

25. Request from the Resource Management Agency to approve the Submission of the Community Change Grant Program Application for a Community Street Improvement project: "Matheny Tract Community Enhancement for Improved Sustainability", in an amount not to exceed \$19,500,000. Approve a Partnership Agreement with Proteus Inc. to assist with the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant Proposal, effective September 24, 2024 through September 23, 2028. Authorize the Resource Management Agency Director, or designee, to sign and submit the grant application once the application is complete. Approve the Notice of Determination Addendum to an Environmental Impact Report under Section 15164 of the Public Resource Code. Authorize the Environmental Assessment Officer or designee to sign and file the Notice of Determination Addendum with the Clerk-Recorder's Office and the State Office of Planning and Research.



Resource Management Agency

COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

LARRY MICARI
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: September 24, 2024 - REVISED

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	N/A
Personnel Resolution attached	N/A
Agreement(s) attached	Yes

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Approve Submission of the Community Change Grant Program Application for a Community Street Improvement Project in Matheny Tract

REQUEST(S):

That the Board of Supervisors:

1. Approve the Submission of the Community Change Grant Program Application for a Community Street Improvement project: "Matheny Tract Community Enhancement for Improved Sustainability" in an amount not to exceed \$19,500,000; and
2. Approve a Partnership Agreement with Proteus Inc. to assist with the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant Proposal, effective September 24, 2024 through September 23, 2028; and
3. Authorize the Chair to sign the Partnership Agreement; and
4. Authorize and direct the Resource Management Agency Director, or designee, to sign and submit the grant application once the application is complete; and
5. Direct the Resource Management Agency to provide a signed copy of the grant application to the Clerk of the Board.
6. Approve the Notice of Determination Addendum to an Environmental Impact Report under Section 15164 of the Public Resource Code.
7. Authorize the Environmental Assessment Officer or designee to sign and file the Notice of Determination Addendum with the Clerk-Recorder's Office and the State Office of Planning and Research.

SUBJECT: Approve Submission of the Community Change Grant Program Application for a Community Street Improvement Project in Matheny Tract

DATE: September 24, 2024 - REVISED

SUMMARY:

In August 2022 the Inflation Reduction Act (IRA) was passed. Within this Act, Congress created many new streams of federal funding for environmental justice priorities. These programs are intended to mitigate the impacts of climate change with a focus on investment in disadvantaged communities that have traditionally been left behind by federal initiatives.

One such program under this suite of new funding is the Environmental Protection Agency's (EPA) Community Change Grant Program. The program was announced and opened for applications in late 2023. The program will award on a rolling basis roughly \$2 billion in funding for projects, which provide meaningful improvements to the resiliency of disadvantaged communities in response to changing environmental and climatological conditions.

EPA anticipates awarding roughly 150 projects ranging from \$10 to \$20 million each under the program. Of the overall \$2 billion available, EPA will allocate roughly \$650 million towards projects benefiting its identified Target Investment Areas (TIA), which include Tribes, territories, disadvantaged unincorporated communities, and U.S.-southern border.

Working with a technical assistance provider, Tulare County Resource Management Agency (RMA) has identified and further developed projects within the Matheny Tract Community to submit for this funding opportunity. Matheny Tract is considered a TIA under the guidelines of this grant program, and the project satisfies many of the criteria outlined in the Notice of Funding Opportunity.

The project includes the design and construction of the North Matheny Complete Street proposal, which will include complete curb, gutter, and sidewalks that adhere to the American Disabilities Accessibility (ADA) Compliance Act to all the roads on the north side of the community. This will allow for improved stormwater drainage, community connectivity, and promotion of Active Transportation (walking, biking, and public transit). Staff believes there is only sufficient funds within this grant to complete the north side of the community.

An additional project component includes the undergrounding of the Tulare Irrigation District (TID) canal that bifurcates the community via Canal Street. This will accomplish the "undergrounding" through an irrigation pipe that will flow into the nearby District Basin. A decomposed granite walkway on top of the undergrounded canal will provide a community path for exercise and recreation. This project component will also reduce stormwater and flood risk during precipitous weather.

This project includes a workforce development and community engagement aspect, which will be conducted in collaboration with the non-profit organization, Proteus Inc. Proteus Inc will offer educational and support services to the residents of Matheny Tract through their energy sustainability initiative. Proteus will also contribute the ability to procure weatherization, appliance and HVAC / water heater opportunities for the residence. A Partnership Agreement must be executed between the County of Tulare

SUBJECT: Approve Submission of the Community Change Grant Program Application for a Community Street Improvement Project in Matheny Tract

DATE: September 24, 2024 - REVISED

and Proteus Inc prior to application submission. Proteus will conduct Community Engagement activities to inform the community of project components and ensure there is equitable opportunity for participation.

