

Attachment 2.1 – Supporting Documents

Adopted Plan and Proof of Formal Adoption

Madera Region – IRWM Implementation Grant Application

Table of Contents

Commentary	3
Madera County IRWM Plan Adoption Resolution and Documents	7
IRWVG Memorandum of Understanding	13
Map of Signatory Agencies	31
Madera RWVG Meeting Minutes (Nov 10, 2010) Amending IRWVG	35
Madera RWVG Meeting Minutes (Dec 10, 2010) Amending IRWVG	

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Attachment 2.1 Commentary

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Adopted Plan and Proof of Formal Adoption

On November 24, 2009, Madera County passed Resolution 2009-351, formally adopting the Madera IRWMP. This resolution is included in this Attachment 2.1, page 7.

A Memorandum of Understanding, detailing the project proponent's support of the Madera Region Integrated Regional Water Management Plan, has been included (see Attachment 2.1, page 19).

A Figure showing the locations and boundaries of each Signatory Agency within the County has also been included (see Attachment 2.1, page 31).

The Madera Regional Water Management Group has formally updated the adopted the IRWM Plan twice, on November 8, 2010 & December 13, 2010, via meeting minutes, which are included with this Attachment. (See Attachment 2.1, page 35).

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Attachment 2.1, IRWM Plan Adoption Documents

Madera County Adoption Resolution 2009-351

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BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of)	Resolution No.: <u>2009 - 351</u>
)	
INTEGRATED REGIONAL WATER)	A RESOLUTION APPROVING THE
MANAGEMENT PLAN)	INTEGRATED REGIONAL WATER
)	MANAGEMENT PLAN (IRWMP)
_____)	

WHEREAS, beginning in 2006, the Resource Management Agency began work on an integrated countywide plan for protecting and managing Madera County's water resources, known as the Integrated Regional Water Management Plan (IRWMP); and

WHEREAS, the IRWMP was developed with input from the public, community organizations and public agencies; and

WHEREAS, the Board of Supervisors received a presentation on the IRWMP on April 14, 2008, and approved the IRWMP by minute order; and

WHEREAS, it is desired to formally adopt the IRWMP by resolution, for purposes of compliance with the California Water Code and the requirements of the California Department of Water Resources.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, that:

1. The Integrated Regional Water Management Plan is approved as presented to the Board of Supervisors on April 14, 2008, together with all additions and amendments stated on the record in the public meeting held on that date.

///
///
///
///

* * * * *

The foregoing Resolution was adopted this 24th day of NOVEMBER,

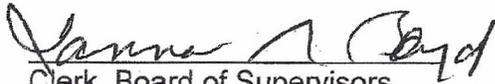
2009, by the following vote:

Supervisor Bigelow voted:	<u>yes</u>
Supervisor Moss voted:	<u>yes</u>
Supervisor Dominici voted:	<u>yes</u>
Supervisor Rodriguez voted:	<u>yes</u>
Supervisor Wheeler voted:	<u>yes</u>



 Chairman, Board of Supervisors

ATTEST:



 Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By  _____

Attachment 2.1, Memorandum of Understanding

Madera Region IRWM Between Proponents, dated January 26, 2010

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Memorandum of Understanding for Integrated Regional Water Management in the Madera Region

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to recognize a mutual understanding among entities in the greater Madera County area regarding their joint efforts toward Integrated Regional Water Management (IRWM) governance, development, planning, funding, and implementation. The mutual understanding of the signatories to this MOU (herein collectively referred to as the “Parties”) will facilitate future coordination, collaboration and communication for comprehensive management of water resources in the greater Madera County area.

2. RECITALS

- 2.1 The State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions.
- 2.2 A comprehensive group of stakeholders, including the Parties, developed an Integrated Regional Water Management Plan for the greater Madera County area (IRWMP), which also considers broader watershed issues.
- 2.3 The Madera County Board of Supervisors accepted the IRWMP on April 14, 2008. Prior to entering into this MOU, the respective decision making body of each Party adopted the IRWMP.
- 2.4 The IRWMP defines a water management planning region that takes into consideration jurisdictional limits, powers and responsibilities, and watershed and groundwater basin boundaries. For purposes of this MOU, “Region” refers to the IRWMP water management planning region as it may be amended from time to time through amendments to the IRWMP.
- 2.5 Water resources management authority in the Region is currently distributed among various public agencies with a range of legal powers and regulatory responsibilities. These public agencies have jurisdictional boundaries defined by political considerations rather than hydrologic conditions. Therefore, sensible water resources planning and management frequently requires coordinated actions by multiple jurisdictions. Private entities within the Region have considerable interests in cooperating with public entities to protect, manage, and enhance water resources within the Region.

