the potential for lethal electrical shock. Damaging winds can also cause wildfires.

### Economy

High winds typically do not have long-term impacts on the economy of the City, although wind does have an impact on the agricultural economy in the County.

### Historic, Cultural and Natural Resources

High winds and tornadoes can cause massive damage to the natural environment, uprooting trees and other debris. This is part of a natural process, however, and the environment will return to its original state.

### Future Development

Future development projects should consider windstorm and tornado hazards at the planning, engineering, and architectural design stage with the goal of reducing vulnerability. Utilities at risk to high winds should be grounded as new facilities are improved or added. Whether high winds and tornadoes will occur, where, when, and of what intensity are all factors that evolve over the days and hours before they form and after thy do. Improved weather forecasts coupled with new information technologies, including social media, has resulted in an increasingly large volume of risk information that is available to people when tornadoes and high winds threaten. Development trends in the City are not expected to increase vulnerability to this hazard.

## D.4 Capabilities Assessment

The reason for conducting a capability assessment is to identify Lindsay's capacity to successfully implement mitigation activities. Understanding internal and external processes, resources and skills forms the basis of implementing a successful HMP. Understanding strengths and weaknesses also helps ensure that goals and objectives are realistic and attainable.

The planning team conducted an assessment of the City's capabilities that contribute to the reduction of long-term vulnerabilities to hazards. The capabilities include authorities and policies, such as legal and regulatory resources, staff, and fiscal resources. Staff resources include technical personnel such as planners/engineers with knowledge of development and land management practices and an understanding of natural or human-caused hazards. The planning team also considered ways to expand on and improve existing policies and programs with the goal of integrating hazard mitigation into the day-to-day activities and programs of the City. In carrying out the capability assessment, several areas were examined:

- Planning and regulatory capabilities
- Administrative and technical resources
- Fiscal resources including grants, mutual aid agreements, operating funds and access to funds
- Technical and staff resources to assist in implementing/overseeing mitigation activities
- Previous and Ongoing Mitigation Activities

**Tables D-8** through **D-11** provide a list of the City's capabilities**.**

**Planning and Regulatory Capabilities:** These include local ordinances, policies and laws to manage growth and development. Examples include land use plans, capital improvement plans, transportation plans, emergency preparedness and response plans, building codes and zoning ordinances.

| Table D-8 Lindsay Planning and Regulatory Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| General Plan | The City's General Plan provides a policy base to guide future growth within the City. It was created by planners, engineers and technical staff with knowledge of land development, land management practices, as well as human-caused and natural hazards. The General Plan:<br>• Develops and maintains the General Plan, including the Safety Element.<br>• Develops area plans based on the General Plan, to provide more specific guidance for the development of more specific areas.<br>• Reviews private development projects and proposed capital improvements projects and other physical projects involving property for consistency and conformity with the General Plan.<br>• Anticipates and acts on the need for new plans, policies, and Code changes.<br>Applies the approved plans, policies, code provisions, and other regulations to proposed land uses.<br><br>**Expansion and Improvement:** The MJLHMP may be adopted as part of the Safety Element by the City Counsel. As the Safety Element is updated, revised hazard analysis from the MHLHMP will be incorporated. Safety Element actions will be aligned with MJLHMP mitigation measures. | All | Requires update. City will coordinate with the Lindsay Unified School District to distribute safety brochures. | Planning |
| California Building Code Enforcement | The California Building Standards Code, Title 24 serves as the basis for the design and construction of buildings in California including housing, public buildings and maintenance facilities. Improved safety, sustainability, maintaining consistency, new technology and construction methods, and reliability are paramount to the | Earthquake, Fire, Floods, Severe winter storm/high winds | Updated 2023. New 2022 Code Cycle adopted; latest standards related to building safety & sustainability to mitigate against identified hazards. | Regulatory |

| Table D-8 Lindsay Planning and Regulatory Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| | development of building codes during each Triennial and Intervening Code Adoption Cycle.<br><br>California's building codes are published in their entirety every three (3) years. Amendments to California's building standards are subject to a lengthy and transparent public participation process throughout each code adoption cycle. The California Seismic Safety Commission provides access to an array of regulatory and advisory information at: http://www.seismic.ca.gov/cog.html | | | |
| Capital Improvement Program (CIP) | The City's CIP provides a foundation and planning tool to assist in the orderly acquisition of municipal facilities and to assure that service needs for the future are met. The CIP provides direct or contract civil, structural, and mechanical engineering services, including contract, project, and construction management.<br><br>**Expansion and Improvement:** The MJLHMP will be used to select potential projects for the CIP. As the CIP is updated, additional mitigation measures will be analyzed and included in the Lindsay section of the MJLHMP. Funding for CIP projects identified in the MJLHMP will be reviewed for mitigation grant program eligibility. | Dam Failure, Earthquake, Fire, Floods, Landslides, Levee failure, Severe winter storm/high winds | Yes, last updated 2023. CIP includes programmed funding for disaster recovery and infrastructure rehab project for handling stormwater flows that could occur due to severe storms, levee failure, flooding, or dam failure. | Planning |
| Tulare County Municipal Service Review (MSR) | MSRs are intended to provide a comprehensive analysis of service provision by each of the special districts and other service providers within the legislative authority of the (LAFCo) of a city. This analysis focuses on service providers within the City of Lindsay and makes determinations in each area of evaluation. The MSR considers and makes recommendations based on the following information:<br>• Present and planned land uses in the area.<br>• Present and probable need for services in the area.<br>• Present ability of each service provider to provide necessary services.<br>• The fiscal, management, and structural health of each service provider. | All | Last updated 2013. Will be updated with next comprehensive Sphere of Influence review or General Plan update, anticipated to occur in 2025. | Planning |

| Table D-8 Lindsay Planning and Regulatory Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| | • The existence of any social or economic communities of interest in the area. | | | |
| City Code of Ordinances | The purpose of this code is to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation, and safety to life and property from fire and other hazards attributed to the built environment; to regulate and control the demolition of all buildings and structures, and for related purposes.<br><br>**Expansion and Improvement:** The MJLHMP will provide both hazard descriptions and mitigation actions that may address energy conservation, fire protection and development in hazard prone areas. The maps of Lindsey related hazards will be used to augment other mapping products to protect public health and safety when updating City Code. | Earthquake, Fire, Flooding, | The City of Lindsay is currently updating the Zoning Ordinance, and updates are regularly made to the other sections of the City Code of Ordinances, including Title 3 addressing Fire Regulations and Title 4 addressing Building Regulations. | Regulatory |

With additional resources the City could accelerate updates to several planning and regulatory documents, such as the Safety Element of the General Plan, Capital Improvement Program, and Emergency Operations Plan. With additional resources the City could also begin the creation and implementation of other planning and regulatory documents, such as a Stormwater Quality Management Plan.

**Administrative and Technical:** These capabilities include community (including public and private) staff and their skills and tools used for mitigation planning and implementation. They include engineers, planners, emergency managers, GIS analysts, building inspectors, grant writers, and floodplain managers.

**Table D-9: Lindsay Administrative and Technical Capabilities**

| Name | Description (Effect on Hazard Mitigation) | Hazards Addressed | Last Updated | Capability Type |
|---|---|---|---|---|
| City Public Works Department | Maintains and operates a wide range of local equipment and facilities as well as provides assistance to members of the public. Services include providing sufficient potable water, reliable waste water services, street maintenance, storm drainage systems, street cleaning, street lights and traffic signals. | All | The City's Public Works Department continues to provide clean fresh water, reliable sewer services, street maintenance, storm drainage systems, street cleaning, street lights, and traffic signals | Technical |
| Procurement Department | Provides a full range of municipal financial services, administers several licensing measures, and functions as the plan participant's Procurement Services Manager. | All | The City's Finance Department oversees the City's financial services administration and management for internal finances as well as services provided by contractors through City procurement policy. | Technical |
| City Fire Department | The City of Lindsay currently has three full time firefighters that operate the single fire station in the City. The remaining fire rescue crew consists of volunteers. | Fire | The City's Fire Prevention/Inspection personnel regularly conduct inspections related to fire. They also inspect infrastructure for damage after fires. | Technical |
| Engineers, Inspectors, Code enforcement officers, and other technical staff within the Lindsay | Provide for building inspection and code certifications.<br><br>**Expansion and Improvement:** In order to improve on administrative and technical capabilities, the City needs to enhance data collection and extraction technology. The City of Lindsay Fire Department's goals are to utilize data collected through drones to optimize mitigation strategies. The City intends to hire or train professionals to utilize GIS mapping systems. | Fire, Earthquake | The City's Building Division and Fire Prevention/Inspection personnel regularly conduct inspections related to fire, life safety, and structural stability. They also inspect, along with the City's Engineering Division, buildings and infrastructure for | Technical |

| Table D-9: Lindsay Administrative and Technical Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| Fire Department Building Inspections and Planning Division | | | damage after earthquakes or fires | |
| Emergency Manager | Maintains and updates the Emergency Operations Plan for the local jurisdiction. In addition, coordinates local response and relief activities within the Emergency Operation Center, and works closely with County, state, and federal partners to support planning and training and to provide information and coordinate assistance.<br><br>**Expand and Improve**<br>The City's Emergency Manager will lead the preparations and updates for the Emergency Operations Plan and preparations for the City's Emergency Operations Center. | All | The City's Fire Division serve as the emergency management and lead for the City's Emergency Operation Plan & Center. The Fire division work closely with the County, state, and federal partners, and is actively working with these partners on training City members of the EOC, as well as preparing for the EOP update. | Technical |

Additional resources could assist in finishing to equip and staff the City of Lindsay's Emergency Operations Center and aid in supporting the update to the City's Emergency Operations Plan.

**Fiscal:** These capabilities include general funds, property sales, bonds, development impact fees, or other fees.

| Table D-10: Lindsay Fiscal Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| General Fund | Program operations and specific projects.<br><br>**Expansion and Improvement:** The City of Lindsay plans to update its Community Risk and Vulnerability Assessment. Based on the results of this assessment, the City will evaluate the feasibility of applying for a FEMA Hazard Mitigation Assistance grant for drought mitigations. | Drought | The City's Finance Department manages the allocation of General Fund resources, including those used to fund hazard mitigation and disaster response operations and projects. | Financial |

| Table D-10: Lindsay Fiscal Capabilities | | | | |
|---|---|---|---|---|
| **Name** | **Description (Effect on Hazard Mitigation)** | **Hazards Addressed** | **Last Updated** | **Capability Type** |
| | Additionally, the City charges an 8% fee for the general fund with every building permit issued. | | | |
| Lease Revenue Bonds Funding | Lease revenue bonds are used to finance capital projects that (1) have an identified budgetary stream for repayment (e.g., specified fees, tax receipts, etc.); (2) generate project revenue but rely on a broader pledge of general fund revenues to reduce borrowing costs; or (3) finance the acquisition and installation of equipment for the local jurisdiction's general governmental purposes.<br><br>**Expand and Improve**<br>Lease Revenue bonds are a fiscal tool that will also be accounted for in terms of emergency response and preparedness planning, albeit with appropriate controls on allowable use. | All | The City's Finance Department monitors and regularly reports on Lease Revenue Bonds. | Financial |
| Public-Private Partnerships for Economic and Redevelopment | Includes the use of local professionals, business owners, residents, and civic groups and trade associations, generally for the study of issues and the development of guidance and recommendations.<br><br>**Expand and Improve**<br>The City will encourage public-private partnerships, some of which can become agreements to include in emergency response planning. | All | The City regularly explores opportunities for public-private partnerships. One recent example is partnering with the Chamber of Commerce on a Business Incubator to help local businesses recover from the effects of the Covid-19 pandemic. | Financial |

With additional resources that may become available, there could be an opportunity to create a dedicated account fund for emergency response and mitigation, or at least provide more flexibility from a fiscal perspective, but providing additional resources available to the city for emergency planning, response, and mitigation.

**Education and Outreach:** The capabilities include programs in place such as fire safety programs, hazard awareness campaigns, public information or communications offices.

**Table D-11 Lindsay Education and Outreach Capabilities**

| Name | Description (Effect on Hazard Mitigation) | Hazards Addressed | Last Updated | Capability Type (Regulatory, Administrative, Technical, or Financial) If known |
|---|---|---|---|---|
| Tulare County Association of Governments (TCAG) | TCAG is committed to improving the quality of life for residents and visitors throughout the County. They address traffic congestion, coordinate regional transit programs to make getting around easy and convenient, work to improve air quality and strive to continue to meet national standards. TCAG addresses current and future rail needs and possibilities and gathers data which is used by the census and the public to properly forecast housing and transit needs.<br><br>**Expand and Improve**<br>The City of Lindsay will collaborate with TCAG on building hazard resiliency, readiness, and response. | All | The City regularly partners with TCAG on transportation and infrastructure projects, including those to increase local and regional resiliency against hazards. | Education and Outreach |
| Lindsay Website http://www.lindsay.ca.us/ and other social media | Provides easily accessible conduit to information about planning and zoning, permits and applications and programs that address hazard mitigation such as clean energy efforts.<br><br>**Expansion and Improvement:** The updated MJLHMP will be posted to City media sites. As the planned is reviewed annually and new updates made, information on the planning process will be included on web sites and announced on social media. | All | The City will utilize the City website and social media channels to make information available to the public related to hazard mitigation plans and programs, including the MJLHMP. | Education and Outreach |

With additional resources, the City of Lindsay would be able to fund an extensive education and outreach campaign locally and regionally in collaboration with TCAG that can focus on hazard readiness, resiliency, and response.

## D. 5 Mitigation Strategy

The planning team for the City of Lindsay identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included.

**Progress on Previous Mitigation Actions**

Lindsay's 2018 mitigation strategy contained three (3) separate mitigation actions. Due to Covid-19 none of these actions have been completed. **Tables D-12 and D-13** show the specific actions and applicable hazards in the City. Lindsay will work diligently towards meeting the 2023 plan goals.

**Mitigation Action Plan**

Mitigation actions are specific activities or projects that serve to meet the goals that the community has identified. Mitigation actions and projects are more specific than goals or objectives, and often include a mechanism, such as an assigned timeframe, to measure the success and ensure the actions are accomplished. The planning team conducted a review of the mitigation actions and strategies from the 2018 HMP. With information from the risk analysis, capability assessment, and status of the actions implemented since the 2018 HMP, the planning team integrated outstanding action items with other County planning efforts to develop new mitigation actions and projects to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure. Current mitigation projects identified by the County are included in **Table D-12.** A complete list of mitigation actions for all jurisdictions is included in individual jurisdiction annexes.

The timeframe indicated in the table is defined as follows:

- **Short Term** = to be completed in 1 to 5 years
- **Long term** = to be completed in greater than 5 years
- **Ongoing** – currently being funded and implemented under existing programs.

**Prioritization**

To assist with implementing the Mitigation Action Plan, the planning team used the following ranking process to provide a method to prioritize the projects for the Mitigation Action Plan. Designations of High, Medium, and Low priorities have been assigned to each action item using the following criteria:

- **High Priority** – An action that meets multiple objectives, has benefits that exceed costs, and has a secured source of funding. Action can be completed in the short term (1 to 5 years).
- **Medium Priority** – An action that meets multiple objectives, has benefits that exceed costs, and is eligible for funding through no funding has yet been secured for it. Action can be completed in the short term (1 to 5 years), once funding is secured. Medium-priority actions become high-priority actions once funding is secured.
- **Low Priority –** An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secure source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10years). Low-priority actions may be eligible for grant funding from programs that have not yet been identified.

Mitigation actions were assigned designations of High, Medium, or Low based on qualitative consideration of the following factors:

- Area of benefit – Citywide or localized
- Immediate impact

**Benefit and Cost**

The action plan must be prioritized according to a benefit/cost analysis of the proposed action (44 CFR, Section 201.6(c)(3)(iii)), For this hazard mitigation plan, a qualitative benefit-cost review was performed for each action by assigning ratings for benefit and cost as follows:

- **High** – Benefits are perceived to exceed costs without further study or evaluation.
- **Medium** – Benefits are perceived to exceed costs but may require further study or evaluation prior to implementation.
- **Low** – Benefits and cost evaluations require additional evaluation prior to implementation.

Funding projects that will help to mitigate imminent hazards are cost-effective and assist in efforts to help communities recover from disasters. Most of the projects are already funded through general fund, application fees or state/federal funds. The majority of the projects are ongoing to ensure mitigation measures are implemented within the City of Lindsay.

Benefit-cost was considered in greater detail in the development of the Mitigation Action Plan. For example, parameters were established for assigning the subjective rating (High, medium, low) to the benefits and costs of each mitigation action. Specifically, each action developed for this plan contains a description of the problem and proposed project, the entity with primary responsibility for implementation, any other alternatives considered, a cost estimate, expected project benefits, potential funding sources, and a schedule for implementation. Development of these project detail for each action led to the determination of an overall high, medium, or low priority for each action.

Recognizing the limitations in prioritizing actions from multiple departments and the regulatory requirement to prioritize by benefit-cost to ensure cost-effectiveness, the Staff decided to pursue mitigation action strategy development and implementation according to the nature and extent of damages, the level of protection and benefits each action provides, political support, project cost, available funding, and jurisdiction and department priority. This process guided the development of a prioritized action plan for the City of Lindsay.

Cost-effectiveness will be considered in greater detail through a formal benefit-cost analysis when seeking FEMA mitigation grant eligibility and funding (e.g. HMPG, BRIC grant programs) for eligible actions associated with this plan. It is also important for Lindsay to protect critical facilities and infrastructure; this is currently implemented by the Lindsay's Capital Projects Team through the CIP. Areas of repetitive loss are high priorities for mitigation funding as they can drain Lindsay's coffers.

**Status and Implementation**

**Tables D-12 and D-13** also provide status/implementation notes that describe progress made on the actions so far, using the following categories, and, where applicable, notes if there were changes in the priority level from the previous plan:

- In-Progress: work has begun on the project and is ongoing.
- Not Yet Started: little or no work has been done on the project to date and Lindsay agreed to carry over the action from the 2018 Annex into the updated 2023 Annex.
- New in 2023: The action is new to this plan update; little to no work has been completed.
  *Due to Covid-19 the Mitigation Actions have "Not Yet Started"

The Lindsay mitigation strategies from the 2018 MJLHMP are still relevant to this update. **Table D-12** contains an updated set of potential mitigation strategies for the new Plan. Mitigation actions were derived from numerous sources including the Capital Improvement Plan and input from the public and stakeholders.

**Table D-12: Lindsay-Specific Mitigation Actions, 2018 MJLHMP**

| No. | Selected (Y/N) | Description | Prioritization Criteria | Applicable Hazards | Facility to be Mitigated (if known) | Department or Agency | 2023 Status |
|---|---|---|---|---|---|---|---|
| 3 | Y | Seismically retrofit or replace public works and/or emergency response facilities that are necessary during and/or immediately after a disaster or emergency. | A,D,E | Earthquakes | Public Safety Building | Police/Fire | Ongoing |
| 15 | Y | Develop a free annual tree chipping and tree pick-up day that encourages residents living in wind hazard areas to manage trees and shrubs at risk at risk to falling on nearby structures. | A,C,E | High winds | Not Applicable | Public Works | Ongoing |
| 16 | Y | Bolt down the roofs of critical facilities in wind gust hazard areas in order to prevent wind damage. | A,C,E | High winds | Unknown | Public Works | Ongoing |

**Table D-13** provides the mitigation 2023 MJLHMP actions for the city. New priorities for mitigation actions are listed in the table. Designations of High, Medium, and Low priorities have been assigned to each action item using the following criteria:

| Table D-13 Lindsay 2023 Mitigation Actions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Action Number** | **Mitigation Strategy** | **Department** | **Applicable Hazards** | **Priority** | **Timeline** | **Benefit** | **Funding Source** | **2023 Status** |
| 1 | Seismically retrofit or replace public works and/or emergency response facilities that are necessary during and/or immediately after a disaster or emergency. | Police/Fire | Earthquake | Medium | 5 or more years | Medium | General Fund | Ongoing – Mitigation Action 1 in 2018 MJLHMP |
| 2 | Develop a free annual tree chipping and tree pick-up day that encourages residents living in wind hazard areas to manage trees and shrubs at risk to falling on nearby structures. | Public Works | High winds | Medium | 5 or more years | Medium | General Fund | Ongoing – Mitigation Action 2 in 2018 MJLHMP |
| 3 | Bolt down the roofs of critical facilities in wind gust hazard areas in order to prevent wind damage. | Public Works | High winds | Medium | 2-5 years | Low | General Fund | Ongoing – Mitigation Action 3 in 2018 MJLHMP |
| 4 | Clean sewers frequently and before heavy rain season approaches. Coordinate with Tulare County for county islands or areas beyond city limits, still within the City's sphere of influence. | Public Works | Flood | High | 2024 | High | Sewer Fund | Ongoing – Mitigation action 1 in 2023 MJLHMP |
| 5 | Increasing tree plantings around buildings to shade | Public Works | Extreme Heat | Medium | 5 or more years | Medium | General Fund | Ongoing |

| Table D-13 Lindsay 2023 Mitigation Actions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Action Number** | **Mitigation Strategy** | **Department** | **Applicable Hazards** | **Priority** | **Timeline** | **Benefit** | **Funding Source** | **2023 Status** |
| | parking lots and along public rights-of-way. | | | | | | | |
| 6 | Encouraging installation of green roofs, which provide shade and remove heat from the roof surface and surrounding air. | Planning and Public Works | Extreme Heat, Climate Change | Medium | 7 or more years | High | General Fund | Ongoing |
| 7 | Using cool roofing products that reflect sunlight and heat away from a building. | Public Works | Extreme Heat | Medium | 7 or more years | Medium | General Fund | Ongoing |
| 8 | Educating citizens regarding the dangers of extreme heat and the steps they can take to protect themselves when extreme temperatures occur. | Planning and Public Works | Extreme Heat | High | Continuous | High | General Fund | Ongoing |
| 9 | Organizing outreach to vulnerable populations, including establishing and promoting accessible cooling centers in the community. | Public Works and Public Safety | Extreme Heat | High | Continuous | High | General Fund | Ongoing |
| 10 | Developing new or upgrading existing water delivery systems to eliminate breaks and leaks. | Public Works | Drought | High | 7 or more years | Medium | 552 Water Fund | Short Term |

## D.6 Implementation and Maintenance

Moving forward, the City of Lindsay will use the mitigation action table in the previous section to track the progress on the implementation of each project. Implementation of the plan overall is discussed in Chapter 7 in the Base Plan.

**Incorporation of the Previous Plan**

The 2018 MJLHMP had not been incorporated in other city plans due to the LHMP 2018 update approval occurring at the beginning of the COVID-19 pandemic causing delays in implementation efforts. Also due to the fact that from 2018 to 2023 most planning efforts and mechanism had not been updated nor new plans created.

**Incorporation into Existing Planning Mechanisms**

The information contained within this plan, including results from the Vulnerability Assessment, and the Mitigation "Strategy will be used by the City to help inform updates and the development of local plans, programs, and policies. The City's Public Works Department may use the hazard information when implementing street and solid waste division projects. The Utilities Department may utilize the hazard information when implementing water, wastewater reclamation, and environmental projects that are part of the City's Capital Improvement Program.

Similarly, the City's Planning and economic development Department, including the Building Safety, Community Division, Economic Development, Land Development and Engineering, Planning Division, and Transportation Engineering and Design Division may utilize the hazard information when completing the comprehensive update to the City.

When completing the comprehensive update to the City Area General Plan. The natural hazard information can directly inform the City's vulnerability Assessment underway that looks

The City will also incorporate this MJ-LHMP into the Safety Element of their General Plan, as recommended by AB 2140 and as part of the current and comprehensive Urban Area General Plan Update.

As noted in Section 6 of the Base Plan, the City will report on efforts to integrate the hazard mitigation plan into local plans, programs and policies and will report on these efforts at the annual MJ LHMP Stakeholders plan review meeting.

## D.7 Monitoring, Evaluation and Updating the Plan

The City will follow the procedures to monitor, review, and update this plan in accordance with Tulare County as outlined in Chapter 7 of the Base Plan. The city will continue to involve the public in mitigation, as described in Chapter 5.4 of the Base Plan. The Police Chief, Director of Community Services, and Fire Chief will be responsible for representing the city in the County MJ-LHMP, and for coordination with City staff and departments during plan updates. The City realizes it is important to review the plan regularly and update it every five years in accordance with the Disaster Mitigation Act Requirements as well as other State of California requirements.

Moving forward, the City of Lindsay will use the mitigation action table in the previous section to track the progress on the implementation of each project. Implementation of the plan overall is discussed in Section 7 in the Base Plan.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**NUMBER** 24-33

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY TO ADOPT THE 2024 TULARE COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AND CITY OF LINDSAY ANNEX D AS APPROVED BY TULARE COUNTY OFFIVE OF EMERGENCY SERVICES AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 10, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay recognizes the threat that natural hazards pose to people within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S Congress passes the Disaster Mitigation Act of 2000 (Disaster Mitigation Act) emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**WHEREAS**, the City of Lindsay fully participated in the FEMA-prescribed mitigation planning process to prepare this Local Hazard Mitigation Plan and City of Lindsay Annex D; and

**WHEREAS**, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan and approve it contingent upon this official adoption of the participating governing body, and;

**WHEREAS**, the City of Lindsay desires to comply with the requirements of the disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan and City of Lindsay Annex D; and

**WHEREAS**, adoption by the governing body for the City of Lindsay demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in the Local Hazard Mitigation Plan and City of Lindsay Annex D; and

**WHEREAS**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Lindsay adopts the Tulare County Local Hazard Mitigation Plan and City of Lindsay Annex D as an official plan; and

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**BE IT RESOLVED** that the City of Lindsay adopts the Tulare County Local Hazard Mitigation Plan and City of Lindsay Annex D by reference into the Safety Element of their General Plan in accordance with the requirements of AB 2140; and

**BE IT FURTHER RESOLVED** the City of Lindsay will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of AB 2140.

**IN WITNESS THEREOF**, The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:

| | |
|---|---|
| MEETING DATE | September 10, 2024 |
| MOTION | |
| SECOND MOTION | |
| AYES | |
| ABSENT | |
| ABSTAIN | |
| NAYS | |

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

_____

Ramiro Serna, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____

Maegan Peton, City Clerk

# STAFF REPORT

**TO:** Lindsay City Council
**MEETING DATE:** September 10, 2024

**Item #: 13.1**
**Public Hearing**

**DEPARTMENT:** City Services

**FROM:** Kira Stowell, Contract City Planner

**AGENDA TITLE:** Zone Change No. 24-01, Tentative Parcel Map No. 24-01, and Planned Unit Development No. 2024-01

## ACTION & RECOMMENDATION

Approve Resolution No. 24-34, a Resolution of the City Council of the City of Lindsay, to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for Zone Change No. 24-01, Tentative Parcel Map 24-01 "Hidden Oaks", and Planned Unit Development No. 24-01, and approve Zone Change No. 24-01 (ZC 24-01), Tentative Parcel Map No. 24-01 (TPM 24-01), and Planned Unit Development No. 24-01 (PUD 24-01); and introduce (first reading) Ordinance No. 614, an Ordinance of the City of Lindsay approving Zone Change No. 24-01.

## BACKGROUND | ANALYSIS

Quest Equity LLC filed the application on behalf of Daley Enterprises for the development of a 50-lot single family residential subdivision. The proposal includes a Zone Change to change the zone from R-1-7 to R-1-5, a Tentative Subdivision Map "Hidden Oaks" to divide 9.10 acres into 50 single-family lots, and Planned Unit Development (PUD) to allow for a minimum lot size of 5,000 square feet. The 9.10-acre project site is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055).

The proposed project ZC 24-01, TPM 24-01, and PUD 24-01 would result in on-site infrastructure improvements, including the construction of interior access roads with two ingress/egress access points along Oak Avenue and two stub streets with temporary turnaround areas, new lighting and landscaping in accordance with City standards, and connection to existing City utilities, including water, wastewater and stormwater systems.

*Change of Zone:* Since the General Plan relies on the land use diagram (map) and basic allocations of land areas between various existing and future land uses as a resource in determining land use amendments, the proposed amendment would not be in conflict with the policies, objectives, and standards of the General Plan.

Zoning Ordinance Section 18.22.050 A. provides criteria for review of zone changes:

*"At the public hearing, the City Council shall review the application or the proposal and may receive pertinent evidence and testimony as to why and how the proposed change is necessary to achieve the objectives of the Zoning Ordinance prescribed in Section 18.01.020, and how or why the proposed change is consistent with the General Plan and the stated purposes and application intended for the zone classification proposed."*

The current Land Use Designation of Low Density Residential is consistent with the R-1-7 and R-1-5 zoning designations. The proposed Zone Change will allow for smaller lots and a higher density development than what is currently planned for by allowing a minimum lot size of 5,000 square feet rather than 7,000 square feet. Approval of the Zone Change and PUD will allow for development of the site, consistent with the goals and policies of the General Plan.

*Planned Unit Development:* Pursuant to Section 18.07.010 C. of the Lindsay Municipal Code, "development within the R-I-5 district shall occur only in accordance with the planned unit development regulations of this title." The proposed PUD is required in addition to the Zone Change request to allow for a minimum lot size of 5,000 square feet rather than 7,000 square feet.

Based on the findings and subject to the conditions of approval within this report, staff recommends that Council approve Resolution 24-34 and Ordinance 614.

**ENVIRONMENTAL REVIEW**

As Lead Agency under the California Environmental Quality Act (CEQA), the City staff reviewed the project to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, "significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An Initial Study was prepared and found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project in the form of mitigations have been made by or agreed to by the project proponent. A Mitigated Negative Declaration (MND) for the proposed subdivision and accompanying entitlements was prepared and is attached. The 30-day public review period began on August 10th and ended on September 9th, 2024.

<u>FINDINGS</u>

Amendments to the Zoning Map may be approved by the Council if the proposed amendment is necessary to achieve the objectives of the Zoning Code described in Chapter 18.01 and if the amendment would be consistent with the goals and policies of the General Plan and the purposes and application intended for the zoning district classification proposed.

1. The project has been reviewed for compliance with the Municipal Code and the Subdivision Map Act and was found to be in compliance with the incorporation of the recommended Conditions of Approval.
2. The amendment is consistent with the goals and policies of the General Plan and the purposes and applications intended for the zoning district classification proposed.

Pursuant to Section 18.19.070 of the Lindsay Municipal Code, a PUD may be approved if the proposed map meets the findings of the Municipal Code and the Conditions of Approval. Staff has determined the project meets the findings of the Municipal Code and included Conditions of Approval.

1. *The proposed location of the PUD is in accordance with the objectives of the Zoning Code.*
   The Zoning Code allows for a PUD to be located in any zone district other than R-1-7X. No part of this project is located in the R-1-7X zone.
2. *The proposed location of the PUD and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, and welfare or materially injurious to properties or improvements in the vicinity.*
   Staff has determined, with the analysis included in the Mitigated Negative Declaration for this project, that the PUD and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, and welfare or materially injurious to properties or improvements in the vicinity.
3. *The proposed PUD will comply with each of the applicable provisions of this section.*
   The project has been found by staff to be in compliance with the Lindsay Municipal Code, including Section 18.19.070.

4. *The standards of population density, site area and dimensions, site coverage, yard spaces, the height of structures, the distance between structures, off-street parking and off-street loading facilities, landscaped areas, and street design will produce an environment of stable and desirable character consistent with the objectives of the Zoning Code and will not generate more traffic than the streets in the vicinity can carry without congestion and will not overload utilities.*
   Staff has determined, with the analysis included in the Mitigated Negative Declaration for this project, that the standards of population density, site area and dimensions, site coverage, yard spaces, the height of structures, the distance between structures, off-street parking and off-street loading facilities, landscaped areas, and street design will produce an environment of stable and desirable character consistent with the objectives of the Zoning Code, and will not generate more traffic than the streets in the vicinity can carry without congestion and will not overload utilities.
5. *That the combination of different dwelling types and/or a variety of land uses in the development will complement each other and will harmonize with existing and proposed land uses in the vicinity.*
   Staff has determined the combination of dwelling types will complement each other and will harmonize with existing and proposed land uses in the vicinity.
6. *That the proposed PUD will satisfactorily mitigate potential environmental impacts in accordance with the provisions of Section 18.18.070 of this title.*
   Staff has determined, with the analysis included in the Mitigated Negative Declaration for this project, the proposed PUD will satisfactorily mitigate potential environmental impacts in accordance with the provisions of Section 18.18.070 of this title.

CONDITIONS OF APPROVAL

Staff recommends that the City Council approve ZC 24-01, TPM 24-01, and PUD 24-01 based on the findings and subject to the conditions of approval, which are included in the attached resolution.

PUBLIC OUTREACH

A public hearing notice was posted in the Porterville Recorder. The notice was mailed out to all property owners within 300 feet of the project site.

**FISCAL IMPACT**

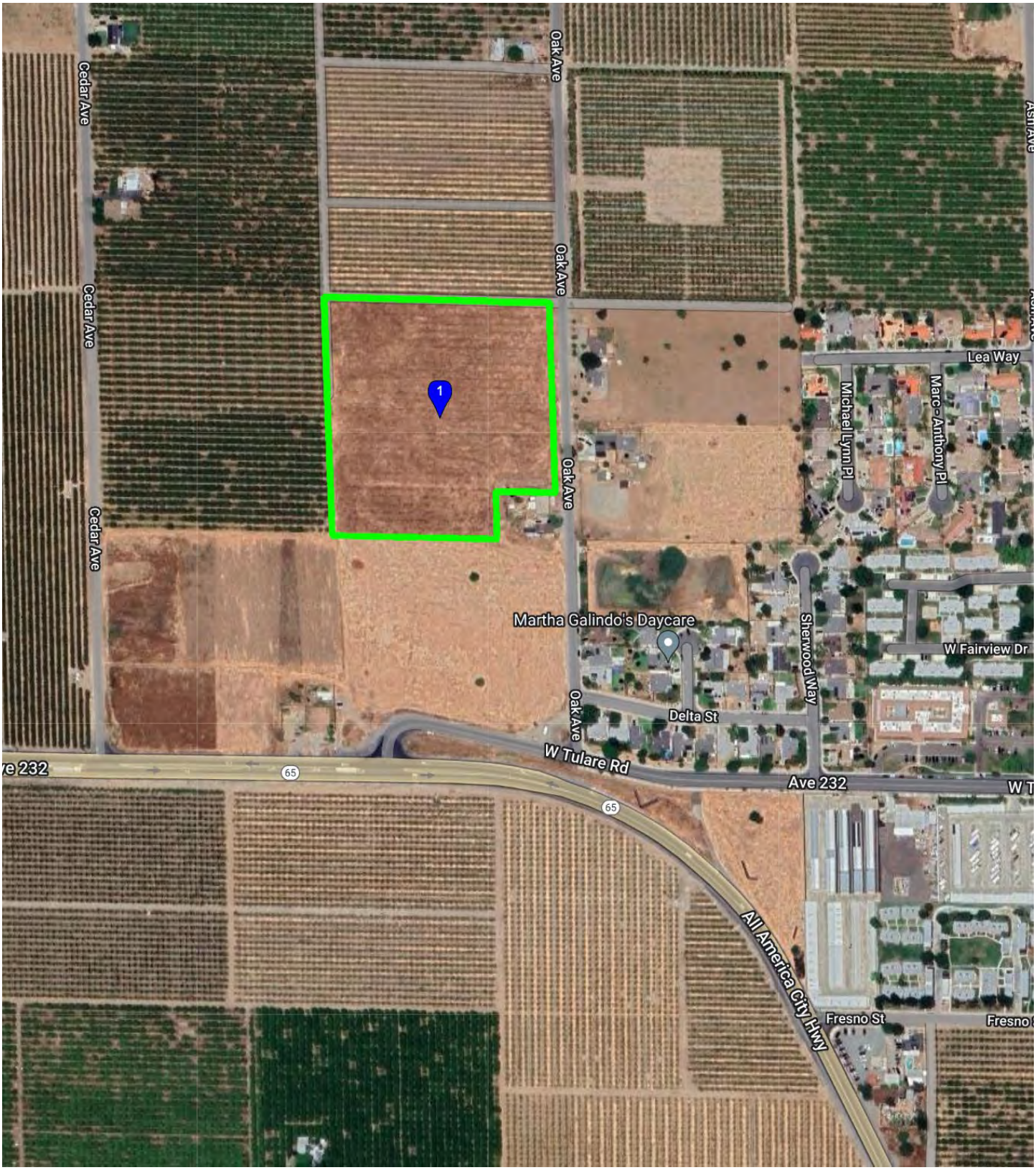
There is no fiscal impact associated with this action.