Grant applications are accepted and awarded on a continuous basis through November 21, 2024, with final notices of award to be announced by the Environmental Protection Agency in early 2025. Tulare County RMA anticipates submitting the application prior to October 1, 2024. If awarded, the project is required to be completed within 3 years after the grant agreement is executed.

The Partnership Agreement is a new requirement for funding eligibility under this program. It includes several deviations from County contracting protocol. However, the Partnership Agreement does not create any financial or funding obligations between the County and Proteus. It also includes provisions that the County and Proteus will enter into a new subaward agreement if the proposed application is selected for award, which would supersede this Partnership Agreement. The County standard contracting protocols will be revisited and considered as part of the new subaward agreement.

ENVIRONMENTAL:

Notice of Determination Addendum for the approved Matheny Sewer Construction Project Grant Environmental Impact Report under Section 15164 of the Public Resource Code are allowed and encouraged for later phases of EIR's (Section 15168), and under Tiering (Section 15152), to streamline the environmental process. Section 15152 encourages tiering if: (f) an analysis shows the later project would not cause significant effects that were not addressed in the EIR; (1) cumulative effects have been adequately addressed... or (3) significant effects have been adequately addressed through (A) mitigation or (B) examined at a sufficient level of detail to show project revisions, or conditions, or other means to mitigate or avoid effects. All that is required for Addenda under Section 15164 is that none of the conditions have [negatively] changed (requiring a subsequent EIR; Section 15162) and the original EIR. Given there was two EIR's and an MND conducted for the sewer project in the same location that would impact the same areas, staff found this project consistent with all the previous environmental analysis through the addendum and that the addendum is the right level of analysis that was conducted for this activity.

FISCAL IMPACT/FINANCING:

There is no additional net County Cost for the application.

If awarded, there is no funding match required. The project will be fully funded by the grant source. Total project cost is approximately \$19,500,000.

Tulare County Resource Management Agency will allocate approximately \$198,000 of Local Funds for roadway design.

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LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Plan includes an initiative to provide for the safety and security of the public, which includes the goal of providing a safe transportation infrastructure for both motorists and pedestrians.

ADMINISTRATIVE SIGN-OFF:

/s/ Aaron R. Bock

Aaron R. Bock, MCRP, JD, LEED AP
Assistant Director-Economic Development & Planning

/s/ Reed Schenke

Reed Schenke, P.E.
Director

Cc: County Administrative Office

Attachments: A. Vicinity Map
B. Agreement
C. Notice of Determination Addendum

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

**IN THE MATTER OF Approve Submission)
of the Community Change Grant Program) Resolution No. 2024-0902
Application for a Community Street) Agreement No.
Improvement Project in Matheny Tract)
)**

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approve the Submission of the Community Change Grant Program Application for a Community Street Improvement project: “Matheny Tract Community Enhancement for Improved Sustainability” in an amount not to exceed \$19,500,000; and
2. Approve a Partnership Agreement with Proteus Inc. to assist with the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant Proposal, effective September 24, 2024 through September 23, 2028; and
3. Authorize the Chair to sign the Partnership Agreement; and
4. Authorize and direct the Resource Management Agency Director, or designee, to sign and submit the grant application once the application is complete; and
5. Direct the Resource Management Agency to provide a signed copy of the grant application to the Clerk of the Board.

6. Approve the Notice of Determination Addendum to an Environmental Impact Report under Section 15164 of the Public Resource Code.
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PARTNERSHIP AGREEMENT

County of Tulare & Proteus Inc.

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“MOA”), dated _____, 20__ between COUNTY OF TULARE (“Lead Applicant”) a local unit of government in the State of California; and Proteus Inc (“Statutory Partner,” and together with Lead Applicant the “Partners”), a California, USA a 501(c)(3) nonprofit organization with its principal place of business in San Joaquin Valley, California, USA.

The Partners wish to work together and in compliance with the following clauses:

II. GOAL

The goal of this agreement is to memorialize basic terms to govern the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant proposal (“Proposal”).

Through this Agreement, the Parties commit to work together to implement the projects identified in the Proposal if funded by the Environmental Protection Agency Community Change Grant (“EPA CCG”).

The Parties have developed the projects included in the Proposal with the understanding of the EPA CCG program requirements and are prepared to lead and participate for the term of the EPA CCG.

III. AREAS OF COLLABORATION

Lead Application and Statutory Partner will collaborate on planning and implementation of projects included in the proposal, including transit justice, green space development and workforce development.

