

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, January 7, 2015
6:00 p.m. – Closed Session
6:30 p.m. – Regular Session

Council Chambers
City Hall

6:00 p.m. **CALL TO ORDER CLOSED SESSION**

ROLL CALL: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

PUBLIC COMMENT: Closed Session

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the Council on Closed Session items listed on the Agenda. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 6:30 p.m. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. CLOSED SESSION *Closed Session items not concluded prior to the Regular Session may be continued at the end of the Regular Session.*

A-1 Closed Session Announcement – City Attorney

A-2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8

PROPERTY: 1 PARCEL

(1) 128 Sherwood Way APN: 003-130-002

Agency Negotiators: Mary Ann Seay, John Scarborough, Les Jorgensen
Negotiating Parties: Rodolfo Barboza
Under Negotiation: Price & Terms

A. RECONVENE CLOSED SESSION

A-3 Closed Session Report – City Attorney

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6:30 p.m. CALL TO ORDER REGULAR SESSION

**ROLL CALL: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.**

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and Clearpoint Credit Counseling Solutions to Provide First-Time Homebuyer Education as Required by the Neighborhood Stabilization Program 3 and Authorizing the Mayor to Execute the Agreement (Report by Daniel Abdella)
- B-4 Consideration of a Minute Order Authorizing the Submittal of a Time Extension Request to the Madera Local Agency Formation Commission for the Southeast Madera Development Annexation and Authorizing the Mayor to Sign the Request Letter On Behalf of the City (Report by David Merchen)
- B-5 Consideration of a Resolution Approving an Amendment Regarding a Cost of Living Increase to the Employment Agreement with the City Attorney (Report by Wendy Silva)

B-6 Request to Schedule Public Hearing for Appeal of Planning Commission Conditions of Approval (Report by Chris Boyle)

B-7 Status Report on the City of Madera 2014/2015 Budget (Report by Tim Przybyla)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT

C-1 Consideration of a Resolution Adopting the Madera Groundwater Authority Joint Powers Agreement on Behalf of the City

And

Designation of a Primary Member, a First Alternate, and a Second Alternate to Serve as the City's Representative to the Madera Groundwater Authority (Report by David Merchen)

C-2 Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 15 of Title III of the Madera Municipal Code Pertaining to Weed Abatement (Report by Monica Diaz)

C-3 Second Reading and Consideration of Adoption of an Ordinance Amending Section 13 of Chapter 5 of Title V of the Madera Municipal Code Pertaining to Water Use Restrictions (Report by Dave Randall)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of Approval of Change in Meeting Agenda Format or in the Alternative Request that the Council Provide Alternate Direction to Staff (Report by Brent Richardson)

F. COUNCIL REPORTS

ADJOURNMENT – Next regular meeting January 21, 2015

Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for January 7, 2015, near the front entrances of City Hall at 3:00 p.m. on December 31, 2014.



Sonia Alvarez, City Clerk

Agenda: January 7, 2015

Item: B-1

There are no Minutes for consideration.

City of Madera

Council Meeting Of January 7, 2015
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 1/7/2015

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

December 6, 2014 to December 24, 2014

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	197776-197961	\$	758,469.00
Wire Transfer	Union Bank Payroll and Taxes	\$	507,239.35
Wire Transfer	SDI	\$	1,662.82
Wire Transfer	Cal Pers	\$	156,259.10

Respectfully submitted,



Jim Przybyla
Financial Services Director

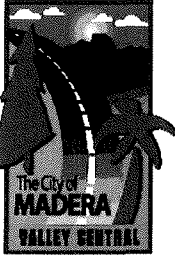
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
December 8th, 2014

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
197776	12/11/2014	GARCIA, VERONICA	PARK DEPOSIT REFUND	50.00
197777	12/11/2014	YBARRA, PATRICIA	PARK DEPOSIT REFUND	50.00
197778	12/11/2014	NEWKIRK, BILL	REFUND DEPOSIT	11.60
197779	12/11/2014	THE BANK OF NEW YORK MELLON	WATER REVENUE BOND ADMIN FEES	2,299.50
197780	12/11/2014	USC FCCCHR	WATER PURVEYOR MEMBERSHIP ANNUAL FEE	820.00
197781	12/11/2014	A & B TURF	GRIND REELS	840.00
197782	12/11/2014	AOT PUBLIC SAFETY CORP.	2015 SOFTWARE LICENSE RENEWAL	5,582.00
197783	12/11/2014	AT&T	11/19- 12/18 PRIVATE LINE SERVICE	360.87
197784	12/11/2014	AT&T	10/14 SVS 5596641958648	871.76
197785	12/11/2014	AT&T	11/14 SVS 2343426045867	2,482.35
197786	12/11/2014	AT&T	11/14 SVS 2343418109379	1,804.01
197787	12/11/2014	AT&T	11/14 SVS 5596739362361	261.61
197788	12/11/2014	THE ARC FRESNO	CITY CAN ORDERS- NOVEMBER 2014	1,728.50
197789	12/11/2014	BSK ASSOCIATES	WATER SAMPLES	8,654.00
197790	12/11/2014	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	1,339.88
197791	12/11/2014	DEPARTMENT OF PUBLIC HEALTH	DISTRIB CERTIF RENEWAL- D3 RON HESTER	140.00
197792	12/11/2014	COMCAST	12/14 INTERNET SVS 8155500320322006	83.94
197793	12/11/2014	COMCAST	CITY INTERNET CONNECTION 11/15- 12/14/14	1,520.00
197794	12/11/2014	DAVID BIGLER ASSOCIATES	DESIGN/CONST PLANS FOR 4TH MEDIAN LNDSCP	350.00
197795	12/11/2014	JAKUSZ PROPERTY MAINTENANCE	NOVEMBER 2014 MONTHLY SERVICE	28,235.07
197796	12/11/2014	FLUID DYNAMICS	POLYMER PUMP REPAIRS PARTS	173.06
197797	12/11/2014	FRESNO COUNTY TREASURER	WATER SAMPLES	2,163.00
197798	12/11/2014	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	1,027.82
197799	12/11/2014	GUARDIAN SWEEPING	MONTHLY POWER SWEEPING	482.00
197800	12/11/2014	HARBISON INTERNATIONAL INC.	PRGRESS PMT #8- PINE/PECAN PIP	1,390.41
197801	12/11/2014	JSL CONSTRUCTION INC.	PMT #4- 27152 SAN BRUNO AVE	7,920.00
197802	12/11/2014	LEXISNEXIS	NOVEMBER CHARGES	274.00
197803	12/11/2014	MUNISERVICES, LLC	SOLID WASTE AUDIT PHASE 2	16,398.07
197804	12/11/2014	CITY OF MADERA	INTERMODAL WATER/SEWER- 123 N E ST #101	50.65
197805	12/11/2014	CITY OF MADERA	INTERMODAL WATER- 123 N E ST	43.58
197806	12/11/2014	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
197807	12/11/2014	MADERA TRIBUNE	PUBLIC NOTICE PC 12/09/14	90.00
197808	12/11/2014	MADERA UNIFORM & ACCESSORIES	OAK LEAVES	125.17
197809	12/11/2014	SYSCO OF CENTRAL CALIFORNIA	POOL CONCESSION SUPPLIES	702.95
197810	12/11/2014	MRO ENGINEERS, INC.	AS-BUILT PLANS CHANGES ELLIS/AVE 16 OC	10,794.83
197811	12/11/2014	MIDSTATE AUTOMOTIVE EQUIPMENT	REPAIRS	316.00
197812	12/11/2014	WILLDAN FINANCIAL SERVICES	ADMIN SVS- DECEMBER 2014	786.78
197813	12/11/2014	P G AND E	11/14 SVS 1619119913-8	1,425.77
197814	12/11/2014	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	247.00
197815	12/11/2014	PECK'S PRINTERY	PARKING CITATIONS	2,795.72
197816	12/11/2014	FAVILA, FRANCISCO	FULL REFUND OF PERMIT #20141437	446.34
197817	12/11/2014	TORRES, ANGELA	DEPOSIT REFUND	100.00
197818	12/11/2014	PEREZ, CESAR	PARK DEPOSIT REFUND	50.00
197819	12/11/2014	PLASCENCIA, CASSANDRA	PARK DEPOSIT REFUND	50.00
197820	12/11/2014	GARCIA, NATALIE	PARK DEPOSIT REFUND	50.00
197821	12/11/2014	SANCHEZ-BARAJAS, ALFREDO	PARK DEPOSIT REFUND	50.00
197822	12/11/2014	HERNANDEZ, SOCRATES	FACILITY DEPOSIT REFUND	250.00
197823	12/11/2014	ORDAZ, VICTOR	FACILITY CANCELLATION REFUND	1,204.00
197824	12/11/2014	REYES, VANESSA	T-BALL OVERCHARGE	10.00
197825	12/11/2014	PHOENIX GROUP INFO SYS	CITATIONS- OCTOBER 2014	205.20
197826	12/11/2014	POLYDYNE INC.	CENTRIFUDGE BIOSOLIDS	5,365.44
197827	12/11/2014	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	456.32
197828	12/11/2014	PRICE PAIGE AND COMPANY	PROF AUDIT SVS PRD FOR ENDING 11/30/14	16,775.00
197829	12/11/2014	SIMPLEXGRINNELL	ANNUAL SVS	593.12
197830	12/11/2014	SUNEDISON, LLC	SOLAR ENERGY USAGE 11/1/14- 11/30/14	4,036.26
197831	12/11/2014	JESUS S. SUSTAITA	NSP3- LEAD PAINT INSPECTION	550.00
197832	12/11/2014	TESEI PETROLEUM INC.	PROPANE	21,969.82
197833	12/11/2014	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS- NOVEMBER 2014	110.25
197834	12/11/2014	TUCKNESS, MATTHEW	REPLACEMENT OF RIDING GLOVES	53.99
197835	12/11/2014	UNION BANK OF CALIFORNIA	SVS FOR PERIOD 8/1/14- 10/31/14	875.00