**ATTACHMENTS**

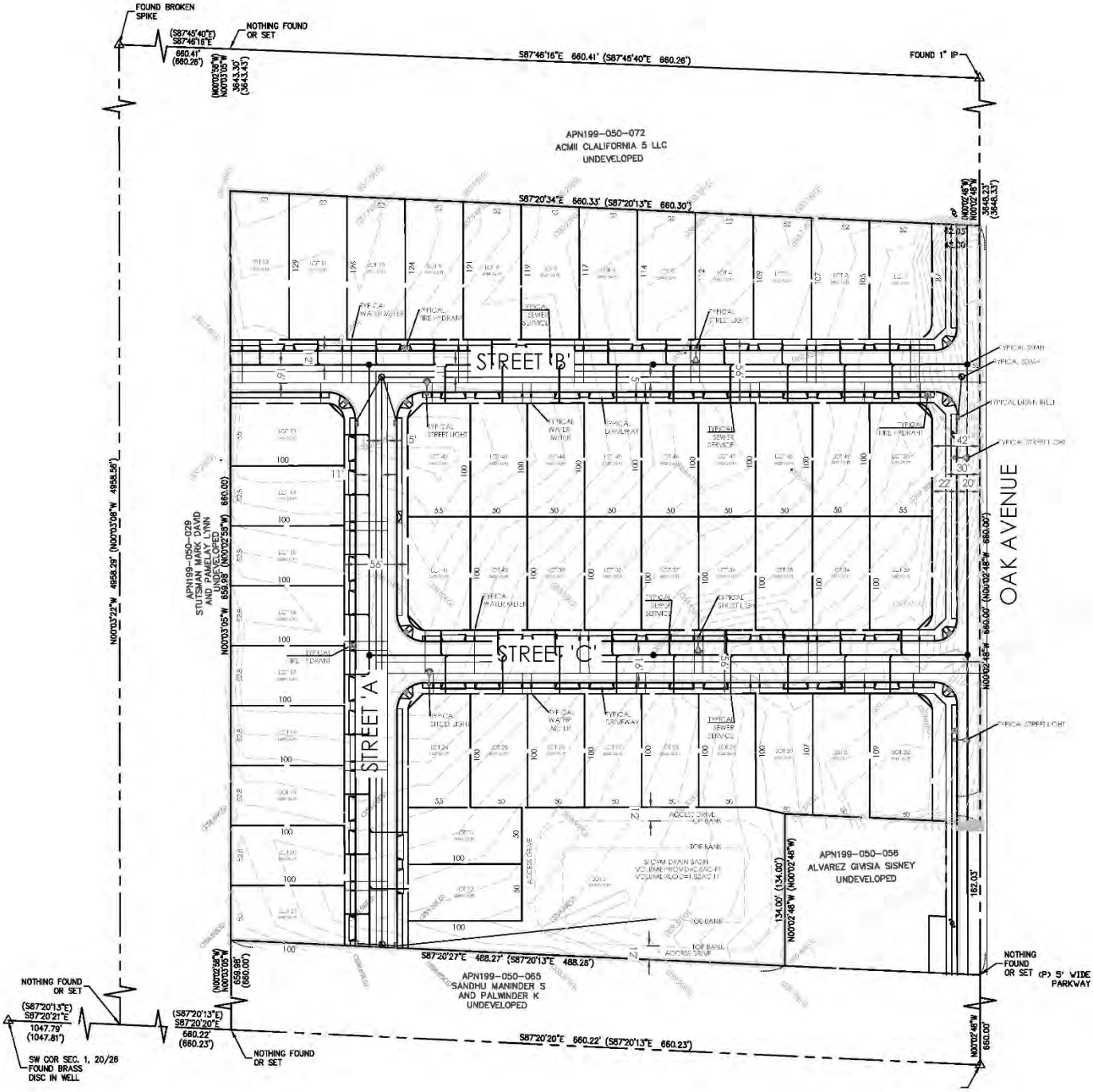
1. Location Map
2. Tentative Subdivision Map 24-01
3. Initial Study/Mitigated Negative Declaration
4. Resolution 24-34
5. Ordinance 614

Reviewed/Approved: _____

## Location Map



# Tentative Subdivision Map



# EXHIBIT A

SITE PLAN REVIEW COMMENTS

| | |
|---|---|
| DATE: | June 18, 2024 |
| SITE PLAN NO: | Hidden Oaks TSM (TSM 24-001) |
| PROJECT TITLE: | Hidden Oaks Tentative Subdivision Map |
| DESCRIPTION: | Tentative Subdivision Map for former Lindsay Oaks site |
| APPLICANT: | Quest Equity LLC |
| PROPERTY OWNER: | Daley Enterprises |
| LOCATION: | West side of Oak Avenue north of City SD basin |
| APN(S): | 199-050-055 |

## ENGINEERING – Subdivisions/Parcel Maps

**Recommended action:**

☒ Acceptable as submitted. See applicable comments below for permit application.

☐ Revise per comments below. Resubmittal not required. See applicable comments below for permit application.

☐ Resubmit with additional information. See comments below.

☐ Redesign required. See comments below.

==========

**The following items are required to be shown on the Tentative Subdivision Map/Parcel Map or provided with the Tentative Subdivision Map/Parcel Map application:**

☒ Tentative Subdivision Maps and Parcel Maps shall comply with Title 17 of the City of Lindsay Municipal Code. Tentative maps shall be prepared in accordance with Section 17.6-Tentative Maps, Section 17.24-Parcel Map Subdivision, Section 17.44-Vesting Tentative Maps, and Section 17.28-Development Standards.

☒ Tentative maps shall be prepared by a licensed land surveyor or registered civil engineer qualified to practice land survey. ☐ Provide property/boundary information: _____

☐ Show all adjacent existing and proposed streets including proposed new street improvements, including curb, gutter, drive approaches, sidewalk, transit/bus stops, etc.: ☐ Show sidewalk: _____ ft. wide, with _____ ft. wide parkway on _____ _____; ☐ _____

☒ All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications.

☐ Show existing on-site structures and improvements on the site, such as buildings, wells, septic tanks, fences, driveways, etc., and note if they are to remain, removed, relocated, or demolished. ☐ Show existing structures and improvements adjacent to the site.

☐ Show all proposed public improvements including street improvements, water, sanitary sewer, storm drain and landscape improvements per City Standards including lot grading and cluster mailbox locations.

☒ Show proposed service connections to City water, sanitary sewer and storm drain facilities.
- ☒ Water: Connect to existing 10" water in Oak Ave approx. 150' south of Logan St
- ☒ Sanitary Sewer: Connect to existing SSMH in Oak Ave approx. 750' south of Logan St
- ☐ Storm Drain:

☒ Show proposed fire hydrants locations per Fire Department requirements, and streetlights per City Standards.

☐ Show any temporary fire and emergency access. ☐ Provide all-weather fire and emergency access road.

☒ Show proposed disposal of storm runoff: ☒ On-site basin required per City Standards – ***Design basin for storage of 5.5" storm event; Provide "breakover" for basin/streets in the event of larger storm events (Maximum water elevation before breakover to be 6" above TC)*** ☒ Surface drain lots to street – ***provide 1' from top of curb on lot frontage to building pad,*** ☐ Connection to storm drain trunkline available - _____" in _____.

☐ Caltrans comments required prior to approval of the tentative map.

☐ Written comments required from ditch company.

☒ Additional comments:

1. See comment below for processing the Final Subdivision Map and Improvement Plans

2. The City is currently performing additional evaluation/analysis of the City's water system and supply to determine ability to issue "Will Serve" letter for water service. The "Will Serve" letter is subject to the outcome of the evaluation and/or any required system improvements.
3. See Tentative Subdivision Map markup for any additional comments and/or clean-up items (City Surveyor & City Engineer comments).
4. Provide 1' reserve strip at the end of the stub streets.
5. Lots 12 and 22 with the temporary turnarounds are assumed to remain undeveloped until the stub streets are extended and the turnarounds can be removed.

**The following are required with the Final Map application:**

☒ Submit on-site grading, and on-site and off-site improvement plans detailing all proposed work. On-site and off-site improvement plans, and grading plans shall be prepared and signed by registered civil engineer.

☒ Final subdivision map shall be prepared by a licensed land surveyor or qualified civil engineer allowed to practice land survey.

☒ Bonds, certificate of insurance, cash payment of fees/inspection, and approved map and plan required prior to approval of Final Map.

☒ The Final Map and Improvements shall conform to the Subdivision Map Act, the City of Lindsay's Subdivision Ordinance and Standard Improvements including City of Lindsay Municipal Code, Section 17.20-Final Map, Section 17.24-Parcel Map Subdivision, Section 17.28 Development Standards, and Section 17.32-Public Improvements.

☒ A preconstruction conference is required prior to the start of any construction.

☒ City encroachment permit required which shall include an approved traffic control plan.

☐ Caltrans encroachment permit required.

☐ Comply with all Caltrans comments and conditions for the tentative map.

☐ Comply with written comments from ditch company.

☒ All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications.

☒ Dedicate 22 ft. additional right-of-way along Oak Avenue (42' from CL). Right-of-way dedication required by grant deed. A title report is required for verification of ownership ☒ by map ☐ by deed.

☒ Install street striping as required by the City Engineer.

☒ Install sidewalk: 8' and 5' ft. wide, with 0 ft. wide parkway on Oak Ave. and proposed local streets, respectively

☒ Show locations of all drive approaches and construct to City Standards. All lots to have separate drive approaches.

☒ Cluster mailbox supports required (1 for 2 residential units) or use postal unit.

☒ Show all proposed public improvements including street improvements, water, sanitary sewer, storm drain and landscape improvements per City Standards including lot grading and cluster mailbox locations.

☒ Show proposed service connections to City water, sanitary sewer and storm drain facilities.

- ☒ Water: Connect to existing 10" water in Oak Ave approx. 150' south of Logan St
- ☒ Sanitary Sewer: Connect to existing SSMH in Oak Ave approx. 750' south of Logan St
- ☒ Storm Drain:

| | |
|---|---|
| DATE: | June 18, 2024 |
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| PROPERTY OWNER: | Daley Enterprises |
| LOCATION: | West side of Oak Avenue north of City SD basin |
| APN(S): | 199-050-055 |

☒ Landscape and irrigation improvement plans to be submitted for the entire project. Landscape plans will need to comply with the City of Lindsay's street tree ordinance and the State MWELO requirements. ☒ Landscape plans shall be prepared by a licensed landscape architect.

☒ Community Facilities Maintenance District (CFMD) required prior to approval of Final Map. CFMD will maintain common area landscaping, streetlights, street trees and local streets as applicable. Submit completed CFMD application and filing fee a minimum of 75 days before approval of Final Map.

☒ Dedicate landscape lots to the City that are to be maintained by the CFMD.

☒ Potable water and fire protection water master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The water system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The water system will need to be sized to serve any future developments that are anticipated to connect to the system.

☒ Sanitary Sewer master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The sewer system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The sewer system will need to be sized to serve any future developments that are anticipated to connect to the system.

☒ Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades.
☒ Prepared by a registered civil engineer.
☒ All elevations shall be based on the City's benchmark network.
Storm run-off from the project shall be handled as follows:

☐ Directed to the City's existing storm drainage system; _____

☒ Directed to a permanent on-site basin per City Standards – ***Design for storage of a 5.5" rainfall event; Provide a minimum of 1' from top of curb on lot frontage to building pad elevation; Provide "breakover" for basin/streets in the event of larger storm events (Maximum water elevation before breakover to be 6" above TC)***

☐ Directed to a temporary on-site basin which is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin shall be constructed in accordance with City Standards.

☐ Protect Oak trees during construction.

☒ Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.

☒ Relocate existing utility poles and/or facilities.

☐ Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.

☒ Geotechnical /Soils Report is required. _____

☒ Provide R-value tests; 2 at Oak Ave. and at 500' spacing along local streets.

☒ Traffic indexes per City standards: Oak Ave = 8.0 min.; local streets = 5.5 min.

☐ Subject to existing reimbursement agreement to reimburse prior developer.

☒ Abandon existing wells per Code; a building permit is required.

☒ Remove existing irrigation lines and dispose off-site.

☒ Remove existing leach fields and septic tanks.

SITE PLAN REVIEW COMMENTS

| | |
|---|---|
| DATE: | June 18, 2024 |
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| APN(S): | 199-050-055 |

☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lindsay.

☒ The project it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lindsay.

☒ If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Lindsay.

Additional comments:

1. Check streetlight (180' min – 240' max.), locate streetlights at curb returns at intersections along Oak Ave and at typical local street locations; and fire hydrant spacing (<500' street frontage between FHs)
2. Construct 24' street section for Oak Ave across frontage
3. Construct 6' high min. wood fence along PL adjacent to Not A Part property
4. The City is currently performing additional evaluation/analysis of the City's water system and supply to determine ability to issue "Will Serve" letter for water service. The "Will Serve" letter is subject to the outcome of the evaluation and/or any required system improvements.
5. See Tentative Subdivision Map markup for additional comments and/or clean-up items (City Surveyor & City Engineer comments).
6. Provide 1' reserve strip at the end of the stub streets.
7. Construct temporary turnaround at the end of the stub streets with barricade per City Standards and City Engineer approval. Use min. 2" AC over 4" CL2 AB for turnaround pavement.
8. Lots 12 and 22 with the temporary turnarounds are assumed to remain undeveloped until the stub streets are extended and the turnarounds can be removed.
9. Provide typical finish lot grading detail for 50 wd. lots that meets Building Code with the subdivision improvement plans.

Authorized signature

6/18/24

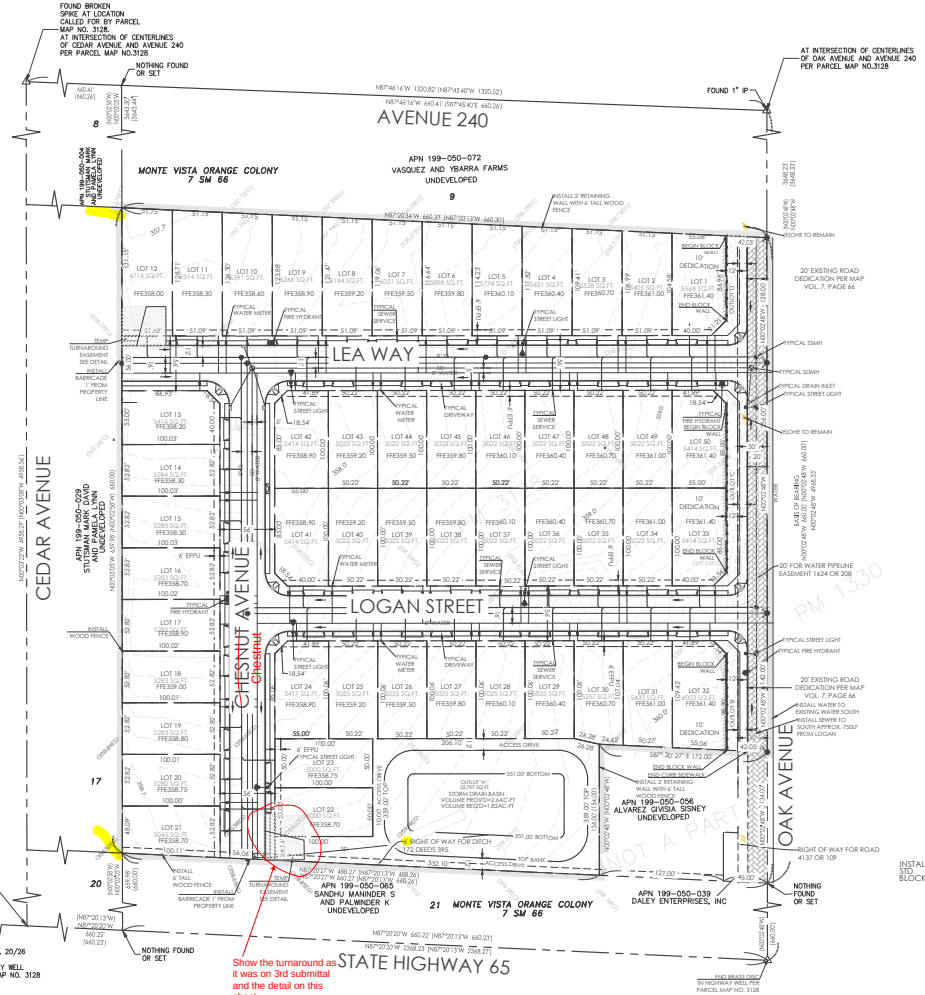
Date

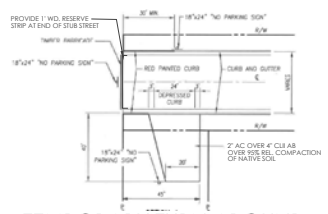
Jeff Cowart, PE City Engineer

Printed name

# HIDDEN OAKS
## TENTATIVE SUBDIVISION MAP
JUNE, 2024

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP 3128, RECORDED IN BOOK 32 OF PARCEL MAPS AT PAGE 29, TULARE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 26 EAST, MOUNT DIABLO MERIDIAN IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA.




## TEMPORARY TURN AROUND


OWNERS:
DALEY ENTERPRISES INC.
1356 EAST TULARE AVENUE
TULARE, CA 93274

APPLICANT
QUEST EQUITY, LLC
1878 NORTH MOONEY BLVD, SUITE J
TULARE, CA 93274
559-799-6990

AUTHORIZED AGENT
AW ENGINEERING
810 W. ACEQUIA AVE
VISALIA, CA 93291
(559) 713-6139

LAND SURVEYOR
BRIAN S. BORUM LS
1445 W. GRAND AVE STE C
GROVER BEACH, CA 93433
(805)270-4154


PRELIMINARY

### UNPLOTTABLE EASEMENTS EFFECTING SUBJECT PROPERTY:

AN EASEMENT FOR PUBLIC UTILITIES GRANTED TO MT. WHITNEY POWER COMPANY, RECORDED AS BOOK 8, PAGE 252 OF OFFICIAL RECORDS. NOT PLOTTABLE FROM RECORD

AN EASEMENT FOR PUBLIC UTILITIES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY DATED OCTOBER 3, 1951 RECORDED AS INSTRUMENT NO. 25747, BOOK 1544, PAGE 637 OF OFFICIAL RECORDS. BLANKET IN NATURE

### PLOTTABLE EASEMENTS EFFECTING SUBJECT PROPERTY:

AN EASEMENT FOR WATER PIPE LINES OF NOT MORE THAN 24 INCHES INSIDE DIAMETER GRANTED TO UNITED STATES OF AMERICA DATED OCTOBER 6, 1952 RECORDED AS INSTRUMENT NO. 27461, BOOK 1624, PAGE 208 OF OFFICIAL RECORDS.

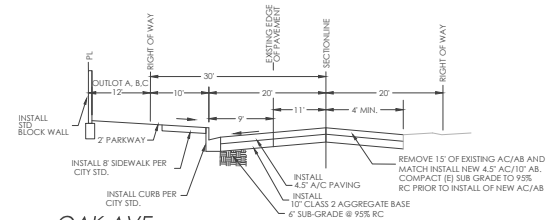
AN EASEMENT FOR ROAD GRANTED TO COUNTY OF TULARE DATED DECEMBER 7, 1983 RECORDED AS INSTRUMENT NO. 60313, BOOK 4137, PAGE 109 OF OFFICIAL RECORDS AFFECTS EAST 10 FEET.

AN EASEMENT FOR WATER DITCH AND DITCHES TO UNKNOWN RECORDED IN BOOK 172, PAGE 395 OF DEEDS.

### SITE DATA

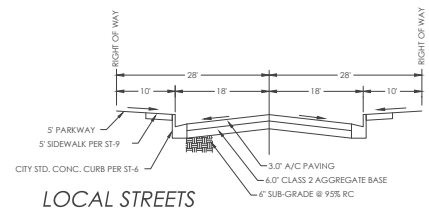
APN: 199-050-055
EXISTING ZONING DESIGNATION: R-1-7
EXISTING USE: VACANT
PROPOSED USE: R-1-5
TOTAL AREA : 9.46 ACRES ±
ELECTRICITY: SOUTHERN CALIFORNIA EDISON
WATER: CITY OF LINDSAY
SEWER: CITY OF LINDSAY
REFUSE: CITY OF LINDSAY
TELEPHONE: AT&T
GAS: SO CAL GAS
CATV: SPECTRUM
STORM WATER: CITY OF LINDSAY
TOTAL RESIDENTIAL LOTS : 50 LOTS
RESIDENTIAL DENSITY: 5.28 UNITS/ACRE
OUTLOT "A"-STORM WATER BASIN (33,707 SQ FT)
OUTLOT "B"-LANDSCAPE (1382 SQ FT)
OUTLOT "C"-LANDCAPE (2468 SQ FT)
OUTLOT "D"-LANDSCAPE (1271 SQ FT)

ALL SEWER UNLESS NOTED OTHERWISE TO BE AN 8" SEWER LINE SIZE.
ALL WATER UNLESS NOTED OTHERWSIDE TO BE AN 8" WATER LINE SIZE.



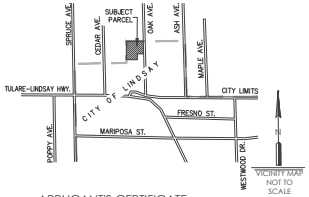

## OAK AVE.
NOT TO SCALE

T.I. = 8.0, R-VALUE: 38, 4.5" A.C. / 10" A.B.




## LOCAL STREETS
NOT TO SCALE

LOGAN ST. T.I.= 5.5, R-VALUE: 38, 3" A.C. / 6" A.B.
CHESTNUT AVE. T.I.= 5.5, R-VALUE: 38, 3" A.C. / 6" A.B.
LEA WAY T.I.= 5.5, R-VALUE: 38, 3" A.C. / 6" A.B.




### APPLICANT'S CERTIFICATE

I HEREBY APPLY FOR APPROVAL OF DIVISION OF REAL PROPERTY SHOWN ON THIS TENTATIVE MAP AND CERTIFY THAT I AM THE LEGAL OWNER OF SAID PROPERTY AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME: _____ DATE: _____

### NOTES:

- △ FOUND AND ACCEPTED MONUMENT AS NOTED.
- ◉ SET CITY OF LINDSAY STREET MONUMENT.
- ▬ BOLD BORDER LINE INDICATES SUBDIVISION BOUNDARY.
- EFPU EASEMENT FOR PUBLIC UTILITIES
- ALL DISTANCES AND DIMENSIONS IN FEET AND DECIMALS THEREOF.
- ( ) RECORD DATA PER PARCEL MAP 3128, RECORDED IN BOOK 32 OF PARCEL MAPS AT PAGE 29, T.C.R.
- ▨ WAIVER OF DIRECT ACCESS
- BLOCK WALL

ALL STREET NAMES SHOWN ARE SUBJECT TO APPROVAL BY THE PLANNING DEPARTMENT

### LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
PARCEL 1 OF PARCEL MAP NO. 3128, IN THE CITY OF LINDSAY, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE TULARE COUNTY RECORDER OF SAID COUNTY.

### BENCHMARK
CITY OF LINDSAY BENCHMARK NO. 74
BRASS 1' NORTH OF CURB RETURN AT THE NORTHEAST CORNER OF MAPLE AND TULARE.
ELEV=367.94'

### BASIS OF BEARINGS
THE EAST LINE OF PARCEL 1 OF PARCEL MAP 3128, PER SAID PARCEL MAP 3128, RECORDED IN BOOK 32 OF PARCEL MAPS AT PAGE 29, TULARE COUNTY RECORDER, TAKEN TO BE NORTH 00°02'48" WEST.

### FLOOD HAZARD ZONE
AS DELINEATED ON THE FEDERAL INSURANCE ADMINISTRATIONS FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE: JUNE 16, 2009 FOR TULARE COUNTY, CALIFORNIA (COMMUNITY NO. 065066), PANEL NO. 06107C1305E, THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FLOOD HAZARD AREAS DESIGNATED AS ZONE X.

ZONE X IS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION AS "AREAS DETERMINED TO BE OUTSIDE THE 0.20% ANNUAL CHANCE FLOODPLAIN."

N
SCALE: 1"= 60'
0' 60' 120'

JOB: 18678 APRIL 2024 SHEET 1 OF 1

# HIDDEN OAK TENTATIVE SUBDIVISION

# INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

**Prepared for:**

City of Lindsay

251 E. Honolulu Street

Lindsay, CA 93247

Contact: Kira Stowell, Contract City Planner

**Prepared by:**

Darlene R. Mata, DR Mata Consulting

Phone: (559) 799-2942

Email: darlene@drmataconsulting.com

# NOTICE OF PUBLIC HEARING AND INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

This is to advise that the City of Lindsay has prepared a Mitigated Negative Declaration for the project identified below that is scheduled to be considered at the Lindsay City Council's regular meeting on **Tuesday, September 10, 2024.**

Persons having comments or concerns about the proposed project are encouraged to attend or submit public comments by e-mail to: planning@Lindsay.ca.us. Emailed comments must be received by 4:30 p.m. on the day of the hearing to be entered into the record. In the subject line of the e-mail, please state your name and the item you are commenting on. Persons unable to email comments may send them via USPS mail or another courier to the City of Lindsay, Attn: City Clerk, 251 E. Honolulu St., Lindsay, CA 93247. Mailed comments must be received by 4:30 p.m. on the day of the hearing to be entered into the record.

***Project Name***

Hidden Oak Tentative Subdivision Map

***Project Location***

The project is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055). The site is approximately 9.10 acres and is adjacent to existing rural residential uses and undeveloped land to the east, agriculture to the north and west, and undeveloped land to the south.

***Project Description***

The proposed project involves the development of a 50-lot single family residential subdivision. The proposed project would result in on-site infrastructure improvements, including the addition of a new sidewalk on Oak Avenue and new streets including curb, gutter, lighting and sidewalks within the subdivision, and a stormwater retention basin. The applicant proposes to Installation of artificial turf and low water plants in front yard landscaping. The Project may also include the installation of up to 50% of the rear yard in artificial turf, if requested by the initial homeowner.

The project has access from Oak Avenue, north of Tulare Road.

Construction is proposed to begin in November 2024 and continue for 24 months.

Entitlements include approval of the following:

- Rezone No. ZC 24-01- from R-1-7 to R-1-5 PUD to allow 5,000 square foot lots
- Hidden Oak Tentative Subdivision Map
- Planned Unit Development Permit 24-01
- Development Agreement

As mandated by the California Environmental Quality Act (CEQA), the public review period for this document was 30 days (CEQA Section 15073[a]). The public review period began on August 7, 2024, and ended on September 5, 2024. For further information, please contact.

## TABLE OF CONTENTS

# Mitigated Negative Declaration

As lead agency under the California Environmental Quality Act (CEQA), the City of Lindsay reviewed the project described below to determine whether it could have a significant effect of the environment because if its development. In accordance with CEQA Guidelines Section 15382 "significant effect of the environment" means a substantial or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, waste, minerals, flora, fauna, ambient noise, and object of historic or aesthetic significant.

## Project Name

Hidden Oak Subdivision

## Project Location

The project is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055). The site is approximately 9.10 acres and is adjacent to existing rural residential uses and undeveloped land to the east, agriculture to the north and west, and undeveloped land to the south.

## Project Description

The proposed project involves the developmentof a 50-lot single family residential subdivision. The proposed project would result in on-site infrastructure improvements, including the addition of a new sidewalk on Oak Avenue and new streets including curb, gutter, lighting and sidewalks within the subdivision, and a stormwater retention basin. The applicant proposes to install artifical turf and low water plants in the front yard landscaping. The Project may also include the installation of up to 50% of the rear yard in artificial turf, if requested by the initial homeowner.

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- Hidden Oak Tentative Subdivision Map
- Planned Unit Development Permit 24-01
- Development Agreement

## Mailing Address and Phone Number of Contact Person

Kira Stowell, Contract City Planner
251 E. Honolulu St.
Lindsay, CA 93247
Phone: (559) 733-0440

## Findings

As lead agency, the City finds that the project will not have a significant effect on the environment. The Initial Study (IS) identified one of more potentially significant effects on the environment, but revisions to the project have been made before the release of this Mitigation Negative Declaration (MND) or mitigations measures

would be implemented that reduce all potentially significant impacts to less-than-significant levels. The City further finds that there is no substantial evidence that this project would have a significant effect on the environment.

## Mitigation Measures Included in the Project to Avoid Potentially Significant Effects

**Mitigation Measures**

**BIO-1 (Swainson's Hawk).** If feasible, project construction shall occur entirely outside the Swainson's hawk nesting season, typically defined as March 1- September 15.

If construction activities must occur between March 1 and September 15, prior to initial ground disturbance or building permits, a qualified Biologist shall conduct Swainson's hawk nesting surveys on-site and within a 0.5-mile radius of the project site to determine whether nests are present and if so, occupied. Occupancy shall be determined through observation of all accessible areas, including from public roads or other publicly accessible observation areas of Swainson's hawk activity (e.g., foraging) on and near the project site. If ground disturbance occurs outside the nesting season, no further action is required.

A qualified Biologist shall follow the survey protocol outlined in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*, which recommends surveys according to the following survey periods:

1. January–March 20: Conduct one survey total.

2. March 20–April 5: Conduct three surveys total. Surveys shall be conducted between sunrise to 10:00 a.m. and/or 4:00 p.m. to sunset.

3. April 5–April 20: Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:30 p.m. to sunset.

4. April 21–June 10: Initiating surveys are not recommended. Monitoring of known nest sites only.

5. June 10–July 30: (post-fledging) Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:00 p.m. to sunset.

Pre-construction surveys shall be completed for at least the two survey periods immediately prior to the subject ground-disturbing activities being initiated, with the latest survey no more than 10 days prior to the start of the subject ground-disturbing A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**BIO-2 (Swainson's Hawk).** If nests are located and determined to be occupied, minimization measures must be implemented by the relevant applicant in connection with a specific individual development application, and construction monitoring conducted as follows:

1. Construction activities shall be prohibited within 600 feet of an active and occupied Swainson's hawk nest or within 600 feet of nests under construction to prevent nest abandonment unless a smaller buffer is approved pursuant to subsection (2) below. This incorporates the maximum avoidance buffer size stated in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*.
2. If site-specific conditions or the nature of the construction activity (e.g., other nearby development,

limited activities) indicate that a smaller buffer, or no buffer at all, could be used, the project developer may seek approval from the qualified Biologist who, in coordination with the CDFW, shall determine the appropriate buffer size, which, once approved, shall govern.

3. No tree containing an active Swainson's hawk nest shall be removed.

   A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

   If (i) no nests are located or (ii) if nests are located and determined not to be occupied, then no minimization measures shall need to be implemented and no further mitigation under MM BIO-2 shall be required.

**BIO-3 (Nesting Birds and Raptors).** If feasible, all construction activities shall take place between September 1 and January 31.

If construction activities must be completed during the February 1-August 31 avian nesting season, then within 14 days prior to the start of any ground disturbance activities, a qualified biologist shall conduct preconstruction surveys for active bird nests. The survey area shall encompass the project site and surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors.

If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet, and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.

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

A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**CUL-1:** If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (NPS 1983) should be contacted immediately to evaluate the find. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation and Native American consultation may be warranted to mitigate any adverse effects.

**CUL-2:** The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native

American burials.

**GEO-1** If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended, or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency

**NSE-1:** During construction, the contractor shall implement the following measures:

1. All stationary construction equipment on the Project site shall be located so that noise-emitting objects or equipment face away from any potential sensitive receptors.
2. The construction contractor shall ensure that all construction equipment is equipped with manufacturer-approved mufflers and baffles. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
3. Construction activities shall take place during daylight hours, when feasible.

## INITIAL STUDY

1. **Project Title:** Hidden Oak Subdivision

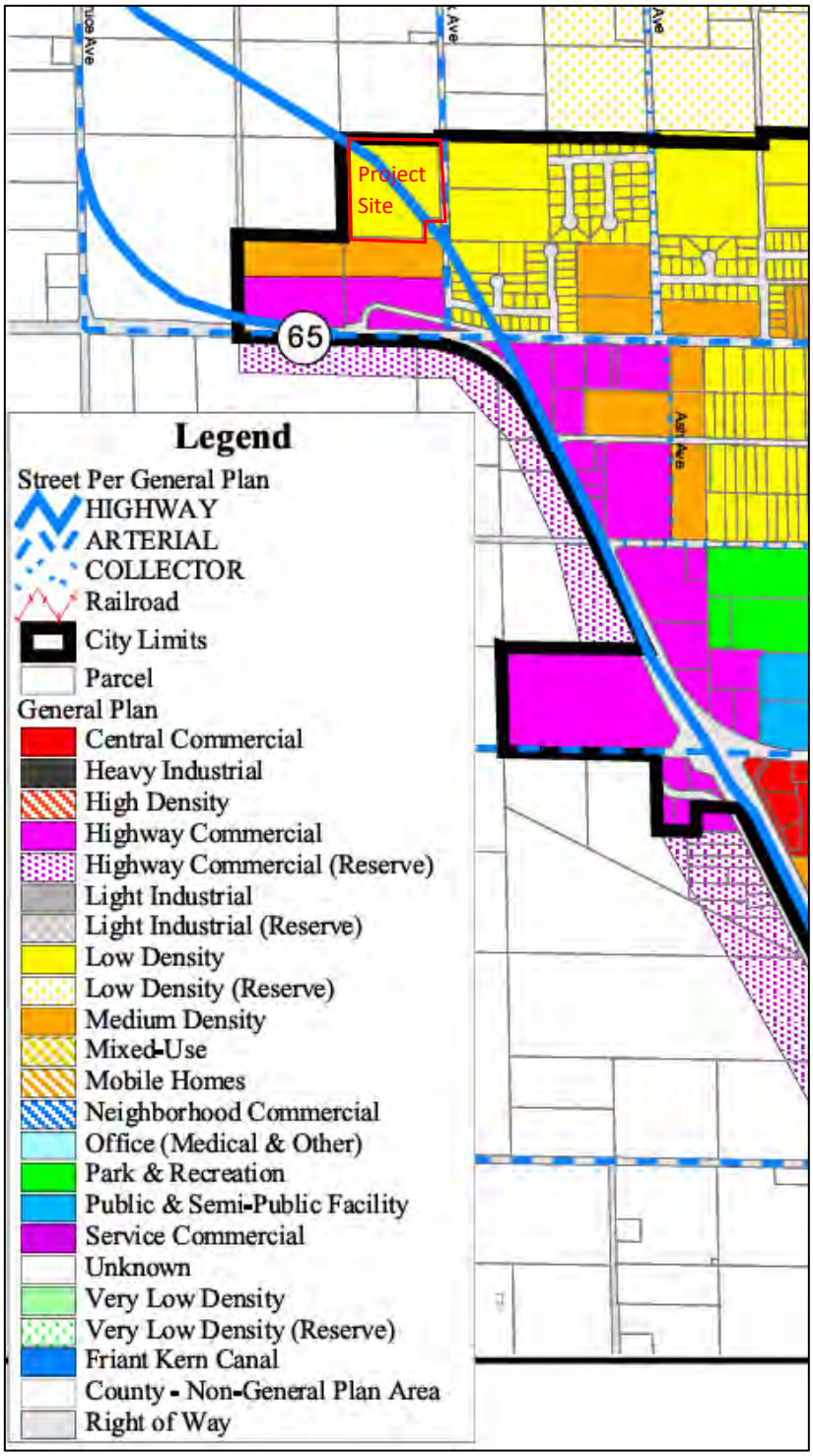
2. **Lead Agency:** City of Lindsay
   251 E. Honolulu St.
   Lindsay, CA 93247
   (559) 562-7102
   Contact Person: Kira Stowell

3. **Applicant:** Quest Equity LLC
   1878 N. Mooney
   Blvd. Tulare, CA
   93274
   (559) 799-6993

4. **Project Location**: The project is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055). The project has access from Oak Avenue, north of Tulare Road. The site is approximately 9.10 acres and is adjacent to existing rural residential and undeveloped land to the east, agriculture to the north and west, and undeveloped land to the south

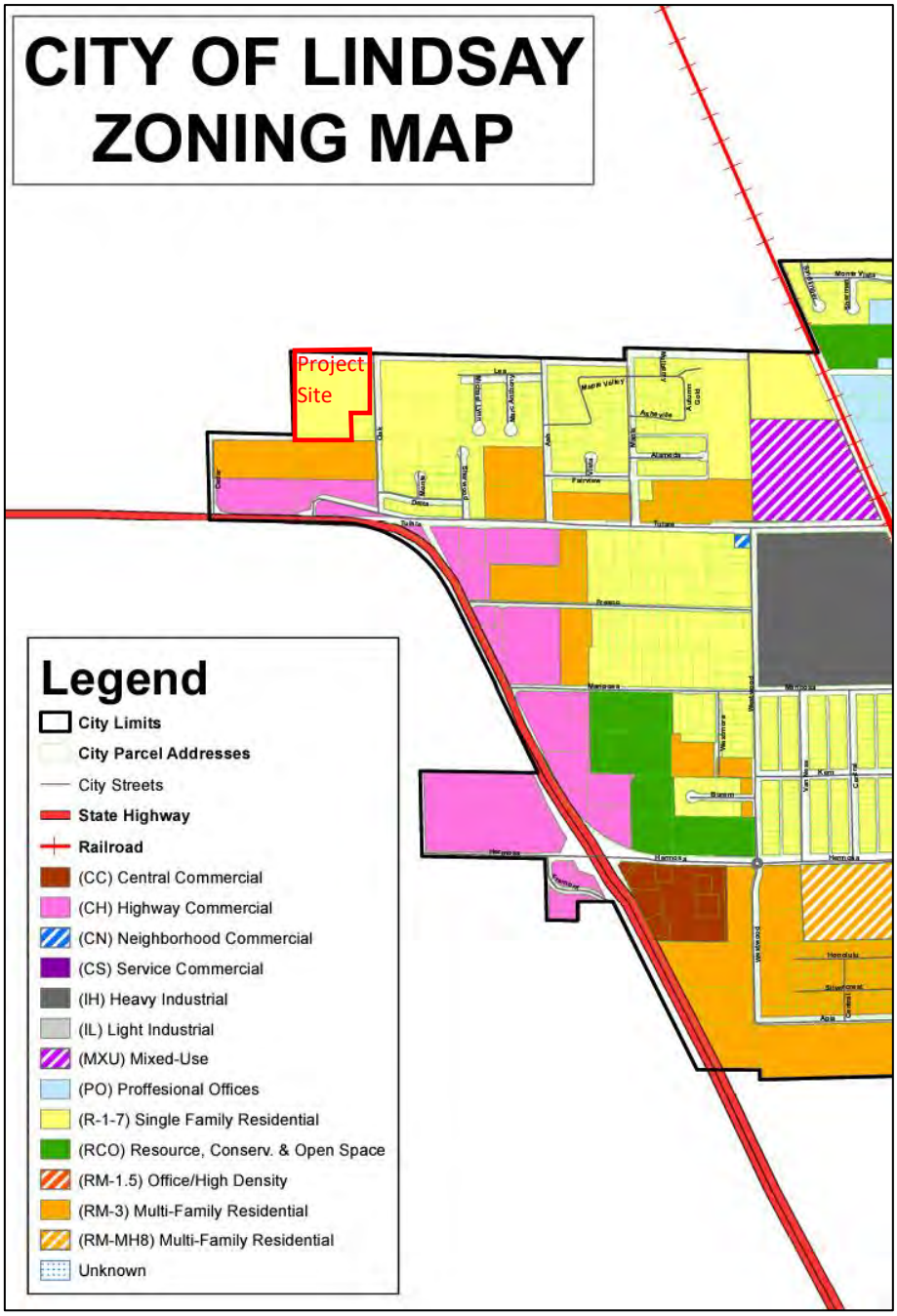
5. **General Plan Designation** The site is designated as Low Density Residential as shown below.