In agreement with the terms of this grant, all parties (Lead Applicant, Statutory Partner and collaborating entities), in recognition that this is intended to be a collaborative effort with multiple stakeholders, will work in good faith to fulfill the following terms regarding codes of conduct:

- a. Confirm receipt of correspondence requiring a response within 2 business days;
- b. Labeling correspondence with urgent needs (deadline within 1 business day) with “URGENT”;
- c. Creating meeting agendas that specify the required attendees, including only subject matter relevant to each;
- d. Ensuring decision-making processes are brave, safe, accessible and effective;
 - "Brave" refers to the ability to have difficult conversations and confront challenging issues with honesty and transparency, even if it may be uncomfortable or unpopular.
 - "Safe" refers to creating a space where all voices are heard and respected, and where individuals feel comfortable sharing their perspectives without fear of retribution or judgment.
 - “Accessible” refers to ensuring that all communication and decision-making processes are designed to be inclusive and accessible for all community members, regardless of ability. This includes creating information in a way that is easy to understand and accessible for all differently abled needs, such as providing information in multiple formats (e.g. visual, audio, tactile) and languages, and ensuring that meeting spaces and materials are physically accessible. It also involves taking proactive steps to engage with and incorporate the feedback of community members with differing levels of skills and experience in this process, as well as those who have traditionally been excluded from decision-making processes.
 - "Effective" refers to the ability to reach a resolution or decision that is in the best interest of all parties involved, takes timelines and deadlines into consideration, and achieves the desired outcome.

IV. ROLES AND RESPONSIBILITIES OF PARTNERS

LEAD APPLICANT:

Lead Applicant will serve as the Lead Applicant, Grantee. As the Lead Applicant, Lead Applicant commits to all duties and responsibilities corresponding to the Lead Applicant role under the proposal for the term of the EPA CCG. LEAD APPLICANT is fully committed to the goals and requirements of the

Proposal, the requirements of the EPA CCG, and this Agreement and agrees to take all actions necessary to effectuate the requirements of the EPA CCG in accordance with federal requirements.

Lead Applicant's responsibilities include but are not limited to:

- a. Commitment to Statutory Partner and collaborating entities
 - i. Ensuring the oversight and execution of deliverables for the EPA CCG by the Statutory Partner and collaborating entities;
 - ii. Building and supporting a culture of collaboration and trust between Statutory Partner and collaborating entities; and
 - iii. Roles and Responsibilities
 - a. Coordinating all components of the EPA CCG and processing the approval of the Proposal through the EPA as may be necessary or appropriate;
 - b. Overseeing and coordinating the EPA CCG;
 - c. Preparing and disbursing the EPA CCG funds to Statutory Partner and collaborating entities through subawards for eligible administration and services upon submission of full and complete disbursement requests, subject to EPA review and approval;
 - d. Submitting all invoices and associated summary reports, and annual reports to the EPA CCG Program staff;
 - e. Participating in regular check-in meetings with EPA CCG Program staff;
 - f. Providing LEAD APPLICANT staff support during the entirety of the grant term; and
 - g. Achieving and monitoring goals and associated indicators as defined by the EPA CCG Proposal, EPA CCG, and EPA CCG Program Guidelines.
 - h. The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - i. The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project.
- b. Governance
 - i. LEAD APPLICANT will serve as the lead administrator of the EPA CCG and will be responsible for the operational and administrative aspects of the grant.

- ii. LEAD APPLICANT will work closely with Statutory Partner and collaborating entities to ensure that the EPA CCG Proposal is implemented in accordance with the grant requirements and the EPA CCG Guidelines.

c. Build Equitable Policies & Processes

LEAD APPLICANT recognizes the importance of equity in addressing climate change and will prioritize building equitable policies and processes throughout the EPA CCG term. LEAD APPLICANT, in partnership with Statutory Partner, commits to engaging with communities that have been historically excluded or marginalized in the development and implementation of the EPA CCG Proposal. LEAD APPLICANT will work to ensure that the benefits of the EPA CCG are distributed equitably, and that those who have been most impacted by climate change are prioritized in the allocation of resources. To achieve this, LEAD APPLICANT will:

- i. Work with Statutory Partner and collaborating entities to engage with community members and local organizations to understand the specific needs and concerns of these communities.
- ii. Work to incorporate equity into the EPA CCG Proposal and ensure that the proposed projects are designed to meet the needs of all members of the community, including those who have been historically excluded or marginalized.
- iii. Work with Statutory Partner and collaborating entities to prioritize the hiring and training of individuals from the communities being served by the EPA CCG, to the extent allowable by applicable law.
- iv. Work with Statutory Partner and collaborating entities to ensure that the hiring process is transparent and inclusive, and that all candidates have equal opportunities to apply and be considered for the available positions.
- v. Work with Statutory Partner and collaborating entities to regularly assess and monitor the impact of the EPA CCG on the community, and to make any necessary adjustments to ensure that the benefits are distributed equitably.

d. Additional Roles & Responsibilities

- i. Communication and Coordination: LEAD APPLICANT will work closely with Statutory Partner and collaborating entities and other stakeholders to align on norms for communication expectations, response times, and prioritization of tasks. LEAD APPLICANT will also ensure

clarity of roles and processes, and will facilitate an interconnected collaboration of organizations and individuals involved in the project.