- 2.6 By and through this MOU, various public entities and non-profit entities in the Region with responsibility and interests in management of water resources intend to form a regional water management group, pursuant to Water Code section 10539, for the purposes of governing, further developing, implementing, and funding the IRWMP, as well as cooperating with the stakeholders in shared watersheds, either through separate memorandums of understanding, joint powers agreements, and/or eventual inclusion of other adjoining areas into the Region by amendment of the IRWMP (e.g., the portions of the upper Chowchilla and San Joaquin river watersheds that lie outside of the Madera County boundaries).
- 2.7 The Parties desire to link and integrate efforts to jointly oversee the further development, implementation, funding, and governance of the IRWMP.

3. GOALS

The goals of the collaborative effort undertaken by the Parties pursuant to this MOU are:

- 3.1 To develop and implement a governance structure for the IRWMP for the Region that meets the requirements set forth in the Integrated Regional Water Management Planning Act of 2002, codified at Water Code sections 10530 et seq., the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, codified at Water Code sections 79500 et seq. (Proposition 50), and the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, codified at Public Resources Code section 75001 et seq. (Proposition 84).
- 3.2 To work together to develop updates, changes, amendments, additions and/or other modifications to the IRWMP to ensure that the plan continually utilizes the best science and data available to address the Region's changing conditions, needs and concerns, including but not limited to ecosystem restoration, environmental and habitat protection and improvement, water supply reliability, flood management, groundwater management, recreation and public access, storm water capture and management, water conservation, water quality protection and improvement, water recycling, wetlands enhancement and creation, imported water, land use planning, nonpoint source pollution control, surface storage, watershed planning, water and wastewater treatment, water transfers and water banking.
- 3.3 To improve and maximize cooperation among stakeholders and coordination of public, private, and non-profit agency plans, programs and projects for mutual benefit and optimal gain within the Region.
- 3.4 To help identify, develop, prioritize, and implement collaborative plans, programs, and projects that may be beyond the scope or capability of

individual stakeholders, but which would be of mutual benefit if implemented in a cooperative manner.

- 3.5 To facilitate regional water management efforts that provide multiple benefits and include one or more of the following elements: water supply (including without limitation, banking, efficiency, conservation, and reliability), water quality, flood control, and environmental protection and enhancement objectives.
- 3.6 To foster coordination, collaboration and communication between stakeholders, adjacent IRWM regions and other interested parties, to achieve greater efficiencies, enhance public services, and build public support for vital projects.
- 3.7 To realize regional water management objectives at the least cost possible through mutual cooperation, elimination of redundancy and to enhance regional competitiveness for State and Federal grant funding.
- 3.8 To identify disadvantaged communities in the Region and take the water-related needs of those communities into consideration.

4. DEFINITIONS

- 4.1 Integrated Regional Water Management Plan (IRWMP). Consistent with Water Code section 10534, IRWMP hereinafter refers to the comprehensive plan for the Region as described in the recitals above, including any amendments, revisions, or updates thereto.
- 4.2 Non-Profit Organization. Consistent with Water Code section 79505(g) and Public Resources Code section 75005(k), “Nonprofit Organization” as used herein means any nonprofit corporation qualified to do business in California, including a nonprofit corporation formed pursuant to the Nonprofit Public Benefit Corporation law (Corporations Code section 5000 et seq.) and qualified under Section 501(c)(3) of the United States Internal Revenue Code.
- 4.3 Project. An action or construction project that addresses a need identified within the IRWMP and Water Code section 10537.
- 4.4 Local Agency. Consistent with Water Code section 10535, “Local Agency” herein refers to any city, county, city and county, special district, joint powers authority, or other political subdivision of the state, a public utility as defined in Section 216 of the Public Utilities Code, or a mutual water company as defined in Section 2725 of the Public Utilities Code.

- 4.5 Regional Water Management Group (RWMG). Consistent with Water Code section 10539, RWMG generally refers to a group of three or more Local Agencies in the Region, at least two of which have statutory authority over water supply or water management, as well as those other entities in the Region that may be necessary for the further development and implementation of the IRWMP. As specifically used in this MOU, RWMG shall refer to the Parties to this MOU.
- 4.6 Stakeholder. An interested party, including without limitation a Non-Profit Organization, Local Agency, or private property owner that directly participates in or relies upon water management within the Region or that represents the interests of those (including flora and fauna) who do.