197836	12/11/2014	US BANK CORPORATE PAYMENT SYSTEMS	11/14 CAL-CARD CHARGES	107,359.79
197837	12/11/2014	VILLA GARDENING SERVICE INC	NOVEMBER GARDENING SVS- ACCORNERO PARK	715.00
197838	12/11/2014	VISION SERVICE PLAN-(CA)	VISION SERVICE PLAN VSP DECEMBER 2014	2,343.50
197839	12/11/2014	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT CONTROL SERVICE	1,035.00
197840	12/18/2014	BURRITO KING	NEW BUSINESS DEV- OCT 18, 2014	367.20
197841	12/18/2014	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR DECEMBER 2014	60.00
197842	12/18/2014	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE 12/19/14 PR	716.19
197843	12/18/2014	AM CONSERVATION GROUP, INC.	SINK ARIATOR CONSERVATION	1,404.00
197844	12/18/2014	ARAMARK UNIFORM SERVICES	11/14 UNIFORM SERVICES	3,362.35
197845	12/18/2014	BSK ASSOCIATES	WATER SAMPLES	40.00
197846	12/18/2014	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 12/19/14 PAYROLL	1,121.17
197847	12/18/2014	PG & E	STUDY FOR UPGRADE	1,000.00
197848	12/18/2014	DIAMOND COMMUNICATIONS	ELEVATOR INSPECTION	482.50
197849	12/18/2014	DUSTIN PEST CONTROL	NSP3- PEST CONTROL FOR 27333 SAN BRUNO	75.00
197850	12/18/2014	PINEDA OCTAVIANO R	Utility Billing Credit Refund	212.05
197851	12/18/2014	BENTON RAYMOND	Utility Billing Deposit Refund	32.86
197852	12/18/2014	WEST BECKI	Utility Billing Credit Refund	193.90
197853	12/18/2014	RAMIREZ RIGOBERTO	Utility Billing Credit Refund	133.84
197854	12/18/2014	CORREA AVILA MARIA YANELI	Utility Billing Credit Refund	137.00
197855	12/18/2014	PEREZ DAVID OR CITY OF MADERA	Utility Billing Credit Refund	157.53
197856	12/18/2014	KEYS LASHAWNA	Utility Billing Credit Refund	123.85
197857	12/18/2014	FIELDER PHILIP W	Utility Billing Credit Refund	264.23
197858	12/18/2014	BORCHARDT DAVID	Utility Billing Credit Refund	198.42
197859	12/18/2014	GILMORE KYLE AND RHIANNON	Utility Billing Credit Refund	20.41
197860	12/18/2014	ORDAZ MARTHA L	Utility Billing Credit Refund	138.36
197861	12/18/2014	BEAS YASMIN AND ADAM OR CITY OF MADERA	Utility Billing Credit Refund	225.25
197862	12/18/2014	MACKOWSKI MARTIN	Utility Billing Credit Refund	557.12
197863	12/18/2014	VAZQUEZ ENEDIA A	Utility Billing Credit Refund	86.29
197864	12/18/2014	MARTINEZ LUIS	Utility Billing Credit Refund	150.42
197865	12/18/2014	MORALES ALICIA	Utility Billing Credit Refund	228.55
197866	12/18/2014	LOPEZ BLANCA	Utility Billing Credit Refund	240.22
197867	12/18/2014	SIMPSON ROBERT	Utility Billing Credit Refund	207.71
197868	12/18/2014	DIAZ VALERIE	Utility Billing Credit Refund	1,361.54
197869	12/18/2014	OLVERA RUBEN	Utility Billing Credit Refund	123.15
197870	12/18/2014	CHAVIRA DEBORAH OR CITY OF MADERA	Utility Billing Credit Refund	150.46
197871	12/18/2014	HERNANDEZ ALEJANDRO H	Utility Billing Credit Refund	126.73
197872	12/18/2014	FLORES ADAM OR CITY OF MADERA	Utility Billing Credit Refund	150.23
197873	12/18/2014	VEGA ISRAEL	Utility Billing Credit Refund	210.96
197874	12/18/2014	INTELIS CORPORATION A MGT CO FOR MRO INVESTMENTS	Utility Billing Credit Refund	74.80
197875	12/18/2014	OBSIDIAN PROPERTIES GROUP LLC	Utility Billing Credit Refund	137.07
197876	12/18/2014	KB HOME CENTRAL CA	Utility Billing Credit Refund	169.27
197877	12/18/2014	KB HOME CENTRAL CA	Utility Billing Credit Refund	188.44
197878	12/18/2014	CORTEZ MARYALICE	Utility Billing Credit Refund	64.75
197879	12/18/2014	KSA REALTY INC	Utility Billing Credit Refund	139.43
197880	12/18/2014	FASTENAL COMPANY	MAINTENANCE SUPPLIES	156.17
197881	12/18/2014	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 12/1- 12/15/14	7,068.75
197882	12/18/2014	GEIL ENTERPRISES, INC.	JANITORIAL FLOOR CLEANING WWTP	1,200.00
197883	12/18/2014	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
197884	12/18/2014	JSL CONSTRUCTION INC.	PMT #5- 27152 SAN BRUNO AVE	2,176.20
197885	12/18/2014	JONES, OVID C.	REIMBURSEMTS	908.68
197886	12/18/2014	M A C E A	DECEMBER 2014 MONTHLY DUES	29.00
197887	12/18/2014	CITY OF MADERA	NSP3 UTILITIES- 1063 SAN CARLOS AVE	76.83
197888	12/18/2014	CITY OF MADERA	NSP3 UTILITIES- 999 SAN BRUNO AVE	72.57
197889	12/18/2014	CITY OF MADERA	NSP3 UTILITIES- 1990 TANGERINE AVE	63.03
197890	12/18/2014	CITY OF MADERA	PAN AM UTILITIES- DECEMBER 2014	120.97
197891	12/18/2014	M.C.E.A.	DECEMBER 2014 MONTHLY DUES	210.00
197892	12/18/2014	MADERA CLEANERS & LAUNDRY	FLOOR MAT SERVICE	32.30
197893	12/18/2014	MADERA COUNTY E D C	ECONOMIC SUMMIT 12/11/14 PRO TEM OLIVER	30.00
197894	12/18/2014	M P O A	DECEMBER 2014 MONTHLY DUES	7,043.80
197895	12/18/2014	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/19/14 PAYROLL	5,776.52
197896	12/18/2014	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/19/14 PAYROLL	2,210.64
197897	12/18/2014	OPERATING ENGINEERS, LOCAL #3	DECEMBER 2014 MONTHLY DUES	4,493.50
197898	12/18/2014	P G AND E	11/14 SVS 5225647713-5	10.35
197899	12/18/2014	RBC CAPITAL MARKETS	REMARKETING SVS 8/1/14 THROUGH 11/02/14	939.97
197900	12/18/2014	SEABURY, COPELAND & ANDERSON	POLICY RENEWAL- CRIME POLICY	4,477.00

197901	12/18/2014	SPARKLETTS	LAB AND DRINKING WATER	131.96
197902	12/18/2014	SIMPLEXGRINNELL	YEARLY SERVICE	689.43
197903	12/18/2014	THRIVE FITNESS	DECEMBER 2014 MONTHLY DUES	155.00
197904	12/18/2014	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/19/14	17,578.00
197905	12/18/2014	WEST COAST ARBORISTS, INC.	ZONE 6A STREET TREE MAINTENANCE	8,360.00
197906	12/24/2014	MORGAN, SHIRLEY	PARK CANCELLATION REFUND	165.00
197907	12/24/2014	ACTIVE NETWORK, LLC.	SCANNERS FOR ACTIVENET REGISTRATION	608.53
197908	12/24/2014	AMERICAN MOBILE SHREDDING	SHREDDING SVC	560.00
197909	12/24/2014	AMERICAN PUBLIC WORKS ASSOCIATION	APWA MEMBERSHIP	174.00
197910	12/24/2014	BSK ASSOCIATES	PERMIT COMPLIANCE	104.00
197911	12/24/2014	BRIDGE STORE	ALTERNATIVE PAY STATION SVS FOR NOV '14	644.00
197912	12/24/2014	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	630.00
197913	12/24/2014	MADERA TROPHY	BASKETBALL TROPHY	49.68
197914	12/24/2014	CBCINNOVIS, INC	ACCESS FEE	16.00
197915	12/24/2014	CANON FINANCIAL SERVICES	COPIER LEASE	4,252.01
197916	12/24/2014	CENTRAL VALLEY PRESORT	12/14 AR STATEMENTS	6,828.56
197917	12/24/2014	COMCAST	PD CABLE TV 12/14- 1/13/14	126.67
197918	12/24/2014	CONCENTRA MEDICAL CENTERS	DOT TESTING	202.50
197919	12/24/2014	CYRUN	ALLIANCE MAINT & SUPPORT CONTRACT	50,000.00
197920	12/24/2014	DAVID BIGLER ASSOCIATES	CONSULTING SVS	1,500.00
197921	12/24/2014	DIAMOND COMMUNICATIONS	PANAM ALARM MONITORING	26.00
197922	12/24/2014	JAKUSZ PROPERTY MAINTENANCE	12/12 GARDENING SERVICES	2,505.00
197923	12/24/2014	ESPINOZA SEWER SERVICE	TOILET CLEANING	50.00
197924	12/24/2014	FEDERAL EXPRESS	OVERNIGHT SHIPPING	33.59
197925	12/24/2014	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	AUGUST SUPPLIES FOR SITES	62.94
197926	12/24/2014	FRESNO REPROGRAPHICS	ST 11-04 PLANS/SPECS	129.12
197927	12/24/2014	GEIL ENTERPRISES, INC.	DECEMBER JANITORIAL SERVICE	7,338.57
197928	12/24/2014	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	27.35
197929	12/24/2014	HERITAGE K9	BI-MONTHLY MAINTENANCE TRAINING- NOV '14	866.67
197930	12/24/2014	INGRAM DIGITAL ELECTRONICS	CONSULTING SERVICES	682.50
197931	12/24/2014	JSL CONSTRUCTION INC.	PMT#6- 27152 SAN BRUNO AVE	4,185.00
197932	12/24/2014	KEMBLE, PATRICK	GRADE IV WWTP CERTIFICATION FEE REIMB	340.00
197933	12/24/2014	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SVS	86.87
197934	12/24/2014	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	112.74
197935	12/24/2014	CITY OF MADERA	ARTS COUNCIL MEETING LUNCHEON	180.00
197936	12/24/2014	CITY OF MADERA	CITY COUNCIL CONFIRMATION RECEPTION	220.00
197937	12/24/2014	MADERA COUNTY TREASURER	OCTOBER 2014- PARKING PENALTIES	216.00
197938	12/24/2014	MADERA COUNTY	NSP3 DEC UTILITIES- 27152 SAN JOSE AVE	30.43
197939	12/24/2014	MADERA COUNTY	NSP3 DEC UTILITIES- 27333 SAN BRUNO AVE	27.66
197940	12/24/2014	MADERA CO. ENVIRONMENTAL HEALTH DEPT	PERMIT FEES	750.00
197941	12/24/2014	MADERA HONDA SUZUKI	R&R REAR TIRE SERVICE	26,195.66
197942	12/24/2014	SYSCO OF CENTRAL CALIFORNIA	YOUTH CENTER CONCESSIONS	471.38
197943	12/24/2014	MED-TECH RESOURCES, INC.	GLOVES	871.98
197944	12/24/2014	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVC- NOVEMBER 2014	283,058.23
197945	12/24/2014	MINTIER HARNISH PLANNING CONSULTANTS	PROFESSIONAL SVC	3,604.00
197946	12/24/2014	HERNANDEZ, ROMAN	CAT TRAP DEPOSIT REFUND	28.00
197947	12/24/2014	MENDEZ, ADRIANA	FACILITY DEPOSIT REFUND	100.00
197948	12/24/2014	MOLINA, HUMBERTO	HOTEL REIMBURSEMNT	182.60
197949	12/24/2014	PETTY CASH - NEIGHBORHOOD REVITALIZATION	PETTY CASH	408.50
197950	12/24/2014	ROBINSON, DEREK	MILEAGE REIMB- MID VALLEY LUNCHEON	61.31
197951	12/24/2014	RON'S TOWING & ROAD SERVICE	TIRE CHANGE	45.00
197952	12/24/2014	SJVAPCD	PERMIT APP FEE- WELL 18	71.00
197953	12/24/2014	SCHOETTLER TIRE, INC.	TRACTOR TIRE REPAIR	155.24
197954	12/24/2014	SIMPLEXGRINNELL	FIRE EXT SERVICE	439.61
197955	12/24/2014	SYNAGRO WEST, INC.	SLUDGE HAULING/DISPOSAL	5,691.31
197956	12/24/2014	TAMARACK PEST CONTROL	DECEMBER 2014 PEST CONTROL SVC	510.00
197957	12/24/2014	TESEI PETROLEUM, INC.	FUEL	367.69
197958	12/24/2014	UNITED RENTALS, INC	STUMP GRINDER	580.93
197959	12/24/2014	UNION PACIFIC RAILROAD	FRT PROJECT	735.04
197960	12/24/2014	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	87.00
197961	12/24/2014	WEST COAST ARBORISTS, INC.	SAFETY TREE TRIMMING	1,100.00