The Grant will be managed by LEAD APPLICANT, with support from STATUTORY PARTNER, and will be responsible for implementing the grant, and making efforts to preserve the EPA CCG project area's history and culture, while supporting a healthy and vibrant community - with tools that support the work needed to overcome a history of race-based land use policies - where all have dignified, affordable housing and economic vitality.

STATUTORY PARTNER:

Proteus Inc will serve as STATUTORY PARTNER. The role of STATUTORY PARTNER is to serve as primary liaison and coordinator for LEAD APPLICANT, and Community Stakeholders.

- a. Commitment to collaborating entities:
 - i. In coordination with LEAD APPLICANT, providing support and guidance to ensure the execution of deliverables for the EPA CCG by collaborating entities
 - ii. In coordination with Lead Applicant, building and supporting a culture of collaboration and trust between collaborating entities and Community Stakeholders; and
- b. Roles and Responsibilities:
 - i. In coordination with LEAD APPLICANT, coordinating all components of the EPA CCG Proposal and processing the approval of the EPA CCG Proposal through the EPA as may be necessary or appropriate;
 - ii. Leading the coordination between partners and community stakeholders for the EPA CCG Proposal projects;
 - iii. If deemed necessary; hiring and managing staff to oversee and coordinate the EPA CCG Project activities.

V. PRIMARY PROJECT CONTACTS

The Primary Project Contact(s) may be changed via notification in writing by the respective Partner.

VI. PROFITS

There are no anticipated profits as an outcome of this grant agreement other than the allocation of grant funding referenced above.

VII. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for purposes related to grant deliverable completion, publicity of the grant, community outreach, and procurement and fulfillment of other grants which may fund this work purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOA shall take effect upon signing by both Parties and shall remain in effect for a period of 4 years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOA without the prior written consent of the other party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

The Lead Applicant and Statutory Partner agree, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those contained in this partnership agreement.

IX. TERMINATION

Any Party may terminate this MOA and any related agreement, workplan and budget at any time and for any reason by giving 30 days prior written notice to the other Party; provided, however, that in the event Statutory Partner or collaborating entity fails to perform any of its obligations under this MOA, Lead Applicant shall have the right to terminate this MOA and any related agreement, workplan and budget immediately upon written notice.

If this agreement is terminated, Lead Applicant will replace Statutory Partner with another Statutory Partner through identification, interviews, and reference checks. This process will be done to ensure the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. Statutory Partner replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6).

If Statutory Partner is replaced, this agreement will be amended to include new partners.

X. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOA does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOA. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All Statutory Partner funds are further subject to Statutory Partner's obligation to expend EPA CCG funds solely in accordance with the agreed upon budget and the line items contained therein.

XI. NO JOINT VENTURE

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XII. MEDIATION, CONFLICT AND DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 30 calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

- a. Non-Binding Arbitration. If the parties are unable to resolve, through the agreed upon Mediation and Conflict Resolution Process, any controversy, dispute, or claim arising under this Agreement, at the request of either party, both parties agree to participate in non-binding arbitration. The arbitration shall be heard by a single arbitrator according to the rules of the American Arbitration Association, and will follow the rules of law, discovery, and evidence as then in effect in the District Court of the State of California, xx, County or as determined by the arbitrator.
- b. Venue. The venue for any proceeding will be in Tulare County, California.
- c. Costs and Expenses. Each party shall bear its own costs and expenses in any proceedings.