**Figure 1 General Plan Map**




6. **Zoning Designation:** The site is zoned R-1-7, as shown below. If the zone change is approved, the zone district would be R-1-5 PUD.

**Figure 2 Zone Map**




7. **Project Description:** The proposed project involves the development of a 50-lot single family residential subdivision. The proposed project would result in on-site infrastructure improvements, including the addition of a new sidewalk on Oak Avenue and new streets i ncluding curb, gutter, lighting and sidewalks within the subdivision, and a stormwater retention basin. he applicant proposes to install artifical turf and low water plants in the front yard landscaping. The Project may also include the installation of up to 50% of the rear yard in artificial turf, if requested by the initial homeowner.

Construction is proposed to begin in November 2024 and continue for 24 months.

8. **Surrounding Land Use Designations and Settings:**

North: County/Existing Agricultural
South: R-M-3/ Undeveloped Land
East: Low Density Residential/ Existing Rural Residences and Undeveloped Land
West: County/ Existing Agriculture

9. **Required Approvals:** The following discretionary approvals are required from The City of Lindsay for the proposed project:

- Rezone ZC 24-01- from R-1-7 to R-1-5 PUD to allow 5,000 square foot lots
- Hidden Oak Tentative Subdivision Map
- Planned Unit Development Permit 24-01
- Development Agreement

10. **Other Public Agencies Whose Approval May be Required**
    - San Joaquin Valley Air Pollution Control District (SJVAPCD)- Rule 9510 Indirect Source Review (ISR)
    - Central Valley Regional Water Quality Control Board, Stormwater Pollution Prevention Plan (SWPPP)

11. **Native American Consultation:** The City of Lindsay has not received a request for notification from any tribe in accordance with AB 52, however notices were sent to the tribes listed on the notification list received from the Native American Heritage Commission on April 5, 2024. No responses were received.

12. **Parking and access:** Vehicular access to the project will be from Oak Avenue connecting to Tulare Avenue to the south. Each single family residence will include a two car garage.

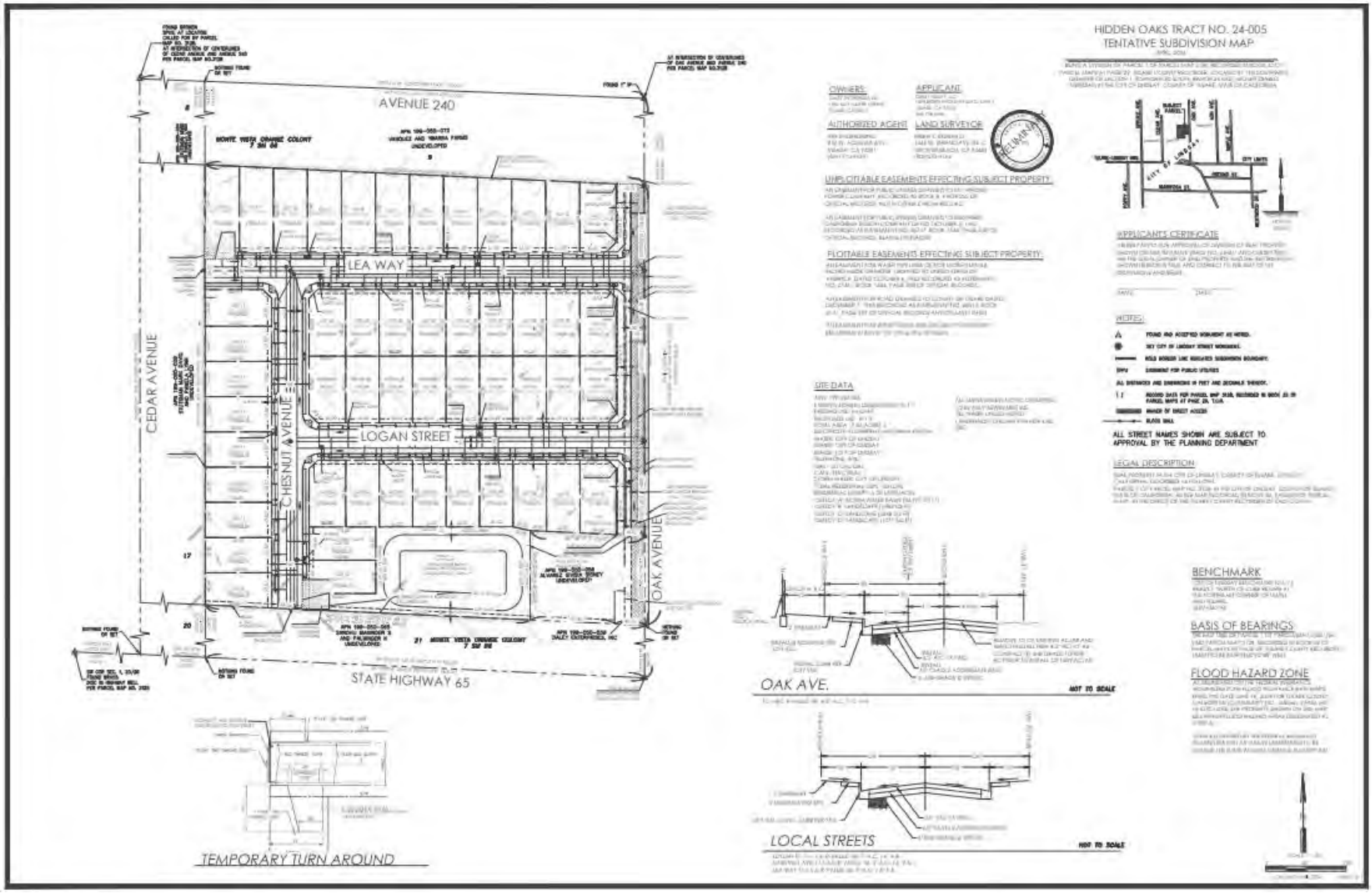
13. **Landscaping and Design:** The landscape and design plans will be required at time the building permits are submitted for the project and will be subject to the City of Lindsay's Model Water Efficient Landscape Ordinance (MWELO). The applicant proposes to install artificial turf in both the front and rear yards.

14. **Utilities and Electrical Services:** City services (water, sewer, storm drain, law enforcement, fire protection etc.) will be available to the proposed Project area upon development.

**Figure 3**
**Vicinity Map**

**Figure 4**
**Project Location**

**Figure 5 Tentative Subdivision Map**



**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

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

- ☐ Aesthetics
- ☐ Agriculture and Forest Resources
- ☐ Air Quality
- ☐ Biological Resources
- ☐ Cultural Resources
- ☐ Energy
- ☐ Population
- ☐ Greenhouse Gas Emissions
- ☐ Hazards and Hazardous Materials
- ☐ Hydrology and Water Quality
- ☐ Land Use and Planning
- ☐ Mineral Resources
- ☐ Noise
- ☐ Public Services
- ☐ Recreation
- ☐ Transportation
- ☐ Tribal Cultural Resources
- ☐ Utilities and Service Systems
- ☐ Wildfire
- ☐ Mandatory Findings of Significance

**DETERMINATION:** (To be completed by the Lead Agency) Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to insignificant levels.

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION WILL BE PREPARED.

☑ I find that although the proposed project could have a significant effect on the environment, therewill not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. A Negative Declaration is required, but it must analyze only the effects that remain to beaddressed.

☐ I find that although the proposed project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is requested.

City of Lindsay _____ Date _____

## EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should beexplained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on- site, cumulative as well as project-level, indirect as well as direct, and construction as wellas operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analyses Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined fromthe earlier document and the extent to which they address site-specific conditions for theproject.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to apreviously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and the mitigation measure identified, if any, to reduce the impact to less than significance

## ENVIRONMENTAL ANALYSIS

The following section provides an evaluation of the impact categories and questions contained in thechecklist and identify mitigation measures, if applicable.

## I. AESTHETICS

| **Except as provided in Public Resource CodeSection 210999, would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| 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 state scenic highway? | ☐ | ☐ | ☐ | ☑ |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? | ☐ | ☐ | ☒ | |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

The following photos demonstrate the aesthetic character of the Project area. As shown, the proposed Project Site area is undeveloped land, in a relatively flat area characterized by agricultural uses. There are three rural homes with outbuildings to the east of the Project site. To the south is undeveloped land and active agricultural uses to the north and west.

**Discussion**

**a) Would the project have a substantial adverse effect on a scenic vista?**

A scenic vista is defined as a viewpoint that provides expansive views of highly valued landscape for the benefit of the general public. The Sierra Nevada Mountains are the primary scenic vista within this region. The proposed Project will not impede on adjacent properties' view of the Sierra Nevada Mountains, given that the poor air quality in the area obscures the views of the mountains most days, and the Project would construct homes that would be compliant with the height limit in the City's zoning code. The proposed Project would not be substantially altering the existing views in the area as there are currently homes east of the development, which will retain their views. Therefore, there is no impact.

**Mitigation Measures:** None Required

**b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within state scenic highway?**

There are no Officially Designated State Scenic Highways within the City of Lindsay. The closest is State Route 198 located approximately 8 miles to the north, therefore there is no impact.

**Mitigation Measures:** None Required

**c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

The proposed Project is not currently developed and is adjacent to non-urbanized area to the north, south and west. The proposed Project would not degrade the visual character or quality of the site and surroundings but will result in a change from the agricultural character, therefore the impact is less than significant.

**Mitigation Measures:** None Required

**d) Would the project create a new source of substantial light or glare which would adversely affectday or nighttime views in the area?**

The proposed Project would result in new lighting sources on the Project site. New lighting sources would include interior lighting from residences and street lighting. All street lighting will be consistent with the City's lighting standards, which are developed to minimize impacts related to excessive light and glare. City standards reduce light and glare impacts by including watt maximums and location criteria based on public safety. Although the Project will introduce new light sources to the area, all lighting will be consistent with nearby residential land uses and the City's lighting standards. Therefore, impacts are considered less than significant.

**Mitigation Measures:** None Required

## II. AGRICULTURE AND FOREST RESOURCES:

| **In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board. Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | ☐ | ☐ | ☐ | ☑ |
| 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 section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)? | ☐ | ☐ | ☐ | ☑ |
| d) Result in the loss of forestland 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 forestland to non-forest use? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

The proposed Project site is not zoned for agricultural activities or subject to a Williamson Act Contract, but

is designated as Farmland of Local Importance as shown by the Farmland Mapping and Monitoring Program (FMMP), Figure 6. The soil is Exeter Loam. 0 to 2 percent slope. The site is adjacent to rural development to the east, agriculture to the north and west and fallow land to the south.

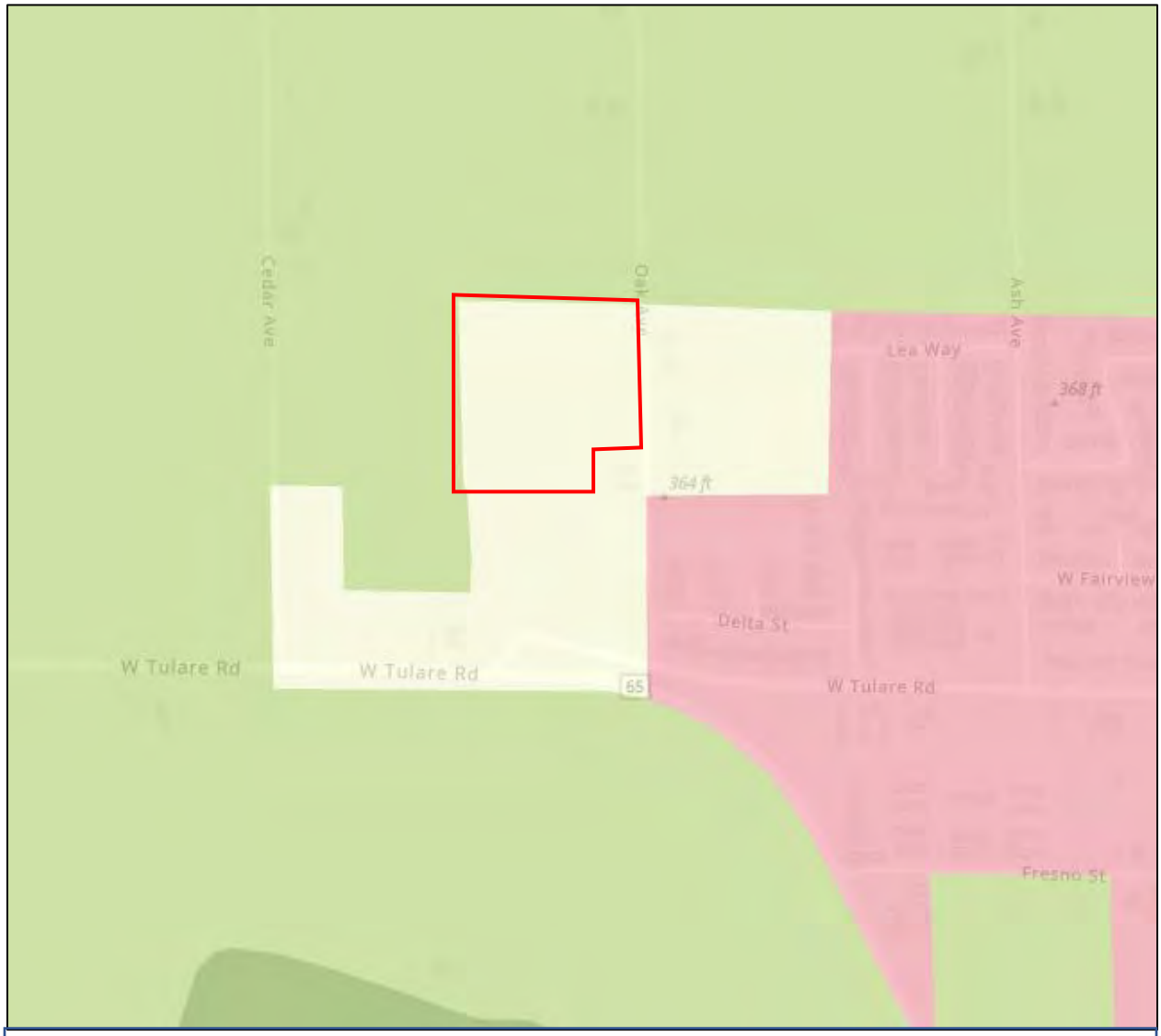
**Regulatory Setting**

**California Farmland Mapping and Monitoring Program (FMMP):** The FMMP is implemented by the California Department of Conservation (DOC) to conserve and protect agricultural lands within the State. Land is included in this program based on soil type, annual crop yields, and other factors that influence the quality of farmland. The FMMP mapping categories for the most important statewide farmland are as follows:

- ***Prime Farmland*** has the ideal physical and chemical composition for crop production. It has beenused for irrigated production in the four years prior to classification and is capable of producing sustained yields.
- ***Farmland of Statewide Importance*** has also been used for irrigated production in the four yearsprior to classification and is only slightly poorer quality than Prime Farmland.
- ***Unique Farmland*** has been cropped in the four years prior to classification and does not meet the criteria for Prime Farmland or Farmland of Statewide Importance but has produced specific cropswith high economic value.
- ***Farmland of Local Importance*** encompasses farmland that does not meet the criteria for the previous three categories. These may lack irrigation, produce major crops, be zoned as agricultural, and/or support dairy.

**Figure 6**

**Important Farmland Map**




**California Important Farmland**

- Prime Farmland
- Farmland of Local Important
- Vacant or Disturbed Land
- Rural Residential Land
- Urban and Built-Up Land
- Project Site

**NORTH**

**Discussion**

**a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

The proposed site is classified as Farmland of Local Importance, not Prime Farmland, Unique Farmland, or Farmland of Statewide Importance by the California Department of Conservation (DOC), Figure 6. Therefore there is no impact.

**Mitigation Measures:** None Required

**b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act Contract?**

The Project site is not zoned for agriculture or subject to a Williamson Act Contract, therefore there is no impact.

**Mitigation Measures:** None Required

**c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?**

The Project site is not zoned for forest or timberland production and is not adjacent to any forest land, therefore, there is no impact.

**Mitigation Measures:** None Required

**d) Would the project result in the loss of forestland or conversion of forest land to non-forest use?**

The site does not contain forestland and is not adjacent or in proximity to any forestland or use, therefore there is no impact.

**Mitigation Measures:** None Required

**e) Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forestland to non-forest use?**

As discussed above, the proposed Project site is not considered prime farmland and adjacent farmland will not be converted to nonagricultural use as a result of the proposed Project. Those properties classified as Prime Farmland are mostly cultivated with high value permanent citrus crops, which make them less likely to be converted. Therefore, impacts would be less than significant.

**Mitigation Measures:** None Required

## III. AIR QUALITY

| **Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | ☐ | ☐ | ☑ | ☐ |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? | ☐ | ☐ | ☑ | ☐ |
| c) Expose sensitive receptors to substantial pollutant concentrations? | ☐ | ☐ | ☑ | ☐ |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

This section describes existing air quality within the San Joaquin Valley Air Basin (SJVAB) and in Tulare County. The SJVAB is comprised of eight counties: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare. The air basin is bordered by the Sierra Nevada Mountains to the east, Coastal Range to the west and the Tehachapi Mountains to the south. These topographical features directly relate to air quality within the SJVAB. Air quality is described in relation to air quality standards for criteria pollutants such as ozone, carbon monoxide, and particulate matter. Air quality can be directly affected by the type and density of land use change and population growth.

Tulare County is located in one of the most polluted air basins in the Country. Wind patterns contribute to air quality by restricting access from the west by the Coastal Range and the Sierra Nevada Mountain Range to the east. Southerly airflow is restricted by the Tehachapi Mountains in the south. The result of restricted air flow is an accumulation of air pollutants as they are "trapped" in the basin. The resulting accumulation of pollutants has resulted in the SJVAB being in nonattainment for several pollutant standards.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is responsible for enforcing air quality standards in the project area. To meet state and federal air quality objectives, the SJVAPCD adopted the thresholds of significance as shown in Table 3-1.

| **Table 3-1 SJVAPCD Thresholds of Significance** | | | |
|---|---|---|---|
| **Pollutant/Precursor** | **Construction Emissions** | **Operational Emissions** | |
| | | **Permitted Equipment and Activities** | **Non-Permitted Equipment and Activities** |
| | **Emissions (tpy)** | **Emissions (tpy)** | **Emissions (tpy)** |
| **CO** | 100 | 100 | 100 |

| | | | |
|---|---|---|---|
| **Nox** | 10 | 10 | 10 |
| **ROG** | 10 | 10 | 10 |
| **Sox** | 27 | 27 | 27 |
| **PM10** | 15 | 15 | 15 |
| **PM2.5** | 15 | 15 | 15 |

*Source: SJVAPCD*

The following SJVAPCD rules and regulations may apply to the proposed project:

The following SJVAPCD rules and regulations may apply to the proposed project:

- **Rule 3135:** Dust Control Plan Fee. All projects which include construction, demolition, excavation, extraction, and/or other earth moving activities as defined by Regulation VIII(Described below) are required to submit a Dust Control Plan and required fees to mitigate impacts related to dust.
- **Rule 4101:** Visible Emissions. District Rule 4101 prohibits visible emissions of air contaminants that are dark in color and/or have the potential to obstruct visibility.
- **Rule 9510:** Indirect Source Review (ISR). This rule reduces the impact PM10 and NOX emissions from growth on the SJVB. This rule places application and emission reduction requirements on applicable development projects in order to reduce emissions through onsite mitigation, offsite SJVAPCD administered projects, or a combination of the two. This project will submit an Air Impact Assessment (AIA) application in accordance with Rule 9510's requirements.
- **Regulation VIII:** Fugitive PM10 Prohibitions. Regulation VIII is composed of eight rules which together aim to limit PM10 emissions by reducing fugitive dust. These rules containrequired management practices to limit PM10 emissions during construction, demolition,excavation, extraction, and/or other earth moving activities.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) has published guidance on determining potential significant impacts and potential mitigation of significant impacts in its Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). The proposed Project was evaluated using the Small Project Analysis Levels (SPAL) which utilizes criteria for one-way trips and heavy heavy duty trucks (HHDT).

**Discussion**

**a) Would the project conflict with or obstruct implementation of the applicable air quality plan?**

Using Project type and size categories, the SJVAPCD has pre-quantified emissions and determined a size below which it is reasonable to conclude that a Project would not exceed applicable thresholds of significance for criteria pollutants. The proposed Project was determined to qualify as the Small Project Analysis Level (SPAL). The Project would subdivide an approximately 9.1-acre parcel into 50 lots designated for single family residential development. As indicated in the SJVAPCD Guide to Mitigating and Assessing Air Quality Impacts (GAMAQI) Projects that fall within the SPAL analysis levels are "deemed to have a less-than-significant impact on air quality due to criteria pollutant emissions and as such are excluded from quantifying criteria pollutant emissions for CEQA purposes. Table 3-2 provides the screening thresholds for consideration under SPAL and comparison of the Project to SPAL thresholds.

**Table 3.2**

**SPAL Thresholds and Project Comparison**

| LAND USE TYPE | SIZE | UNIT | | AVERAGE DAILY ONE-WAY TRIPS FOR ALL FLEET TYPES (EXCEPT HHDT) | AVERAGE DAILY ONE-WAY FOR HHDT TRIPS ONLY (50 MILE TRIP LENGTH) |
|---|---|---|---|---|---|
| Single Family | 155 | Dwelling Unit | **AND LESS THAN** | 800 | 15 |
| Apartment (low rise) | 224 | Dwelling Unit | | 800 | 15 |
| Apartment (mid rise) | 255 | Dwelling Unit | | 800 | 15 |
| Apartment (high rise) | 340 | Dwelling Unit | | 800 | 15 |
| Condominium/Townhouse | 256 | Dwelling Unit | | 800 | 15 |
| Condominium High Rise | 352 | Dwelling Unit | | 800 | 15 |
| Mobile Home Park | 292 | Dwelling Unit | | 800 | 15 |
| Retirement Community | 580 | Dwelling Unit | | 800 | 15 |
| Congregate Care | 536 | Dwelling Unit | | 800 | 15 |
| **PROJECT** | **50** | **Dwelling Unit** | | **57 (Construction)**<br>**482 (Operations)** | **0** |

*Source: San Joaquin Valley Air Pollution Control District, 2020*

The 11th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual calculation for single-family detached housing (210) indicates that a 50 unit single-family subdivision would have an average daily trip rate of 9.64 daily trips and result in approximately 482 trips per day. During construction there would be 57 trips per day. There would be zero trips by HHDT's traveling greater than 50 miles in trip length. Based on the SPAL thresholds, the proposed Project's emissions during construction and after full buildout would be well under the thresholds. The proposed Project has been screened under SPAL thresholds and has been determined to result in a less than significant impact.

**Mitigation Measures:** None Required

**b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**

See (a) above.

**Mitigation Measures:** None Required

**c) Would the project expose sensitive receptors to substantial pollutant concentrations?**

The Project does not include any components identified by the California Air Resources Board that could potentially impact any sensitive receptors. These include heavily traveled roads, distribution centers, fueling stations, and dry-cleaning operations.

The City of Lindsay has recently approved a conditional use permit with an associated Initial Study/Mitigated Negative Declaration for a Travel Center that includes a 16-pump automobile fueling facility, a 6-pump truck fueling facility, a 5,440 sq. ft. convenience market, two fast-food restaurants, and a stormwater retention basin that could expose the Project to pollutant concentrations. The potential future travel center is located approximately 320 feet to the southwest from the Project. As part of the Travel Center project approval, an Air Quality, Health Risk Analysis, Greenhouse Gas and Energy Technical Memorandum was prepared by Johnson, Johnson and Miller Air Quality Consulting Services (March, 2024) and included in the Initial Study prepared for the project, herein incorporated by reference. The study evaluated potential impacts from the Travel Center to nearby sensitive uses. The study results state that the Travel Center project emission will not exceed SJVAPCD's regional criteria pollutant emissions quantitative thresholds during construction or when fully operational. The study also included a Health Risk Assessment to assess impacts to sensitive uses located within 1,000 feet of the project, which would include the subject project. The HRA concluded that the Travel Center metrics from elevated diesel particulate matter (DPM) concentrations during construction and operations of the center would not exceed the cancer risk significance threshold or noncancer hazard index significance threshold.

As such, impacts from exposure to substantial pollutant concentrations are less than significant.

**Mitigation Measures:** None Required

**d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

The Project will create temporary localized odors during temporary construction. The proposed Project will not introduce a conflicting land use to the area and will not have any component that would typically emit odors. The project would not create objectionable odors affecting a substantial number of people. Therefore, there would be no impact.

**Mitigation Measures:** None Required

## IV. BIOLOGICAL RESOURCES

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish & 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 Wildlife or US Fish and Wildlife Service? | ☐ | ☐ | ☐ | ☑ |
| c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | ☐ | ☐ | ☐ | ☑ |
| 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? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

The Project Site is currently undeveloped land and does not contain any buildings. The site has been highly disturbed as a result of periodic grading and discing as part of normal agricultural practices and for weed control since agricultural practices have ceased. The site will continue to be disced for weed and fire control.

**Discussion**

a) **Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish & Wildlife or U.S.**

**Fish and Wildlife Service?**

The 1989 General Plan states that there are no rare or endangered species of plants or wildlife within the Lindsay planning area. The highly disturbed nature resulting from previous agricultural practices, ongoing discing and development surrounding the subject project site have resulted in the removal of potentially suitable native habitat for sensitive species.

A Biological Evaluation (BE) was completed by Live Oak Associates (2024, see Appendix A), which included a site evaluation on December 21, 2023. Sources of information for the BE included the Information for Planning and Consultation (IPaC) system (USFWS 2023), California Natural Diversity Data Base (CDFW 2023), *Online Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2023), and manuals, reports, and references related to plants and animals of the project vicinity. A complete list and references are found in the BE.

The California Natural Diversity Data Base (CNDDB) search indicated nineteen special status plants and animals have been documented in the general vicinity of the Project site, or are known to occur regionally. Of these, thirteen are considered absent from or unlikely to occur on the site due to the absence of suitable habitat, the site's urban setting and other landscape factors, and/or the site's being situated outside of the species' known distribution. The thirteen include the vernal pool fairy shrimp (*Branchinecta lynchi*), Crotch bumblebee (*Bombus crotchii*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), California tiger salamander (*Ambystoma californiense*), foothill yellow-legged frog (*Rana boylii*), western pond turtle (*Actinemys marmorata*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), California condor (*Gymnogyps californianus*), Tipton kangaroo rat (*Dipodomys nitratoides nitratoides*), San Joaquin kit fox (*Vulpes macrotis mutica*), western spadefoot (*Spea hammondii*), northern California legless lizard (*Anniella pulchra*), and American badger (*Taxidea taxus*). Because these species have no appreciable potential to occur on site, they are not expected to be affected by the Project, directly or indirectly. Project impacts to these species are considered less than significant.

Five other special status animal species have the potential to forage on site from time to time, but would not use the site for sensitive activities such as breeding, nesting, or communal roosting. These include the monarch butterfly (*Danaus plexippus*), tricolored blackbird (*Agelaius tricolor*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), and western mastiff bat (*Eumops perotis* ssp. *californicus*). The monarch butterfly, tricolored blackbird, pallid bat, Townsend's big-eared bat, and western mastiff bat do not have the potential to be substantially disturbed by construction activities at off-site breeding, nesting, or roosting locations. All are highly mobile while foraging and would be expected to simply avoid active work areas. Moreover, as nocturnal foragers, the three bat species would presumably have limited potential to forage on site while construction is actually occurring. The Project would not adversely affect these five species through loss of habitat. The site does not offer unique habitat for any of these species, nor is it likely to represent an important part of any individual home range, given its disturbed nature and urban setting. Similar and higher quality habitats are regionally abundant. For these reasons, impacts to the monarch butterfly, tricolored blackbird, pallid bat, Townsend's big-eared bat, and western mastiff bat are considered less than significant.

One especial status species, the Swainson's hawk (*Buteo swainsoni)*, a California Threatened species, has the potential to forage within the Project site and nest within the vicinity of the Project site. If a Swainson's hawk pair were to be nesting in a nearby tree at the time of construction, they could be at risk of construction-related disturbance leading to nest abandonment or reduced nesting success. Project activities that injure, kill, or reduce nesting success of Swainson's hawks would violate state and federal laws and be considered a significant impact.

Swainson's hawks would not be vulnerable to construction-related injury or mortality while foraging because they are highly mobile during this activity and are expected to avoid active work areas. The Project site is not expected to significantly impact this species through loss of foraging habitat. Project-related habitat loss will be small-scale, at only 9 acres, with many more acres of similar or better foraging habitat remaining available within the vicinity of the Project site.

Implementation of the following mitigation measures BIO 1 and BIO 2 would reduce impacts to the Swainson's hawk by avoiding construction during nesting season, conducting a preconstruction survey following CDFW protocols, and avoidance of active nests within ¼ mile of the Project site. BIO 3 would reduce impacts to raptors and migratory nesting birds by requiring a preconstruction clearance survey of the Project prior to ground disturbance and the establishment of appropriate avoidance buffers, if necessary. Therefore impacts are considered to be less than significant with mitigation incorporated.

### Mitigation Measures:

**BIO-1 (Swainson's Hawk).** If feasible, project construction shall occur entirely outside the Swainson's hawk nesting season, typically defined as March 1- September 15.

If construction activities must occur between March 1 and September 15, prior to initial ground disturbance or building permits, a qualified Biologist shall conduct Swainson's hawk nesting surveys on-site and within a 0.5-mile radius of the project site to determine whether nests are present and if so, occupied. Occupancy shall be determined through observation of all accessible areas, including from public roads or other publicly accessible observation areas of Swainson's hawk activity (e.g., foraging) on and near the project site. If ground disturbance occurs outside the nesting season, no further action is required.

A qualified Biologist shall follow the survey protocol outlined in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (2002), which recommends surveys according to the following survey periods:

1. January–March 20: Conduct one survey total.
2. March 20–April 5: Conduct three surveys total. Surveys shall be conducted between sunrise to 10:00 a.m. and/or 4:00 p.m. to sunset.
3. April 5–April 20: Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:30 p.m. to sunset.
4. April 21–June 10: Initiating surveys are not recommended. Monitoring of known nest sites only.
5. June 10–July 30: (post-fledging) Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:00 p.m. to sunset.

Pre-construction surveys shall be completed for at least the two survey periods immediately prior to the subject ground-disturbing activities being initiated, with the latest survey no more than 10 days prior to the start of the subject ground-disturbing A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**BIO-2 (Swainson's Hawk)**. If nests are located and determined to be occupied, minimization measures must be implemented by the relevant applicant in connection with a specific individual development application, and construction monitoring conducted as follows:

1. Construction activities shall be prohibited within 600 feet of an active and occupied Swainson's hawk nest or within 600 feet of nests under construction to prevent nest abandonment unless a smaller buffer is approved pursuant to subsection (2) below. This incorporates the maximum avoidance buffer size stated in the California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley.
2. If site-specific conditions or the nature of the construction activity (e.g., other nearby development, limited activities) indicate that a smaller buffer, or no buffer at all, could be used, the project developer may seek approval from the qualified Biologist who, in coordination with the CDFW, shall determine the appropriate buffer size, which, once approved, shall govern.
3. No tree containing an active Swainson's hawk nest shall be removed.

A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

If (i) no nests are located or (ii) if nests are located and determined not to be occupied, then no minimization measures shall need to be implemented and no further mitigation under MM BIO-2 shall be required.

**BIO-3 (Nesting Birds and Raptors**). If feasible, all construction activities shall take place between September 1 and January 31.

If construction activities must be completed during the February 1-August 31 avian nesting season, then within 14 days prior to the start of any ground disturbance activities, a qualified biologist shall conduct preconstruction surveys for active bird nests. The survey area shall encompass the project site and surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors.

If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet, and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.

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

A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?**

There is no riparian habitat or other sensitive natural community on site or adjacent to the Project. Therefore, there is no impact.

**Mitigation Measures:** None Required

**c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No water or other hydrologic features occur within the Project site. There are no jurisdictional water features. Therefore, no impacts to state or federally protected wetlands would occur. There is no impact.

**Mitigation Measures:** None Required

**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?**

The project does not contain streams or other waterways that could be used by migratory fish or as a wildlife corridor for other wildlife species. To the east the Project is bordered by the railroad. To the west it is bordered by existing residential. To the north by existing citrus groves and to the south, the Project is bordered by existing industrial development. As such, the Project would not interfere substantially with the movement of any resident or migratory fish, wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, therefore there is no impact.