Bank # 1 - Union Bank General Account Total 758,469.00



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF January 7, 2015

AGENDA ITEM NUMBER B-3

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and Clearpoint Credit Counseling Solutions to Provide First-Time Homebuyer Education as Required by the Neighborhood Stabilization Program 3 and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends Council approve the resolution approving a Memorandum of Understanding between the City of Madera and Clearpoint Credit Counseling Solutions for the provision of first-time homebuyer education classes.

DISCUSSION:

Neighborhood Stabilization Program 3 (NSP3) regulations require grant recipients to provide homebuyer education to all program participants. The homebuyer education provider must be approved by the Department of Housing & Urban Development (HUD). Clearpoint Credit Counseling Solutions (CCCS) is currently providing this service. The MOU expired, and a new MOU is needed. The Memorandum of Understanding contains the terms of the City's agreement with CCCS, including the cost and minimum number of participants per workshop. (See Attachment A)

FINANCIAL IMPACT:

Entering into this MOU does not impact the General Fund because providing homebuyer education is a grant-funded activity.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Strategy 101.10: Ensure adequate supply of affordable housing by promoting programs to assist in home ownership.

RESOLUTION NO.: 2015-__

**A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MADERA AND CLEARPOINT CREDIT COUNSELING SOLUTIONS
REGARDING HOMEBUYER TRAINING SERVICES AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, CITY provides financial assistance to homebuyers in the form of down payment assistance loans; and,

WHEREAS, the funding for CITY's down payment assistance loans is provided by a variety of Federal, State and local sources, each of which impose certain conditions and requirements on the use of their funds; and,

WHEREAS, Clearpoint Credit Counseling Solutions (CCCS) is a non-profit organization that provides Homebuyer Education services for prospective first-time homebuyers who might avail themselves of down payment assistance loans from CITY; and,

WHEREAS, CITY does not directly provide Homebuyer Training services and, therefore, needs to obtain a qualified non-profit organization to provide such service to whom it can refer prospective borrowers; and,

WHEREAS, CCCS is a qualified non-profit organization that is certified by the federal Department of Housing & Urban Development to provide the appropriate Homebuyer Education services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. The above recitals are true and correct.
2. The proposed Memorandum of Understanding between the City and Clearpoint Credit Counseling Solutions, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor of the City of Madera is authorized to execute this Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

Attachment: A

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered this _____ day of _____, 2015, by and between the City of Madera, (hereinafter "CITY") and Clearpoint Credit Counseling Solutions (hereinafter "SERVICE PROVIDER").

1. The curriculum for Homebuyer Training offered by SERVICE PROVIDER shall include the following elements:

- a. Preparing for Homeownership. The curriculum shall include an overview of the pros and cons of homeownership, how to analyze income and expenses, house size and type, home location considerations, comparison home shopping, monthly housing costs and the role of a Realtor.
- b. Financing and Credit Analysis. Topics shall include an overview of various first mortgage and local down payment assistance programs, budgeting, determining income and expenses, understanding the borrower's credit and the role of a credit report, negotiating a purchase, applying for a loan and related fees, financing terms and the home inspection and appraisal processes.
- c. Loan Closing and the Responsibilities of Homeownership. Subject matter shall include an overview of the loan closing process including final walk-through home inspections, the escrow and title insurance functions, property taxes, insurance requirements and closing costs, RESPA and final settlement statements, and such loan documents as a Promissory Note, Deed of Trust and Declaration of Covenants and Restrictions.
- d. Home Maintenance and Loan Servicing. Curriculum shall include topics related to responsible homeownership such as tax incentives, household budgeting, credit control, interior and exterior home maintenance and repair, pride of ownership, being a good neighbor, lenders' servicing, timely loan payments, periodic inspections and equity loans or adding additional financial liens to the property after purchase.

2. SERVICE PROVIDER shall be certified by the U.S. Department of Housing and Urban Development as a qualified provider of homebuyer education training.

3. Homebuyer Training shall be offered only in face-to-face settings personally attended by prospective buyers, specifically excluding on-line classes or correspondence courses.

4. A minimum of eight hours of face-to-face exposure is necessary.

5. A certificate of successful completion of the homeownership education program shall be issued by SERVICE PROVIDER to each prospective homebuyer who successfully completes the education program.

6. Under this MOU, any charges related to the training provided by SERVICE PROVIDER shall be paid at the rate reflected in Exhibit 1 through the Neighborhood Stabilization Grant – 3 (NSP-3) program upon receipt of an Invoice from SERVICE PROVIDER within 30 days following the completion of a scheduled workshop. (See Exhibit: 1 attached hereto and incorporated herein by reference.)

7. CITY shall include SERVICE PROVIDER's contact information in oral and written referral services to its prospective borrowers.

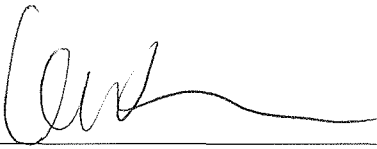
8. The term of this MOU shall expire September 14, 2019, with the proviso that either party may terminate this MOU upon sixty days written notice.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the date first above written.

CITY OF MADERA

**CLEARPOINT CREDIT
COUNSELING SOLUTIONS**

By: _____
Robert L. Poythress, Mayor

By:  _____
Martha Viramontes,
Director of Housing Counseling

Date: _____

Date: 12-16-2014

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

Exhibit: 1

clearpoint

CREDIT COUNSELING SOLUTIONS

**8 Hour Homebuyer Workshop Schedule
City of Madera
Neighborhood Stabilization Program 3
Budget & Schedule**

Number of Workshops
24

Cost Per Workshop
\$1,200
(Minimum of 5 Participants)

Location
City of Madera

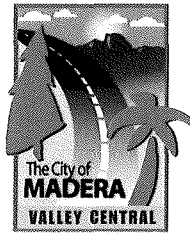
Schedule of Workshop

January 2015 to September 14, 2019
On an as-needed basis

Workshop Cancellation:

- Notice of intention by City to cancel must be in writing to ClearPoint.
- Cancellation notice 15 or more days prior to schedule workshop date, the workshop may be re-scheduled with no additional fee.
- Cancellation notice 5 to 15 days prior to scheduled workshop date, fee of \$150
- Cancellation notice less than 5 days prior to scheduled workshop date, fee of \$250

REPORT TO THE CITY COUNCIL




COUNCIL MEETING OF:
January 7, 2015

AGENDA ITEM NUMBER:
B-4

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Minute Order Authorizing the Submittal of a Time Extension Request to the Madera Local Agency Formation Commission for the Southeast Madera Development Annexation and Authorizing the Mayor to Sign the Request Letter On Behalf of the City

RECOMMENDATION:

Staff recommends that the City Council authorize, by minute order, the submittal of a time extension request and authorize the Mayor to sign a time extension request letter on behalf of the City. A draft time extension request letter is attached for consideration by the Council.

SUMMARY:

The SMD project is a planned neighborhood of about 330 acres located just beyond the City's southeasterly edge. The City's entitlement process was completed in 2013, allowing an annexation application to be filed with LAFCO. The property owner was responsible for the costs of the annexation application, while the City served as the applicant. LAFCO approved the annexation on February 26, 2014, with the condition that the City file an application to annex the adjacent Parksdale community unless a majority of registered voters within the area are opposed to annexation. The approval will expire after one year, on February 26, 2015, if the condition is not satisfied by that date.

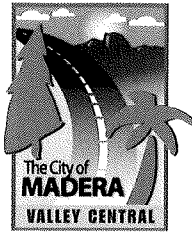
The City and County are presently negotiating a new tax sharing agreement. The agreement previously in place expired last summer. Until a new agreement is reached which defines the terms under which such an annexation would occur, it is not in the City's best interest to engage in the process. Furthermore, the requirements of state law specify that in order for an annexation to occur, the City and County must be in agreement regarding the disposition of property taxes from the annexed area. This agreement has traditionally occurred through the adoption of a "master" tax sharing agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action is consistent with the vision statement for a well planned city: Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure, and anticipate its future with coordinated planning and interagency ocooperation guided by a shared vision....Madera in 2025 is widely recognized as a model for how a small city works. Government services are coordinated, sufficiently-funded and accessible to all residents.

FINANCIAL IMPACT:

There is no financial impact associated with filing the time extension request. If not granted, new filing fees would be required to resubmit an annexation application for the SMD Development to LAFCO.



CITY OF MADERA
MAYOR ROBERT L. POYTHRESS
Phone: (559) 661-5405

January 7, 2015

Chairman Medellin and Members of the Madera LAFCO
Madera Local Agency Formation Commission
200 W. 4th Street
Madera, CA 93637

RE: Time Extension Request – Southeast Madera Development Annexation

Dear Chairman Medellin and Members of the Commission,

Your Commission approved the Southeast Madera Development Annexation on February 26, 2014. A condition of approval specified that the City must file an application to annex the adjacent Parksdale community unless a majority of registered voters within the area are opposed to annexation. Although the City does not object to this condition, it has not yet completed this process. As such, the City respectfully requests that the Madera LAFCO grant a one year time extension to provide an opportunity for the City to comply with the conditions of approval, thereby allowing the annexation to be recorded.

The Master Tax Sharing Agreement between the City and County that had been in place since 2004 expired in June of 2014. The City and County have engaged in negotiations regarding a new agreement, and the City remains optimistic that acceptable terms can be reached, including those that specifically address the annexation of Parksdale. Additionally, we note that all annexations into the City, including the one contemplated by LAFCO's conditions of approval, require an agreement relative to the exchange of property taxes. A master tax sharing agreement has traditionally achieved this purpose, and the City considers it unlikely that project-by-project agreements can be successfully negotiated between the City and County.