XIII. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by via electronic signature.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below

Proteus Inc

Date: 9/16/2024

By 
Print Name: Michelle Engel-Silva
Title: Chief Executive Officer

Date: 9/16/2024

By 
Mario A. Gonzalez [Sep 16, 2024 13:26 PDT]
Print Name: Mario Gonzalez
Title: Board Chair

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By 
Deputy

Matter # 20241429

Attachment “A”

Vicinity Map

City of Tulare Wastewater Treatment Plant



Community Solar and BESS

Existing City / County Sewer Project (in final design stage)

Proposed Complete Streets & Drainage Updates

Proposed TID Canal Undergrounding

Proposed TID Canal Undergrounding

Unincorporated Matheny North

TID Basin
Google Earth

Image © 2024 Airbus

Attachment "C"

Notice of Determination Addendum

NOTICE OF DETERMINATION ADDENDUM

Fee Exempt per Government Code Section 6103

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
Room 105, Courthouse
221 South Mooney Blvd.
Visalia, CA 93291

Lead Agency: County of Tulare c/o Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277 (559) 624-7000
Attn: gmills@tularecounty.ca.gov and jwillis@tularecounty.ca.gov

DATE RECEIVED FOR FILING AT TULARE COUNTY CLERK'S OFFICE

Applicant(s): Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277 (559) 624-7000

Subject: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

Project Title: Addendum to the Tulare County 2030 General Plan – Matheny Tract Community Change Grant Program Application

State Clearinghouse Number: 2006041162

Contact Person: Gary Mills, Chief Environmental Planner

Telephone Number: 559-624-7199

Project Location: Various locations within the Community of Matheny Tract in unincorporated Tulare County

Project Description: Tulare County has identified and developed a project within Matheny Tract for submittal of application for funding through the Environmental Protection Agency (EPA) Community Change Grant Program. The project includes the construction of the North Matheny Complete Street proposal, which will include curb, gutter, and sidewalks that adhere to the American Disabilities Accessibility (ADA) Compliance Act. This will allow for improved stormwater drainage, community connectivity, and promotion of Active Transportation (walking, biking, and public transit). The project also includes the undergrounding of the Tulare Irrigation District canal that traverses the community along Canal Street. This will be accomplished through an irrigation pipe that will flow into the nearby District Basin. A decomposed granite walkway on top of the undergrounded canal will provide a community path for exercise and recreation. This project component will also reduce stormwater and flood risk during precipitous weather.

A Recirculated Draft Environmental Impact Report (RDEIR) for the Tulare County 2030 General Plan Update (SCH# 2006014462) adopted by the Tulare County Board of Supervisors in August 2012. The Tulare County Board of Supervisors approved General Plan Initiation GPI 17-001 to prepare a General Plan Amendment for Unincorporated Community Plans, Hamlet Plans, and Legacy Plans. An Addendum to the RDEIR was prepared to address the newly prepared Hamlet and Legacy Plans, collectively identified as General Plan Amendment GPA 17-035. The Matheny Tract Legacy Plan, General Plan Amendment GPA 174-29 was one of the 16 communities included in GPA 17-035. The Matheny Tract Legacy Plan consists of multiple components., including the Matheny Tract Complete Streets Plan. The Addendum for the Hamlet and Legacy Plans was adopted by the Tulare County Board of Supervisors on December 5, 2017. The project is consistent with the goals and policies set forth in the 2030 General Plan Update, Matheny Tract Legacy Plan, and the Matheny Tract Complete Streets Plan. The project must comply with the applicable mitigation measures identified in the Mitigation and Monitoring Report (MMRP) of the RDEIR.

This is to advise that the **TULARE COUNTY BOARD OF SUPERVISORS/PLANNING COMMISSION**, as Lead Agency Responsible Agency, has approved the above-described project on **September 24, 2024**, and has made the following determinations regarding the above-described project: [Check the appropriate box below for each of the six items by clicking on the box]

1. The project will will not] have a significant adverse impact on the environment.
2. An Addendum Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

- 3. Mitigation Measures [were were not] made a condition of approval of this project.
- 4. A Mitigation Monitoring and Reporting Plan [was was not] adopted for this project.
- 5. A Statement of Overriding Considerations [was was not] adopted for this project.
- 6. Findings [were were not] made pursuant to the provision of CEQA.

This is to certify that the environmental document and record of project approval is available to the General Public and may be examined at: Tulare County Resource Management Agency, 5961 S Mooney Blvd., Visalia CA 93277.

Signature: _____ Date: _____ Title: Chief Environmental Planner
Gary A. Mills

Signature: _____ Date: _____ Title: Environmental Assessment Officer
Reed Schenke, P.E. RMA Director

Signed by Lead Agency

Date submitted to the OPR/SCH: _____

Dept. of Fish & Wildlife Fees Required

EIR

MND

ND

Dept. of Fish & Wildlife Fees Not Required – Fees Paid
Receipt Number: _____

Cc: California. Dept. of Fish & Game, 1416 Ninth St., 12th Floor, Sacramento, CA 95814

Note: Authority cited: Section 21083, Public Resource Code; Reference: Sections 21108, 21152 and 21167, Public Resource Code.