**Mitigation Measures:** None Required

**e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

The subject site currently has very little vegetation, including trees. There are no adopted local

policies or ordinances protecting biological resources that would apply to the Project. Therefore, implementation of the proposed Project would have no conflict related to adopted local policies or ordinances protecting biological resources, and there would be no impact.

**Mitigation Measures:** None Required

**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 proposed Project is not located within the boundaries of an adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional or State habitat conservation plan. There is no impact.

**Mitigation Measures:** None Required

## V. CULTURAL RESOURCES

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5? | ☐ | ☐ | ☐ | ☑ |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | ☐ | ☑ | ☐ | ☐ |
| c) Disturb any human remains, including those interred outside of formal cemeteries? | ☐ | ☑ | ☐ | ☐ |

**Environmental Setting**

Generally, the term cultural resources describes property types such as prehistoric and historical archaeological sites, building, bridges, roadways and tribal cultural resources. As defined by CEQA, historical resources includes sites, structures, objects or districts that may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance. Such resources are eligible for listing in the California Register of Historic Resources by the State Historical Resources Commission. The City of Lindsay has one site listed on the State Register of Historic Places: The Butterfield Stage Route located approximately three quarters of a mile to the southwest. The historic marker is located at the SW corner of Hermosa St (Ave 228) and SR 65, 1 mile west of Lindsay.

The Southern San Joaquin Information Center (SSJIC) conducted a California Historical Resources Information System (CHRIS) Record Search for the Project site on December 18, 2023. According to the results of the records search, no cultural resources were found within the Project boundary. The Project site was surveyed in 2004 by Caltrans which resulted in negative findings on the site (TU-01673). Finally, archival research showed the site as an orchard from 1956 to 2006 and as an empty agricultural field from 2009 to present day. While past agricultural activities may have potentially destroyed or obscured ground surface evidence of archaeological resources within the Project boundary, intact archaeological resources related to prior occupation of the area may potentially exist below the ground surface. See the letter from SSJIC, Appendix B.

The City has not received a request for notification from any tribe in accordance with AB 52, however notices were sent to the tribes listed on the notification list received from the Native American Heritage Commission on April 5, 2024. No responses were received.

**Discussion**

**a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?**

There are no known historical resources on or near the subject property that would be impacted by the proposed Project, therefore there is no impact.

**Mitigation Measures:** None Required

**b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

There are no known archaeological resources located within the Project area. Implementation of Mitigation Measures CUL-1 that require that if any remains are discovered, construction shall stop and appropriate authorities be notified. Authorities include the County Coroner and archaeologist and, if remains are determined to be pre-historic, the NAHC shall be consulted. Implementation of Mitigation Measures CUL 1 will ensure that impacts will be less than significant with mitigation incorporated.

**Mitigation Measure:**

**CUL-1:** If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (NPS 1983) should be contacted immediately to evaluate the find. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation and Native American consultation may be warranted to mitigate any adverse effects.

**c) Would the project disturb any human remains, including those interred outside of formal cemeteries?**

There are no known human remains buried in the Project vicinity. If human remains are unearthed during development, there is a potential for a significant impact. As such, implementation of Mitigation Measure CUL-2 will ensure that impacts remain less than significant with mitigation incorporated.

**Mitigation Measure:**

**CUL-2:** The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removaland nondestructive analysis of human remains and items associated with Native American burials

## VI. ENERGY

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | ☐ | ☐ | ☑ | ☐ |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

Energy conservation requires consideration of energy implications in project decisions, including a discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful and unnecessary consumption of energy resources. A project would be considered inefficient wasteful and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirement for additional capacity, or had a negative effect on peak and base period demands for electricity and other energy forms.

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 and 11) every three years as part of the California Code of Regulations. The City has adopted the 2022 California Building Code, including the 2022 Energy Efficiency Standards. The standards apply to new construction, additions and alterations to residential and nonresidential buildings and related to various energy efficiencies including but not limited to ventilation, air conditioning, and lighting.

Southern California Edison provides electrical service to the City of Lindsay and Southern California Gas (SoCalGas) Company provides natural gas services to the Project area.

**Discussion**

**a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

The Project proposes the construction of 50 single family residences that will result in additional energy consumption, as evaluated below.

Construction

During Project construction there would be an increase in energy consumption related to worker trips and operation of construction equipment. This energy consumption will be short-term and temporary. There are not unusual Project characteristics or construction processes that would require use of equipment that will be more energy intensive than used for comparable activities. Construction will include site preparation, building construction, paving and architectural coatings. The primary source of energy for construction will be diesel and gasoline.

All equipment shall conform to current emission standards and related fuel efficiencies including applicable California Ari Resources Board (CARB) regulations, California Code of Regulations (Title 13, Motor Vehicles) and

Title 24 standards. Compliance with these regulations would ensure that short-term, temporary construction activities do not result in wasteful, inefficient or unnecessary consumption of energy resources.

Operations

Project operation involves the heating, cooling, use of equipment, and vehicle trips. Operation of the 50 residential homes would be required to comply with energy efficiency standards as dictated by State and federal regulations including Tite 24 energy efficiency requirements and adopted energy efficient standards by the California Energy Commission.

Therefore, the Project is expected to comply with all energy efficiency standards and requirements and will have a less than significant impact.

**Mitigation Measures:** None Required

**b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**

See discussion above. The proposed Project will not conflict with or obstruct any State or local plans for renewable energy or energy efficiency. The Project will be designed to meet Title 24 and CALGreen requirements. Compliance with these standards will be enforced by the City of Lindsay Building Division, therefore there is no impact.

**Mitigation Measures**: None Required.

## VII. GEOLOGY AND SOILS

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | ☐ | ☐ | ☑ | ☐ |
| ii) Strong seismic ground shaking? | ☐ | ☐ | ☑ | ☐ |
| iii) Seismic-related ground failure, including liquefaction? | ☐ | ☐ | ☑ | ☐ |
| iv) Landslides? | ☐ | ☐ | ☐ | ☑ |
| b) Result in substantial soil erosion or the 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 direct and indirect risks to life or property? | ☐ | ☐ | ☑ | ☐ |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | ☐ | ☐ | ☐ | ☑ |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | ☐ | ☑ | ☐ | ☐ |

**<u>Environmental Setting</u>**

**Geologic Stability and Seismic Activity**

- **Seismicity**: Tulare County is considered to be a low to moderate earthquake hazard area. The San Andreas Fault is the longest and most significant fault zone in California and is approximately 40 miles west of the Tulare County Boundary. Owens Valley fault zone is the only active fault located within Tulare County. Section 5 of the 2017 Tulare Multi-Jurisdictional Local Hazard Mitigation Plan identifies the Project site as likely to experience low to moderate shaking from earthquakes and may experience higher levels if an earthquake were to occur in or near the County. Ground shaking can result in other geological impacts, including liquefaction, landslides, lateral spreading, subsidence, or collapse.

- **Liquefaction**: Liquefaction is a phenomenon whereby unconsolidated and/or near-saturated soils lose cohesion and are converted to a fluid state as a result of severe vibratory motion. The relatively rapid loss of soil shear strength during strong earthquake shaking results in temporary, fluid-like behavior of the soil, which can result in landslides and lateral spreading. No specific countywide assessment of liquefaction has been performed; however, the 2017 Tulare County Multi- Jurisdictional Local Hazard Mitigation Plan identifies the risk of liquefaction within the county as low because the soil types in the area either too coarse or too high in clay content to be suitablefor liquefaction.

- **Landslides**: Landslides refer to a wide variety of processes that result in the downward and outward movement of soil, rock, and vegetation under gravitational influence. Landslides can becaused by both natural and human-induced changes in slope stability and often accompany other natural hazard events, such as floods, wildfire, or earthquake. Eastern portions of the County are considered to be at a higher risk of landslides where steep slopes are present. However, the majority of the County, including the proposed Project site, is considered to be at low risk of landslides and mudslides because of its flat topography. The 2017 Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan states that occurrence of landslide events within populated areas of Tulare County is unlikely.

- **Subsidence**: Land Subsidence refers to the vertical sinking of land as a result of either manmade or natural underground voids. Subsidence has occurred throughout the Central Valley at differing rates since the 1920s as a result of groundwater, oil, and gas withdrawal. During drought years, Tulare County is prone to accelerated subsidence, with some areas sinking up to 28 feet. Although western portions of the County show signs of deep and shallow subsidence, the majority of the County, including the proposed Project site, is not considered to be at risk of subsidence related hazards.

**Discussion**

**a) Would the project directly or indirectly cause potential substantial adverse effects, including therisk of loss, injury, or death involving:**

**i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

There are no active faults mapped in the Project area according to the Tulare County Multi-Hazard Mitigation Plan. Further the Project is not located in an Alquist Priolo Earthquake Fault Zone. Although the Project is located in an area of relatively low seismic activity, the Project could be affected by ground shaking from nearby faults. Therefore impacts are less than significant.

**ii. Strong seismic ground shaking?**

According to the *Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan*, the Project site is located in an area of relatively low seismic activity. The proposed Project does not include any activities or components that could feasibly cause strong seismic ground shaking, either directly or indirectly. With implementation of Title 24 Building Requirements and local standards impacts would be considered less than significant.

**iii. Seismic-related ground failure, including liquefaction?**

No specific countywide assessment of liquefaction has been performed; however, the*Tulare County*

*Multi-Hazard Mitigation Plan* identifies the risk of liquefaction within the county as low because the soil types are unsuitable for liquefaction. With the implementation of Title 24 Building Code, impacts from liquefaction is considered less than significant.

**iv. Landslides?**

The proposed Project site is generally flat and there are no hill slopes in the area. As such, there is almost no potential for landslides, therefore there is no impact.

**Mitigation Measures**: None Required

**b) Would the project result in substantial soil erosion or the loss of topsoil?**

Development of the Project will require typical site preparation activities such as grading and trenching that will in the potential for short term soil disturbance or erosion impacts. Construction would also involve the use of water for dust control that may cause further soil disturbance. Those discharges are the regulated by the National Pollutant Discharge Elimination System (NPDES) permit process and will be addressed through compliance with the State Water Resources Control Board (SWRCB), which requires new development to implement measures to minimize soil erosion related to construction.

Construction-related impacts related to erosion will be temporary and subject to best management practices (BMPs) required by Stormwater Pollution Prevention Plan (SWPPP), which are developed to prevent significant impacts related to erosion from construction. Because impacts related to erosion would be temporary and limited to construction, and because required BMPs would prevent significant impacts related to erosion the impacts from the proposed Project will be less than significant.

**Mitigation Measures**: None Required

**c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateralspreading, subsidence, liquefaction or collapse?**

According to the NRCS, the soils associated with the Project site, Exeter Loam, are considered stable and have a low capacity for landslides, lateral spreading, subsidence, liquefaction or collapse. The Project does not involve a substantial grade change to the topography to the point that it would increase the risk of landslides, lateral spreading, subsidence, liquefaction or collapse. The proposed Project will comply with all City and State regulations pertaining to residential construction, including Title 24 building codes. Therefore, Impacts are considered less than significant.

**Mitigation Measures**: None Required

**d) Would the project be located on expansive soils, as defined in Table 18-1-B of the Uniform BuildingCode (1994), creating substantial direct or indirect risks to life or property?**

See Responses (c) and (a.-ii) Impacts are less than significant

**Mitigation Measures**: None Required

**e) Would the project 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 proposed Project will connect to the existing City wastewater infrastructure and would not require the use of septic tanks or alternative wastewater disposal systems, therefore there is no impact.

**Mitigation Measures**: None Required

**f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

The Project site does not have any known paleontological resources or unique geologic features. Nevertheless, there is some possibility that a buried site may exist in the area and be obscured by vegetation, fill, or other historical activities. ground-disturbing activities are done during construction, there is a potential impact related to damage to or destruction of previously undiscovered paleontological resources or unique geologic features. Implementation of GEO-1 requires work to stop and to contact a qualified paleontologist should construction uncover unknown fossil remains. GEO-1 would reduce potential impacts to less-than-significant level with mitigation incorporated.

**Mitigation Measures**:

**GEO-1** If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended, or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency.

## VIII. GREENHOUSE GAS EMISSIONS

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. | ☐ | ☐ | ☑ | ☐ |
| a) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

Greenhouse Gases (GHS) are any gases that absorb infrared radiation in the atmosphere and are different from the criteria pollutants discussed in Air Quality. The primary GHGs that are emitted into the atmosphere as a result of human activities are CO2, methane (CH4), nitrous oxide (N2O), and fluorinated gases.

**Regulatory Setting**

Statewide legislation, rules, and regulations have been adopted to reduce GHG emissions from significant sources. The California Air Resources Board (CARB) and Environmental Protection Agency (EPA) regulate Greenhouse Gas Emissions (GHG) in the State of California and the United States respectively. CARB's primary regulatory responsibility is within California for GHG emissions. California has adopted statewide legislation addressing various aspects of climate change and GHG emissions mitigation. The governor has also issued several executive orders related to climate change policies. Of particular importance is AB 32 and SB 32, which outline the state's GHG reduction goals and required the California Air Resources Board (CARB) to regulate sources of GHGs to meet a state goal of reducing GHG emissions to 1990 levels by 2020, 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050.

The San Joaquin Valley Air Pollution Control District (SJVPCD) has not adopted numeric thresholds to assess for the significant of GHG emission. Instead, the SJVPCD "Guidance for Valley Land Use Agencies in Addressing GHG Emission Impacts for new Projects under CEQA" states that projects that achieve a 29% GHG emission reduction compared to Business as Usual (BAU) would be determined to have a less than significant individual and cumulative impact for GHGs. The SJVAPCD recommends a tiered approach to establish the significance of the GHG impacts on the environment.

- If a project complies with an approved GHG emission reduction plan or GHG mitigation program which avoids or substantially reduces GHG emission with the geographic area in which the project is located, then the project would be determined to have a less than significant individual and cumulative impact for GHG emissions.
- If a project does not comply with an approved GHG emission reduction plan or mitigation program, then it would be required to implement Best Performance Standards (BPS).such as
    - Providing a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
    - Site design minimizes barriers to pedestrian access and interconnectivity.
    - Sidewalks along city streets to accommodate pedestrian traffic.
    - Trees will be planted in accordance with City requirements.

    - The applicant will be installing only electric appliances in residences.

- If a project is not implementing BPS, then it should demonstrate that it's GHG emissions would be reduced or mitigated by at least 29 percent compared to Business as Usual.

Projects implementing BPS in accordance with the SJVAPCD;s guidance would be determined to have a less than significant individual and cumulative impact on greenhouse gas emissions and would not require project specific quantification of greenhouse gas emission.

**Discussion**

**a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.**

**Construction:** Greenhouse gases would be generated during construction from activities including site demolition, site preparation, grading, building construction, application of architectural coatings, and paving. Construction is estimated to emit 53.1 metric tons (MT) per year, well below the threshold of 10,000 MT per year.

**Operation:** Implementation of the proposed project would result in long-term greenhouse gas emissions associated with area sources, such as natural gas consumption, landscaping, applications of architectural coatings, and consumer products, as well as mobile emissions.

As discussed above, project incorporating the appropriate BPS would not require quantification of specific greenhouse gas emissions and such project would be determined to have a less than significant individual and cumulative impact for greenhouse gas emissions. The project is proposing to utilize BPS strategies, including the following:

- Providing a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
- Site design minimizes barriers to pedestrian access and interconnectivity.
- Sidewalks along city streets to accommodate pedestrian traffic.
- Trees will be planted in accordance with City requirements.
- The applicant will be installing only electric appliances in residences.

The project will also use a combination of district approved measures and comply with existing State and Regional regulation that will reduce GHG emissions. The following regulations already in effect will assist in reducing the cumulative impacts associated with GHG emissions:

- Compliance with the 2022 California Building Code, including Title 24 requirements
- Compliance with the City of Lindsay water-efficient landscape standards
- Application of the SJVAPCD Indirect Source Rule 9510 to the project
- Compliance with City of Lindsay Municipal Code which requires street trees along public streets

Because the project is incorporating the above listed BPSs, the impact to GHG emissions are considered less than significant.

**Mitigation Measures**: None Required

**b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

California passed the California Global Warming Solutions Act of 2006 (AB 32), which requires that statewide greenhouse gas (GHG) emissions be reduced to 1990 levels by 2020. Subsequently, SB 375 requires MPOs to adopt a Sustainable Community Strategy (SCS) or Alternative Planning Strategy (APS) that will prescribe land use allocation in that MPO's regional transportation plan. The California Air Resources Board (CARB), in consultation with MPOs, has provided each affected region with reduction targets for GHGs emitted by passenger cars and light trucks in the region for the years 2020 and 2035. For the Tulare County Association of Governments (TCAG) region, CARB set targets at thirteen (13) percent per capita decrease in 2020 and a sixteen (16) percent per capita decrease in 2035 from a base year of 2005.

As required by California law, city and county General Plans contain a Land Use Element that details the types and quantities of land uses that the city or county estimates will be needed for future growth, and that designate locations for land uses to regulate growth. TCAG uses the growth projections and land use information in adopted general plans to estimate future average daily trips and then VMT, which are then provided to SJVAPCD to estimate future emissions in the Air Quality Plans (AQP).

The Project is consistent with the Lindsay 1989 General Plan Land Use Element Therefore, the Project is consistent with the growth assumptions used in the applicable AQP. Based on the assessment above, the Project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. Therefore, any Impacts would be less than significant.

**Mitigation Measures:** None Required

## IX. HAZARDS AND HAZARDOUS MATERIALS

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | ☐ | ☐ | ☑ | ☐ |
| 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 Section 65962.5 and, as a result, would it create a significant hazard or excessive noise 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) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☑ | ☐ |
| g) Expose people or structures, either directly or indirectly, to significant risk of loss, injury or death involving wildland fires? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

The project site is not located within two miles of a pubic airport. The nearest airport is located approximately 2.6 miles to the northwest, just outside the City of Exeter. The nearest school is located 0.86 miles from Roosevelt Elementary School to the east. A gas station is located approximately .35 miles to the west at the corner of Cedar Avenue and State Route 65.

The Department of Toxic Substances Control's (DTSC's) Envirostor database was used to identify any sites known to be associated with releases of hazardous materials or wastes within the project area, in accordance with Government Code Section 65962.5. No sites were identified in the DTSC research on the subject project.

**Discussion**

**a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

Project construction activities may involve the use, storage, and transport of hazardous materials. During construction, the contractor will use fuel trucks to refuel onsite equipment and may use paints and solvents to a limited degree. The storage, transport, and use of these materials will comply with Local, State, and Federal regulatory requirements. There is the potential for small leaks due to refueling of construction equipment, however standard construction BMPs included in the SWPPP will reduce the potential for the release of construction related fuels and other hazardous materials by controlling runoff from the Site and requiring proper disposal or recycling of hazardous materials. The impact is less than significant.

**Mitigation Measures**: None Required

**b) Would the project 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?**

There is no reasonably foreseeable condition or incident involving the Project that could result in release of hazardous materials into the environment, other than any potential accidental releases of standard fuels, solvents, or chemicals encountered during typical construction of a residential subdivision. Should an accidental hazardous release occur or should the Project encounter hazardous soils, existing regulations for handling hazardous materials require coordination with the California Department of Toxic Substances (DTSC) Control for an appropriate plan of action, which can include studies or testing to determine the nature and extent of contamination, as well as handling and proper disposal. In the unlikely event levels of pesticides or other residuals from previous land uses are found to be above threshold, the Project would be required to remediate actions including but not limited to the removal of contaminated soils that are replaced with clean fill prior to construction. Therefore, potential impacts are less than significant.

**Mitigation Measures**: None Required

**c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

The project is not located within one-quarter mile of an existing or proposed school. The project, as a typical residential use, is not anticipated to include a use that will involve the use or storage of hazardous substances other than small amounts of pesticides, fertilizers, and cleaning agents required for normal maintenance of residential structures and landscaping. The project would not emit hazardous emissions or involve the handling of acutely hazardous materials or waste, therefore, impacts would be less than significant.

**Mitigation Measures**: None Required

**d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

The project site is not listed as a hazardous materials site pursuant to Government Code Section 65962.5. The site is not included on a list compiled by DTSC, therefore there is no impact.

**Mitigation Measures**: None Required

**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 hazardor excessive noise for people residing or working in the project area?**

According to the Tulare County Comprehensive Airport Land Use Plan (2012, ALUCP), the proposed project is not located within a safety compatibility or airport protection zone and is not within two miles of a public airport. The closest airport is the Exeter airport located approximately 2.6 miles to the northwest. The proposed Project would not result in a safety hazard or excessive noise for people residing or working in the Project area, therefore there is no impact.

**Mitigation Measures**: None Required

**f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

The City's site plan review procedures, building permit and improvement plan check processes to ensure compliance with the Lindsay Safety Element and the Tulare County 2023 Local Hazard Mitigation Plan. The project will not interfere with any adopted emergency response and evacuation plans; therefore impacts would be less than significant.

**Mitigation Measures**: None Required

**g) Would the project expose people or structures, either directly or indirectly, to significant risk of loss, injury or death involving wildland fires?**

The land surrounding the project site is developed with urban uses and agricultural uses and is not considered to be wildlands or located within a fire hazard severity zone. According to available data from Cal Fire, the entire City of Lindsay, including the Project site, is within a Local Responsibility Area (LRA). The General Plan includes policies that would protect the Project and the community from fire dangers that would be followed during the construction and operation of the Project.

Construction activities and the Project operation are not expected to increase the risk of wildfires on and adjacent to the Project sites. The Project will comply with all applicable State and local standards as required by local fire codes. The proposed project would not expose people or structures to significant risk of loss, injury or death involving wildland fires, therefore there is no impact.

**Mitigation Measures:** None Required

## X. HYDROLOGY AND WATER QUALITY

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Violate any water quality standards or waste discharge requirements or otherwise sustainably degrade surface or ground water quality? | ☐ | ☐ | ☑ | ☐ |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | ☐ | ☐ | ☑ | ☐ |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would: | ☐ | ☐ | ☑ | ☐ |
| (i) result in substantial erosion or siltation on- or off-site? | ☐ | ☐ | ☑ | ☐ |
| (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite? | ☐ | ☐ | ☑ | ☐ |
| (iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | ☐ | ☐ | ☑ | ☐ |
| (iv) impede or redirect flood flows? | ☐ | ☐ | ☐ | ☑ |
| d) In flood hazard, tsunami, or seiche zones risk the release of pollutants due to project inundation? | ☐ | ☐ | ☑ | ☑ |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater movement plan? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

The project site is within the City Limits and as such, will be required to connect to water, wastewater and stormwater services. The City has reviewed the project to determine adequate capacity in these systems and to ensure compliance with any applicable connection or discharge requirements. The review of the project resulted in a determination that the project would not require or result in the location or construction of new or expanded facilities and as such, would not cause significant effects. The City water supply is from groundwater. The City is located within the Tulare Lake Hydrologic Region and is within the Kaweah Subbasin.

**Discussion**

**a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

As noted previously, because the Project site is greater than one acre in size, the developer will be required to prepare a SWPPP in compliance with the General Permit for Discharges of Storm Water Associated with Construction activity. The SWPPP will estimate the sediment risk associated with construction activities

and include best management practices (BMP) to control erosion. BMPs specific to erosion control, sediment, tracking and waste management controls. Implementation of the SWPPP minimizes the potential for the project to result in substantial erosion or loss of topsoil. These provisions minimize the potential for the project to violate any waste discharge requirements or otherwise substantially degrade surface or ground water quality.

The proposed Project will not discharge to any surface or groundwater source. As such, the project will not violate any water quality standards and will not impact waste discharge requirements, therefore impacts are determined to be less than significant.

**Mitigation Measures:** None Required

**b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management ofthe basin?**

The project is consistent with the General Plan designation of low density residential. The Lindsay 2020 Urban Water Management Plan (UWMP), approved in 2023 as required by Sustainable Groundwater Management Act (SGMA), had a targeted gallons per capita daily (GPCD) of 151 and an actual 2020 GPCD of 150. The United States Census estimated a household size of 3.44 persons per household for the City of Lindsay. Based on the project size of 50 single family homes, the estimated population increase would be 172 persons. Using the actual GPCS of 150, the anticipated water usage would be approximately 25,800 gallons per day, or 9,417,000 gallons per year. This is equal to 28.9 acre feet per year, which is approximately 1.36 percent of the 2030 dry year supply of 2.129 acre feet. The water demand from this Project would not result in a significant impact due to depleted groundwater resources or interference with groundwater recharge.

They project proponent has also agreed to the following, which will be part of the development agreement to further reduce impacts to water supply as follows:

1. Installation of artificial turf and low water plants in front yard landscaping.
2. One street tree to be provided for each interior lot, two for corner lots, one on each frontage. Species to be approved by the City.
3. Installation of up to 50% of the rear yard in artificial turf, if requested by the initial homeowner, as a purchase option.
4. As a standard feature, all homes will have recirculating hot water pumps.
5. All homes will be fitted with low flow toilets and showerheads and any other water conservation requirements contained in the current California Building Code.
6. There will not be any natural turf installed in the landscape lots along Tulare Road.
7. Enter into a development agreement to provide $1,500 per residence for City use to improve the City water system.

Therefore, since the proposed Project would not substantially decrease water supplies or interfere with groundwater recharge, the Project would have a less than significant impact on groundwater resources.

**Mitigation Measures:** None Required

**c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the**

**course of a stream or river or through the addition of impervious surfaces, in a manner, which would:**

**i. Result in substantial erosion or siltation on- or off-site?**

The proposed project includes the construction and operation of residential homes on formerly agricultural land. During construction, and in compliance with the Project's SWPPP, construction related erosion controls and BMPs would be implemented to reduce potential impact related to erosion and siltation. The BMPs would include, but are not limited to, covering and/or binding the soil surfaces to prevent soil from being detached and transported by water or wind and the use of barriers such as straw bales and sandbags to control sediment. The Project will increase impervious surface with the installation of paving of streets, concrete pads for homes and sidewalks. In order to adequately capture and discharge stormwater runoff, the Project will be conditioned to be constructed to City standards. Improvement plans will be reviewed by City staff for approval prior to construction. This review and approval will result in impacts that are less than significant.

**ii. Substantially increase the rate or amount of surface runoff in a manner which would resultin flooding on- or offsite?**

The Project site is relatively flat, and grading would be minimal and would not appreciably change because of grading activities. The Project would result in an increase in impervious surfaces that could significantly reduce the rate of percolation of stormwater at the site and would concentrate and accelerate surface runoff. However, as mentioned in Section (c)(i) above, to maintain stormwater on site, the Project includes a stormwater retention basin to facilitate all surface runoff generated by the Project's impervious surface, and would not result in surrounding properties being impacted by the Project's runoff. The Project will not result in the alteration to any stream or rivers. Therefore, the Project would have a less-than-significant impact.

**iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

Please see response (a) through (c)(ii), above. The Project will increase demand on the City storm drain system. Such increases may have the potential for significant environmental impacts but can be mitigated to a less than significant level by the construction of an on-site stormwater retention basin incorporating BMPs and sized to accommodate stormwater from the Project to handle stormwater runoff. The Project will be required to comply with all applicable State and City codes and regulations for stormwater drainage and runoff. No streams or rivers exist within the Project's vicinity that would result in substantial erosion or siltation on or offsite.

The Project would not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite, contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, nor provide additional sources of polluted runoff.

Upon compliance with the State and City standards for the construction of stormwater basins and best management practices to manage runoff impacts would be less than significant.

**iv. Impede or redirect flood flows?**

The proposed Project is not located within the 100-year or 500- year flood hazard zone as mapped by the Federal Emergency Management Agency (FEMA). Therefore, the proposed Project would not impede or redirect potential flood flows, and the proposed Project would have no impact.

**Mitigation Measures:** None Required

**d) Would the project, in flood hazard, tsunami, or seiche zones, risk the release of pollutants due to project inundation?**

The proposed Project is relatively flat, with little topography. It is not located in a flood hazard, tsunami or seiche zone. There are no rivers, reservoirs, ponds, lakes or other large bodies of water within or in the vicinity of the site. The closest damn is the Terminus Dam at Lake Kaweah, over 14 miles to the northeast. Since the Project is not located in an area that is susceptible to inundation, the Project would not risk release of pollutants due to Project inundation. As such, there is no impact.

**Mitigation Measures:** None Required

**e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?**

See also Section X (e) response. The City is a participant in the East Kaweah Groundwater Sustainability Agency (EKGSA) and a party to the East Kaweah Groundwater Sustainability Plan (EKGSP), still under review by the Department of Water Resources (DWR). The Project would be subject to the applicable water conservation and infrastructure development standards established by the EKGSA and EK GSP and City of Lindsay requirements. The EKGSA is working cooperatively with the other GSAs in the Kaweah Subbasin to manage the groundwater aquifer and reach sustainability by 2040. As part of those efforts, the agencies have agreed to manage groundwater extraction in a way that does not cause undesirable results.

The City has historically relied on a water supply from both groundwater and surface water. However, because of the unreliability of surface water supplies in recent years, the City is moving toward greater groundwater reliance. Groundwater reliance will require adherence to the EKGSP. The UWMP identified Demand Management Measures (DMM), including water waste prevention, water metering program implementation, conservation pricing, public education, system losses assessment and management, and other measures. The City has implemented recommended DMMs and continues to monitor their effectiveness. Implementation of the DMMs helps the City respond to water conservation needs.

The Project is relatively small, adding 50 single-family homes. The City has indicated that they can service the proposed Project. In addition, as required by Title 24 energy efficiency standards, the use of fixtures such as low flow toilets, faucets, drip irrigation and the use of native, drought resistant plants and use of artificial turf will reduce water demand.

Therefore, the Project would not 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. Therefore, impacts would be less than significant.

**Mitigation Measures:** None Required

## XI. LAND USE AND PLANNING

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Physically divide an established community? | ☐ | ☐ | ☐ | ☑ |
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

The proposed Project site is located within the northwestern edge of the Lindsay City limits. The site is currently designated for low density residential R-1-7, and proposes to rezone to R-1-5 zoning. The proposed Project includes a Planned Unit Development that will allow the proposed subdivision to meet the densities required in the General Plan.

**Discussion**

**a) Would the project physically divide an established community?**

The Project proposes the development of 50 low-density single family residences on approximately 9.1 acres of land that is surrounded predominantly by agriculture, with similar residential development to the east. The Project does not include a physical feature such as a highway or railroad, that would physically divide a community by eliminating access. As such, the Project would not act as a physical barrier within a community, therefore there is no impact.

**Mitigation Measures:** None Required

**b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

The Project's current zoning is R-1-7 and is designated Low Density Residential in the General Plan. The Project includes a change from the R-1-7 zone to R-1-5 zone with a Planned Unit Development (PUD) Overlay. The Low Density Residential designation is planned for a density of 1-8 dwelling units per acre. The Project will create 50 units on a 9.1 acre parcel, resulting in a density of 5.49 dwelling units per acre, which is consistent with the Land Use Element of the General Plan.

The proposed Project does not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. There is no impact.

**Mitigation Measures:** None Required

## XII. MINERAL RESOURCES

| **Would the project:** | Potentially Significant Impact | Less Than SignificantWith Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | ☐ | ☐ | ☐ | ☑ |
| 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 lands use plan? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

According to the Tulare County 2030 General Plan Environmental Impact Report, mineral resources in Tulare County are limited to sand and gravel and (to a lesser extent) minerals such as asbestos, copper, gold, iron and silver. Currently, there are four streams that have provided the main source of high quality sand and gravel in Tulare County, none of which are located in or close to the City. As such, there are no mineral resources located within or adjacent to the Project and there is no mineral extraction occurring on or adjacent to the proposed Project site.

**Discussion**

**a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

The Project site has no known mineral resources that would be of a value to the region and the residents of the state, therefore the proposed Project would not result in the loss of regionally or locally important mineral resources. Therefore, there is no impact.

**Mitigation Measures:** None Required

**b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other lands use plan?**

There are no known mineral resources of importance to the region and the Project site is not designated under the City's or County's General Plan as an important mineral resource recovery site, therefore there is no impact.

**Mitigation Measures:** None Required

## XIII. NOISE

| **Would the project result in:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Generation of a substantial temporary or permeant increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | ☐ | ☑ | ☐ | ☐ |
| b) Generation of excessive ground-borne vibration or groundborne noise levels? | ☐ | ☐ | ☑ | ☐ |
| c) For a project located within the vicinity of a private airstrip or, an airport land use plan or, where such a plan has not been adopted, within two miles of public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

Noise is often described as unwanted sound. Sound is the variation in air pressure that the human ear can detect. If the pressure variations occur at least 20 times per second, they can be detected by the human ear. The number of pressure variations per second is called the frequency of sound, and is expressed as cycles per second, called Hertz (Hz).

Ambient noise is the "background" noise of an environment. Ambient noise levels on the proposed Project site are primarily due to traffic and the railroad south and east of the Project. According to City staff, a train travels on the rail line very infrequently. Construction activities usually result in an increase in sound above ambient noise levels but are temporary.

The City Municipal Code Chapter 8.2 Noise Control contains standards for general noise and motor vehicle noise. Noise is general considered to exceed standards if it exceeds 50 A-weighted sound level (DBA) from 10:00 p.m. to 7:00 a.m. and 70 DBA from 7:00 a.m. to 10:00 p.m. Truck noise is limited to the noise levels as highlighted in Table 13.1 below:

**Table 13.1 Truck Noise Limits**

| Trucks Over 10,000 pounds | Trucks Less Than 10,000 pounds |
|---|---|
| 87 DBA at 50 feet | 80 DBA at 50 feet |
| 93 DBA at 25 feet | 86 DBA at 25 feet |

*Lindsay Municipal Code Chapter 8.2*

The closest noise sensitive receptors are the residents of the single-family residential properties to the east.

**Discussion**

**a) Would the project result in generation of a substantial temporary or permeant increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general planor noise ordinance, or applicable standards of other agencies?**

Project construction is anticipated to last approximately 24 months and will involve temporary noise sources from graders, tractors, trenchers and excavators. Construction noise will temporarily contribute to the noise environment of the homes to the east. There are no specific construction noise thresholds established by the City No demolition or pile-driving will occur during the construction phase of the Project Because noise generated from construction would be temporary, construction activities would comply with all measures established by the City to limit construction related noise impacts. However, to reduce noise impacts during construction, Mitigation Measure NSE-1 will ensure the temporary noise impacts from construction-related activities will be less than significant with mitigation measures incorporated.

Once fully constructed, the Project would not significantly increase traffic on local roadways. Residential activities could also increase ambient noise levels in the immediate Project vicinity. Activities that could be expected to generate noise include cars entering and exiting the development and mechanical systems related to heating, ventilation, and air conditioning systems located in residential buildings. Additionally, this noise would be similar to those generated by the nearby existing residential development and would not be of a level that exceeds thresholds. Therefore, these long term increases in ambient noise are considered less than significant and consistent with applicable standards.

**Mitigation Measures:**

NSE-1: During construction, the contractor shall implement the following measures:

4. All stationary construction equipment on the Project site shall be located so that noise-emitting objects or equipment face away from any potential sensitive receptors.
5. The construction contractor shall ensure that all construction equipment is equipped with manufacturer-approved mufflers and baffles. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
6. Construction activities shall take place during daylight hours, when feasible.

**b) Would the project result in generation of excessive ground-borne vibration or groundborne noise levels?**

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural. Table 13-2, below, shows the typical vibration levels produced by construction equipment.

**Table 13.2 Typical Vibration Levels for Various Construction Equipment**

| Type of Equipment | Peak Particle Velocity @ 25 feet (inches/second) | Peak Particle Velocity @ 100 feet (inches/second) |
|---|---|---|
| Large Bulldozer | 0.089 | 0.011 |
| Loaded Trucks | 0.076 | 0.010 |

| | | |
|---|---|---|
| Small Bulldozer | 0.003 | 0.000 |
| Auger/drill Rigs | 0.089 | 0.011 |
| Jackhammer | 0.035 | 0.004 |
| Vibratory Hammer | 0.070 | 0.009 |
| Vibratory Compactor/roller | 0.210 | 0.026 |

The primary vibration-generating activities associated with the proposed Project would occur when grading of the site is conducted, and when infrastructure such as utilities, and foundations are constructed. Operating cycles for the types of construction equipment used during construction may involve one or two minutes of full power operation followed by three or four minutes at lower power settings. Other primary sources of acoustical disturbance would be due to random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts). These estimations of noise levels take into account the distance to the receptor, attenuation from molecular absorption and anomalous excess attenuation.