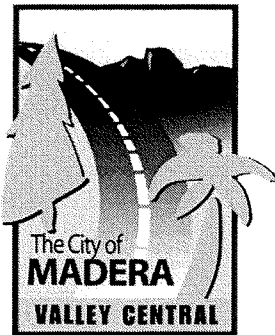
Thank you in advance for your consideration. Please contact David Tooley, City Administrator, with any questions you have regarding this request.

Sincerely,

Robert L. Poythress
Mayor, City of Madera

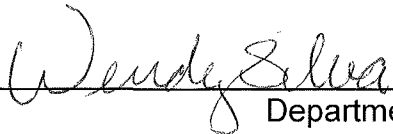
Madera City Council
Mayor Robert L. Poythress, Mayor Pro Tem William Oliver
Council Members Charles F. Rigby, Sally J. Bompreszi, Andrew J. Medellin, Donald E. Holley, Derek O. Robinson Sr.

Report to City Council




Council Meeting of January 7, 2015
Agenda Item Number B-5

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving an Amendment Regarding a Cost of Living Increase to the Employment Agreement with the City Attorney

RECOMMENDATION

Staff recommends Council adopt the resolution amending the employment agreement with the City Attorney and authorizing the Mayor to sign the amendment.

HISTORY

City management and department head employees have individual employment agreements that outline their respective terms and conditions of employment.

SITUATION

Following the City Attorney's annual performance evaluation, a committee consisting of City Council members Andrew Medellin and Donald Holley was appointed to review the terms and conditions of the City Attorney's employment agreement relating to compensation. The committee is recommending the City Attorney receive a cost of living adjustment of 3%, prospectively.

FISCAL IMPACT

There will be no fiscal impact from the approval of this Agreement Amendment. Sufficient funds were included in the adopted 2014-15 City of Madera budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Compensation for City employees is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT REGARDING A COST OF LIVING INCREASE TO THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

Whereas, an ad hoc committee consisting of City Council members Andrew Medellin and Donald Holley was appointed to review the City Attorney's employment agreement relating to compensation; and

Whereas, it is the recommendation of the ad hoc committee that the City Attorney receive a three percent cost of living adjustment prospectively; and

WHEREAS, an Amendment relative to a three percent cost of living increase has been prepared for the City Attorney At Will Employment Agreement and the City Attorney is in concurrence with the proposed amendment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Amendment to the At Will Employment Agreement between the City and Joel Brent Richardson, City Attorney, a copy of which is on file with the office of the City Clerk and referred to for further particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment to the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

**SECOND AMENDMENT TO THE
CITY ATTORNEY AT WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7th day of January, 2015, amends the previous agreement entitled CITY ATTORNEY AT WILL EMPLOYMENT AGREEMENT dated December 4, 2013, and amended June 18, 2014, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Joel Brent Richardson, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated December 4, 2013, to contract with Employee to serve as City Attorney of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to provide for a cost of living increase to base salary.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 5 of the Agreement is amended to read as follows:

Section 5: SALARY

Employer agrees to pay the City Attorney for his services rendered pursuant hereto a base salary of \$12,362.50 per month effective October 19, 2013, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Effective January 10, 2015, employee will receive a three percent (3%) cost of living adjustment (COLA) to his base salary.

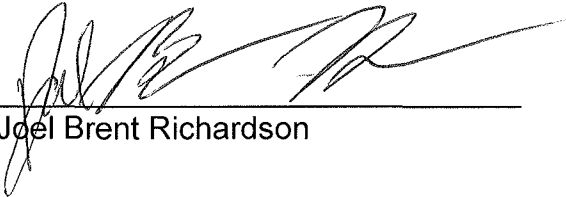
Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Joel Brent Richardson

By: _____
Robert L. Poythress, Mayor

ATTEST

By: _____
Sonia Alvarez, City Clerk

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
January 7, 2015

AGENDA ITEM NUMBER:
B-6

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

Subject: Request to schedule public hearing for appeal of Planning Commission conditions of approval.

Recommendation: Staff recommends the City Council schedule the appeal for public hearing on January 21, 2015.

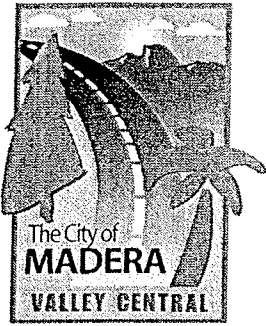
Summary: On December 9, 2014, the Planning Commission approved Conditional Use Permit 2014-26, Variance 2014-06 and Site Plan Review 2014-39, subject to required findings and conditions of approval. The entitlements allowed for the sale of beer and wine and embellishments to signage as part of the reestablishment of a gas station and convenience store located at 211 Madera Avenue.

The applicant, Mr. Ajit Gill, filed an appeal to the conditions of approval on December 10, 2014. Ordinance requires that the Council, at its next duly held meeting, set a date and time for a public hearing on the appeal.

Staff recommends that the City Council schedule the appeal hearing to its next available meeting on January 21, 2015.

Fiscal Impact:

The fee assessed for processing an appeal request assists the City in recovering the costs expended in bringing the appeal request to the City Council.



APPLICATION FOR APPEAL OF ADMINISTRATIVE DECISION



APPLICANT NAME AJIT S. GILL HANDSTOP8@yahoo.com
ADDRESS 530 W. Floral AVE
CITY FRESNO CA 93706 PHONE 559-906-3076

AN APPEAL CANNOT BE ACCEPTED FOR PROCESSING WITHOUT A FULL EXPLANATION OF THE CIRCUMSTANCES SURROUNDING THE ACTION, AND THE GROUNDS FOR THE APPEAL THEREOF. (USE ADDITIONAL SHEETS IF NECESSARY.)

I AM HEREBY APPEALING THE DECISION OF (NAME) AJIT S. GILL ON (date) 12-9-14 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT 211 S. MADERA AVE MADERA 93637 AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 011-071-007. THIS APPEAL IS BASED ON (GIVE A FULL EXPLANATION)

Condition #35 DEDICATION of 10' strip on maderas AVE
a condition #40 Relocating canopy, underground Tank (GAS)
above ground Environment Vapor Recovery, PRICE Sign
and 1 MPD

This will destroy my whole business
I cannot afford to Relocate and NO Place to
locate either. I am Accepting ALL other conditions
Please look situation. Tu
I attached 2 copies of inf.

—Thanks
D

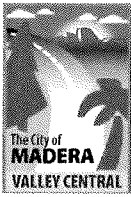
Ajit S. Gill
Signature

THE SUBMISSION OF THIS FORM, COMPLETED AS REQUIRED, AND ACCOMPANIED BY THE APPLICATION FEE AS DETERMINED BY THE CITY COUNCIL, ENTITLES THE APPLICANT TO A HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MADERA AT THE NEXT AVAILABLE PUBLIC HEARING, UNLESS DELAYED AT REQUEST OF THE APPLICANT OR DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF STAFF OR THE CITY COUNCIL OF THE CITY OF MADERA.

RECEIVED

DATE FILED 12/10/14 J. Alvarez of Madera City Clerk
DATE ACCEPTED _____ By: _____
Date: _____

APPLICATION FEE:
Administrative \$1,204.00
Project Approvals \$ 605.00
#1990-8249



REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: January 7, 2015

Agenda Item B: B-7

SUBJECT: STATUS REPORT ON THE CITY OF MADERA 2014/2015 BUDGET

RECOMMENDATION:

Informational only.

DISCUSSION:

At the time the City of Madera 2014/2015 Budget was being approved, there was a projected General Fund budget deficit of approximately \$973,000. Because of that projected deficit and with Council's approval and direction, staff indicated that we would hold off on filling certain positions and on making certain capital expenditures and other programs until mid-fiscal-year, when we had a better idea of what our actual revenues and expenditures were likely to be for Fiscal Year 2014/2015.

Included in the temporarily delayed budget expenditures were the filling of two vacancies in the Police Department and certain capital expenditures such as the purchase of certain computer equipment, accounting software and rolling stock (vehicles) for the City. At the beginning of the fiscal year, the Police Department had six vacancies to fill. Two positions were held upon until November 17, 2014. The other four positions are currently under recruitment but have not yet been filled, due to a lack of available candidates that meet the standards of the Madera Police Department. Based on these delays, the Police Department estimates that it will save the City approximately \$350,000 or nearly 1.2% of the Fiscal Year 2014/2015 General Fund Budget. In addition, the City received a COPS Grant award that will help to offset \$125,000 of remaining personnel costs in 2014/2015. This total savings of \$475,000 will go a long way toward eliminating the \$973,000 projected deficit.

At this point, staff is projecting General Fund revenues of approximately \$325,000 more than budget (including \$125,000 for 2014/2015 in COPS Grant funding). It is still too early to accurately determine what our actual expenditures might be for the remainder of this fiscal year. However, it appears that we are running well below budget on our expenditures, so far. And, we could come close to a balanced General Fund budget (rather than having a \$973,000 deficit), if we are able to come in about 3% to 4% under

budget on overall expenditures in the General Fund. Staff will return to Council with a Mid-Year Budget Report in February, once we have recorded all of the revenues and expenses for the six months ended December 31, 2014 and done further analysis regarding our projections for the remaining six months of Fiscal Year 2014/2015.

In the meanwhile, the City of Madera finished off Fiscal Year 2013/2014 with General Fund expenditures about 4.9% under budget and revenues about 3.9% higher than budget. Approximately one-third (\$351,800) of the excess revenue was made up of Sales Tax that was recorded in Fiscal Year 2013/2014 but should have been included as revenue in Fiscal Year 2012/2013. Because we have historically tended to come in better than budget, because we seem to be trending better than budget again this year and because we have received the COPS grant award, staff is confident that we will finish our Fiscal Year 2014/2015 with a deficit of much less than \$973,000, if not with a balanced General Fund budget. Therefore, we are moving forward with the filling of the Safety positions that were temporarily on hold and with all of the budgeted capital expenditures.

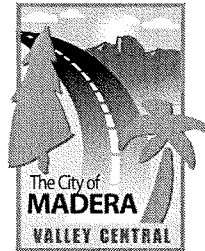
FISCAL IMPACT:

Releasing the budgeted dollars will not impact the General Fund budget. However, staff anticipates that we will finish off Fiscal Year 2014/2015 better than budget. And, we hope to come close to balancing the budget in 2014/2015, rather than realizing the \$973,000 deficit that was projected.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Providing this report to Council is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

REPORT TO THE CITY COUNCIL



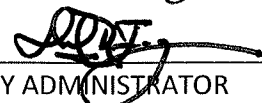
Return to Agenda

COUNCIL MEETING OF:
January 7, 2015

AGENDA ITEM NUMBER:
C-1

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Adopting the Madera Groundwater Authority Joint Powers Agreement on Behalf of the City

And

Designation of a Primary Member, a First Alternate, and a Second Alternate to Serve as the City's Representative to the Madera Groundwater Authority

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the Madera Groundwater Authority Joint Powers Agreement and designate primary and alternate members to represent the City on the Madera Groundwater Authority.