The most significant source of groundborne vibrations during the Project's construction would occur from the use of vibratory compactors. Table 13-2, above, indicates that vibratory compactors would generate typical vibration levels of 0.210 inches per second at a distance of 25 feet. The threshold for architectural damage to buildings is 0.20 inches per second. While there are existing residences to the east of the proposed Project, vibratory compactors/rollers would be used only on a limited and interval basis during compaction, and would be moving throughout the site, instead of stationary or operated long-term in the same location to the extent it would damage buildings due to longer-term extended use. Therefore, this would be considered a less than significant impact.

**Mitigation Measures:** None Required

**c) For a project located within the vicinity of a private airstrip or, an airport land use plan or, where such a plan has not been adopted, within two miles of public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

See Section IX (e) response. The Project site is not located in an ALUCP hazard or safety zone and is not located within two miles of a public airport or public use airport, therefore there is no impact.

**Mitigation Measures:** None Required

## XIV. POPULATION AND HOUSING

| **Would the project:** | Potentially Significant Impact | Less than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Induce substantial unplanned population growth in an area, either directly (for example, by new homes and businesses) or indirectly (forexample, through extension of roads or other infrastructure)? | ☐ | ☐ | ☑ | ☐ |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

The United States Census Bureau estimated the population in the City to be 12,496 in 2023. This is a decrease from the 2020 census population of 12,649 residents.

**Discussion**

**a) Would the project induce substantial unplanned population growth in an area, either directly (for example by new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

The Project proposes to construct 50 new low-density single family residences on property that is zoned and intended for residential development. The United States 2020 Census states that the City's average household size is 3.44 persons. Based on this average household size, the anticipated population increase as a result of the proposed Project is 172 persons. This would be an increase of 1.4 percent beyond existing conditions. The construction of housing at this location would not be unplanned, as the City's General Plan designates the proposed Project site for residential development.

According to the City of Lindsay Housing Element, the City was allocated 590 units in the 2014-2023 Regional House Needs Assessment (RHNA) approved by the Tulare County Association of Governments (TCAG). According to the most recent Final Regional Housing Needs Plan (6$^{th}$ Cycle 2023-2031) adopted by TCAG, only 331 units have been built. The 6$^{th}$ Cycle RHNA allocates an additional 789 units to the City. The most recent Project approved by the Cityis a single family subdivision located north of Tulare Avenue, west of the railroad consisting of 145 lots. This subdivision has not yet been constructed.

The proposed Project is not unplanned, as the land was previously annexed into the City, and will assist the City in reaching its RHNA goal, therefore impacts are considered to be less than significant.

**Mitigation Measures:** None Required

**b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

The proposed Project site is undeveloped and does not involve the removal of housing or displacement

of people, therefore there is no impact.

**Mitigation Measures:** None Required

## XV. PUBLIC SERVICES

| **Would the Project:** | Potentially Significant Impact | Less than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) 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 serve ratios, response times of other performance objectives for any of the public services: | | | | |
| a. Fire protection? | ☐ | ☐ | ☑ | ☐ |
| b. Police protection? | ☐ | ☐ | ☑ | ☐ |
| c. Schools? | ☐ | ☐ | ☑ | ☐ |
| d. Parks? | ☐ | ☐ | ☑ | ☐ |
| e. Other public facilities? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

**Fire:** The Project site will be served by the Lindsay Fire Department.

**Police:** The Lindsay Police Department will provide law enforcement services to the proposed Project site.

**Schools:** The proposed Project site is located within the Lindsay Unified School District.

**Parks:** The closest park is located adjacent to the Lindsay Wellness Center and Skate Park.

**Discussion**

**a) Would the project result in substantial adverse physical impacts associated with the provision of newor 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 serve ratios, response times of other performance objectives for any of the public services:**

**a. Fire protection?**

The City of Lindsay Fire Department will provide fire protection services to the proposed development. The Fire station is located in the downtown area at 185 N. Gale Avenue, approximately 1.3 miles from the Project. The addition of 50 residential homes will increase the demand for fire protection services. The proposed Project will comply with Title 24 of the California Building Code and local development standards. An approved water supply system capable of supplying the required fire flow for fire protection purposes is to be installed by the Project. The establishment of gallons-per-minute requirements for fire flow shall be based on the Guide for Determination of Required Fire Flow, published by the State Insurance Service Office and the City's adopted Fire Code

Additionally, City staff stated that the area will be able to be serviced by the fire department and will not result in the need for new fire service facilities. Impacts to Fire services are less than significant.

**Mitigation Measures:** None Required

**b. Police protection?**

The Lindsay Police Department will provide services to the proposed development, and the Department is located at 185 N. Gale Hill Avenue. The Project will increase the demand for police protection services. However, the Project is located within the City limits and demand for services was evaluated when the property was annexed into the City. Therefore, impacts resulting from the proposed Project would be less than significant.

**Mitigation Measures:** None Required

**c. Schools?**

The proposed Project is within the Lindsay Unified School District. Since the proposed Project includes the addition of 50 single-family residential homes, the number of students in the school district will increase. The Project will pay school development impact fees to the school districts at the time of building permit issuance in compliance with Education Code Section 17620 and Government Code Section 65995 et. Seq.. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute and authorized by SB 50 are deemed is deemed "full and complete mitigation" therefore impact will be less than significant.

**Mitigation Measures:** None Required

**d. Parks?**

The addition of 50 new residential homes would result in more use at existing parks. The Project is located less than a mile to the Lindsay City Park and about a mile from the Olive Bowl park. The Project will also pay the park development impact fee of $650 per dwelling unit, to reduce impacts of residential development to the City's park system. Since the Project would contribute its fair share to parks facilities through payment of in-lieu fees, the impact is less than significant.

**Mitigation Measures:** None Required

**e. Other public facilities?**

Project implementation could increase the demand for other public services, such as government building, community centers, libraries, and hospitals. Increased demand as a result of the continued implementation of the Project could result in development or expansion of public facilities. The proposed Project is within the land use and growth Projections identified in the City's General Plan and planned for growth in other infrastructure studies. As new or expanded public service facilities become necessary, construction or expansion projects would be subject to their own separate CEQA review in order to identify and mitigate any potential environmental impacts. As a result, the Project would have a less than significant impact resulting from the construction or expansion of other public facilities.

**Mitigation Measures:** None Required

## XVI. PARKS AND RECREATION

| **Would the project:** | Potentially Significant Impact | Less than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| 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? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

The Project is located less than a mile from the Lindsay City Park and about a mile from the Olive Bowl park. The Kiwanis Paw Park is also within a mile of the Project.

**Discussion**

**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?**

Although the proposed Project includes uses that would increase the use of park and recreation facilities in the area, payment of Park Impact Fees will address impacts associated with maintenance and upkeep of park and recreation facilities result from increased use and will not result in the substantial physical deterioration of existing parks or recreational facilities.. Therefore, the impact is less than significant.

**Mitigation Measures:** None Required

**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 does not include any recreational facilities, therefore there will be no impact.

**Mitigation Measures:** None Required

## XVII. TRANSPORTATION

| **Would the project:** | Potentially Significant Impact | Less than SignificantWith Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Conflict with a program plan, ordinance orpolicy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? | ☐ | ☐ | ☐ | ☑ |
| b) Conflict or be inconsistent with the CEQA guidelines Section 15064.3, Subdivision (B)? | ☐ | ☐ | ☑ | ☐ |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves ordangerous intersections) or incompatible uses (e.g., farm equipment)? | ☐ | ☐ | ☐ | ☑ |
| d) Result in inadequate emergency access? | ☐ | ☐ | ☐ | ☑ |

**Environmental Setting**

Many agencies use screening thresholds to evaluate transportation impact using Vehicle Miles Traveled (VMT) to quickly identify when a Project should be expected to cause a less-than-significant impact without conducting a detailed study. Office of Planning and Research's (OPR) Technical Advisory on Evaluation of Transportation Impacts suggests that VMT analysis is not needed for the following project types:

1. Projects that generate fewer than 110 trips per day
2. Projects within a ½ mile of an existing major transit stop or an existing stop along a high-quality transit corridor.
3. Affordable housing projects in infill locations
4. Locally serving retail
5. Transit projects, bike projects, pedestrian enhancements, livability enhancements, and street safety improvement projects.
6. Map-based screening – Residential and office projects can be considered to result in less- than-significant impacts on VMT if they are located within low VMT areas on a map or maps generated for cities or regions using VMT data modeling.

In these cases, Project-generated VMT is presumed to be a less-than-significant impact under CEQA and no further detailed VMT analysis is needed.

**Vehicular Access:** Vehicular access to the Project is available from Tulare Road to Oak Avenue, both existing streets, as well as interior streets to the development. The Project has been designed to provide connection to future development to the west and south, as it occurs. Tulare Road is identified in the City General Plan as an arterial street.

**Pedestrian and Cyclist Connectivity**: The Project will install an eight foot sidewalks along Oak Avenue and five foot sidewalks along interior residential streets in accordance with City development standards.

**Transit**

Tulare County Area Transit (TCAT) operates transit that provides services to the City of Lindsay and the Tulare

County area. TCAT Route 60 provides a loop service that has four stops in the City of Lindsay, including a stop at the Lindsay Wellness Center which is located less than one-half mile walking distance from the proposed Project. The service provides connections that would allow a rider to allow access to the cities of Tulare, Visalia and Porterville.

In the absence of VMT thresholds adopted by the City, the County of Tulare's SB 743 Guidelines were utilized for the following analysis. The County of Tulare's Guidelines identity the proposed Project in Traffic Analysis Zone (TAZ) 2725, which has an average VMT per capita of 13.31 miles. The proposed Project is considered a typical project within the TAZ and would be expected to have the same VMT per capita. A project that has a VMT equal to or greater than the TAZ is assumed to have a significant transportation impact prior to mitigation. The Tulare County SB 743 Guidelines include guidance to screen projects using the Office of Planning and Research Technical Advisory for assessing VMT impacts. The County of Tulare's SB 743 Guidelines state that a small project generating less than 500 trips per day would result in impacts that are less than significant and would not require a detailed VMT analysis.

Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual of 9.64 trips per unit, the Average Daily Trips (ADT) were calculated to be 482 ADT.

**Discussion**

**a) Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?**

The Project consists of the construction of 50 low-density residential units as well as on- site circulation-related infrastructure improvements, including new local residential streets. The proposed Project would include frontage improvements, including an eight foot sidewalk on Oak Avenue and paving that includes the east side of the street. The street pavement would be a significant improvement to pedestrian and vehicle accessibility over existing conditions. Any congestion during construction would be temporary. All improvements, including those related to transit, roadway, bicycle, and pedestrian facilities, are subject to City review and approval to ensure compliance with all plans, ordinances, and policies related to circulation. The proposed Project will not conflict with the City's circulation plan and standards. Therefore, there is no impact.

**Mitigation Measures:** None Required

**b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision(b)?**

The proposed Project was evaluated in accordance with the CEQA Guidelines Section 15064.3, OPR Technical Advisory on Evaluation of Transportation Impacts, and the County of Tulare SB 743 Guidelines. The proposed Project will generate 482 ADT, which is identified as a small project below the threshold of 500 ADT. As such, the Project would not require a detailed VMT analysis and is considered to have impacts to that are less than significant.

**Mitigation Measures:** None Required

**c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

The Project will be designed to meet current standards and safety regulations. All intersections will be constructed to comply with the City regulations and design and safety standards of Chapter 33 of the California Building Code and the guidelines of Title 24 to create safe and accessible roadways.

Vehicles exiting the subdivision will be provided with a clear view of the roadway without obstructions. Landscaping associated with the entry driveways could impede such views if improperly installed. Specific circulation patterns and roadway designs will incorporate all applicable safety measures to ensure that hazardous design features or inadequate emergency access to the site or other areas surrounding the Project area would not occur. There would be no impact.

**Mitigation Measures:** None Required

**d) Would the project result in inadequate emergency access?**

State and City fire codes establish standards by which emergency access may be determined. The proposed Project would have to provide adequate unobstructed space for fire trucks to turn around. The proposed Project site would have adequate internal circulation capacity, including entrance and exit routes to provide adequate unobstructed space for fire trucks and other emergency vehicles to gain access and to turn around. The proposed Project would not inhibit the ability of local roadways to continue to accommodate emergency response and evacuation activities. Emergency access to the site will be from Oak Avenue. Two access points provide emergency access consistent with City standards, which have been reviewed by the City's Fire Department. Therefore, there is no impact.

**Mitigation Measures:** None Required

## XVIII. TRIBAL CULTURAL RESOURCES

| **Would the project:**<br>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically definedin terms of the size and scope of the landscape, sacred place, or object with cultural value to aCalifornia Native American tribe, and that is: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Listed or eligible for listing in the California Register of Historical Resources, or in alocal register of historical resources as defined in Public Resources Code section 5020.1(k), or | ☐ | ☑ | ☐ | ☐ |
| b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | ☐ | ☑ | ☐ | ☐ |

**Environmental Setting**

A Tribal Cultural Resource (TCR) is defined under Public Resources Code Section 21074 as a site, place, cultural landscape that is geographically defined in terms of size and scope, sacred place and object with cultural value to a California Native American tribe that are either included and that is listed or eligible for inclusion in the California Register of Historic Resources or in a local register of historical resources, or if the City of Lindsay, acting as the Lead Agency, supported by substantial evidence, chooses at its discretion to treat the resource as a TCR.

**Definitions**

- **Historical Resources**: Historical resources are defined by CEQA as resources that are listed in or eligible for the California Register of Historical Resources, resources that are listed in a local historical resource register, or resources that are otherwise determined to be historical under California Public Resources Code Section 21084.1 or California Code of Regulations Section 15064.5. Under these definitions Historical Resources can include archaeological resources, Tribal cultural resources, and Paleontological Resources.

- **Archaeological Resources:** As stated above, archaeological resources may be considered historical resources. If they do not meet the qualifications under the California Public Resources Code 21084.1 or California Code of Regulations Section 15064.5, they are instead determined to be "unique" as defined by the CEQA Statute Section 21083.2. A unique archaeological resource isan artifact, object, or site that: (1) contains information (for which there is a demonstrable public interest) needed to answer important scientific research questions; (2) has a special and particular quality, such as being the oldest of its type or the best available example of its type; or (3) is directly associated with a

scientifically recognized important prehistoric or historic event or person.

- **Tribal Cultural Resource (TCR):** Tribal Cultural Resources can include site features, places, cultural landscapes, sacred places, or objects, which are of cultural value to a Tribe. It is either listed on or eligible for the CA Historic Register or a local historic register, or determined by the lead agency to be treated as TCR.

**Discussion**

**Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

**a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or**

See also Section V, a-c. The City sent to the tribes listed on the notification list received from the Native American Heritage Commission on April 5, 2024. To date, no response has been received.

The Project would not cause a substantial adverse change in the significance of a tribal cultural resource, nor is it listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources. Based on the results of the records search, no previously recorded tribal cultural resources are located within the Project site. Although no historical resources were identified, the presence of human remains or unanticipated cultural resources under the ground surface is possible. Implementation of Mitigation Measures CUL-1 and CUL-2 will ensure that impacts will be less than significant.

**Mitigation Measures:** Implementation of CUL-1 and CUL-2

**b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

The lead agency has not determined there to be any known cultural resource on the Project site that would meet the criteria in subdivision (c) of Public Resources Code Section 5024.1 therefore there is no impact. If a resource is discovered, the implementation of Mitigation Measures CUL-1 and CUL-2, previously listed under Cultural Resources will ensure that any impacts will be less than significant.

**Mitigation Measures:** Implementation of CUL-1 and CUL-2

## XIX. UTILITIES AND SERVICE SYSTEMS

| **Would the project:** | Potentially Significant Impact | Less Than SignificantWith Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relation of which could cause significant environmental effects? | ☐ | ☐ | ☑ | ☐ |
| b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | ☐ | ☐ | ☑ | ☐ |
| c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | ☐ | ☐ | ☑ | ☐ |
| d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | ☐ | ☐ | ☑ | ☐ |
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | ☐ | ☐ | ☑ | ☐ |

**Environmental Setting**

The City utilities and service systems include wastewater treatment, storm water drainage facilities, water supply, and solid waste disposal.

**Discussion**

**a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relation of which could cause significant environmental effects?**

The proposed Project would result in new water services. The City provides both water, wastewater and stormwater services to the community. The Project site is located within the service territory of the City's wastewater treatment plant and the City Services Department regularly monitors the waste discharge to meet City requirements. The proposed Project does not include a change in land use designation that would result in a significant increase or change in water, wastewater and stormwater services than planned.

Southern California Edison (SCE) provides electric service to the City. SCE currently has power lines adjacent to the proposed Project. Natural gas service is primarily provided by the Southern California Gas Company. There are three major companies that provide communications services: AT&T, Sprint, and Verizon. Comcast is the primary cable television and internet provider in Tulare County. With the Project, new service for all utilities will be constructed into the proposed subdivision.

It is not anticipated that implementation of the proposed Project would result in increased demand for any utility services beyond the planned conditions. There is a less than significant impact.

**Mitigation Measures:** None Required

**b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

See also Section X (b) and (e). The City currently uses water from the Friant-Kern Canal as the primary source of water for the City. The City also pumps groundwater from two wells located west of the City that pull from underground aquifers and are primarily used to satisfy peak demands, low system pressures and during times when surface water is not available from the Friant-Kern Canal. The City has received allocations from the U. S. Bureau of Reclamation to ensure adequate water supply to the City.

Based on the project size of 50 single family homes, the estimated population increase would be 172 persons. Using the actual GPCS of 150, the anticipated water usage would be approximately 25,800 gallons per day, or 9,417,000 gallons per year. This is equal to 28.9 acre feet per year, which is approximately 1.36 percent of the 2030 dry year supply of 2.129 acre feet

The Project will be designed to reduce water use by limiting high water use landscaping, by installing artificial turf in all front yards and offering artificial turf in rear yards. The City has determined that it will have sufficient supply to serve the proposed Project and as such the proposed Project will have a less than significant impact.

**Mitigation Measures:** None Required

**c) Would the project result in a determination by the wastewater treatment provider which serves ormay serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Wastewater generated by the Project would be collected and treated at the City's domestic Wastewater Treatment Facilities (WWTF). Although the proposed Project will increase in wastewater generation due to the addition of 50 residential units, City staff has determined that the wastewater produced would not exceed the City's WWTF capacity, therefore, the impact is less than significant.

**Mitigation Measures:** None Required

**d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

Solid waste disposal services are provided to the City by Mid Valley Disposal, a private company, to provide refuse services. Refuse from both municipal and commercial haulers is sorted at the facility to recover

recyclable materials, including wood/green waste processed for compost, ferrous/metallic items, plastic and glass, newspaper, scrap paper, junk mail, magazines, paperboard, and cardboard. Mid Valley Disposal operates a Material Recover Facility (MRF) and a Transfer Station (TS) as an enterprise function, with all revenue coming from solid waste disposal fees and the sale of recovered recyclable materials and compost.

***Construction***

Non-hazardous construction refuse and solid waste would be collected and recycled or disposed of in a KWRA facility (City of Hanford, 2017). Any hazardous waste generated during construction would be disposed of at an approved location. The solid waste generated by construction activities is not expected to exceed the capacity of the landfill. Additionally, the construction period for the project is expected to be up to 24 months, and the landfill that would serve the project would be in operation during the construction period.

***Operation***

The Project would produce waste that would be collected and disposed of at the local landfill by a licensed waste hauler. Workers would generate small amounts of typical household refuse during maintenance visits. Some refuse will be sent for recycling as a part of the City's recycling efforts.

In compliance with federal, State, and local statutes and regulations related to solid waste, the Project would dispose of all waste generated onsite at an approved solid waste facility. The Project does not conflict with federal, State, or local regulations related to solid waste.

Cities generally measure their progress on waste reduction and reuse with a measurement called the "diversion rate." Lindsay's diversion rate is 51 percent, which is about the Statewide average. This level also meets the 51 percent required rate under State law since 2007. The proposed Project would be served by a landfill with the sufficient permitted capacity to accommodate the Project's solid waste disposal needs in compliance with federal, State, and local statutes and regulations related to solid waste. Therefore, the Project would have a less-than-significant impact.

**Mitigation Measures:** None Required

**e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?**

See d. above. The proposed Project would generate solid waste during construction and operation, thus requiring the consideration of waste reduction and recycling measures. The 1989 California Integrated Waste Management Act (AB 939) requires the City to attain specific waste diversion goals. This proposed Project conforms to all applicable statutes and regulations related to solid waste disposal. The proposed Project will comply with the adopted policies related to solid waste, and will comply with all applicable federal, State, and local statutes and regulations pertaining to disposal of solid waste, including recycling. Therefore, the proposed Project would result in a less-than-significant impact.

**Mitigation Measures:** None Required

## XX. WILDFIRE

| **If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☑ | ☐ |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | ☐ | ☐ | ☑ | ☐ |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | ☐ | ☐ | ☑ | ☐ |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | ☐ | ☐ | ☑ | ☐ |

**Regulatory Setting**

a), b), c), d): See response in Section IX (g)

According to the Lindsay 2020 Safety Element, the City is not located in a State Responsibility Area or classified as a Fire Hazard Severity Zone. As such wildfire risk to the project will be considered less than significant.

The Project includes the development of infrastructure (water, sewer, electrical power lines, and storm drainage) required to support the proposed residential uses. The Project site is surrounded by existing and future urban development. The Project would be constructed in accordance with all local and State regulations regarding power lines and other related infrastructure, as well as fire suppression requirements. Therefore, the Project would not exacerbate fire risk or result in temporary or ongoing environmental impacts, and impacts would be less than significant.

**Mitigation Measures:** None Required

## XXI. MANDATORY FINDINGS OF SIGNIFICANCE

| **Would the project:** | Potentially Significant Impact | Less Than Significant With Mitigation Incorporation | Less than Significant Impact | No Impact |
|---|---|---|---|---|
| b) Does the project have the potential substantially to degrade the quality of the environment, substantially reduce the habitat ofa fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | ☐ | ☑ | ☐ | ☐ |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | ☐ | ☑ | ☐ | ☐ |
| c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? | ☐ | ☑ | ☐ | ☐ |

**Discussion**

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?**

The analysis of environmental issues that indicate that the proposed Project is not expected to have substantial impact on the environment or on any biological or cultural resources identified in the Initial Study. Mitigation measures BIO-1 through BIO-3, and CUL-1 and CUL-2 have been incorporated to reduce potential impacts to sensitive biological species and to cultural resources, respectively. Implementing these mitigation measures will ensure impacts are less than significant.

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

CEQA Guidelines Section 15064(h) states that a Lead Agency shall consider whether the cumulative impact of a Project is significant and whether the effects of the Project are cumulatively considerable. The significance of the cumulative effects of a Project must, therefore, be assessed in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable.

As described in the impact analyses in Sections 3.4.1 through 3.4.20 of this IS/MND, any potentially significant impacts of the proposed Project would be reduced to a less-than-significant level following the incorporation of the mitigation measures BIO-1 though BIO-3 on biological resources, CUL-1 and CUL-2 on cultural and tribal resources, GEO-1 on paleontological resources, and NSE-1 on noise impacts. The proposed Project would not otherwise combine with impacts of related development to add considerably to any cumulative impacts in the region. With mitigation, the proposed Project would not have impacts that are individually limited but cumulatively considerable. Therefore, the Project would have a less-than-cumulatively-considerable impact with mitigation incorporated

The proposed Project would not contribute substantially to adverse cumulative conditions or create any substantial indirect impacts (i.e., increase in population could lead to an increased need for housing, increase in traffic, air pollutants, etc). Impacts would be less than significant.

**c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

The Initial Study analysis indicates that the project is not expected to have substantial impact on human beings, either directly or indirectly. Mitigation measures have been incorporated in the Biological Resources, Cultural Resources, Cultural Tribal Resources to reduce potential impacts.

As such, implementation will not cause direct or indirect substantial adverse effects on human beings, impacts are less than significant.

**Mitigation Measures**

**BIO-1 (Swainson's Hawk).** If feasible, project construction shall occur entirely outside the Swainson's hawk nesting season, typically defined as March 1- September 15.

If construction activities must occur between March 1 and September 15, prior to initial ground disturbance or building permits, a qualified Biologist shall conduct Swainson's hawk nesting surveys on-site and within a 0.5-mile radius of the project site to determine whether nests are present and if so, occupied. Occupancy shall be determined through observation of all accessible areas, including from public roads or other publicly accessible observation areas of Swainson's hawk activity (e.g., foraging) on and near the project site. If ground disturbance occurs outside the nesting season, no further action is required.

A qualified Biologist shall follow the survey protocol outlined in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*, which recommends surveys according to the following survey periods:

6. January–March 20: Conduct one survey total.

7. March 20–April 5: Conduct three surveys total. Surveys shall be conducted between sunrise to 10:00 a.m. and/or 4:00 p.m. to sunset.

8. April 5–April 20: Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:30 p.m. to sunset.

9. April 21–June 10: Initiating surveys are not recommended. Monitoring of known nest sites only.

10. June 10–July 30: (post-fledging) Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:00 p.m. to sunset.

Pre-construction surveys shall be completed for at least the two survey periods immediately prior to the subject ground-disturbing activities being initiated, with the latest survey no more than 10 days prior to the start of the subject ground-disturbing A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**BIO-2 (Swainson's Hawk).** If nests are located and determined to be occupied, minimization measures must be implemented by the relevant applicant in connection with a specific individual development application, and construction monitoring conducted as follows:

4. Construction activities shall be prohibited within 600 feet of an active and occupied Swainson's hawk nest or within 600 feet of nests under construction to prevent nest abandonment unless a smaller buffer is approved pursuant to subsection (2) below. This incorporates the maximum avoidance buffer size stated in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*.
5. If site-specific conditions or the nature of the construction activity (e.g., other nearby development, limited activities) indicate that a smaller buffer, or no buffer at all, could be used, the project developer may seek approval from the qualified Biologist who, in coordination with the CDFW, shall determine the appropriate buffer size, which, once approved, shall govern.
6. No tree containing an active Swainson's hawk nest shall be removed.

   A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

   If (i) no nests are located or (ii) if nests are located and determined not to be occupied, then no minimization measures shall need to be implemented and no further mitigation under MM BIO-2 shall be required.

**BIO-3 (Nesting Birds and Raptors).** If feasible, all construction activities shall take place between September 1 and January 31.

If construction activities must be completed during the February 1-August 31 avian nesting season, then within 14 days prior to the start of any ground disturbance activities, a qualified biologist shall conduct preconstruction surveys for active bird nests. The survey area shall encompass the project site and surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors.

If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet, and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of

young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.

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

A copy of the survey results shall be submitted to the lead agency as evidence of compliance.

**CUL-1:** If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (NPS 1983) should be contacted immediately to evaluate the find. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation and Native American consultation may be warranted to mitigate any adverse effects.

**CUL-2:** The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

**GEO-1** If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources.

If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended, or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency

**NSE-1:** During construction, the contractor shall implement the following measures:

1. The construction contractor shall ensure that all construction equipment is equipped with manufacturer-approved mufflers and baffles.

2. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.

3. Construction activities shall take place during daylight hours, when feasible.

# LIST OF PREPARERS

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Natalie Neff, Staff Ecologist

**Taylored Archaeology**

Consuelo Sauls, Archaeologist

# PERSONS AND AGENCIES CONSULTED

**City of Lindsay**

Armondo DeSilva, Interim City Manager

Neyba Amezcua, City Engineer

Kira Stowell, Planner

## MITIGATION MONITORING AND REPORTING PROGRAM

As required by Public Resources Code Section 21081.6, subd. (a)(1), a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the project in order to monitor the implementation of the mitigation measures that have been adopted for the project. This Mitigation Monitoring and Reporting Program (MMRP) has been created based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Hidden Oak Subdivision proposed by Quest Equity LLC in the City of Lindsay.

The first column of the table identifies the mitigation measure. The second column names the party responsible for carrying out the required action. The third column, "Timing of Mitigation Measure" identifies the time the mitigation measure should be initiated. The fourth column, "Responsible Party forMonitoring," names the party ensuring that the mitigation measure is implemented. The last column willbe used by the City of Lindsay to ensure that the individual mitigation measures have been monitored.

Plan check and verification of mitigation compliance shall be the responsibility of the City of Lindsay.

# Mitigation Monitoring and Reporting Program

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | **Aesthetics** | | | | |
| | No Mitigation required. | | | | |
| | **Agriculture and Forest Resources** | | | | |
| | No Mitigation required. | | | | |
| | **Air Quality** | | | | |
| | No Mitigation required. | | | | |
| | **Biological Resources** | | | | |
| **#1** | **BIO-1 (Swainson's Hawk).** If feasible, project construction shall occur entirely outside the Swainson's hawk nesting season, typically defined as March 1- September 15.<br><br>If construction activities must occur between March 1 and September 15, prior to initial ground disturbance or building permits, a qualified Biologist shall conduct Swainson's hawk nesting surveys on-site and within a 0.5-mile radius of the project site to determine whether nests are present and if so, occupied. Occupancy shall be determined through observation of all accessible areas, including from public roads or other publicly accessible observation areas of Swainson's hawk activity (e.g., foraging) on and near the project site. If ground disturbance occurs outside the nesting season, no further action is required.<br><br>A qualified Biologist shall follow the survey protocol outlined in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*, which recommends surveys according to the following survey periods: | Prior to initial ground disturbance or building permits if construction is initiated during nesting season (March 1 -September 15).<br><br>**Steps to Compliance:**<br>A. A qualified biologist shall be responsible for the pre-construction survey(s) and the submission of the survey results to the Lead Agency.<br>B. Lead Agency shall verify compliance. | Lead Agency, Qualified Biologist | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | 1. January–March 20: Conduct one survey total.<br><br>2. March 20–April 5: Conduct three surveys total. Surveys shall be conducted between sunrise to 10:00 a.m. and/or 4:00 p.m. to sunset.<br><br>3. April 5–April 20: Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:30 p.m. to sunset.<br><br>4. April 21–June 10: Initiating surveys are not recommended. Monitoring of known nest sites only.<br><br>5. June 10–July 30: (post-fledging) Conduct three surveys total. Surveys shall be conducted between sunrise to 12:00 p.m. and/or 4:00 p.m. to sunset.<br><br>Pre-construction surveys shall be completed for at least the two survey periods immediately prior to the subject ground-disturbing activities being initiated, with the latest survey no more than 10 days prior to the start of the subject ground-disturbing. A copy of the survey results shall be submitted to the lead agency as evidence of compliance. | | | | |
| **#2** | **BIO-2 (Swainson's Hawk).** If nests are located and determined to be occupied, minimization measures must be implemented by the relevant applicant in connection with a specific individual development application, and construction monitoring conducted as follows:<br><br>1. Construction activities shall be prohibited within 600 feet of | During construction activities | Lead Agency, Project operators, contractors | | |
| | | **Steps to Compliance:** | | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | an active and occupied Swainson's hawk nest or within 600 feet of nests under construction to prevent nest abandonment unless a smaller buffer is approved pursuant to subsection (2) below. This incorporates the maximum avoidance buffer size stated in the *California Department of Fish and Wildlife (CDFW) Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*.<br>2. If site-specific conditions or the nature of the construction activity (e.g., other nearby development, limited activities) indicate that a smaller buffer, or no buffer at all, could be used, the project developer may seek approval from the qualified Biologist who, in coordination with the CDFW, shall determine the appropriate buffer size, which, once approved, shall govern.<br>3. No tree containing an active Swainson's hawk nest shall be removed.<br><br>A copy of the survey results shall be submitted to the lead agency as evidence of compliance.<br><br>If (i) no nests are located or (ii) if nests are located and determined not to be occupied, then no minimization measures shall need to be implemented and no further mitigation under MM BIO-2 shall be required. | A. The mitigation measures listed are to be followed while Project is implemented if nests are located and determined to be occupied.<br>B. A copy of the survey results shall be submitted to the Lead Agency.<br>C. Lead Agency shall verify compliance. | | | |
| **#3** | **BIO-3 (Nesting Birds and Raptors).** If feasible, all construction activities shall take place between September 1 and January 31. | Within 14 days prior to the start of any ground-disturbing activities | Lead Agency, Qualified Biologist | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | If construction activities must be completed during the February 1-August 31 avian nesting season, then within 14 days prior to the start of any ground disturbance activities, a qualified biologist shall conduct preconstruction surveys for active bird nests. The survey area shall encompass the project site and surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors.<br><br>If nesting birds are identified during the survey, active raptor nests shall be avoided by 500 feet, and all other migratory bird nests shall be avoided by 250 feet. Avoidance buffers may be reduced if a qualified on-site monitor determines that encroachment into the buffer area is not affecting nest building, the rearing of young, or otherwise affecting the breeding behaviors of the resident birds. Because nesting birds can establish new nests or produce a second or even third clutch at any time during the nesting season, nesting bird surveys shall be repeated every 30 days as construction activities are occurring throughout the nesting season.<br><br>No construction or earth-moving activity shall occur within a non-disturbance buffer until it is determined by a qualified biologist that the young have fledged (left the nest) and have attained sufficient flight skills to avoid Project construction areas. Once the migratory birds or raptors have completed nesting, and the young have fledged, disturbance buffers will no longer be needed and may be removed, and monitoring may cease.<br><br>A copy of the survey results shall be submitted to the lead agency as evidence of compliance. | during avian nesting season (February 1-August 31).<br><br>**Steps to Compliance:**<br>A. A preconstruction survey for bid nests shall be conducted within 14 days prior to the start of construction.<br>B. If nesting birds are found during the survey, an avoidance buffer may be required, with the avoidance buffer from any specific nests being determined by the qualified biologist.<br>C. A nesting bird survey shall be repeated every 30 days as construction activities are occurring throughout the nesting season.<br>D. Work is to continue under approval and guidance of qualified biologist.<br>E. A copy of the survey results shall be submitted to the Lead Agency.<br>F. Lead Agency shall verify compliance. | | | |
| | **Cultural Resources** | | | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| **#7** | **CUL-1:** If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (NPS 1983) should be contacted immediately to evaluate the find. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation and Native American consultation may be warranted to mitigate any adverse effects. | During ground-disturbing activities | Lead Agency, Project proponent/ Contractor | | |
| | | **Steps to Compliance:**<br>A. If necessary, work shall cease and the project proponent shall retain a qualified archaeologist to assess finds and recommended procedure.<br>B. The qualified cultural resources specialist shall assess the significance of the find and determine next steps.<br>C. The Lead Agency shall verify compliance. | | | |
| **#8** | **CUL-2:** The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. | During construction and ground-disturbing activities | Lead Agency, Project proponent/ Contractor | | |
| | | **Steps to Compliance:**<br>A. If necessary, work shall cease and the project proponent shall retain a qualified archaeologist to assess finds and recommended procedure.<br>B. The qualified cultural resources specialist shall assess the significance of the find and determine next steps.<br>C. The Lead Agency shall verify compliance. | | | |
| | **Energy** | | | | |
| | No Mitigation required. | | | | |
| | **Geology and Soils** | | | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| **#8** | **GEO-1:** If any paleontological resources are encountered during ground-disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist, as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources (2010), can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or another appropriate facility regarding any discoveries of paleontological resources.<br><br>If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource, additional investigations and fossil recovery may be required to mitigate adverse impacts from Project implementation. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, they shall be avoided to ensure no adverse effects, or such effects must be mitigated. Construction in that area shall not resume until the resource-appropriate measures are recommended, or the materials are determined to be less than significant. If the resource is significant and fossil recovery is the identified form of treatment, then the fossil shall be deposited in an accredited and permanent scientific institution. Copies of all correspondence and reports shall be submitted to the Lead Agency. | During ground disturbance activities | Lead Agency, Project proponent/ Contractor | | |
| | | **Steps to Compliance:**<br>A. In the event that paleontological resources are encountered during ground disturbance activities, all work within 100 feet shall halt.<br>B. If required, the project proponent shall contact the qualified paleontologist to assess the find.<br>C. The operator shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement.<br>D. The Lead Agency shall verify compliance with the mitigation measure. | | | |
| | **Greenhouse Gas Emissions** | | | | |
| | No Mitigation required. | | | | |

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | **Hazardous Materials** | | | | |
| | No Mitigation required. | | | | |
| | **Hydrology and Water Quality** | | | | |
| | No Mitigation required. | | | | |
| | **Land Use and Planning** | | | | |
| | No Mitigation required. | | | | |
| | **Mineral Resources** | | | | |
| | No Mitigation required. | | | | |
| | **Noise** | | | | |
| **#10** | **NSE-1:** During construction, the contractor shall implement the following measures:<br>1. All stationary construction equipment on the Project site shall be located so that noise-emitting objects or equipment face away from any potential sensitive receptors.<br>2. The construction contractor shall ensure that all construction equipment is equipped with manufacturer-approved mufflers and baffles. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.<br>3. Construction activities shall take place during daylight hours, when feasible. | During construction activities | Lead Agency, Project proponent/ Contractor | | |
| | | **Steps to Compliance:**<br>A. The Project proponent and contractors shall implement the listed mitigation measures.<br>B. The Lead Agency shall verify compliance. | | | |
| | **Population and Housing** | | | | |
| | No Mitigation required. | | | | |
| | **Public Services** | | | | |
| | No Mitigation required. | | | | |
| | **Recreation** | | | | |

# Mitigation Monitoring and Reporting Program

| Mitigation Monitoring Program | | | | | |
|---|---|---|---|---|---|
| **Impact** | **Mitigation Measure** | **Time Frame for Implementation** | **Responsible Monitoring Agency** | **Date** | **Initials** |
| | No Mitigation required. | | | | |
| | **Traffic and Transportation** | | | | |
| | No Mitigation required. | | | | |
| | **Tribal Cultural Resources** | | | | |
| | Implement Mitigation Measures MM CUL-1 and MM CUL-2. | | | | |
| | **Utilities and Service Systems** | | | | |
| | No Mitigation required. | | | | |
| | **Wildfire** | | | | |
| | No Mitigation required. | | | | |

**Supporting Information and Sources**


1. City of Lindsay General Plan
2. City of Lindsay Zoning Ordinance
3. California Farmland Mapping and Monitoring Program
4. SJVAPCD Regulations and Guidelines
5. California Air Resources Board's (CARB's) Air Quality and Land Use Handbook
6. Guidance for Land Use Agencies in Addressing Greenhouse Gas Emission Impacts for New Projects Under CEQA
7. California Air Resources Board's (CARB's) Air Quality and Land Use Handbook
8. California Natural Diversity Database (CNDDB)
9. Flood Insurance Rate Maps
10. California Air Resources Board's (CARB's) Air Quality and Land Use Handbook
11. California Building Code (2022)
12. Lindsay 2020 Urban Water Management Plan
13. California Energy Commission. 2019 Building Energy Efficiency Standards.
14. Department of Toxic Substance Control Envirostar
15. California Stormwater Pollution Prevention Program (SWPPP)
16. US Census (2020)
17. County of Tulare SB 743 Guidelines
18. County of Tulare 2023 Local Hazard Mitigation Plan
19. California Environmental Quality Act CEQA Guidelines

# Appendix A

# Biological Evaluation

# BIOLOGICAL EVALUATION
# HIDDEN OAKS SUBDIVISION
# LINDSAY, CA

By:

**LIVE OAK ASSOCIATES, INC.**

Austin Pearson, Vice President
Natalie Neff, Staff Ecologist

For:

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January 18, 2024 Project No. 2841-01

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## TABLE OF CONTENTS

# 1.0 INTRODUCTION

Live Oak Associates, Inc. (LOA) conducted a biological study of a proposed residential subdivision ("project") in Tulare County, California, and evaluated the project's potential impacts to biological resources within the context of the National Environmental Policy Act (NEPA). The project will be developed on a 9-acre property ("project site"), immediately within the northwestern limits of the City of Lindsay (Figure 1). The project site may be found on the *Lindsay* U.S. Geological Survey (U.S.G.S.) 7.5-minute quadrangle in Section 1 of Township 20 south, Range 26 east. (Figure 2).