SUMMARY:

In April of 2014, the City Council adopted a resolution expressing support for the formation of a joint powers authority (JPA) or comparable organization to manage and oversee groundwater resources within Madera County. A preliminary draft JPA was presented to the Council for review in September of 2014 for review and comment. A final draft of the agreement has been completed and is now being considered by each potential member of the Madera Groundwater Authority.

DISCUSSION:

The Joint Powers Agreement under consideration would form the Madera Groundwater Authority. A total of 10 potential members participated in the working group that prepared the agreement, comprised of local municipalities and water/irrigation districts operating in Madera County. The Madera Groundwater Authority will create a structure to collaboratively manage groundwater resources within the region, while ensuring that each agency retains any "sovereignty" it held over any matter prior to entering into the agreement. Each of the 10 agencies that helped prepare the JPA will separately consider their formal participation in the Authority; seven agencies must adopt the agreement in order for the entity to be formed.

The proposed agreement calls for each participating agency to identify a primary member, a first alternate, and a second alternate. If the Council adopts the resolution confirming the City's participation in the Groundwater Authority, it should also identify which members will serve in each of these three positions. Meetings are tentatively scheduled once per month, on the second Thursday of each month. The next scheduled meeting is to be held at the Madera Irrigation District on January 8th at 4:00 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434 - Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.

FINANCIAL IMPACT:

No specific funding sources to cover the ongoing operations of the Groundwater Authority have been identified. Potential costs are unknown.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ADOPTING THE MADERA GROUNDWATER AUTHORITY JOINT POWERS AGREEMENT
ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the City of Madera relies on groundwater as the source of water for the Madera Municipal Water System; and

WHEREAS, the County of Madera is currently experiencing significant groundwater overdraft on the valley floor, with more water removed from the aquifer than is returned through natural or artificial recharge; and

WHEREAS, groundwater is a shared resource and not confined to jurisdictional boundaries, thus individual agencies cannot mitigate the overdraft entirely on their own; and

WHEREAS, the City Council, at its April 2, 2014 regular meeting, approved Resolution 14-44 expressing support for the formation of a joint powers agency or comparable organization to manage and oversee groundwater resources within Madera County and authorizing the city administrator to work with local stakeholders towards the formation of an acceptable organizational structure; and

WHEREAS, on September 3, 2014, the City Council conducted a workshop to review a draft version of the Madera Groundwater Authority Joint Powers Agreement; and

WHEREAS, a final version of the Madera Groundwater Authority Joint Powers Agreement has been completed and is being considered by local jurisdictions, water districts, and irrigation districts in Madera County; and

WHEREAS, the goal of the Madera Groundwater Authority is to provide for the conjunctive use of groundwater and surface water within the represented groundwater basins to ensure the reliability of a long-term water supply to meet current and future beneficial uses through the development of a coordinated and comprehensive regional approach to the monitoring, evaluation and management of groundwater resources; and

WHEREAS, the goal of the Madera Groundwater Authority is consistent with the City's objectives to enhance the reliability and sustainability of its water supply; and

WHEREAS, it is in the best interest of the City of Madera to adopt the Madera Groundwater Authority Joint Powers Agreement and become a member of the Madera Groundwater Authority.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Madera Groundwater Authority Joint Power Agreement, a copy of which is on file with the office of the City Clerk, is hereby adopted.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**MADERA GROUNDWATER
AUTHORITY
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT (this (“Agreement”) is made and effective as of _____, 2014 (the “Effective Date”) pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A, in order to form the Madera Groundwater Authority.

This Agreement is made with reference to the following facts.

A. The Madera Groundwater Authority’s goal is to provide for the conjunctive use of groundwater and surface water within the represented groundwater basins to ensure the reliability of a long-term water supply to meet current and future beneficial uses through the development of a coordinated and comprehensive regional approach to the monitoring, evaluation and management of groundwater resources.

B. Each of the parties to this Agreement has various oversight and active roles relative to water resources within the Plan Area described below, including, but not limited to, flood control and water service.

C. Part 2.75 of Division 6 (commencing at section 10750) of the California Water Code (herein “Groundwater Management Act”, sometimes referred to as “AB 3030”) authorizes the development, adoption and implementation of Groundwater Management Plans by local agencies, including the parties to this Agreement. In adopting AB 3030, the Legislature intended to “encourage local agencies to work cooperatively to manage groundwater resources within their jurisdictions” (Water Code § 10750(a)).

D. The Groundwater Management Act further provides that joint powers authorities of local agencies that provide water service are “local agencies” (Water Code § 10752(g)) that in turn may develop Groundwater Management Plans.

E. The original parties to this Agreement (“General Members”) wish to cooperate to carry out the purposes of the Groundwater Management Act cited above and develop, adopt and implement a plan to address groundwater on a regional level (“Regional Plan”). The Regional Plan will incorporate each General Member’s Groundwater Management Plan and include those lands within the plan area depicted in Exhibit B (“Plan Area”). The parties agree that the Madera Groundwater Authority will not have the authority to limit the respective General Members’ rights and authorities over their own internal matters, including, but not limited to, a General Member’s surface water supplies, groundwater supplies, facilities, operations, water management, and water supply projects.

F. The parties to this Agreement agree that the Madera Groundwater Authority is not intended to be the Groundwater Sustainability Agency (GSA) as referenced on any of the three-bill package including SB 1168 (Pavley), SB 1319 (Pavley) and AB 1739 (Dickinson) signed by Governor Jerry Brown on September 16, 2014 or any other current or future regulatory entity.

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

In all respects as set forth in the foundational and material facts set forth in Section A through F, inclusive, above, which are hereby incorporated by reference and able to be relied upon for all purposes.

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Agency” shall mean an entity eligible to hold an AB 3030 plan, compliant with SB 1938, and participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code.

(b) “Authority” shall mean the Madera Groundwater Authority, being the separate entity created pursuant to the provisions of Government Code sections 6500 *et seq.* by this Agreement.

(c) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) “Committee” shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) “Fiscal Year” shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) “Days” shall mean calendar days.

(g) “General Members” shall mean those Members of the Authority more particularly identified as General Members on Exhibit A, and any parties that shall hereafter become General Members in accordance with the terms and provisions of this Agreement. An Agency that has an active AB 3030 plan may participate as a General Member on its own behalf or join with one or more Agencies as a single General Member. Multiple Agencies that elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member. Agencies requesting membership after the Effective Date of this Agreement must be voted in by the General Members consistent with Exhibit A and may then be designated General Members.

(h) “Members” shall mean the General Members

(i) “Parties” or “party” shall mean the Agencies that are General Members of the Authority and have executed this Agreement and any subsequent General Members joined in accordance with this Agreement.

(j) “Special Activities” shall mean activities that are consistent with the purpose of this Agreement, but that are undertaken by fewer than all the parties, in the name of the Authority pursuant to Section 3.07, so long as the special activities are not detrimental in any reasonable manner, to the Authority or one or more General Members.

(k) “Plan Area” shall mean those lands located within the Member boundaries that are within Madera County and Merced County and are depicted in Exhibit B.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the “Madera Groundwater Authority.”

Section 2.02 – Term.

This Agreement shall become effective without further action by any party, upon the seventh (7th) General Member executing this Agreement. This Agreement shall remain in effect until terminated by agreement of a majority of then participating General Members. Unless it is terminated, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Any monies collected, that have not been expended as of the date of this Agreement, shall be credited towards each Member’s financial commitment as identified herein.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the General Members, through the Authority, to cooperatively carry out the purposes of the Groundwater Management Act within the Plan Area in a manner that does not additionally limit, or empower, a respective Members’ rights and authorities over their own water supply matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, facilities, operations, water management, and water supply projects. The Authority is formed solely to coordinate and carry out such activities related to groundwater management. Activities unrelated to such activities concerning groundwater management shall not be undertaken by the Authority.

Section 2.04 – Powers.

(a) The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the then seated Board of Directors and are consistent with this Agreement. Notwithstanding the foregoing, the Authority shall not have the power to control, limit or empower a Member’s rights and authorities over its own water supply matters, including but not limited to surface water supplies, groundwater supplies, facilities, operations, water management, and water supply projects. Likewise, the Authority shall have no power to interfere with a Member’s rights, use or management of the Member’s water or water supply, so long as such use is consistent with applicable law. Furthermore, the Authority shall have no right to interfere with individual landowner’s rights to utilize, apply, store, or otherwise use surface or groundwater, so long as such use is consistent with applicable law. Except as provided in Section 4.05, the Authority may not levy assessments on its Members.

(b) Notwithstanding anything to the contrary in this Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of its Members

pursuant to the Groundwater Management Act or any Groundwater Management Plan developed or adopted by each General Member, unless the Member has formally and expressly consented and agreed to the activity proposed.

(c) The Authority itself has agreed it shall be prohibited from filing suit against a California Environmental Quality Act (“CEQA”) or National Environmental Policy Act (“NEPA”) review prepared by any General Member unless required by law to do so. The Authority itself shall be prohibited from commenting on any CEQA or NEPA document from any General Member. The General Members expressly agree that this is not a failure to fulfill its legal duties under any State or Federal law, nor is it an agreement to condone challengeable activities, but is a prudent business decision intended to manage the costs of the Authority.

(d) The Authority itself shall have no power to regulate land use or any regulatory power accorded to the Parties.

(e) The Authority shall not elect to be the Groundwater Sustainability Agency as defined and referenced in SB 1168, SB 1319, and AB 1739 signed into law on September 16, 2014.

Article III: Internal Organization

Section 3.01 – Governing Body.

Except to the extent certain powers are delegated to a Committee pursuant to Section 3.03, the Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the General Members, as shown on Exhibit A. Without amending this Agreement, the Board of Directors composition shall be altered from time to time to reflect the termination and/or admission of any new General Members. The term of the Board of Directors shall be the same as the fiscal year.

Each General Member shall select a representative, a first alternate, and a second alternate from its governing body, the governing body of one of the Agencies within the General Member, or an appointment from the governing body to serve as their Board Director.

The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director, including, without limitation, such Director’s duties as a member of any Committee established pursuant to Section 3.03. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Section 3.02 – Officers.

The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors annually with each Officer being able to serve a maximum of two consecutive terms. The Board may, with cause, alter the appointments, from time to time, at its sole discretion.

Section 3.03 – Committees.

There shall be established Committees as the Board of Directors shall determine from time to time. Each such Committee shall be comprised of representatives of General Members, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Authority. The Board may, with cause, alter the appointments, from time to time, at its sole discretion.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein.

Section 3.05 – Voting; Quorum.

(a) A quorum for the transaction of Authority Business shall be consistent with Exhibit C. Each Board Director (or in his/her absence alternate Director) shall be entitled to one vote. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

(b) Any action by the Board of Directors shall require a vote consistent with Exhibit C.

Section 3.06 – Meetings.

Meetings of the Board of Directors and any Committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as amended from time to time.

Section 3.07 - Special Activities.

With the prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from January 1 through December 31 of each year.

Section 4.02 – Funds; Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(c) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

Section 4.04 – Budget.