## 1.1 PROJECT DESCRIPTION

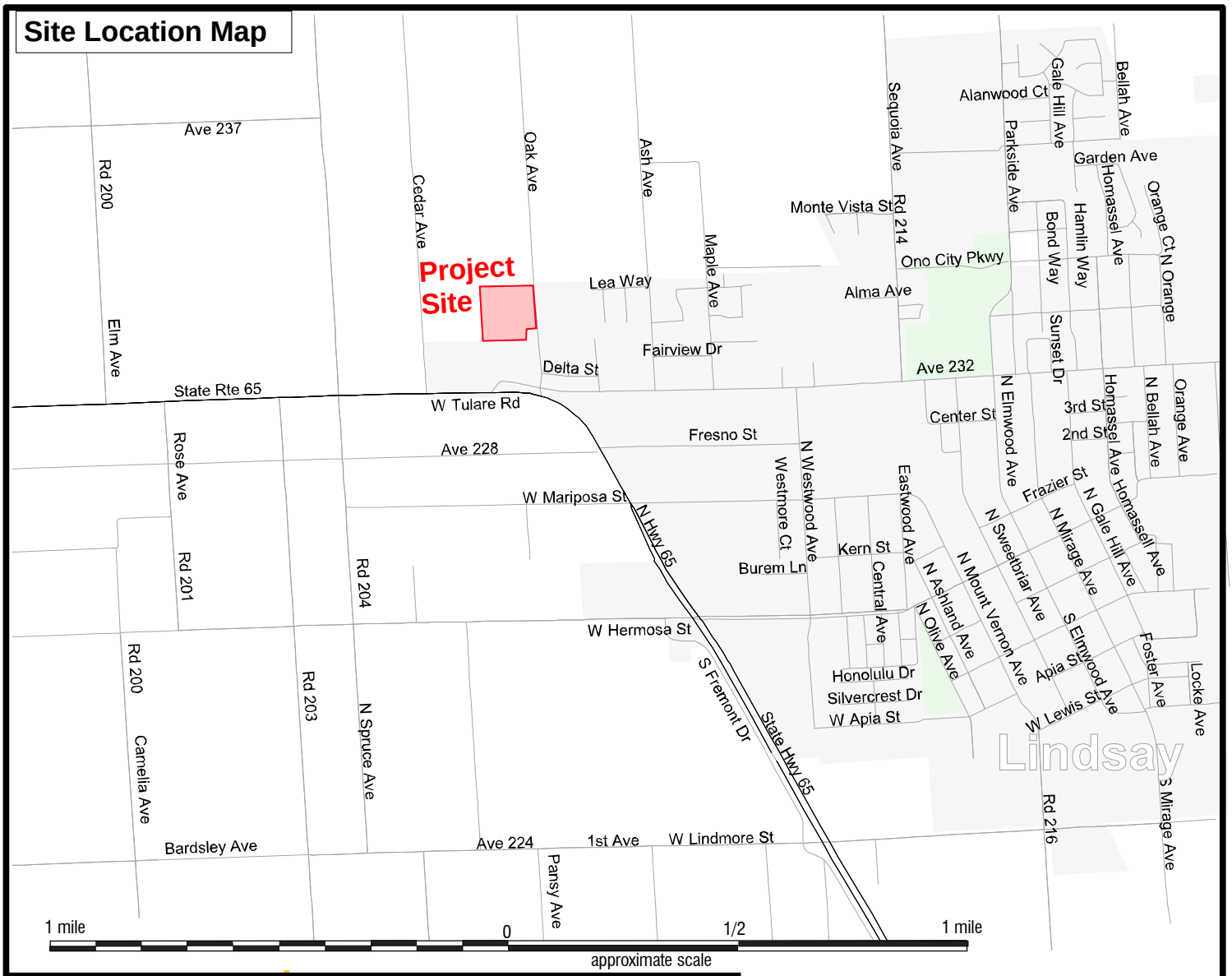
The project is the development of a 50-lot, single-family residential subdivision. It includes home construction and various other improvements including installation of utility infrastructure and construction of new residential streets.

## 1.2 REPORT OBJECTIVES

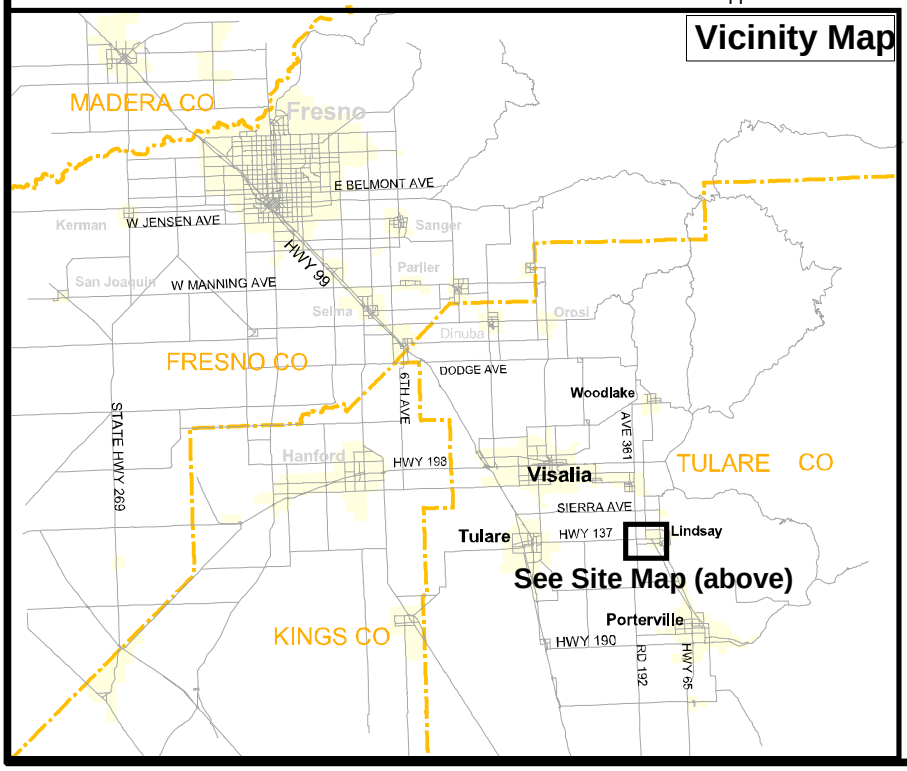
As we understand it, the project will receive federal funding and therefore must undergo environmental review pursuant to NEPA. NEPA requires federal agencies to evaluate the environmental effects of their proposed actions, including the disbursement of funds, prior to undertaking these actions. This report evaluates the project's potential impacts to biological resources from the standpoint of NEPA and other applicable laws. As such, its objectives are to:

- Characterize the site's existing biological resources, including biotic habitats, flora and fauna, soils, and aquatic resources
- Evaluate the site's potential to support sensitive resources such as special status species, sensitive natural communities, and jurisdictional waters
- Summarize all natural resource protection laws that may be relevant to project implementation
- Identify and discuss potential project-related impacts to biological resources within the context of NEPA and other natural resource protection laws

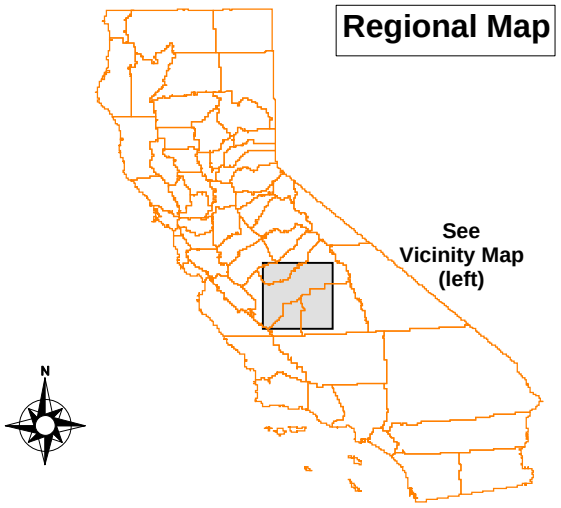
## Site Location Map




## Vicinity Map




## Regional Map

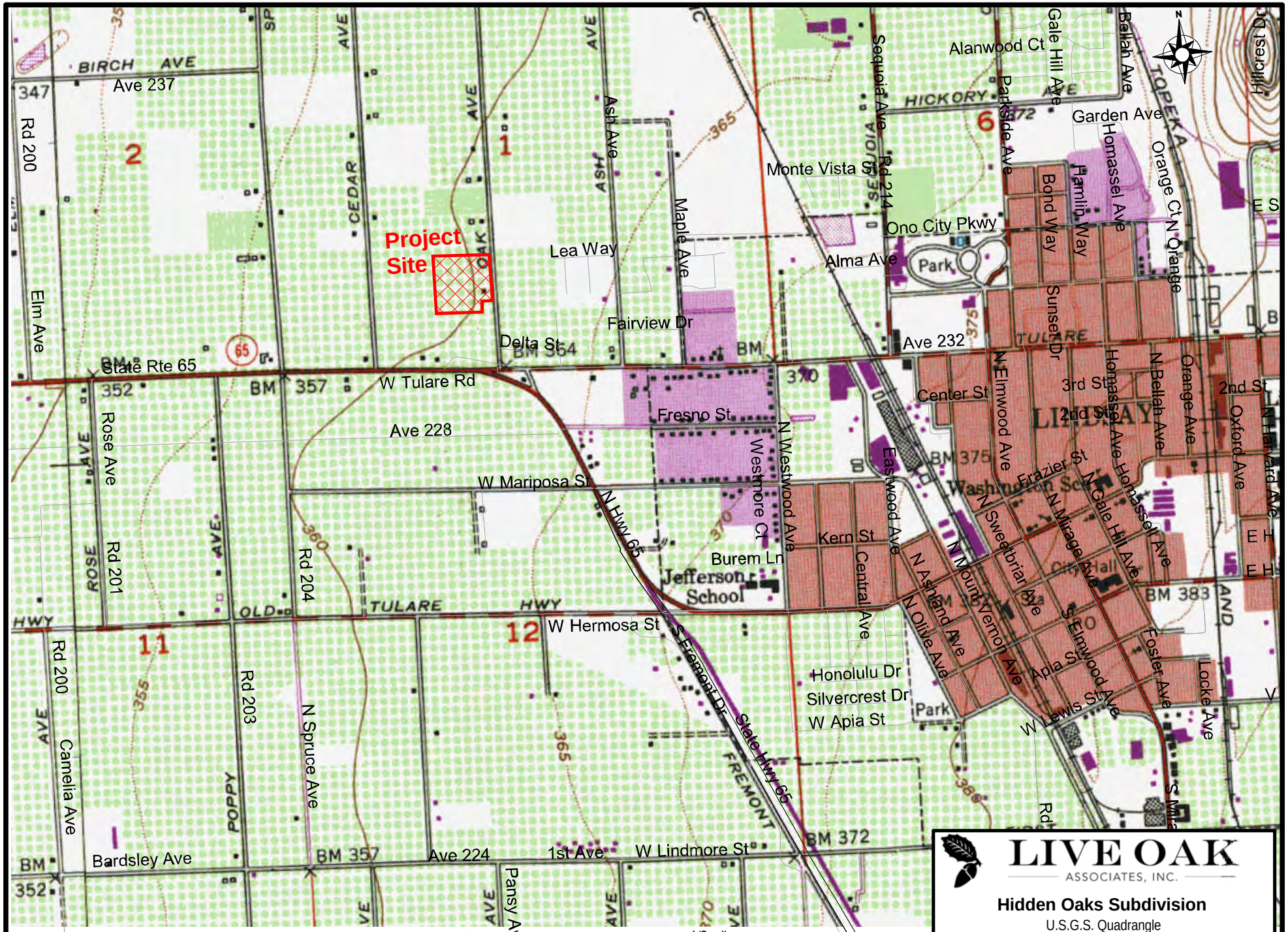



LIVE OAK ASSOCIATES, INC.

**Hidden Oaks Subdivision**

Vicinity Map

| Date | Project # | Figure # |
|---|---|---|
| 1/2/2024 | 2841-01 | 1 |




From USGS
Lindsay 7.5' Quadrangle 1969

LIVE OAK
ASSOCIATES, INC.

**Hidden Oaks Subdivision**

U.S.G.S. Quadrangle

| Date | Project # | Figure # |
|---|---|---|
| **1/2/2024** | **2841-01** | **2** |

- Identify avoidance and mitigation measures that would reduce the magnitude of project-related impacts in a manner consistent with NEPA and species-specific guidelines
- Make effect determinations pursuant to Section 7 of the federal Endangered Species Act for listed species with the potential to occur in the project vicinity.

## 1.3 STUDY METHODOLOGY

A reconnaissance-level field survey of the project site was conducted on December 21, 2023 by LOA ecologist Natalie Neff. The survey consisted of walking through the site while identifying its principal land uses, biotic habitats, flora, and fauna, and assessing its potential to support special status species and other sensitive resources. The survey did not include a formal aquatic resources delineation or focused surveys for special status species. The survey was sufficient to assess the significance of possible biological impacts associated with project implementation, and to assess the need for more detailed studies that could be warranted if sensitive resources were identified in this initial survey.

LOA conducted an analysis of potential project impacts based on the known and potential biotic resources of the project site. Sources of information used for this analysis included the Information for Planning and Consultation (IPaC) system (USFWS 2023), California Natural Diversity Data Base (CDFW 2023), *Online Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2023), and manuals, reports, and references related to plants and animals of the project vicinity.

# 2.0 EXISTING CONDITIONS

## 2.1 REGIONAL SETTING

The project site is located in the Tulare Basin, which itself lies in the southeastern portion of the San Joaquin Valley. The San Joaquin Valley is bordered to the east by the Sierra Nevada, to the south by the Transverse Range, to the west by the Inner Coast Ranges, and to the north by the Sacramento-San Joaquin Delta.

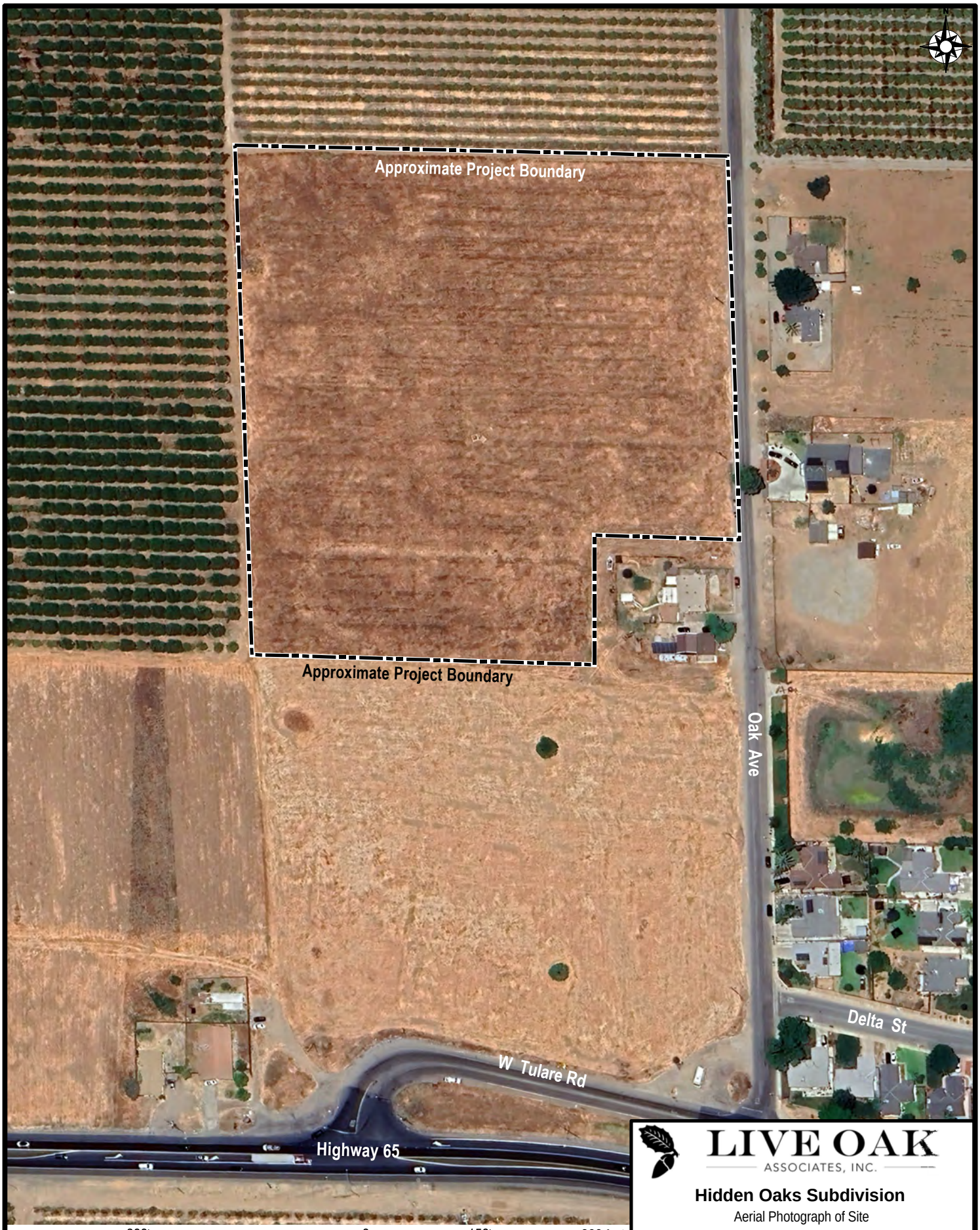
The San Joaquin Valley has a Mediterranean climate. Warm dry summers are followed by cool moist winters. Summer temperatures commonly exceed 100 degrees Fahrenheit, and the relative humidity is generally very low. Winter temperatures rarely rise much above 70 degrees Fahrenheit, and daytime high temperatures are often below 60 degrees Fahrenheit. Annual precipitation in the project vicinity is about 13 inches, almost 85% of which falls between the months of November and April in the form of rain.

The principal water feature of the region is the Friant-Kern Canal, which runs north to south and is approximately 2.3 miles northeast of the project site at its closest point. The 151.8-mile-long canal transports water from the San Joaquin River at Friant Dam to the Kern River in Bakersfield. The canal redistributes water from central to southern California, annually delivering water to more than 1 million acres of farmland and to over 250,000 San Joaquin Valley residents.

The project site is situated within the outskirts of the City of Lindsay where urban land use transitions to agriculture. It is bordered to the east by Oak Avenue, two residential properties and a fallow field, to the south by a fallow field, and to the west and north by orange orchards. See Figure 3 on the following page for an aerial view of the project site and surrounding lands.

## 2.2 PROJECT SITE

At the time of LOA's biological survey, the project site consisted of a fallow field. The site's topography is flat, with an average elevation of 367 feet above sea level.




Aerial Photograph
Courtesy of Google Earth 6/2023

300' 0 150' 300 feet
approximate scale

LIVE OAK
ASSOCIATES, INC.

**Hidden Oaks Subdivision**

Aerial Photograph of Site

| Date | Project # | Figure # |
|---|---|---|
| **1/2/2024** | **2841-01** | **3** |

The site contains one soil mapping unit: Exeter loam, 0-2 percent slopes (NRCS 2023). This soil complex is not considered hydric, meaning it does not have the propensity to pond water and support the growth of wetland vegetation (NRCS 2011).

Lists of the vascular plant species observed within the project site and the terrestrial vertebrates using, or potentially using, the site are provided in Appendices A and B, respectively. Representative photographs are presented in Appendix C.

## 2.3 BIOTIC HABITATS

A single biotic habitat / land use was identified within the project site at the time of the survey: ruderal field. Analysis of aerial imagery indicates that the field is the former site of an orchard, with the trees having been removed sometime between 2006 and 2009. Since then, it appears to have been left fallow, with occasional disking and/or mowing for weed control.

At the time of the survey, the field supported non-native grasses and forbs including wild oats (*Avena fatua*), prickly lettuce (*Lactuca serriola*), common cheeseweed (*Malva parviflora*), and black mustard (*Brassica nigra*), among others. Household refuse, tree stumps, and debris piles were scattered along the margins of the field.

The project site's ruderal field is likely to be used by a number of common wildlife species. Reptiles that could occur here include the side-blotched lizard (*Uta stansburiana*) and Pacific gopher snake (*Pituophis catenifer catenifer*). Brewer's blackbirds (*Euphagus cyanocephalus*), American crows (*Corvus brachyrhynchos*) and American pipits (*Anthus rubescens*) may forage in the field from time to time, as could open country raptors such as the red-tailed hawk (*Buteo jamaicensis*) and American kestrel (*Falco sparverius*). Ground nesting avian species such as the killdeer (*Charadrius vociferus*) and mourning dove (*Zenaida macroura*) could nest in the field.

Small mammal use of the site's ruderal field may include the Botta's pocket gopher (*Thomomys bottae*), deer mouse (*Peromyscus maniculatus*), and California ground squirrel (*Otospermophilus beecheyi*). Several California ground squirrel burrows were found on the edges of the project site where debris and tree stumps protected the area from disking. Coyotes (*Canis latrans*) and raccoons (*Procyon lotor*) may utilize and pass through the site on occasion, and various bats may forage over the site.

## 2.4 SPECIAL STATUS PLANTS AND ANIMALS

Many species of plants and animals within the state of California have low populations, limited distributions, or both. Such species may be considered "rare" and are vulnerable to extirpation as the state's human population grows and the habitats these species occupy are converted to agricultural and residential uses. As described more fully in Section 3.2, state and federal laws have provided the CDFW and the U.S. Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting the diversity of plant and animal species native to the state. A sizable number of native plants and animals have been formally designated as threatened or endangered under state and federal endangered species legislation. Others have been designated as "candidates" for such listing. Still others have been designated as "species of special concern" by the CDFW. The California Native Plant Society (CNPS) has developed its own set of lists (i.e., California Rare Plant Ranks, or CRPR) of native plants considered rare, threatened, or endangered (CNPS 2023). Collectively, these plants and animals are referred to as "special status species."

The California Natural Diversity Data Base (CNDDB) was queried for special status plant and animal occurrences in the nine USGS 7.5-minute quadrangles containing and surrounding the project site: *Exeter, Rocky Hill, Chickencoop Canyon, Cairns Corner, Lindsay, Frazier Valley, Woodville, Porterville,* and *Success Dam.* A number of special status plants and animals were returned in the query and are summarized below in Table 1. Sources of information for this table included *California's Wildlife, Volumes I, II, and III* (Zeiner et. al 1988-1990), *California Natural Diversity Data Base* (CDFW 2023), *The Jepson Manual: Vascular Plants of California, second edition* (Baldwin et al 2012), the *California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2023), *Calflora.org,* and *eBird.org*.

**TABLE 1. LIST OF SPECIAL STATUS SPECIES POTENTIALLY OCCURRING IN THE PROJECT VICINITY**

**PLANTS**

***Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act***

| Species | Status | Habitat/Range | *Occurrence within the Project Site |
|---|---|---|---|
| Kaweah Brodiaea (*Brodiaea insignis*) | CE, CRPR 1B.2 | Found on grassy, south-facing to west-facing slopes in blue oak woodland habitat, where it grows in association with heavy clay soils over a granitic substrate. It is typically found between 800 and 1,600 feet in elevation, although several occurrences in the Middle Fork Tule River drainage are as high as 2,500 feet. Blooms April-June. | **Absent.** The project site lies outside of this species' elevational range and suitable habitat is absent. |
| Springville Clarkia (*Clarkia springvillensis*) | FT, CE, CRPR 1B.2 | Found on granitic soils in sunny locations including the uphill slope of roadbanks, small decomposing granite domes, and openings in blue oak woodland or chaparral habitat, typically between 1,220 and 3,000 feet in elevation. Blooms May-July. | **Absent.** The project site lies outside of this species' elevational range and suitable habitat is absent. |
| Striped Adobe-Lily (*Fritillaria striata*) | CT, CRPR 1B.1 | Occurs in heavy clay soils of cismontane woodland and valley and foothill grassland between 450 and 3,000 feet in elevation. Blooms February-April. | **Absent.** The project site lies outside of this species' elevational range and suitable habitat is absent. |
| San Joaquin Woollythreads (*Monolopia congdonii*) | FE, CRPR 1B.2 | Found in sandy or silty soils within chenopod scrub and grassland habitats. Although this species is known from elevations up to 2,600 feet in Santa Barbara and San Luis Obispo Counties, its upper elevation limit in the San Joaquin Valley and surrounding hills is approximately 850 feet (ESRP 2022). Blooms February-May. | **Absent.** Suitable habitat for this species is absent from the project site. |
| San Joaquin Adobe Sunburst (*Pseudobahia peirsonii*) | FT, CE, CRPR 1B.1 | Occurs in foothill grasslands in heavy clay soils of the Porterville and Centerville series, between 300 and 2,625 ft. in elevation. Blooms March-April. | **Absent.** This species was generally mapped to Lindsay in 1928 but that population has since been extirpated and no habitat remains in the vicinity (CDFW 2023). Moreover, the site lacks suitable habitat and soils for this species. |
| Keck's Checkerbloom (*Sidalcea keckii*) | FE, CRPR 1B.1 | Found in grasslands and grassy openings in blue oak woodland habitats up to 2,100 feet in elevation. Found in association with gabbro or serpentine-derived, clay soils. Blooms April-May. | **Absent.** Suitable habitat and soils for this species are absent from the project site. |

**TABLE 1. LIST OF SPECIAL STATUS SPECIES POTENTIALLY OCCURRING IN THE PROJECT VICINITY**

**PLANTS (cont'd)**

***CNPS-listed Species***

| Species | Status | Habitat | *Occurrence within the Project Site |
|---|---|---|---|
| Earlimart Orache (*Atriplex cordulata* var. *erecticaulis*) | CRPR 1B.2 | Occurs in alkaline soils of valley and foothill grasslands between 230 and 395 ft. in elevation. Blooms August-September. | **Absent.** Suitable habitat and soils for this species are absent from the project site. |
| Lesser Saltscale (*Atriplex minuscula*) | CRPR 1B.1 | Occurs in woodlands and grasslands of the San Joaquin Valley; alkaline/sandy soils; blooms May-October; elevation 50-660 ft. | **Absent.** Suitable habitat and soils for this species are absent from the project site. |
| Subtle Orache (*Atriplex subtilis*) | CRPR 1B.2 | Occurs in grasslands of the San Joaquin Valley; blooms August-October; elevation 130-330 ft. | **Absent.** The project site is situated above this species' elevational distribution and suitable habitat is absent. |
| Recurved Larkspur (*Delphinium recurvatum*) | CRPR 1B.2 | Occurs in alkaline soils of cismontane woodland and valley and foothill grasslands in elevations between 100 and 2,000 feet. Blooms March-June. | **Absent.** Suitable habitat and soils for this species are absent. |
| Calico Monkeyflower (*Diplacus pictus*) | CRPR 1B.2 | Occurs around granitic outcrops or gooseberry shrubs in broadleaf upland forest and cismontane woodland in granitic soils between 330 and 4270 ft. in elevation. May occur in disturbed areas. Blooms March-May. | **Absent.** This species was generally mapped to Lindsay in 1921; however, decades of agricultural and urban use have since rendered the area unsuitable. The project site itself lacks suitable habitat and soils for this species. |
| Spiny-sepaled Button Celery (*Eryngium spinosepalum*) | CRPR 1B.2 | Found in vernal pools, swales and valley and foothill grasslands at the eastern edge of the San Joaquin Valley and in the Tulare Basin; elevation between 330 and 840 ft. Blooms April to May. | **Absent.** Suitable habitat for this species is absent from the project site. |
| Alkali-Sink Goldfields (*Lasthenia chrysantha*) | CRPR 1B.1 | Occurs in valley grassland, alkali sink, wetland riparian areas less than 330 ft. in elevation in the southern Sacramento Valley and San Joaquin Valley. Blooms February – June. | **Absent.** Suitable habitat for this species is absent from the project site. |
| Madera Leptosiphon (*Leptosiphon serrulatus*) | CRPR 1B.2 | Occurs in openings in cismontane woodland between 980 and 1,400 ft. in elevation. Blooms April-May. | **Absent**. The project site is situated below this species' elevational distribution and suitable habitat is absent. |
| Shining Navarretia *(Navarretia nigelliformis ssp. radians)* | CRPR 1B.2 | Occurs in cismontane woodland, vernal pools, and valley and foothill woodland. Elevations 200-3,300 feet. Blooms May to July. | **Absent.** Suitable habitat for this species is absent from the project site. |
| California Alkali Grass (*Puccinellia simplex*) | CRPR 1B.2 | Occurs in alkali sinks and flats within grassland and chenopod scrub habitats of the Central Valley, San Francisco Bay area and western Mojave Desert; elevations below 3,000 feet. Blooms March-May. | **Absent.** Suitable habitat and soils for this species are absent from the project site. |
| Chaparral Ragwort (*Senecio aphanactis*) | CRPR 2B | Drying alkaline flats in coastal scrub, chaparral, and cismontane woodland habitats at elevations up to 2,800 feet. Blooms Jan. – April. | **Absent**. Suitable habitat and soils for this species are absent from the project site. |

## TABLE 1. LIST OF SPECIAL STATUS SPECIES POTENTIALLY OCCURRING IN THE PROJECT VICINITY

**ANIMALS**

***Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act***

| Species | Status | Habitat | *Occurrence within the Project Site |
|---|---|---|---|
| Vernal Pool Fairy Shrimp (*Branchinecta lynchi*) | FT | Primarily found in vernal pools of California's Central Valley. | **Absent**. Vernal pools are absent from the site and adjacent lands. |
| Crotch Bumble Bee (*Bombus crotchii*) | CCE | Once common in the Central Valley, this species is now absent from most of it, particularly in the central portion of its historic range. Where present, it is associated with open grassland and scrub habitats, where it relies on food plants of the *Asclepias, Chaenactis, Lupinus, Medicago, Phacelia,* and *Salvia* genera (Williams et al. 2014). | **Unlikely.** The site's habitats may be marginally suitable for the Crotch bumble bee, but this species is now generally thought to be absent from the valley floor.. |
| Monarch Butterfly (*Danaus plexippus*) | FC | Overwinters in coastal California and Baja California and breeds throughout California in the spring and summer along its annual migration north and east. The adult monarch lays its eggs on obligate milkweed (*Asclepias* spp.) host plants, which the resultant larvae feed on before pupating and emerging as adults. In addition to milkweed, this species requires abundant nectar resources to nourish migrating adults, and trees for roosting during migratory stopovers. | **Possible.** Monarchs may pass through the site during seasonal migration, possibly foraging for nectar among its flowering plants. Although LOA's survey was not conducted at a time of year when milkweed is readily identifiable, identified plants were almost all non-native annuals, reflecting a ruderal condition and the site's history as an orchard. That, combined with periodic disking practices, suggests a fairly low potential for the site to support milkweed and thus monarch reproduction. |
| Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*) | FT | Lives in mature elderberry shrubs of California's Central Valley and Sierra foothills. | **Absent.** Current accepted VELB distribution does not include the San Joaquin Valley south of Merced County. |
| California Tiger Salamander (*Ambystoma californiense*) | FT, CT | Found primarily in annual grasslands; requires vernal pools for breeding and rodent burrows for aestivation. Although most CTS aestivate within 0.4 mile of their breeding pond, outliers may aestivate up to 1.3 miles away (Orloff 2011). | **Absent.** The site is situated in a matrix of urban and intensive agricultural uses within which this species would not have been able to persist. Suitable breeding habitat for this species is absent from the project site itself, and from surrounding lands within a distance that would enable them to access the site for aestivation. |
| Foothill Yellow-Legged Frog - South Sierra DPS *(Rana boylii pop. 5)* | FPE, CE | Found in or near rocky streams in a variety of habitats. Use submerged rocks and debris for cover. Requires gravel or rocks in moving water near stream margins for reproduction. | **Absent.** Aquatic habitat needed to support this species is absent from project site and adjacent lands. Furthermore, there are no known occurrences within the vicinity of the project site. |
| Western pond turtle (*Actinemys marmorata*) | FPT, CSC | Found in ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Requires partially submerged rocks or logs or sandy banks for basking sites. Nesting takes place in open areas, on a variety of soil types, and up to ¼ mile away from water. | **Absent.** The only aquatic feature in the near project vicinity is a basin located approximately 275 feet southeast of the project site. The basin does not appear to have an inundation regime capable of supporting this species. While Google Earth aerial imagery depicts it as partially inundated in 2023, it was dry in the six previous images dating back to 2014. In the absence of suitable aquatic habitat in the vicinity, the western pond turtle would itself be absent. |