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 4.05, the Authority shall not impose assessments or other charges on Members.

Section 4.05 – Payments To The Authority.

(a) All fees, costs and expenses incurred by the Authority shall be funded (i) from voluntary contributions from third parties, (ii) assessments on the General Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members, which shall be equal per General Member..

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon in writing by the Member, except that each Member shall be obligated to fund its then current annual share of the general basic budget of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing. The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued.

Article V: Management

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A party so engaged may, but need not, be a Member. Any party so engaged shall have such responsibilities as are set forth in the contract for such party's services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the Authority.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507 and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

(a) Additional qualified parties may join in this Agreement and become General Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement as if such entity had been an original signatory hereto.

(b) Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving written notice of its election to do so to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the "Effective Date of Withdrawal."

(c) Upon withdrawal, the Member shall not be relieved of all obligations for assessments to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal and the same shall survive until satisfied in full.

(d) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors representing the General Members as specified in Exhibit C, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(e) Upon the termination, of a Member's participation under Section 6.02(d), such former, Member shall have no further obligations to the Authority, except that such Member shall not be relieved of any obligations for assessments to pay costs or liabilities of the Authority, that were incurred prior to the vote terminating that Member's participation under Section 6.02(d).

Section 6.03 – Termination and Disposition Of Property Upon Termination Or Determination By Board of Directors Of Surplus

(a) This Agreement may be terminated upon the vote of more than one-half of the

members of the Authority.

(b) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the Members of the Authority that contributed such monies in proportion to their contributions. The distribution of said surplus shall be proportionate to the prior documented contributions of the General Members. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Member entities and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If the General Member(s) that are the party in the action that may cause liability under this section do not give notice to the General Members within five (5) business days of the service of the complaint that may result in liability, then the other General Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 – Liability For Debts.

The Members do not hereby intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any General Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each General Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time in conformance with Exhibit C. To provide non-concurring Members an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all Members sixty (60) days after the required concurrence has been obtained.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.06 - Insurance

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (g) protective liability for impacts on the Parties' operations. The Authority shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$3,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$1,000,000.00 completed operations and products liability; and (iii) \$1,000,000.00 personal and advertising injury. The Authority shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.

Section 7.07 – Defense and Indemnity

The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued. In addition, all personnel, labor, benefits, contract liability and insured tort liability shall be the sole liability of the Authority and not of one or more General Members.

Except for Special Activities as provided in Section 3.07 and disputes arising Section 6.03, the Authority shall assume the defense of and indemnify and save harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the parties seeking indemnity.

Section 7.08 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the parties involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the parties are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If they are unable to resolve such matter(s) through mediation within ninety (90) days, they may attempt to settle such issue(s) by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other parties by registered or certified mail with a copy to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the parties agreeing to arbitration, based on the Arbitrator's estimate and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the parties and shall be paid either in advance or as agreed. If a party does not pay as required the non paying party shall lose its rights under this section.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: _____

BY: _____

ITS: _____

Dated: _____

(address)







Exhibit A

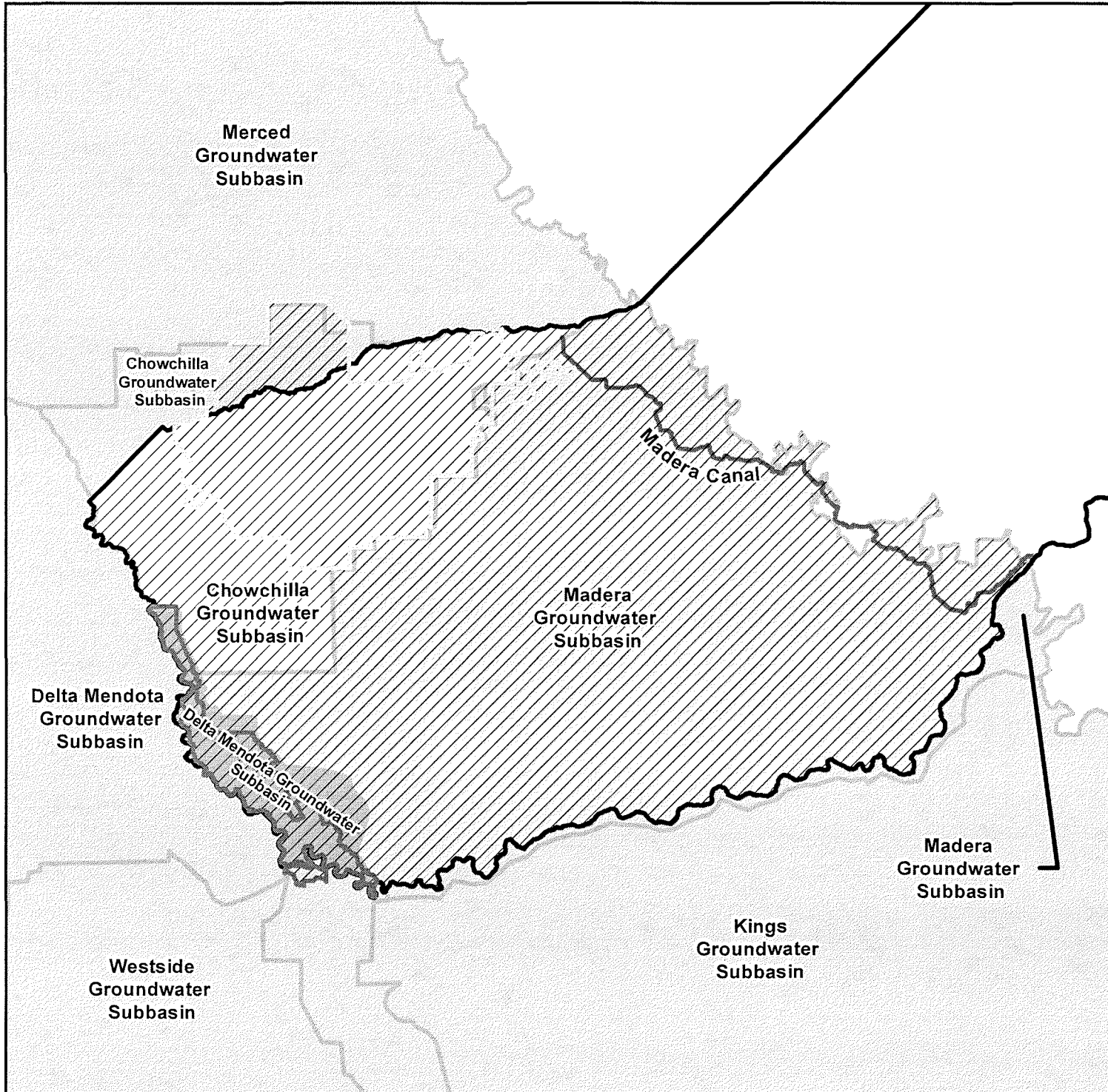
General Members

1. Aliso Water District
2. Chowchilla Water District
3. City of Chowchilla
4. City of Madera
5. Columbia Canal Company
6. County of Madera
7. Gravelly Ford Water District
8. Madera Irrigation District
9. Madera Water District
10. Root Creek Water District

Exhibit B Plan Area

Legend

-  Chowchilla Water District
-  Columbia Canal Company
-  Madera County
-  Subbasin Boundary
-  Plan Area
-  Madera Canal



Date:
8/12/2014
Author:
Ramon E Mendez

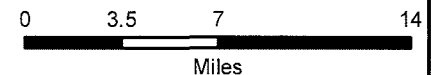


Exhibit C - JPA Voting Matrix

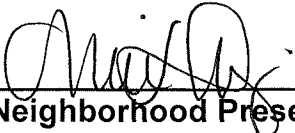
	Action	Voting Requirement	Voting Pool
1	Meeting Quorum	2/3	Board of Directors
2	Acceptance of General Members	2/3	Board of Directors
3	Termination of General Members	2/3	Board of Directors
4	Legal authorities provided to JPA	Unanimous	Board of Directors
5	Fiscal Actions-Budget Approvals, Assessments	2/3	Board of Directors
6	Budget Expenditures	2/3	Meeting Quorum
7	Joint Powers Agreement Amendments	9/10	Board of Directors
8	Termination of Agreement	> 5/10	Board of Directors

**CITY OF MADERA
REPORT TO THE CITY COUNCIL**


CITY COUNCIL MEETING OF: January 7, 2015

AGENDA ITEM NUMBER: C-2

APPROVED BY:



Neighborhood Preservation Supervisor



Executive Director for Successor Agency



City Administrator

Subject: Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 15 of Title III of the Madera Municipal Code Pertaining to Weed Abatement.

Summary: The City Council will consider adopting the proposed amendment to Title III of the Madera Municipal Code relating to Weed Abatement.

I. HISTORY/BACKGROUND

Weed Abatement in the city had for years been addressed by the Fire Department. A few years ago and due to budget constraints, it had to be removed from the service delivery plan. Due to that, formalized Weed Abatement has not taken place within the city since 2011. The citizens of Madera have long shown concern and have come to expect proper maintenance of those properties which surround their own, especially when any such conditions create an unnecessary peril or hazard. Citizens regularly report issues that concern them to the Neighborhood Revitalization Department, so it wasn't long before the department began to receive these from residents regarding weeds, overgrowth and general lack of maintenance of vacant parcels.

II. SITUATION

The existing portion of the Madera Municipal Code, which is specific to and addresses Weed Abatement, only allows for the Fire Chief to address those violations. Neighborhood Revitalization staff has since been addressing such conditions using the California Health &

Safety Code and sections of the public nuisance code. Even though those codes allow staff to address such violations in general, it does not provide for a specific process, nor does it provide a specific method for correction or abatement of such conditions. The proposed amendments to Title III of the Madera Municipal Code relating to Weed Abatement would allow staff to effectively implement a Weed Abatement Program.

Continuing to provide this service to residents is essential in order to keep with our goals of safeguarding life, limb and property, along with providing a high level of customer service to our residents, which is mission critical.

On December 10, 2014, the City Council voted to introduce the amendments to the Madera Municipal Code as presented today. The proposed changes would not cause additional expenditures than those shown in the current Fiscal Year Budget, Fund 10800. It would, however, require that Council consider a future discussion to allocate funds for the cost of potential abatement actions, which are recoverable.

III. LINKAGE TO VISION 2025

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

IV. RECOMMENDATION

Staff recommends that the City Council adopt the proposed amendments.

Attachment:

-Proposed amendment to Title III, Chapter 15 of the Madera Municipal Code

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
REPEALING CHAPTER 15 OF TITLE III IN ITS ENTIRETY AND REPLACING IT WITH A NEW
CHAPTER 15 PERTAINING TO WEED ABATEMENT

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15 of Title III of the Madera Municipal Code is hereby repealed in its entirety and replaced as follows:

[Chapter 15
WEED ABATEMENT REGULATIONS

Section:

3-15.01 Definitions

3-15.02 Purpose

3-15.03 Clearance standards

3-15.04 Inspection

3-15.05 Owner responsibilities

3-15.06 Notice of violation declaring public nuisance

3-15.07 Right of entry

3-15.08 Costs recovery

3-15.09 Repeat violations

3-15.10 Violations; penalty

3-15.11 Procedure not exclusive

§3-15.01 DEFINITIONS

For purposes of this chapter, the subsequent definitions shall apply unless the context clearly indicates or requires a different meaning:

ABATE AND/OR ABATEMENT. An act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance, including but not limited to the removal of combustible growth and material from property. This would include the investigation, inspection, preparation, service and/or publication or administrative notices and other related costs, actual removal of weeds and/or rubbish whether performed by the City Administrator, or his or her designee.