**TABLE 1. LIST OF SPECIAL STATUS SPECIES POTENTIALLY OCCURRING IN THE PROJECT VICINITY**

**ANIMALS (cont'd)**

***Species Listed as Threatened or Endangered under the State and/or Federal Endangered Species Act***

| Species | Status | Habitat | *Occurrence within the Project Site |
|---|---|---|---|
| Tricolored Blackbird (*Agelaius tricolor*) | CT, CSC | Nests colonially near fresh water in dense cattails or tules, in thickets of willows or shrubs, and increasingly in grain fields. Forages in grassland and cropland areas. | **Possible.** The project site has some potential to be used by foraging tricolored blackbirds from time to time, but nesting habitat is absent from the project site. |
| Swainson's Hawk (*Buteo swainsoni*) | CT | This breeding migrant to California nests in mature trees in riparian areas and oak savannah, and occasionally in lone trees at the margins of agricultural fields. Requires adjacent suitable foraging areas such as grasslands or alfalfa fields supporting rodent populations. | **Possible.** The CNDDB lists three nesting occurrences of this species in the general project vicinity, between 3 and 6 miles west of the site, and there are several other sightings in the area reported in eBird (2023). Suitable nesting habitat is absent on the project site but does exist within its immediate vicinity in the form of large ornamental trees. Any Swainson's hawks nesting in the vicinity would be likely to forage in the site's ruderal field from time to time. |
| Yellow-Billed Cuckoo (*Coccyzus americanus*) | FT, CE | This breeding season migrant occurs in valley foothill and desert riparian habitats in scattered locations in California. Nests in large blocks of riparian habitats, particularly cottonwoods and willows. | **Absent**. This species has been extirpated from the project vicinity. Regardless, the site does not contain suitable habitat for this species. |
| California Condor (*Gymnogyps californianus*) | FE, CE, CFP | This obligate scavenger hunts for carrion over vast expanses of savannah, grassland, and chaparral habitats. Primarily a cavity-nesting species, condors lay their eggs in rock crevices, on overhung cliff ledges, and in burned-out hollows of old-growth conifers. Condors in the project vicinity are from the southern California flock, currently estimated at 89 free-flying individuals (NPS 2023). | **Unlikely**. Condors from the southern California flock are known from the region, with telemetry locations regularly logged in the foothills 5-10 miles east of the site (USFWS 2020). However, the site itself does not offer foraging or nesting habitat for this species, and condors are unlikely to venture into the matrix of urban and intensive agricultural uses that characterizes the immediate project vicinity. At most, a transient condor may occasionally fly overhead. |
| Tipton Kangaroo Rat (*Dipodomys nitratoides nitratoides*) | FE, CE | Inhabits valley saltbush scrub, valley sink scrub, and grassland habitats with friable, sandy-loam soils east of the California Aqueduct. | **Absent.** The site is situated in a matrix of urban and intensive agricultural uses within which this species would not have been able to persist. |
| San Joaquin Kit Fox (*Vulpes macrotis mutica*) | FE, CT | Found in remnant grassland and scrub habitats of the San Joaquin Valley, and in three "core populations" identified as the natural lands of western Kern County, the Carrizo Plain Natural Area in San Luis Obispo County, and the Ciervo-Panoche Natural Area in western Fresno and eastern San Benito Counties (USFWS 1998). May forage in agricultural habitats near natural lands. In some cases has become adapted to urban environments, as has occurred in the cities of Bakersfield, Taft, and Coalinga. Utilizes enlarged ground squirrel burrows for denning. | **Unlikely.** The site's ruderal field is conceivably suitable for kit fox foraging and denning. However, this species is not expected to occur in the project vicinity such that it would be able to access the site. First, modern occurrences are lacking in the vicinity. Of the eight CNDDB occurrences within 10 miles of the site, all but one is from the 1970s; the remaining occurrence is from over 20 years ago, in 2001. Second, the site is situated in the outskirts of Lindsay, in the midst of residential developments, orchards, and other land uses generally incompatible with kit fox ecology. Finally, the project site is located some 75 miles from the nearest kit fox core population. |

## TABLE 1. LIST OF SPECIAL STATUS SPECIES POTENTIALLY OCCURRING IN THE PROJECT VICINITY

**ANIMALS**

***State Species of Special Concern***

| Species | Status | Habitat | *Occurrence within the Project Site |
|---|---|---|---|
| Western Spadefoot (*Spea hammondii*) | CSC | Occurs in grasslands of San Joaquin Valley, where it breeds in vernal pools or other seasonal wetlands and aestivates in underground refugia such as rodent burrows. Baumberger et al. (2019) recorded a maximum distance of around 890 feet between breeding and aestivation sites. | **Absent.** The site is situated in a matrix of urban and intensive agricultural uses within which this species would not have been able to persist. |
| Northern California Legless Lizard (*Anniella pulchra*) | SSC | Occurs in sparsely vegetated areas of beach dunes, chaparral, pine-oak woodlands, desert scrub, sandy washes, and stream terraces with sycamores, cottonwoods, or oaks. Requires moist soils. | **Unlikely.** Suitable habitat is absent from the project site and this species is unlikely to have persisted in the matrix of urban and intensive agriculture uses that characterize the project vicinity. |
| Pallid Bat (*Antrozous pallidus*) | SSC | Roosts in rocky outcrops, cliffs, and crevices with access to open habitats for foraging. May also roost in caves, mines, hollow trees and buildings. | **Possible.** Individuals of this species could forage on or over the site, but no roosting habitat is present. |
| Western Mastiff Bat (*Eumops perotis californicus*) | SSC | Frequents open, semi-arid to arid habitats, including conifer, and deciduous woodlands, coastal scrub, grasslands, palm oasis, chaparral and urban. Roosts in cliff faces, high buildings, and tunnels. | **Possible.** Individuals of this species could forage over the site, but roosting habitat is absent. |
| Townsend's Big-eared bat (*Corynorhinus townsendii*) | SSC | Primarily a cave-dwelling bat, but may also roost in tunnels, buildings, other human-made structures, and hollow trees. Occurs in a variety of habitats. | **Possible.** Individuals of this species could forage over the site, but roosting habitat is absent. |
| American Badger (*Taxidea taxus*) | CSC | This species inhabits open and dry sections of grasslands, shrub, and forest habitats with friable soil. | **Unlikely.** The site's disturbed nature and urban setting make it highly unlikely to be occupied or utilized by American badgers. |

**OCCURRENCE DESIGNATIONS AND STATUS CODES**

**Present:** Species observed on the site at time of field surveys or during recent past.
**Likely:** Species not observed on the site, but it may reasonably be expected to occur there on a regular basis.
**Possible:** Species not observed on the site, but it could occur there from time to time.
**Unlikely:** Species not observed on the site, and would not be expected to occur there except, perhaps, as a transient.
**Absent:** Species not observed on the site and precluded from occurring there because habitat requirements not met.

**STATUS CODES**

| | | | |
|---|---|---|---|
| FE | Federally Endangered | CE | California Endangered |
| FT | Federally Threatened | CT | California Threatened |
| FPE | Federally Endangered (Proposed) | CFP | California Fully Protected |
| FPT | Federally Threatened (Proposed) | CSC | California Species of Special Concern |
| FC | Federal Candidate | CCE | California Candidate Endangered |

**CRPR CODES**

| | |
|---|---|
| 1A | Plants Presumed Extinct in California |
| 1B | Plants Rare, Threatened, or Endangered in California and elsewhere |
| 2B | Plants Rare, Threatened, or Endangered in California, but more common elsewhere |

**Threat Ranks**
0.1 – Seriously threatened (> 80% of occurrences threatened)
0.2 – Moderately threatened (20-80% of occurrences threatened)
0.3 – Not very threatened (< 20% of occurrences threatened)

## 2.5 JURISDICTIONAL WATERS

Jurisdictional waters are those rivers, creeks, drainages, lakes, ponds, reservoirs, and wetlands that are subject to the authority of the USACE, CDFW, and/or the RWQCB. In general, the USACE regulates navigable waters, tributaries to navigable waters, and wetlands with a continuous surface connection to these waters, where wetlands are defined by the presence of hydric soils, hydrophytic vegetation, and wetland hydrology. All waters under USACE jurisdiction are also regulated by the RWQCB as waters of the State. Additionally, the RWQCB asserts jurisdiction over certain isolated features disclaimed by the USACE. The CDFW has jurisdiction over waters that have a defined bed and bank. The regulation of jurisdictional waters is discussed in more detail in Section 3.7.

Aquatic features, including any potentially jurisdictional waters or wetlands, are absent from the project site.

## 2.6 DESIGNATED CRITICAL HABITAT

Species listed as threatened or endangered under the federal Endangered Species Act often have areas of "critical habitat" designated at the time of their listing. Critical habitat is a specific geographic area that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection.

Designated critical habitat is absent from the project site and surrounding lands. The nearest unit of critical habitat is located approximately 6.5 miles east of the site, and has been designated for the California condor (*Gymnogyps californianus*).

## 2.7 SENSITIVE NATURAL COMMUNITIES

California contains a wide range of natural communities, or unique assemblages of plants and animals. These communities have largely been classified and mapped by CDFW as part of their Vegetation Classification and Mapping Program (VegCAMP). Natural communities are assigned state and global ranks according to their rarity and the magnitude and trend of the threats they face. Any natural community with a state rank of 3 or lower (on a 1 to 5 scale) is considered "sensitive."

Sensitive natural communities are absent from the project site and adjacent lands.

## 2.8 WILDLIFE MOVEMENT CORRIDORS

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements. Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation.

The project site does not contain or adjoin any features likely to function as wildlife movement corridors.

# 3.0 REGULATORY FRAMEWORK

## 3.1 NATIONAL ENVIRONMENTAL POLICY ACT

Projects that are proposed, funded, or authorized by federal agencies are generally subject to the provisions of NEPA. Signed into law in 1970, NEPA requires federal agencies to evaluate the environmental effects of their proposed actions prior to making decisions, and to provide opportunities for public review and comment during this process.

The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (40 CFR Parts 1500-1508; "CEQ regulations") define effects as "changes to the human environment from the proposed action or alternatives that are reasonably foreseeable." Examples include "ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic, social, or health." Agencies are explicitly instructed to consider direct, indirect, and cumulative effects; the latter denotes those effects that "result from the incremental effects of the action when added to the effects of other past, present, and reasonably foreseeable actions" by any agency or entity."

The level of NEPA review that is required is related to the project's potential to cause "significant" environmental effects. "Significant" is not explicitly defined under NEPA; however, CEQ regulations offer several guidelines for determining, and discounting, significance. Federal agencies are instructed to base their significance determinations on an analysis "of the potentially affected environment and degree of the effects of the action." *Potentially affected environment* refers both to the geographic area of the action, and to the resources found within this area; examples of the latter from the statute are listed species and designated critical habitat. Effects need not be far-reaching to be considered significant; for site-specific actions, a determination of significance usually depends only on the effects in the local area.

In considering the *degree* of an action's effects, federal agencies are instructed to consider the following:

- Both short- and long-term effects
- Both beneficial and adverse effects

- Effects on public health and safety
- Effects that would violate federal, state, tribal, or local law protecting the environment

NEPA requires that federal agencies consider mitigating for the environmental effects of their actions. Suitable measures include the following:

- Avoiding the impact altogether by not taking a certain action or parts of an action.
- Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
- Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- Compensating for the impact by replacing or providing substitute resources or environments.

## 3.2 THREATENED AND ENDANGERED SPECIES

In California, imperiled plants and animals may be afforded special legal protections under the California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA). Species may be listed as "threatened" or "endangered" under one or both Acts, and/or as "rare" under CESA. Under both Acts, "endangered" means a species is in danger of extinction throughout all or a significant portion of its range, and "threatened" means a species is likely to become endangered within the foreseeable future. Under CESA, "rare" means a species may become endangered if their present environment worsens. Both Acts prohibit "take" of listed species, defined under CESA as "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill" (California Fish and Game Code, Section 86), and more broadly defined under the ESA to include "harm" (16 USC, Section 1532(19), 50 CFR, Section 17.3). The USFWS commonly interprets "take" to include the loss of habitat utilized by a listed species.

The ESA also requires federal agencies to use their authority to conserve listed species. Whenever an action that a federal agency is funding, authorizing, or carrying out may affect ESA-listed species or designated critical habitat, then under ESA Section 7, that agency is required to consult with the USFWS and/or National Marine Fisheries Service (NMFS) to ensure the species in question will not be jeopardized and critical habitat will not be destroyed or adversely modified.

Species proposed for ESA listing are covered to a lesser degree; for such species, Section 7 consultation is required only when a federal action may jeopardize their continued existence.

### 3.3 CALIFORNIA FULLY PROTECTED SPECIES

The classification of certain animal species as "fully protected" was the State of California's initial effort in the 1960s, prior to the passage of the California Endangered Species Act (CESA), to identify and provide additional protection to those species that were rare or faced possible extinction. Following CESA enactment in 1970, many fully protected species were also listed as California threatened or endangered. The list of fully protected species are identified, and their protections stipulated, in California Fish and Game Code Sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and fish (5515). Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take, except in conjunction with necessary scientific research and protection of livestock.

### 3.4 MIGRATORY BIRDS

The Federal Migratory Bird Treaty Act (FMBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it actually covers almost all birds native to the United States, even those that are non-migratory. The FMBTA encompasses whole birds, parts of birds, and bird nests and eggs.

Native birds are also protected under California state law. The California Fish and Game Code makes it unlawful to take or possess any non-game bird covered by the FMBTA (Section 3513), as well as any other native non-game bird (Section 3800), even if incidental to lawful activities.

### 3.5 BIRDS OF PREY

Birds of prey are also protected in California under provisions of the State Fish and Game Code, Section 3503.5, 1992), which states that it is "unlawful to take, possess, or destroy any birds in the order *Falconiformes* or *Strigiformes* (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant

thereto." Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered "taking" by the CDFW.

### 3.6 NESTING BIRDS

In California, protection is afforded to the nests and eggs of all birds. California Fish and Game Code (Section 3503) states that it is "unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Breeding-season disturbance that causes nest abandonment and/or loss of reproductive effort is considered a form of "take" by the CDFW.

### 3.7 JURISDICTIONAL WATERS

Section 404 of the federal Clean Water Act (CWA) regulates the discharge of dredged or fill material into "navigable waters" (33 U.S.C. §1344), defined in the CWA as "the waters of the United States, including the territorial seas" (33 U.S.C. §1362(7)). The CWA does not supply a definition for waters of the U.S., and that has been the subject of considerable debate since the CWA's passage in 1972. A variety of regulatory definitions have been promulgated by the two federal agencies responsible for implementing the CWA, the Environmental Protection Agency (EPA) and USACE. These definitions have been interpreted, and in some cases, invalidated, by federal courts.

Waters of the U.S. are presently defined by the EPA and USACE's joint 2023 Revised Definition of 'Waters of the U.S.' Rule (2023 WOTUS Rule), issued in January 2023 and amended in August 2023. Generally speaking, waters of the U.S. include:

- Waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide
- The territorial seas
- Interstate waters
- Impoundments of waters otherwise defined as waters of the United States

- Tributaries to other waters of the U.S. that are relatively permanent, standing or continuously flowing bodies of water
- Wetlands adjacent to other waters of the U.S. that have a continuous surface connection to those waters

The 2023 WOTUS Rule also defines a number of exclusions from the definition of waters of the U.S., many of which are longstanding exclusions from earlier regulatory regimes. These generally include:

- Waste treatment systems
- Prior converted cropland
- Ditches excavated wholly in and draining only dry land that do not carry a relatively permanent flow of water
- Certain artificial features, e.g. irrigation basins, swimming pools, borrow pits, and artificially irrigated areas
- Swales and erosional features characterized by low volume, infrequent, or short duration flow

All activities that involve the discharge of dredge or fill material into waters of the U.S. are subject to the permit requirements of the USACE. Such permits are typically issued on the condition that the applicant agrees to provide mitigation that result in no net loss of wetland functions or values.

Under the Porter-Cologne Water Quality Control Act of 1969, the State Water Resources Control Board (SWRCB) has regulatory authority to protect the water quality of all surface water and groundwater in the State of California ("waters of the State"). Nine RWQCBs oversee water quality at the local and regional level. The RWQCB for a given region regulates discharges of fill or pollutants into waters of the State through the issuance of various permits and orders. Discharges into waters of the State that are also waters of the U.S. require a Section 401 Water Quality Certification from the RWQCB as a prerequisite to obtaining a Section 404 Clean Water Act permit. Discharges into waters of the State that are not also waters of the U.S. require Waste Discharge Requirements (WDRs), or waivers of WDRs, from the RWQCB.

The SWRCB and RWQCBs also administer the federal National Pollution Discharge Elimination System (NPDES) program, which is concerned with the discharge of stormwater and other

pollutants into water bodies. Projects that disturb one or more acres of soil must obtain coverage under the SWRCB's current NPDES Construction Stormwater General Permit. A prerequisite for permit coverage is the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. Other types of pollutant discharges into waters of the U.S., such as wastewater, may require coverage under a different NPDES general permit, and in some cases an individual permit.

CDFW has jurisdiction over the bed and bank of natural drainages and lakes according to provisions of Section 1601 and 1602 of the California Fish and Game Code. Activities that may substantially modify such waters through the diversion or obstruction of their natural flow, change or use of any material from their bed or bank, or the deposition of debris require a Notification of Lake or Streambed Alteration. If CDFW determines that the activity may adversely affect fish and wildlife resources, a Lake or Streambed Alteration Agreement will be prepared. Such an agreement typically stipulates that certain measures will be implemented to protect the habitat values of the lake or drainage in question.

# 4.0 IMPACTS AND MITIGATIONS

## 4.1 POTENTIALLY SIGNIFICANT IMPACTS

### 4.1.1 Potential Project Impacts to Nesting Birds and Raptors

**Potential Impacts.** As discussed, the project site has the potential to be used for nesting and foraging by a number of native birds and raptors, nearly all of which are protected by the Migratory Bird Treaty Act. Foraging birds and raptors are generally not susceptible to construction-related injury and mortality because they are highly mobile during this activity and can simply avoid active work areas. However, during the breeding season, adult birds have reduced mobility as they attempt to guard their nests, incubate eggs, and care for young, and nestlings may have no mobility at all. Nests may be destroyed by construction equipment, and the birds inside injured or killed. Noise and other forms of disturbance from nearby construction activities may cause birds to abandon their nests outright or may trigger stress responses that increase metabolic demand (Thomson et al. 1998), decrease parental care (Miller et al. 2009), or promote later nest abandonment (Silverin 1998).

Construction-related injury or mortality of nesting birds or disturbance that leads to nest abandonment would be considered significant impacts of the project under NEPA and may also constitute violations of the MBTA.

**Mitigation.** The following measures would be implemented for the protection of nesting birds and raptors:

> ***Mitigation Measure 4.1.1a (Construction Timing).*** If feasible, all construction activities will take place between September 1 and January 31.
>
> ***Mitigation Measure 4.1.1b (Pre-construction Surveys*).** If construction activities must be completed during the February 1-August 31 avian nesting season, then within 10 days prior to the start of these activities, a qualified biologist will conduct preconstruction surveys for active bird nests. The survey area will encompass the project site and surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors.
>
> ***Mitigation Measure 4.1.1c (Avoidance of Active Nests*).** Should any active nests be discovered in or near the work area, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing

and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.

Implementation of the above measures will reduce potential project-related impacts to nesting birds and raptors to a less-than-significant level and facilitate compliance with the MBTA.

### 4.1.2 Potential Project Impacts to Swainson's Hawks

**Potential Impacts.** The Swainson's hawk, a California Threatened species, has the potential to forage within the project site and nest within the vicinity of the project site. If a Swainson's hawk pair were to be nesting in a nearby tree at the time of construction, they could be at risk of construction-related disturbance leading to nest abandonment or reduced nesting success. Project activities that injure, kill, or reduce nesting success of Swainson's hawks would violate state and federal laws and be considered a significant impact under NEPA.

Swainson's hawks would not be vulnerable to construction-related injury or mortality while foraging because they are highly mobile during this activity and are expected to avoid active work areas.

The project site is not expected to significantly impact this species through loss of foraging habitat. Project-related habitat loss will be small-scale, at only 9 acres, with many more acres of similar or better foraging habitat remaining available within the vicinity of the project site.

**Mitigation.** The following measures would be implemented for the protection of nesting Swainson's hawks:

> ***Mitigation Measure 4.1.2a* (*Construction Timing*).** If feasible, project construction will occur entirely outside the Swainson's hawk nesting season, typically defined as March 1-September 15.
>
> ***Mitigation Measure 4.1.2b* (*Preconstruction Surveys*).** If construction activities must occur between March 1 and September 15, then within 10 days prior to the start of work, a qualified biologist will conduct preconstruction surveys from publicly accessible roads for Swainson's hawk nests within ¼ miles of the APE.
>
> ***Mitigation Measure 4.1.2c* (*Avoidance of Active Nests*).** Should any active nests be discovered within the survey area, an appropriate disturbance-free buffer will be established based on local conditions and agency guidelines. Disturbance free buffers will be identified on the ground with flagging, fencing, or by other easily visible means and

will be maintained until a qualified biologist has determined that the young have fledged and are capable of foraging independently.

Implementation of the above measures will reduce potential project impacts to the Swainson's hawk to a less than significant level and will facilitate compliance with federal and state laws protecting this species.

## 4.2 LESS THAN SIGNIFICANT IMPACTS

### 4.2.1 Project Impacts to Special Status Plant Species

**Potential Impacts.** Seventeen (17) special status plant species have been documented in the general vicinity of the project site (see Table 1). All 17 species are considered absent from or unlikely to occur on the project site due to an absence of suitable habitat and/or soils, the site's being situated outside of the species' distribution, or a combination thereof. The project is not expected to adversely affect these species, either directly or indirectly, and impacts are considered less than significant.

**Mitigation.** No mitigation is warranted.

### 4.2.2 Project Impacts to Special Status Animal Species Absent from or Unlikely to Occur on Site

**Potential Impacts.** Nineteen (19) special status animal species have been documented in the general vicinity of the project site, or are known to occur regionally (Table 1). Of these, 13 are considered absent from or unlikely to occur on the site due to the absence of suitable habitat, the site's urban setting and other landscape factors, and/or the site's being situated outside of the species' known distribution. These comprise the vernal pool fairy shrimp (*Branchinecta lynchi*), Crotch bumblebee (*Bombus crotchii*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), California tiger salamander (*Ambystoma californiense*), foothill yellow-legged frog (*Rana boylii*), western pond turtle (*Actinemys marmorata*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), California condor (*Gymnogyps californianus*), Tipton kangaroo rat (*Dipodomys nitratoides nitratoides*), San Joaquin kit fox (*Vulpes macrotis mutica*), western spadefoot (*Spea hammondii*), northern California legless lizard (*Anniella pulchra*), and American badger (*Taxidea taxus*). Because these species have no appreciable potential to occur on

site, they are not expected to be affected by the project, directly or indirectly. Project impacts are considered less than significant.

**Mitigation.** Mitigation measures are not warranted.

### 4.2.3 Project Impacts to Special Status Animal Species that Would Use the Site for Foraging Only

**Potential Impacts.** In addition to the Swainson's hawk, five other special status animal species have the potential to forage on site from time to time, but would not use the site for sensitive activities such as breeding, nesting, or communal roosting. These are the monarch butterfly (*Danaus plexippus*), tricolored blackbird (*Agelaius tricolor*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), and western mastiff bat (*Eumops perotis* ssp. *californicus*). The Swainson's hawk was separately discussed in Section 4.1.2, as there is some potential for it to nest near enough to the site that it would experience construction-related disturbance. It will not be re-addressed in this section.

The monarch, tricolored blackbird, pallid bat, Townsend's big-eared bat, and western mastiff bat do not have the potential to be substantially disturbed by construction activities at off-site breeding, nesting, or roosting locations. All are highly mobile while foraging and would be expected to simply avoid active work areas. Moreover, as nocturnal foragers, the three bat species would presumably have limited potential to forage on site while construction is actually occurring.

The project would not adversely affect these five species through loss of habitat. The site does not offer unique habitat for any of these species, nor is it likely to represent an important part of any individual home range, given its disturbed nature and urban setting. Similar and higher quality habitats are regionally abundant. For these reasons, impacts to the monarch butterfly, tricolored blackbird, pallid bat, Townsend's big-eared bat, and western mastiff bat are considered less than significant.

**Mitigation.** Mitigation is not warranted.

### 4.2.4 Project Impacts to Jurisdictional Waters

**Potential Impacts.** The project site does not contain or adjoin any aquatic features. No impacts to jurisdictional waters are anticipated.

**Mitigation.** Mitigation is not warranted.

### 4.2.5 Project Impacts to Sensitive Natural Communities and Designated Critical Habitat

**Potential Impacts.** Sensitive natural communities and designated critical habitat are absent from the project site and adjacent lands. Project development would have no impact on sensitive natural communities or designated critical habitat.

**Mitigation.** No mitigation is warranted.

### 4.2.6 Project Impacts to Wildlife Movement Corridors

**Potential Impacts.** The project site does not contain or adjoin features likely to function as a wildlife movement corridor. No impacts to such corridors are anticipated.

**Mitigation.** Mitigation is not warranted.

## 5.0 SECTION 7 EFFECT DETERMINATIONS FOR ESA-LISTED SPECIES

As discussed, ESA Section 7 requires that federal agencies consult with the USFWS and/or NMFS whenever an action they will fund, authorize, or carry out may affect ESA-listed species or adversely affect critical habitat. Section 7 consultation for ESA proposed species is required only when a federal action may jeopardize their continued existence.

The following table summarizes effect determinations for ESA listed and proposed species found on the USFWS IPaC list and CNDDB list generated for the project. There will be no effect to any species' critical habitat, as it is absent from the project vicinity.

**Table 2: Section 7 Effect Determinations for ESA-Listed and Proposed Species**

| Species | ESA Status | Determination | Rationale for the Determination |
|---|---|---|---|
| **Springville clarkia** (*Clarkia springvillensis*) | Threatened | *No effect* | Species is absent (project site outside of elevational distribution, no suitable habitat) |
| **San Joaquin woollythreads** (*Monolopia congdonii*) | Endangered | *No effect* | Species is absent (no suitable habitat) |
| **San Joaquin adobe sunburst** (*Pseudobahia peirsonii*) | Threatened | *No effect* | Species is absent (no suitable habitat/soils) |
| **Keck's checkerbloom** (*Sidalcea keckii*) | Endangered | *No effect* | Species is absent (no suitable habitat/soils) |
| **Vernal pool fairy shrimp** (*Branchinecta lynchi*) | Threatened | *No effect* | Species is absent (no suitable habitat) |
| **Valley elderberry longhorn beetle** (*Desmocerus californicus dimorphus*) | Threatened | *No effect* | Species is absent (project site outside of species' distribution, no suitable habitat) |
| **California tiger salamander** (*Ambystoma californiense*) | Threatened | *No effect* | Species is absent (landscape-level factors, no suitable breeding habitat in project vicinity) |
| **Foothill yellow-legged frog - south Sierra DPS** (*Rana boylii*) | Proposed Endangered | *No jeopardy* | Species is absent (no suitable habitat) |
| **Western pond turtle** (*Actinemys marmorata*) | Proposed Threatened | *No jeopardy* | Species is absent (no suitable aquatic habitat in the vicinity) |
| **Yellow-billed Cuckoo** (*Coccyzus americanus*) | Threatened | *No effect* | Species is absent (extirpated from project vicinity and no suitable habitat) |
| **California condor** (*Gymnogyps californianus*) | Endangered | *No effect* | No appreciable potential for species to occur on site (landscape-level factors, no suitable habitat). The rare transient condor may fly overhead from time to time, but no project-related impacts to such individuals are anticipated. |

**Table 2 (cont'd).**

| Species | ESA Status | Determination | Rationale for the Determination |
|---|---|---|---|
| **Tipton kangaroo rat** (*Dipodomys nitratoides* | Endangered | *No effect* | Species absent (landscape-level factors, no suitable habitat) |
| **San Joaquin kit fox** (*Vulpes macrotis mutica*) | Endangered | *No effect* | No appreciable potential for species to occur on site (landscape-level factors, no known occurrences in vicinity for over 20 years) |

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# APPENDIX A:
# VASCULAR PLANTS OF THE PROJECT SITE

## APPENDIX A: VASCULAR PLANTS OF THE PROJECT SITE

The plants species listed below were observed within the project site during a survey conducted by LOA on December 21, 2023 The U.S. Fish and Wildlife Service wetland indicator status of each plant has been shown following its common name.

**OBL** - Obligate
**FACW** - Facultative Wetland
**FAC** - Facultative
**FACU** - Facultative Upland
**UPL** - Upland
+/- - Higher/lower end of category
**NR** - No review
**NA** - No agreement
**NI** - No investigation

| | | |
|---|---|---|
| **AMARANTHACEAE — Amaranth Family** | | |
| *Amaranthus palmeri* | Palmer's amaranth | FACU |
| *Amaranthus retroflexus* | red root amaranth | FACU |
| *Salsola tragus* | Russian thistle | FACU |
| **BRASSICACEAE – Mustard Family** | | |
| *Brassica nigra* | black mustard | UPL |
| **ASTERACEAE – Sunflower Family** | | |
| *Helianthus annuus* | annual sunflower | FACU |
| *Lactuca serriola* | prickly lettuce | FACU |
| *Silybum marianum* | milk thistle | UPL |
| **GERANIACEAE - Geranium Family** | | |
| *Erodium cicutarium* | red-stemmed filaree | UPL |
| **MALVACEAE – Mallow Family** | | |
| *Malva parviflora* | common cheeseweed | UPL |
| **POACEAE – Grass Family** | | |
| *Avena sp.* | wild oats | UPL |
| *Cynodon dactylon* | Bermuda grass | FACU |
| *Digitaria sanguinalis* | Large Crabgrass | FACU |
| *Echinochloa crus-galli* | Barnyard Grass | FACW |
| **SOLANACEAE – Nightshade Family** | | |
| *Datura stramonium* | jimsonweed | UPL |

# APPENDIX B:
# TERRESTRIAL VERTEBRATES OF THE PROJECT SITE

## APPENDIX B: TERRESTRIAL VERTEBRATE SPECIES THAT POTENTIALLY OCCUR WITHIN THE PROJECT SITE

The species listed below are those that may reasonably be expected to use the habitats of the project site routinely or from time to time. The list was not intended to include birds that are vagrants or occasional transients. Terrestrial vertebrate species observed in or adjacent to the project site during the December 21, 2023 surveys have been noted with an asterisk.

**CLASS: REPTILIA (Reptiles)**
**ORDER: SQUAMATA (Lizards and Snakes)**
**SUBORDER: SAURIA (Lizards)**
**FAMILY: PHRYNOSOMATIDAE**
Side-blotched Lizard (*Uta stansburiana*)
**SUBORDER: SERPENTES (Snakes)**
**FAMILY: COLUBRIDAE (Colubrids)**
Gopher Snake (*Pituophis melanoleucus*)
Common Kingsnake (*Lampropeltis getulus*)
**FAMILY: VIPERIDAE (Vipers)**
Western Rattlesnake (*Crotalus viridis*)

**CLASS: AVES (Birds)**
**ORDER: CICONIIFORMES (Herons, Storks, Ibises and Relatives)**
**FAMILY: CATHARTIDAE (American Vultures)**
Turkey Vulture (*Cathartes aura*)
**ORDER: FALCONIFORMES (Vultures, Hawks, and Falcons)**
**FAMILY: ACCIPITRIDAE (Hawks, Old World Vultures, and Harriers)**
Red-tailed Hawk (*Buteo jamaicensis*)
Swainson's Hawk (*Buteo swainsoni*)
**FAMILY: FALCONIDAE (Caracaras and Falcons)**
American Kestrel (*Falco sparverius*)
**ORDER: CHARADRIIFORMES (Shorebirds, Gulls, and relatives)**
**FAMILY: CHARADRIIDAE (Plovers and relatives)**
Killdeer (*Charadrius vociferus*)
**ORDER: COLUMBIFORMES (Pigeons and Doves)**
**FAMILY: COLUMBIDAE (Pigeons and Doves)**
Rock Dove (*Columba livia*)
Eurasian Collared Dove (*Streptopelia decaocto*)
*Mourning Dove (*Zenaida macroura*)
**ORDER: STRIGIFORMES (Owls)**
**FAMILY: TYTONIDAE (Barn Owls)**
Barn Owl (*Tyto alba*)
**FAMILY: STRIGIDAE (Typical Owls)**
Great Horned Owl (*Bubo virginianus*)
**ORDER: APODIFORMES (Swifts and Hummingbirds)**
**FAMILY: TROCHILIDAE (Hummingbirds)**
Anna's Hummingbird (*Calypte anna*)

Rufous Hummingbird (*Selasphorus rufus*)
Black-chinned Hummingbird (*Archilochus alexandri*)

**ORDER: PICIFORMES (Woodpeckers and relatives)**

**FAMILY: PICIDAE (Woodpecker and Wrynecks)**

Northern Flicker (*Colaptes chrysoides*)

**ORDER: PASSERIFORMES (Perching Birds)**

**FAMILY: TYRANNIDAE (Tyrant Flycatchers)**

Black Phoebe (*Sayornis nigricans*)
Say's Phoebe (*Sayornis saya*)
Western Kingbird (*Tyrannus verticalis*)

**FAMILY: CORVIDAE (Jays, Magpies, and Crows)**

*California Scrub Jay (*Aphelocoma californica*)
*American Crow (*Corvus brachyrhynchos*)
Common Raven (*Corvus corax*)

**FAMILY: ALAUDIDAE (Larks)**

Horned Lark (*Eremophila alpestris*)

**FAMILY: HIRUNDINIDAE (Swallows)**

Cliff Swallow (*Hirundo pyrrhonota*)
Barn Swallow (*Hirundo rustica*)

**FAMILY: PARIDAE (Titmice and Relatives)**

Oak Titmouse (*Baeolophus inornatus*)

**FAMILY: AEGITHALIDAE (Bushtit)**

Bushtit (*Psaltriparus minimus*)

**FAMILY: TROGLODYTIDAE (Wrens)**

House Wren (*Troglodytes aedon*)
Bewick's Wren (*Thryomanes bewickii*)

**FAMILY: TURDIDAE (Thrushes)**

Western Bluebird (*Sialia mexicana*)
American Robin (*Turdus migratorius*)

**FAMILY: MIMIDAE (Mockingbirds and Thrashers)**

Northern Mockingbird (*Mimus polyglottos*)

**FAMILY: STURNIDAE (Starlings)**

European Starling (*Sturnus vulgaris*)

**FAMILY: MOTACILLIDAE (Wagtails and Pipits)**

*American Pipit (*Anthus rubescens*)

**FAMILY: PTILOGONATIDAE (Silky Flycatchers)**

Phainopepla (*Phainopepla nitens*)

**FAMILY: PARULIDAE (Wood Warblers and Relatives)**

Orange-Crowned Warbler (*Vermivora celata*)
*Yellow-Rumped Warbler (*Dendroica coronata*)

**FAMILY: EMBERIZIDAE (Emberizines)**

Savannah Sparrow (*Passerculus sandwichensis*)
White-crowned Sparrow (*Zonotrichia leucophrys*)

**FAMILY: ICTERIDAE (Blackbirds, Orioles and Allies)**

Western Meadowlark (*Sturnella neglecta*)
Great-tailed Grackle (*Quiscalus mexicanus*)

Brewer's Blackbird (*Euphagus cyanocephalus*)
Brown-headed Cowbird (*Molothrus ater*)
Bullock's Oriole (*Icterus bullockii*)

**FAMILY: FRINGILLIDAE (Finches)**

House Finch (*Carpodacus mexicanus*)
Lesser Goldfinch (*Carduelis psaltria*)
American Goldfinch (*Spinus tristis*)

**FAMILY: PASSERIDAE (Old World Sparrows)**

House Sparrow (*Passer domesticus*)

**CLASS: MAMMALIA (Mammals)**

**ORDER: DIDELPHIMORPHIA (Marsupials)**

**FAMILY: DIDELPHIDAE (Opossums)**

Virginia Opossum (*Didelphis virginiana*)

**ORDER: CHIROPTERA (Bats)**

**FAMILY: VESPERTILIONIDAE (Vespertilionid Bats)**

Pallid Bat (*Antrozous pallidus*)
Pale Big-eared Bat (*Corynorhinus townsendii pallescens*)
Big Brown Bat (*Eptesicus fuscus*)
Yuma Myotis (*Myotis yumanensis*)
California Myotis (*Myotis californicus*)
Western Pipistrelle (*Pipistrellus hesperus*)

**FAMILY: MOLOSSIDAE (Free-tailed Bat)**

Western Mastiff Bat (*Eumops perotis californicus*)
Brazilian Free-tailed Bat (*Tadarida brasiliensis*)

**ORDER: LAGOMORPHA (Rabbits, Hares, and Pikas)**

**FAMILY: LEPORIDAE (Rabbits and Hares)**

Audubon Cottontail Rabbit (*Sylvilagus audubonii*)

**ORDER: RODENTIA (Rodents)**

**FAMILY: SCIURIDAE (Squirrels, Chipmunks, and Marmots)**

*California Ground Squirrel (*Otospermophilus beecheyi*)

**FAMILY: GEOMYIDAE (Pocket Gophers)**

*Botta's Pocket Gopher (*Thomomys bottae*)

**FAMILY: MURIDAE (Old World Rats and Mice)**

Deer Mouse (*Peromyscus maniculatus*)
Norway Rat (*Rattus norvegicus*)
House Mouse (*Mus musculus*)
California Vole (*Microtus californicus*)

**ORDER: CARNIVORA (Carnivores)**

**FAMILY: CANIDAE (Foxes, Wolves, and relatives)**

Coyote (*Canis latrans*)
Domestic Dog (*Canis lupus familiaris*)
Red Fox (*Vulpes vulpes*)

**FAMILY: PROCYONIDAE (Raccoons and relatives)**

Raccoon (*Procyon lotor*)

**FAMILY: MEPHITIDAE (Skunks)**

Striped Skunk (*Mephitis mephitis*)

**FAMILY: FELIDAE (Cats)**

Feral Cat (*Felis domesticus*)

**APPENDIX C:**

**SELECTED PHOTOGRAPHS OF THE PROJECT SITE**

**Photo 1 (above).** Ruderal field of the project site, facing south along site's eastern boundary.

**Photo 2 (below).** Ruderal field of the project site, facing west along the site's northern boundary.

**Photos 3 (above).** Ruderal field of the project site, facing south along the site's western boundary.

**Photo 4 (below).** Ruderal field of the project site, facing east along the site's western boundary.

**Photos 5 (above).** Example of California ground squirrel burrows on site.

**Photo 6 (below).** Example of debris on site.

**APPENDIX D:**

**U.S. FISH AND WILDLIFE SERVICE SPECIES LIST**

# United States Department of the Interior

FISH AND WILDLIFE SERVICE
Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
Phone: (916) 414-6600 Fax: (916) 414-6713


In Reply Refer To: December 21, 2023
Project Code: 2024-0029221
Project Name: Hidden Oak Subdivision

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through IPaC by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

**Migratory Birds**: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see Migratory Bird Permit | What We Do | U.S. Fish & Wildlife Service (fws.gov).