BRUSH. All natural growth of bushes and vegetation such as is growing out of place in the location where growing and is exceeding six (6) inches in height, and shall include all cuttings from trees and bushes, overhanging tree branches or limbs which hang down to a height of six (6) inches or lower from the ground, and high and rank growth, which may conceal filthy deposits or otherwise unsanitary conditions which cause blight.

DIRT. Any accumulation of earth, dirt, soil, and/or other pertinent materials which constitute a hazard to the public health or safety, or may cause erosion and/or drainage problems.

FIREBREAK. An area without weeds, growth, or combustible material that supports or communicates fire. Firebreaks are constructed by thorough discing, scraping the soil or by

otherwise creating a perimeter safe of burn. This includes any real property, or portion thereof, adjacent to any residential property, or property that is residential in nature.

LOCATION OF GROWTH. All growths of weeds, rubbish, brush, rank growths, and/or others, both natural and cultivated, on any property as defined hereinabove, and on areas which includes alleys, parkways, driveways, sidewalks and areas between sidewalks and curbs, shall be caused to be removed or abated.

MOWING OF WEEDS AND/OR GROWTHS. This shall include the use of equipment and/or tools that cause for the trimming or cutting of clippings from weeds and/or growths, and shall include the removal of any such clippings.

NEGATIVE AESTHETICS. Conditions that include, but not limited to, weed, rubbish, brush, rank growths, and/or any other materials which deter investment opportunities or depreciate the value of any real property, and/or which constitute a public nuisance as set forth in § 10-3.1603 of this code. This shall include maintenance standards of a property that do not conform to the neighborhood standard.

NEIGHBORHOOD STANDARDS. Those conditions present on a simple majority of properties within a 300-foot radius of an individual property. A property that is the subject of a neighborhood standard comparison, or any other abandoned or unmaintained property within the 300-foot radius, shall not be counted toward the simple majority.

PROPERTY. Any unimproved or improved real property or portion thereof, situated in the city not inclusive of the buildings and structures located on the property regardless of condition. This shall include but is not limited to:

- (1) Any residential property, or portion thereof, situated in the city, intended, designed or permitted to be used for dwelling purposes, but does not include the buildings and structures located on such real property. This includes those which are residential in nature.
- (2) Any improved or unimproved parcels of land within the City of Madera.

RANK GROWTH. Any excessive or coarse growth of weeds or other plant forms, natural or cultivated, which reach heights in excess of six (6) inches, or which have an offensive or strong odor.

RUBBISH. Means all combustible or noncombustible waste, including, without limitation, waste paper, wood, cardboard, ashes, bottles, cans, carcasses of dead animals, cloth, crockery, human or animal excrement, glass, abandoned or unusable household furnishings or appliances, metals, plastics, flammable material of any kind, waste building materials or items disregarded in such a manner as to produce a reasonable likelihood of becoming a harborage for insects or vermin, or disease, or otherwise pose a health or safety hazard.

WEEDS. All grasses, or noxious weeds as defined in the Cal. Food and Agriculture Code § 5004, or plant growth which exceeds six (6) inches in height and is not regularly cultivated or maintained for foodstuffs or ornamental purposes which, when or if dry, create a fire hazard. This shall without limitation include the following:

- (1) Weeds that are, no matter their current state, unsightly, useless, troublesome or injurious herbaceous plant or such plant that is out of place at the location where growing;
- (2) Weeds which attain such large or noxious growth as to become, when dry, a fire menace, are disruptive or cause a nuisance to adjacent property;
- (3) Poison oak and poison ivy when the conditions of growth are such to constitute a menace to the public health; and/or may cause blight.

- (4) Those which are otherwise recognized as noxious or dangerous;
- (5) Weeds which may produce pollen which is injurious to the health, safety, comfort, or welfare of the residents of the city or weeds which are otherwise subject to abatement by law.

§ 3-15.02 PURPOSE

The purpose of this ordinance is to protect citizens and residential neighborhoods of the City of Madera. The ordinance is essential for maintaining the city healthy, clean, and safe from any pernicious, natural and/or unnatural, materials, including without limitations weeds, rubbish, dirt, and/or brush which constitute a public nuisance.

§ 3-15.03 CLEARANCE STANDARDS

(A) Parcels five (5) acres or less. These properties constitute the majority vacant land type-size within the corporate limit of the City of Madera, tend to be situated in areas abutting residential and commercial real properties, and, in consequence, have greater propensity to cause damage, or threaten lives and properties. As such, total mowing and/or removal of weed, brush, rubbish, rank growths and/or other hazardous debris is required. Any such items must be properly disposed of in accordance with Chapter 3 of Title V of this code.

(B) Parcels greater than five (5) acres. These are large, vacant properties typically situated on the periphery or outskirts of the city, or adjacent to areas which are non-residential in nature. The location of such properties and the danger they constitute shall restrict them to the following:

- (1) A fire break of minimum thirty (30) feet in width shall be maintained around the perimeter of the property;
- (2) Removal of weed clippings, rank growths, brush, any debris, any rubbish, and/or other hazardous material is required;
- (3) Any such items must be properly disposed of in accordance with Chapter 3 of Title V of this code;
- (4) A separation or firebreak of minimum one hundred (100) feet in width shall be created and maintained surrounding any structure which is constructed of any combustible material(s) within the property;
- (5) Any outdoor storage of any material(s) or equipment(s) must be in accordance with Chapter 3 of Title X of this code.

§ 3-15.04 INSPECTION

The City Administrator, or his or her designee shall make a periodic unscheduled survey of all improved and unimproved real property within the corporate limits of the city and determine the existence of any violation(s) of this ordinance, and shall prepare a list of the owners thereof based on the most recent County Assessor Office's records.

§ 3-15.05 OWNER RESPONSIBILITIES

The owner, lessee, occupant or responsible party, of any parcel or real property within city limits, upon being issued a notice of violation of any code hereof, shall be required to abate

the violation at his or her own expense, or have it abated by his or her authorized designee, within the time period stipulated in the notice of violation. Such abatement shall be performed pursuant to the corrective actions provided in the notice and of all the codes of the City of Madera. Any party performing abatement under this Chapter shall refrain from burning, or attempt to burn, any such weeds or other materials without the acquisition of a written permission from the City Administrator, or his or her designee. Any party performing abatement under this Chapter shall refrain from burying or any attempt to bury any trash, rubbish or debris found at or on the property. The following shall be applied:

(A) All weeds, dirt, rubbish, brush, and rank growth of any kind, on private property or in any street, alley, or public right-of-way in the city, shall constitute a public nuisance, and shall be removed from the property, buildings, grounds of lots and from the half-way point of the street, alley or any other public right-of-way on which the property abuts, in accordance with the procedures set forth in this chapter.

(B) If after the expiration of the time period provided to correct the violation and the owner has not corrected the violation, the City Council may thereafter direct the City Administrator, or his or her designee, to abate the violation(s) at the sole expense and responsibility of the property owner.

§ 3-15.06 NOTICE OF VIOLATION DECLARING PUBLIC NUISANCE

(A) Upon receipt of a Notice of Violation, it shall be the duty of every owner, occupant, and person in control of any improved or unimproved real property, or interest therein, to abate therefrom, and from all adjoining public right-of-ways, all combustible material and hazardous vegetation that constitute a public nuisance, fire and health hazard, or which may endanger or damage neighboring property. The removal of such vegetative materials shall be completed within the time period stipulated in the Notice of Violation, and if property owner fails to address the violation in a timely manner as ordered in the notice, the City Administrator, or his or her designee, shall thereafter have the authority to seek legal right to abate the violations at the sole expense and responsibility of the property owner.

(B) PUBLICATION AND FORM OF NOTICE:

The notice declaring the conditions found on a particular property to be a public nuisance under the preceding subsection shall contain:

- (1) A specific description of the property shall be set forth in the notice. The description shall include an assessor's parcel number, address and/or approximate description of the location of such property.
- (2) The notice shall include substantially the following text:

"Notice is hereby given that:

An inspection of your property was conducted on _____ and the following violations of the Madera Municipal Code were identified: _____.

Corrective actions include but are not limited to _____." If compliance is met prior to the time period stated in this notice, then you may disregard the hearing notice herein below.

"In order to avoid fines, penalties or otherwise accruing any costs associated with this violation(s), please cause the violation(s) listed above to be fully corrected on or before _____."

"All property owners having objections to the proposed abatement of the nuisances are hereby notified to attend the public hearing to be held on _____, at _____, at _____."

_____, where and when all objections will be heard and given due consideration.

"If the violation is abated by the property owner within the time period provided herein, you may thereafter disregard this notice, and the case will be closed after re-inspection by the city accordingly. However, in the event the violation is left unabated, the City of Madera, after acquiring the approval of the City Council, will thereof possess the authority to abate the violation at the sole expense and responsibility of the property owner

Dated: _____ Signed: _____ "

- (3) The City Administrator of the City of Madera, or his or her designee, will file a report and assessment list on abatement of weeds, dirt, brush, rubbish and rank growth with the City Clerk and a copy posted at the entrance to the City Hall, 205 W. 4th St., Madera, California.
- (4) The property list will be presented to the City Council in the Council Chambers of the City Hall for consideration and confirmation, and that any and all persons interested, having any objections to said report or list, or to any matter or item contained therein, may appear at said time and place and be heard.

(C) Provide no less than forty-five (45) days for correction of the violation as set forth on the notice.

(D) Public Hearing. At the time and place stated in the Notice of Violation, the City Council shall hear and consider any and/or all objections of the proposed abatement of the nuisance. Upon the conclusion of the hearing, the council shall provide findings on the matter, after which the council shall be deemed to have acquired jurisdiction to perform the work of abating the nuisance by the destruction or removal of the weeds, dirt, brush, rubbish or rank growths and authorize the City Administrator, or his or her designee, to conduct such abatement. The decision of the council shall be final and conclusive.

(E) Notice. Written notice of proposed abatement to be conducted pursuant to this chapter shall be mailed to all persons who own property, having conditions as described in this chapter. Any such notice shall be sent through the United States Postal Service first class mail to the address on record.

(F) Notwithstanding the requirement in subsection (F), the City Administrator, or his or her designee, may cause notices to be conspicuously posted on or in front of the property in connection with which the nuisance exists. If this procedure is utilized, he/she shall at minimum post:

- (1) One notice to each separately owned parcel of property with 100 feet of frontage, _____ or less,
- (2) Notices of not more than 50 feet apart if the frontage of such a parcel is greater _____ than 100 feet.