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

# OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Sacramento Fish And Wildlife Office**
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
(916) 414-6600

# PROJECT SUMMARY

Project Code: 2024-0029221
Project Name: Hidden Oak Subdivision
Project Type: Residential Construction
Project Description: The development of 50 single family residencies on approximately 9 acres of vacant land in the City of Lindsay, CA.
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@36.21356145,-119.11142632895165,14z


Counties: Tulare County, California

# ENDANGERED SPECIES ACT SPECIES

There is a total of 9 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## MAMMALS

| NAME | STATUS |
|---|---|
| San Joaquin Kit Fox *Vulpes macrotis mutica*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/2873 | Endangered |
| Tipton Kangaroo Rat *Dipodomys nitratoides nitratoides*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/7247 | Endangered |

## BIRDS

| NAME | STATUS |
|---|---|
| California Condor *Gymnogyps californianus*<br>Population: U.S.A. only, except where listed as an experimental population<br>There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/8193 | Endangered |
| Yellow-billed Cuckoo *Coccyzus americanus*<br>Population: Western U.S. DPS<br>There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/3911 | Threatened |

## REPTILES

| NAME | STATUS |
|---|---|
| Northwestern Pond Turtle *Actinemys marmorata*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/1111 | Proposed Threatened |

## AMPHIBIANS

| NAME | STATUS |
|---|---|
| California Tiger Salamander *Ambystoma californiense*<br>Population: U.S.A. (Central CA DPS)<br>There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/2076 | Threatened |

## INSECTS

| NAME | STATUS |
|---|---|
| Monarch Butterfly *Danaus plexippus*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/9743 | Candidate |

## CRUSTACEANS

| NAME | STATUS |
|---|---|
| Vernal Pool Fairy Shrimp *Branchinecta lynchi*<br>There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/498 | Threatened |

## FLOWERING PLANTS

| NAME | STATUS |
|---|---|
| San Joaquin Adobe Sunburst *Pseudobahia peirsonii*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/2931 | Threatened |

## CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

## IPAC USER CONTACT INFORMATION


| | |
|---|---|
| Agency: | Madera city |
| Name: | Natalie Neff |
| Address: | 39930 Sierra Way |
| Address Line 2: | #B |
| City: | Oakhurst |
| State: | CA |
| Zip: | 93644 |
| Email | nneff@loainc.com |
| Phone: | 5597604011 |


## LEAD AGENCY CONTACT INFORMATION

Lead Agency: Lindsay city

# Appendix B

# Archaeology Technical Report

**TECHNICAL MEMORANDUM**

**Date:** January 5, 2024

**To:** Darlene Mata, DR Mata Consulting, Inc.

**From:** Consuelo Sauls, M.A., RPA, Archaeologist, Taylored Archaeology

**Subject:** **Cultural Resources Technical Memorandum Desktop Review for the Hidden Oaks Tentative Subdivision Map Project, City of Lindsay, County of Tulare, California**

## Introduction

Taylored Archaeology has conducted a records search for the Hidden Oaks Tentative Subdivision Map Project (Project). The proposed Project consists of a 50 lots single-family residential development located in the City of Lindsay, Tulare County, California. The purpose of the records search is to identify all previously recorded cultural resources within the Project area. It entails a review of all previously recorded archaeological sites and historic properties situated within a half-mile radius of the surrounding area.

The Project is currently undergoing environmental evaluation under the California Environmental Quality Act (CEQA) with the City of Lindsay serving as lead agency.

## Project Location

The Project site is approximately 9.6 acres of fallow field and is located north of Tulare Road, west of Road 208 in the City of Lindsay in Tulare County, California. The Project site consists of Tulare County Assessor's Parcel Number 199-050-055 (Figure 1). The site is surrounded by rural residences to the southeast and east, orchards to the north and west, and agricultural fields to the south. Furthermore, the Project site is in Township 20 South, Range 26 East, Section 1 on the United States Geological Survey (USGS) 7.5-minute series Lindsay, California topographic quadrangle map (Figure 2).

## Methodology

Taylored Archaeology researched potential cultural resources within the Project vicinity by requesting a cultural resources records search from the Southern San Joaquin Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS), at California State University, Bakersfield and reviewing records in relationship to the Project area. The records search covered the Project area and all land within a 0.5-mile radius of the Project and included a review of the following: the Archaeological Resources Directory, the National Register of Historic Places, the California Registry of Historic Resources, the California Points of Historical Interest, the California Historical Landmarks, the California State Historic Resources Inventory, and a review of cultural resources reports on file with the SSJVIC. Archival research of available historic maps, historic aerial photographs, records, and databases was additionally conducted.

**Records Search Results**

The SSJVIC responded to Taylored Archaeology's records search request on December 18, 2023 (Records Search File No.: 23-497; Attachment B). The SSJVIC reported that there was one previous investigation (TU-01673) conducted within the Project boundary and that there were no previously recorded resources in the Project boundary. TU-01673 is a 2004 Archaeological Survey Report and Historic Property Survey Report for the Tulare Expressway Project on State Route 65, Tulare County, California. The results of the Archaeological Survey Report were negative for historic and prehistoric archaeological sites. The Historic Property Survey report identified numerous historic-age buildings within a 0.5-mile radius of the Project boundary, but no resources were identified within the Project boundary itself.

The SSJVIC also reported that there were six cultural resources investigations conducted, and 15 previously recorded resources, within a 0.5-mile radius as shown in Attachment B. These consist of 14 historic-age buildings and one structure. Overall, the Project will not impact the identified resources summarized in Attachment B.

**Archival Research**

Taylored Archaeology reviewed USGS 7.5-minute topographic maps of the Lindsay, CA quadrangle from 1928, 1951, 1951 photorevised 1969, 2012, 2018, and 2021. This review showed the Project boundary as an orchard from 1928 to 1969 (USGS) with a rural residence outside the boundary to the southeast, and the Project bordered by Oak Avenue to the east. The USGS maps show the project as surrounded by orchards on all sides. USGS maps from 2012 to 2021 no longer show individual buildings but do show Oak Avenue in its present-day configuration.

Historic aerial photograph coverage of the Project is available from 1956 to present day (NETROnline 2024;Google Earth Pro 2024). A review of historic aerial photographs shows the Project site as an orchard from 1956 to 2006, and as an empty agricultural field from 2009 to present day. No historic aerial photographs are available for 2007 or 2008.

**Conclusion and Recommendations**

According to the SSJVIC records search results and archival research, no cultural resources were found within the Project boundary. The Project site was surveyed in 2004 by Caltrans which resulted in negative findings on the site (TU-01673; Attachment B). Finally, archival research showed the site as an orchard from 1956 to 2006 and as an empty agricultural field from 2009 to present day.

While past agricultural activities may have potentially destroyed or obscured ground surface evidence of archaeological resources within the Project boundary, intact archaeological resources related to prior occupation of the area may potentially exist below the ground surface.

Taylored Archaeology therefore recommends the following:

In the event of accidental discovery of unidentified archaeological remains during development or ground-moving activities in the Project boundary, all work should be halted in the immediate vicinity (within a 100-foot radius) until a qualified archaeologist can identify the discovery and assess its significance.

If human remains are uncovered during construction, the Tulare County Coroner is to be notified to investigate the remains and arrange proper treatment and disposition. If the remains are identified on

the basis of archaeological context, age, cultural associations, or biological traits to be those of a Native American, California Health and Safety Code 7050.5 and PRC 5097.98 require that the coroner notify the Native American Heritage Commission within 24 hours of discovery. The Native American Heritage Commission will then identify the Most Likely Descendent who will be afforded an opportunity to make recommendations regarding the treatment and disposition of the remains.

Taylored Archaeology appreciates the opportunity to assist you on this project. If you have any questions concerning this letter, please do not hesitate to contact Consuelo Sauls at csaulsarchaeo@gmail.com.

Sincerely,

Consuelo Sauls

Consuelo Sauls, M.A., RPA 41591505
Professional Archaeologist

Attachment A: Project Maps
Attachment B: Records Search Results Letter and Summary Tables

**References**

Google Earth Pro.
2023 Google Earth Software, Google, Inc.

NETROnline
2024 "Historic Aerials". https://www.historicaerials.com/ Accessed January 4, 2024.

United States Geological Survey (USGS)
1928 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

1951 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

1969 *Lindsay, California, Quadrangle Map, 1951, photo revised 1969*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

2012 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

2015 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

2018 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

2021 *Lindsay, California, Quadrangle Map*. 7.5-minute series. U.S. Geological Survey, Denver, Colorado.

# ATTACHMENT A

## Project Maps

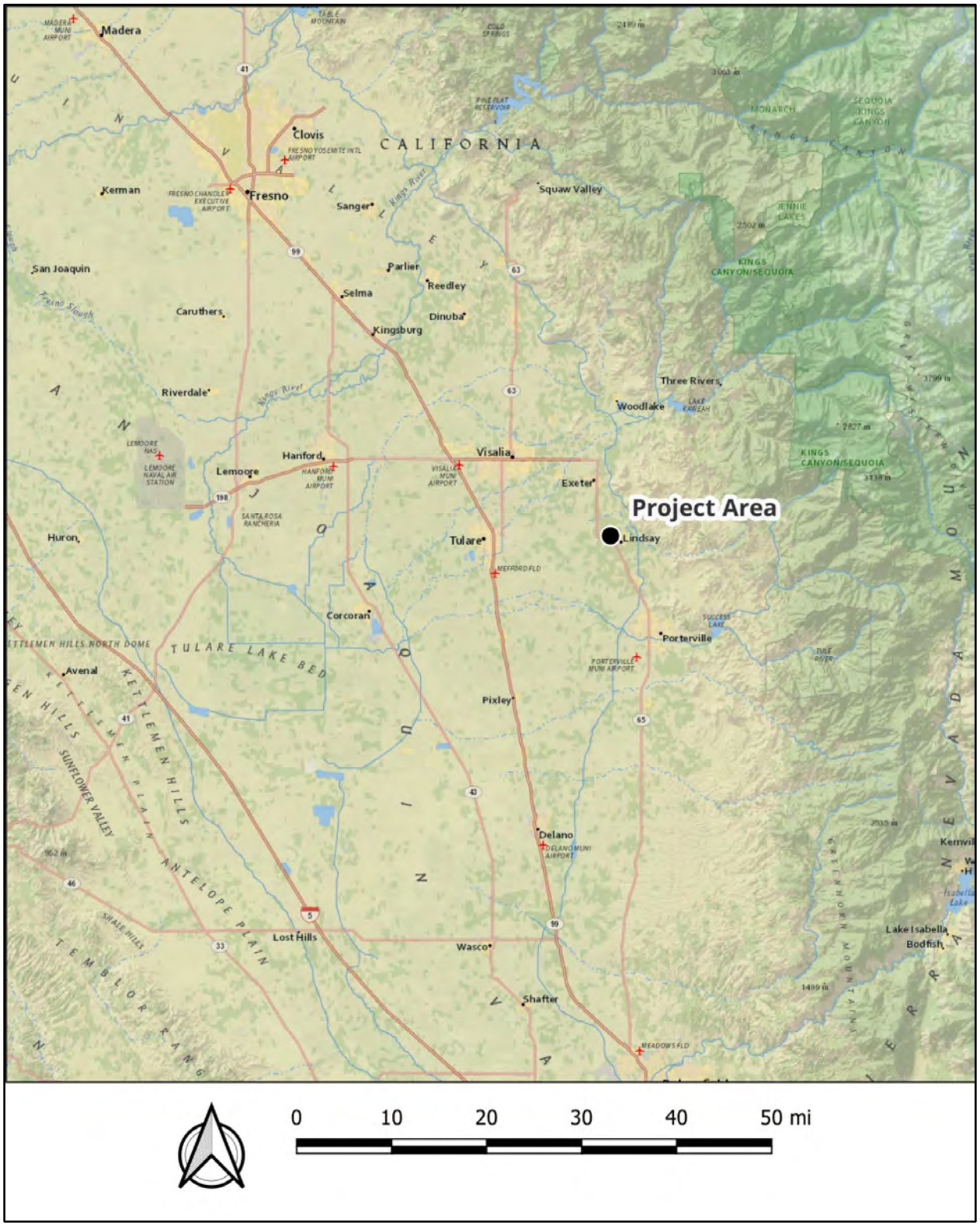


**Figure 1 Project vicinity in Lindsay, California**

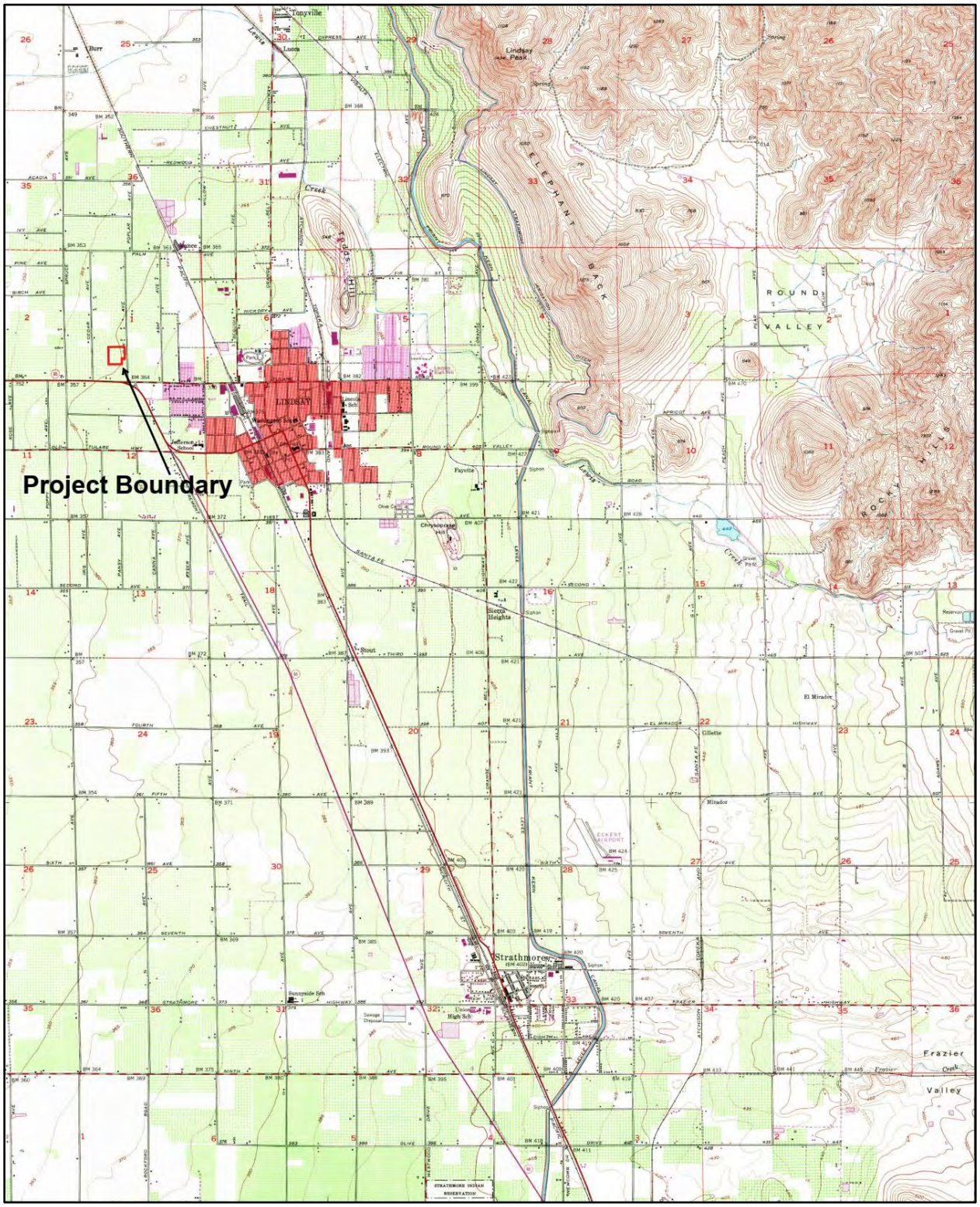


**Figure 2 Project location on the USGS Lindsay, CA 7.5-minute quadrangle**


**Figure 3 Aerial view of the Project boundary**

# ATTACHMENT B

# Records Search Results

6083 N Figarden Dr., Ste. 616, Fresno, CA 93722
559.797.1572 / csaulsarchaeo@gmail.com

California Historical Resources Information System

Fresno
Kern
Kings
Madera
Tulare

**Southern San Joaquin Valley Information Center**
California State University, Bakersfield
Mail Stop: 72 DOB
9001 Stockdale Highway
Bakersfield, California 93311-1022
(661) 654-2289
E-mail: ssjvic@csub.edu
Website: www.csub.edu/ssjvic

12/18/2023

Consuelo Sauls
Taylored Archaeology
6083 N. Figarden Dr. Ste. 616
Fresno, CA 93722

Re: Hidden Oaks Tentative Subdivision Map
Records Search File No.: 23-497

The Southern San Joaquin Valley Information Center received your record search request for the project area referenced above, located on the Lindsay USGS 7.5' quad. The following reflects the results of the records search for the project area and the 0.5 mile radius:

As indicated on the data request form, the locations of resources and reports are provided in the following format: ☒ custom GIS maps ☐ GIS data

| | |
|---|---|
| Resources within project area: | None |
| Resources within 0.5 mile radius: | 15 Resources – See list. |
| Reports within project area: | 1 Report – See list |
| Reports within 0.5 mile radius: | 6 Reports – See list. |

**Resource Database Printout (list):** ☒ enclosed ☐ not requested ☐ nothing listed

**Resource Database Printout (details):** ☒ enclosed ☐ not requested ☐ nothing listed

**Resource Digital Database Records:** ☒ enclosed ☐ not requested ☐ nothing listed

**Report Database Printout (list):** ☒ enclosed ☐ not requested ☐ nothing listed

**Report Database Printout (details):** ☒ enclosed ☐ not requested ☐ nothing listed

**Report Digital Database Records:** ☒ enclosed ☐ not requested ☐ nothing listed

**Resource Record Copies:** ☒ enclosed ☐ not requested ☐ nothing listed

**Report Copies:** ☒ enclosed ☐ not requested ☐ nothing listed

**OHP Built Environment Resources Directory:** ☒ enclosed ☐ not requested ☐ nothing listed

**Archaeological Determinations of Eligibility:** ☐ enclosed ☐ not requested ☒ nothing listed

**CA Inventory of Historic Resources (1976):** ☐ enclosed ☐ not requested ☒ nothing listed

**Caltrans Bridge Survey:** Not available at SSJVIC; please see https://dot.ca.gov/programs/environmental-analysis/cultural-studies/california-historical-bridges-tunnels

**Ethnographic Information:** Not available at SSJVIC

**Historical Literature:** Not available at SSJVIC

**Historical Maps:** Not available at SSJVIC; please see http://historicalmaps.arcgis.com/usgs/

**Local Inventories:** Not available at SSJVIC

**GLO and/or Rancho Plat Maps:** Not available at SSJVIC; please see http://www.glorecords.blm.gov/search/default.aspx#searchTabIndex=0&searchByTypeIndex=1 and/or http://www.oac.cdlib.org/view?docId=hb8489p15p;developer=local;style=oac4;doc.view=items

**Shipwreck Inventory:** Not available at SSJVIC; please see https://www.slc.ca.gov/shipwrecks/

**Soil Survey Maps:** Not available at SSJVIC; please see http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

Please forward a copy of any resulting reports from this project to the office as soon as possible. Due to the sensitive nature of archaeological site location data, we ask that you do not include resource location maps and resource location descriptions in your report if the report is for public distribution. If you have any questions regarding the results presented herein, please contact the office at the phone number listed above.

The provision of CHRIS Data via this records search response does not in any way constitute public disclosure of records otherwise exempt from disclosure under the California Public Records Act or any other law, including, but not limited to, records related to archeological site information maintained by or on behalf of, or in the possession of, the State of California, Department of Parks and Recreation, State Historic Preservation Officer, Office of Historic Preservation, or the State Historical Resources Commission.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

Should you require any additional information for the above referenced project, reference the record search number listed above when making inquiries. Invoices for Information Center services will be sent under separate cover from the California State University, Bakersfield Accounting Office.

Thank you for using the California Historical Resources Information System (CHRIS).

Sincerely,

Jeremy E David
Assistant Coordinator

SSJVIC Record Search 23-497

| Reports in PA: | Reports in 0.5 Radius: | Resources in PA: | Resources in 0.5 Radius: |
|---|---|---|---|
| TU-01673 | TU-00010 | None | P-54-005138 |
| | TU-00102 | | P-54-005139 |
| | TU-00193 | | P-54-005140 |
| | TU-00441 | | P-54-005142 |
| | TU-00951 | | P-54-005143 |
| | TU-01498 | | P-54-005144 |
| | | | P-54-005145 |
| | | | P-54-005146 |
| | | | P-54-005147 |
| | | | P-54-005148 |
| | | | P-54-005149 |
| | | | P-54-005150 |
| | | | P-54-005151 |
| | | | Informal: CHL 471 |

**Table 1**
**Previous Cultural Resource Reports within the Project Area**

| Report Number | Author(s) | Date | Report Title | Study |
|---|---|---|---|---|
| **TU-01673** | Steven Ptomey | 2004 | Historic Property Survey Report for the Tulare Expressway Project on State Route 65, Tulare County, California | Architectural/Historical Field Survey |
| | | 2004 | Archaeological Survey Report for the Tulare Expressway Project on State Route 65, Tulare County, California | Archaeological Survey Report for the Tulare Expressway Project on State Route 65, Tulare County, California |
| | Chris Brewer | 2004 | Historic Resource Evaluation Report State Route 65, Tulare Expressway, Tulare County, California | Architectural/Historical Evaluation |

**Table 2**
**Previous Cultural Resource Reports within a 0.5-mile radius of the Project Area**

| Report Number | Author(s) | Date | Report Title | Study |
|---|---|---|---|---|
| **TU-00010** | Kristina C. Roper and Sheri Ahlborg | 1997 | Negative Archaeological Survey Report for 06-Tul-65 29.5/32.0, 06-Tul-137 27.0/27.4 Overlay and Widening | Archaeological Field survey |
| **TU-00102** | Brian Hatoff, Barb Voss, Sharon Waechter, Stephen Wee and Vance Benté | 1995 | Cultural Resources Inventory Report for the Proposed Mojave Northward Expansion Project | Archaeological Field survey |
| **TU-00193** | R.J. Cantwell | 1977 | Archaeological and Historical Survey Report for the Road 201 from Avenue 228 to Avenue 232 | Archaeological and Historical field survey |
| **TU-00441** | Lynn Riley | 1988 | Negative Archaeological Survey Report for the Intersection of Route 65 and Oak Street | Archaeological field survey |
| **TU-00951** | Jim Fisher | 1998 | Historic Resource Evaluation Report for Cairns Corner Near Lindsay, Tulare County | Architectural/Historical Evaluation |

| Report Number | Author(s) | Date | Report Title | Study |
|---|---|---|---|---|
| **TU-01498** | Laura Leach-Palm, Paul Brandy, Jay King, Pat Mikkelsen, Libby Seil, Lindsay Hartman and Jill Bradeen | 2010 | Cultural Resources Inventory of Caltrans District 6 Rural Conventional Highways in Fresno, Western Kern, Kings, Madera, and Tulare Counties. | Archaeological and Architectural/Historical field survey |

**Table 3**
**Previous Recorded Cultural Resources within a 0.5-mile radius of the Project Area**

| Resource Number | Age Association | Resource Type | Resource Description | Distance from Project Boundary |
|---|---|---|---|---|
| **P-54-005138** | Historic | Building | Single Family Property<br>823 N. Oak Avenue | Adjacent to project boundary |
| **P-54-005139** | Historic | Building | Single Family Property<br>1027 N. Oak Avenue | 0.12 miles to the north |
| **P-54-005140** | Historic | Building | Farm/Ranch (former small-scale dairy with a small single-family house.<br>1157 Oak Avenue | 0.28 miles to the north |
| **P-54-005142** | Historic | Building | Single Family Property<br>941 N. Cedar Avenue<br>Demolished circa 2018. | 0.14 miles to the northwest |
| **P-54-005143** | Historic | Building | Single Family Property<br>948 N. Cedar Avenue | 0.11 miles to the northeast |
| **P-54-005144** | Historic | Building | Single Family Property<br>1120 N. Cedar Avenue | 0.21 miles to the northwest |
| **P-54-005145** | Historic | Building | Single Family Property<br>1212 N. Cedar Avenue | 0.36 miles to the northwest |
| **P-54-005146** | Historic | Building | Single Family Property<br>907 N. Spruce Avenue<br>Demolished after 2007. | 0.32 miles to the west |

| Resource Number | Age Association | Resource Type | Resource Description | Distance from Project Boundary |
|---|---|---|---|---|
| **P-54-055147** | Historic | Building | Single Family Property 961 N. Spruce Avenue | 0.33 miles to the west |
| **P-54-005148** | Historic | Building | Single Family Property 980 N. Spruce Avenue Demolished between 2013 to 2018. | 0.29 miles to the northwest |
| **P-54-005149** | Historic | Building | Single Family Property 999 N. Spruce Avenue | 0.34 miles to the northwest |
| **P-54-005150** | Historic | Building | Single Family Property 1027 N. Spruce Avenue | 0.35 miles to the northwest |
| **P-54-005151** | Historic | Building | Single Family Property 1137 N. Spruce Avenue Demolished between 2007 and 2012. | 0.43 miles to the northwest |
| **CHL 471** | Historic | Monument | Butterfield Stage Route – A plaque placed by the California State Park Commission in Cooperation with the Tulare County Historical Society | 0.77 miles to the southeast |

# AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**NUMBER** 24-34

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) FOR ZONE CHANGE NO. 2024-01, TENTATIVE SUBDIVSION MAP NO. 24-01 "HIDDEN OAKS", AND PLANNED UNIT DEVELOPMENT NO. 2024-01, AND APPROVING TENTATIVE PARCEL MAP NO. 24-01 AND PLANNED UNIT DEVELOPMENT NO. 2024-01 TO SUBDIVIDE 9.1 ACRES INTO 50 SINGLE FAMILY RESIDENTIAL LOTS AND TO ALLOW FOR A MINIMUM LOT SIZE OF 5,000 SQUARE FEET, LOCATED NORTH OF TULARE ROAD ON THE WEST SIDE OF OAK AVENUE (APN 199-050-055).

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 10, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, Quest Equity LLC on behalf of Daley Enterprises requested the approval of Tentative Parcel Map No. 24-01 "Hidden Oaks" to subdivide 9.1 acres into 50 single-family residential lots and Planned Unit Development (PUD) No. 2024-01 to allow for a minimum lot size of 5,000 square feet. The project site is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055) and;

**WHEREAS**, the site is designated by the Lindsay General Plan as Low Density Residential and Zoned R-1-7; and

**WHEREAS**, an Initial Study was prepared in conformance with the California Environmental Quality Act (CEQA) Guidelines, and it was found that the proposed project could not have a significant effect on the environment, with mitigations. Therefore, a Mitigated Negative Declaration has been prepared for this project; and

**WHEREAS**, the Lindsay City Council held a duly noticed public hearing at its September 10, 2024, meeting.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Council hereby makes the following findings regarding Tentative Parcel Map No. 2024-01 and PUD No. 24-01, based on facts detailed in the September 6, 2024, staff report, which is hereby incorporated by reference, as well as the evidence and testimony presented during the Public Hearing:

A. Tentative Subdivision Map No. 24-01 complies with the requirements of the Municipal Code and the Subdivision Map Act and the Conditions of Approval.
B. The proposed location of the PUD is in accordance with the objectives of the zoning code.
C. The proposed location of the PUD and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety and welfare or materially injurious to properties or improvements in the vicinity.
D. The proposed PUD will comply with each of the applicable provisions of this section.
E. The standards of population density, site area and dimensions, site coverage, yard spaces, height of structures, distance between structures, off-street parking and off-street loading facilities, landscaped areas and street design will produce an environment of stable and desirable character consistent with the objectives of the zoning code and will not generate more traffic than the streets in the vicinity can carry without congestion and will not overload utilities.

SECTION 2. The City Council of the City of Lindsay approves Tentative Subdivision Map No. 24-01 and PUD No. 24-01 based on the evidence presented subject to the following conditions:

1. The site shall be developed consistent with the approved Tentative Subdivision Map No. 24-01 and its conditions per attached Exhibit A including, but not limited to, right of way dedications, utility connections, road improvements, and all applicable development standards found in the Zoning Ordinance and City Municipal Code.
2. All mitigation measures in the Mitigated Negative Declaration approved with Tentative Subdivision Map No. 24-01 shall be complied with.
3. The project shall be developed and maintained in substantial compliance with the tentative map, except for any modifications that may be needed to meet these conditions of approval.
4. The final subdivision map shall be submitted in accordance with City ordinances and standards.
5. Plans for all public and private improvements, including but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, streetlights, landscaping, and fire hydrants shall be approved by the City Engineer, and these improvements shall be completed in accordance with the approved plans to the satisfaction of the City Services Department.

6. Parkland in-lieu fees shall be paid to the City for each lot in accordance with the City's Fee Schedule adopted by resolution of the City Council. Fees shall be paid prior to approval of the final map.
7. A community facilities maintenance district (CFMD) shall be formed in conjunction with the final map acceptance to provide the maintenance costs for common landscaping and other improvements, in accordance with existing City policy.
8. The project shall be subject to the applicable development impact fees adopted by resolution of the City Council.
9. In accordance with Government Code Section 66020, the applicant is hereby notified that the 90-day appeal period identified in Government Code Section 66020 during which you may protest the imposition of fees, dedications, reservations, and other exactions identified in Tentative Subdivision Map will begin to run on the date of the approval of Map by the City.
10. The developer shall comply with the standards, provisions, and requirements of the San Joaquin Valley Air Pollution Control District that relate to the project.
11. Fire hydrant types and locations shall be approved by the Public Safety and City Services Departments.
12. Concrete pads for installation of mailboxes shall be provided in accordance with determinations made by the Lindsay Postmaster.
13. One tree shall be planted in the front yard of each home prior to the certificate of occupancy being issued.
14. Streetlights shall be provided within the project as per City local street lighting standards.
15. Any existing roadway, sidewalk, or curb and gutter that is damaged during construction shall be repaired or replaced to the satisfaction of the City Services Department.
16. All signs shall require a sign permit separate from the building permit.
17. A temporary easement shall be dedicated on the final map for each of the proposed 'turn around' area on lots 12 and 22 and for any stub street during the phasing process.
18. The City of Lindsay shall not be liable for any damage, loss, or injury to the person, property, or effects of the applicant or of any agent, servant, employee, contracted staff, or volunteer. The applicant agrees to indemnify, protect, and hold harmless the City of Lindsay against any and all such damages, cost, attorney's fees, or employees.

SECTION 3. This resolution shall be effective immediately upon its approval and adoption.

SECTION 4. This tentative subdivision map and PUD approval shall expire within two years, unless a final map is filed or an extension is granted via legislation or by the City, in accordance with the Subdivision Map Act.

SECTION 5. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.

# AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:

| | |
|---|---|
| MEETING DATE | September 10, 2024 |
| MOTION | |
| SECOND MOTION | |
| AYES | |
| ABSENT | |
| ABSTAIN | |
| NAYS | |

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

_____

Ramiro Serna, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____

Maegan Peton, City Clerk

**ORDINANCE NO. 614**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING THE ZONING DESIGNATION FROM R-1-7 to R-1-5, FOR A 9.10 ACRE PROPERTY LOCATED NORTH OF TULARE ROAD ON THE WEST SIDE OF OAK AVENUE (APN 199-050-055), AND THE LINDSAY ZONING MAP AS ADOPTED BY ORDINANCE 437 OF THE CITY OF LINDSAY.**

**THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:**

**Section 1. LOCATION.** The real property located in the City of Lindsay and described as follows: APN 199-050-055 shall be and is hereby designated as R-1-5.

**Section 2. AMENDMENT.** The City Planner of the City of Lindsay is hereby authorized, instructed and directed to make the changes to the official Zoning Map of the City of Lindsay made by Section One of this Ordinance, by outlining the boundaries of the described parcel of the Zoning Map adopted by Ordinance 437 of the City of Lindsay.

**Section 3. CEQA REVIEW.** An Initial Study was prepared in conformance with the California Environmental Quality Act (CEQA) Guidelines, and it was found that the proposed project could not have a significant effect on the environment, with mitigations. Therefore, a Mitigated Negative Declaration has been adopted for this project.

**Section 4. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 5. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 6. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision,

paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 7. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(l) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the 10th day of September 2024.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 24th day of September 2024.

CITY COUNCIL OF THE CITY OF LINDSAY

_____

Ramiro Serna, Mayor

ATTEST:

_____

Maegan Peton, City Clerk