§ 3-15.07 RIGHT OF ENTRY

After the public hearing has been conducted, the City Council shall have authorized the City Administrator, or his or her designee, to abate the nuisance or cause it to be abated by having the weeds, dirt, brush, rubbish or rank growth destroyed or removed. No person shall

interfere with the entry of the City Administrator, or his or her designee, acting in the official course and scope of his/her duty.

§ 3-15.08 COST RECOVERY

(A) Properties found in violation of this chapter and issued a Notice of Violation, shall be assessed an administrative fee as shown on the city’s master fee schedule, that must be fully paid aside of any fines and penalties related to the abatement of violations of this chapter.

(B) Report to City Council. The City Administrator, or his or her designee, shall keep an account of the cost of abating the nuisance of weeds, dirt, brush, rubbish or rank growths ordered to be abated under this chapter upon each separate lot or property, and the abutting half of the street in front, sidewalk(s) and alley, if any, adjacent thereto. It shall be filed with the City Clerk and submitted to the City Council. The reports shall refer to each separate lot or property by description sufficient to identify such lot or parcel, together with the expense proposed to be assessed against each separate lot or parcel of land thereof, respectively.

(C) Posting and Publication. The City Clerk shall post a copy of the report and assessment list on the cost of the abatement as required by the preceding section in a prominent place at City Hall, together with a notice of the filing thereof and of the time and place when and where it will be submitted to the Council for hearing and confirmation. The posting shall be made and completed at least ten (10) days before the time such report shall have been submitted to the City Council for costs confirmation.

(D) Notice of Cost Recovery.

(1) The notice shall substantially be in the following form:

“Notice is hereby given that:

The Council of the City of Madera has confirmed the report of the City Administrator, and his or her designee, on the abatement of weeds, dirt, brush, rubbish and rank growth, and your property has been assessed the amounts which are shown here. You have twenty (20) days after the date the Council confirmed the report in which to pay to the Finance Department the assessment as shown on the list. The twentieth day ends at 5:00 p.m. on _____ . If the City does not receive your payment by that date, a penalty of ten percent (10%) shall be assessed against the amount then due. The amount of the total due, including the penalty, will be transmitted to the county auditor for entry upon and collection with the next tax roll in the form of a lien against the property. Thereafter, such amount shall be collected with property taxes, and shall be subject to additional interest and penalties in the case of delinquency, along with sale, because the assessment shall constitute a lien upon your property. The cost of recording and removing a lien on property on which this amount has been assessed will be borne by the property owner.

All property owners having objections to the abatement costs recovery are hereby notified to attend the public hearing to be held on _____, at _____, where and when all objections will be heard and given due consideration.

Dated: _____, City of Madera.”

(E) Hearing by City Council. At the time and place fixed for receiving the report of the cost of abatement pursuant to this section, the council shall hear any objections which may be raised by any of the property owners liable to be assessed for the work of abating such nuisance. The City Administrator, or his or her designee, shall attend such meeting. The City Council may

make such modifications in the proposed assessments as deemed necessary, after which such report and assessment list shall be confirmed by resolution.

(F) Debt Owed to Constitute Lien on Property. The amount of the cost of abating the nuisance of weeds, dirt, brush, rubbish and rank growths upon, or in front or rear of, the various lots or parcels of land respectively referred to in such report and the cost of recording and removing a lien on the property, shall constitute special assessments against such respective lots or parcels of land. Upon its confirmation, it shall constitute a lien on such property for the amount of such assessments until paid.

(G) Collection by County. If the amounts owed are not paid in full by the twentieth day after confirmation, the amount due may be turned over to the County Tax Auditor for collection through the next tax roll. Upon confirmation of the report and assessment list, the City Administrator, or his or her designee, shall transmit a copy of the resolution, report and costs to the property owners identified on such report and list, along with a letter as set forth in Section 1-9.11.

§ 3-15.09 REPEAT VIOLATIONS

Upon entry of a second violation within a one (1) year period, and within the validity of the Notice of Violation issued for violations of this chapter, citations as prescribed in § 1-9 shall be issued in addition to the administrative fee being twice the normal amount as set forth in § 3-15.08 and in addition to any other abatement costs.

§ 3-15.10 VIOLATIONS; PENALTY

Penalty. Any person, partnership, association, corporation, fiduciary, or other legal entity that owns, leases, occupies, controls or manages any property subject to this chapter, and causes, permits, or maintains a violation of this chapter as to that property, shall be guilty of a misdemeanor.

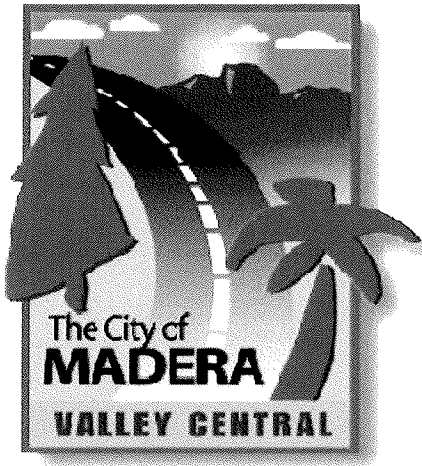
§ 3-15.11 PROCEDURE NOT EXCLUSIVE

The special procedure provided in this chapter shall be cumulative and in addition to any other procedure or procedures provided in ordinances of this City or by state law for the abatement of weeds and rubbish, and abatement under this chapter shall not prejudice or affect any other action, civil or criminal, for the maintenance of any such condition.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *



REPORT TO CITY COUNCIL

MEETING DATE: January 7, 2015

AGENDA ITEM NUMBER: C-3

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Second Reading and Consideration of Adoption of an Ordinance Amending Section 13 of Chapter 5 of Title V of the Madera Municipal Code Pertaining to Water Use Restrictions

RECOMMENDATION:

That the Council conduct a second reading and adopt an ordinance amending Section 13 of Chapter 5 of Title V of the Madera Municipal Code pertaining to extending Stage III water restrictions to a year round basis.

SUMMARY:

The City Council introduced the subject ordinance at its regular meeting held on November 19, 2014. The ordinance will amend the Madera Municipal Code pertaining to water use restrictions in order to be consistent with the provisions of the City's Water Shortage Contingency Plan. The subject ordinance accomplishes this by reducing the number of days that outdoor watering is allowed from three to two on a year round basis, and is presented to the Council for consideration of adoption.

DISCUSSION:

The Council previously provided direction that sections of the Madera Municipal Code (MMC) pertaining to outdoor water use restrictions be amended to make them more consistent with the provisions of the City's Water Shortage Contingency Plan, Stage III Water Restrictions. The pertinent section of the MMC was last amended in 1992 and is therefore outdated.

The attached ordinance amends the MMC to bring it consistent with the Council's previously approved implementation of Stage III Water Restrictions, which limit outdoor

watering to two days per week. Even numbered addresses will be allowed to water on Sunday and Wednesday while odd numbered addresses will be allowed to water on Tuesday and Saturday. Additionally, outdoor watering will now be prohibited on Mondays, Thursdays and Fridays.

FISCAL IMPACT:

There will be no direct fiscal impact to the City's General Fund; however the Water Fund will continue to incur costs for maintaining all the water conservation personnel year round. This cost is approximately \$25,000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is consistent with action item 434.1 "Increase water-usage monitoring through meter reading and water patrol to increase conservation."

ORDINANCE NO. _____ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AMENDING SECTION 13 OF CHAPTER 5 OF TITLE V OF THE MADERA MUNICIPAL CODE
PERTAINING TO WATER USE RESTRICTIONS

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13 of Chapter 5 of Title V, of the Madera Municipal Code is hereby amended
as follows:

§ 5-5.13 LAWN IRRIGATION RESTRICTED TO CERTAIN DAYS AND TIMES.

It shall be unlawful for any person to use water from the water works system of the city for irrigation of lawns, gardens, or other portions of the premises between the hours of 11:00 a.m. and 7:00 p.m. on any day of the week, ~~from April 1 through and including October 31;~~ usage of water for the aforesaid purposes during allowable times shall be restricted to Sundays ~~and~~ **Wednesdays and Fridays** of each week on the even numbered side of the street and Tuesdays, ~~Thursdays,~~ and Saturdays of each week on the odd numbered side of the street. Watering is prohibited on Mondays, **Thursdays and Fridays**. **EVEN-NUMBERED SIDE OF ANY STREET** shall mean that side of the street on which the house numbers end in even figures. **ODD-NUMBERED SIDE OF STREET** shall mean that side of the street on which the house numbers end in odd figures. The connection of any residence, piece of property, or premises with the water system of the city shall be presumptive evidence that the water for irrigation on the premises comes from the water works system of the city. Violation of this section is expressly declared to be a misdemeanor. Waste of water, as defined in this chapter, is prohibited each and every day of the calendar year.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that is would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.


SECTION . This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

REPORT TO CITY COUNCIL

Approved By:

Council Meeting of January 7, 2015
Agenda Item Number E-1



Department Director



City Administrator

SUBJECT: Consideration of Approval of Change in Meeting Agenda Format or in the Alternative Request that the Council Provide Alternate Direction to Staff

RECOMMENDATION: Recommend that the Council approve the new meeting agenda format attached as Attachment "A" or provide alternate direction to staff.

DISCUSSION: In 2010 the Council approved a change to the format for meeting agendas. This change structured the meetings in their current format which provides a separate section at 6:00 p.m. for closed session items and then commencement of the regular portion of the meeting at 6:30. This format occasionally results in wasted time at meetings when there are no closed session items on the agenda, because the regular portion of the meeting is not scheduled to commence until 6:30 p.m. notwithstanding the absence of the closed session items.

The Mayor has requested that staff bring a proposed revised agenda format which will eliminate the separate time for closed session, and include the closed session items as agenda items on the main agenda. Again, it is anticipated that such change will eliminate wasted time at Council meetings. A proposed agenda format which would implement this change is attached hereto as Attachment "A". It is suggested that such a change should become effective as of the first meeting in February of 2015.

If the Council is in favor of such a change in format it should indicate its approval by a motion approving the format in Attachment "A", including language in any such motion as to when the change is to become effective. Alternatively, staff requests direction as to an alternative format, or no change at all if that is the preference.

FISCAL IMPACT: There is no fiscal impact as a result of the actions contemplated by this item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: This action is not directly contemplated in the Vision Plan.

**REGULAR MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, February 4, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

**ROLL CALL: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.**

INVOCATION:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

PRESENTATIONS

INTRODUCTIONS

- A. **WORKSHOP**
- B. **CONSENT CALENDAR**
- C. **HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**
- D. **WRITTEN COMMUNICATIONS**

E. ADMINISTRATIVE REPORTS

F. COUNCIL REPORTS

G. CLOSED SESSION

ADJOURNMENT – Next regular meeting February 18, 2015

Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for February 4, 2015, near the front entrances of City Hall at 3:00 p.m. on January 30, 2015.

Sonia Alvarez, City Clerk