5. MUTUAL UNDERSTANDING

- 5.1 Additional Parties and RWMG Members. Each Party to this MOU must adopt the IRWMP prior to executing this MOU. For a Local Agency, adoption of the IRWMP is by formal resolution of the governing body or its equivalent (e.g., by a board of directors or other management entity). For any other entities, adoption by way of acknowledgement of acceptance of the IRWMP by the individual(s) authorized to bind the entity is required. Additional Local Agencies, Non-Profit Organizations, or other entities in the Region that desire to participate in the adoption, further development, funding, and implementation of the IRWMP may seek to join the RWMG at any time. To join the RWMG, an entity must submit a request to the RWMG. The RWMG shall determine whether the requesting party is a party qualified under Water Code section 10539 and this MOU to participate as a member of the RWMG. If so, the requesting party may join the RWMG by adopting the IRWMP and executing this MOU.
- 5.2 RWMG Governance. The RWMG will determine their governance structure and operating procedures.
- 5.3 Lead Agency. The RWMG shall mutually agree upon a designated signatory Local Agency to facilitate IRWMP implementation and coordinate RWMG activities in furtherance of this MOU (Lead Agency). The Lead Agency will serve at the pleasure of the RWMG. Unless otherwise designated as the Grant Administrator responsible for funding or the Project proponent for an individual Project pursuant to this MOU, the Lead Agency shall not be responsible for any Project, including without limitation completion, funding, or environmental review thereof.
- 5.4 Technical Advisory Committee. The RWMG will organize a committee to advise the RWMG and other Stakeholders concerning implementation, funding, and further development of the IRWMP. The RWMG shall appoint individuals to the Technical Advisory Committee who have

technical backgrounds in the fields of water, biology, ecology, geology, engineering, hydrogeology, planning, resource conservation, riparian systems, water conservation, and/or water quality. Appointees to the Technical Advisory Committee shall serve at the pleasure of the RWMG.

- 5.5 Approach to Implementing the IRWMP. Any Stakeholder may propose an implementation project (Project Proposal) to the RWMG at any time. Each Project Proposal shall include a funding component, including application and administration costs, in addition to direct Project costs. Each Project Proposal must meet the standards identified in the IRWMP or they will not qualify for additional consideration by the RWMG. The RWMG will review the Project Proposals for consistency with the IRWMP. The RWMG will hold two public hearings each year to allow Stakeholder comments on any Project Proposals. Notice of each hearing shall be made at least 30 days in advance to allow all Stakeholders ample time to prepare alternatives, or to compile data for presentation at the hearing. Public hearings shall be held at least twice per year, once in April and once in October, and other times as needed.
- 5.6 Prioritization of Projects. At least twice a year, the RWMG will generate and approve a list that prioritizes the Projects to be carried out within the Region. The final prioritized Project list will be approved by majority vote of the RWMG after receiving input from Stakeholders at a public hearing held consistent with section 5.5 above.
- 5.7 Amendment of IRWMP. The IRWMP may be amended from time to time by majority vote of the Parties at a meeting of the RWMG, open to all Stakeholders. Any member of the RWMG may request that the Lead Agency convene a meeting of the RWMG, open to all Stakeholders, to consider amendments to the IRWMP. Except in unusual circumstances, the IRWMP will be amended no more frequently than bi-annually in April and October. Any amendments to the IRWMP must be consistent with Water Code sections 10530 et seq. and any IRWM guidelines of the State Water Resources Control Board and California Department of Water Resources. The RWMG shall consider all public input and input from Stakeholders and shall adopt or reject proposed amendments by majority vote of the RWMG, after compliance with the publication and notice requirements set forth in Water Code section 10543.
- 5.8 Project Implementation. The individual Project proponent(s) will be responsible for completing their respective proposed Projects, complying with all applicable laws related thereto, conducting any necessary environmental review thereon, hiring any appropriate consultants to assist in administering their respective Projects, identifying funding for said Projects, and providing Project reports to the Lead Agency. The Parties will

reasonably cooperate with the individual Project proponent(s) to support Projects approved by the RWMG.

- 5.9 Monitoring. The RWMG will be responsible for monitoring the implementation of the IRWMP. The Technical Advisory Committee will regularly report to the RWMG regarding progress on the development and implementation of the IRWMP. The Lead Agency will be responsible for coordinating data collection among the Parties and dissemination to the RWMG. Unless specifically tasked therewith, the Lead Agency is not responsible for data production or collection.
- 5.10 Grant Applications. The RWMG will designate the appropriate Local Agency or Non-Profit Organization within the RWMG, or other appropriate third-party grant administrator, (hereafter referred to as a “Grant Administrator”) to apply for grant funds and other potentially available funding. The Grant Administrator for each grant application should have a mission and expertise consistent with the purpose of the subject grant(s). The grant applications shall adhere to the Project prioritization identified by the RWMG. Funding for any grant application shall be provided for by the Local Agency(ies) that will benefit from the grant, as determined by the RWMG.
- 5.11 Grant Awards and Agreement. Unless otherwise designated by the RWMG, the Grant Administrator designated to apply for the identified grant funds pursuant to section 5.10 above will be the grantee and administer the grant on behalf of the RWMG and Stakeholders. The individual Project proponent will be responsible for compiling any and all documentation for the respective Project that may be required by the grantor or requested by the Grant Administrator. The individual Project proponent shall timely provide any such documentation to the Grant Administrator.
- 5.12 Withdrawal. A Party to this MOU may withdraw from participation upon 30 days advance notice to the other Parties. A withdrawing party will remain obligated for its proportionate share of any financial obligation incurred in furtherance of this MOU and/or implementation of the IRWMP prior to the effective date of withdrawal.
- 5.13 Personnel and Financial Resources. The general managers and/or other authorized officials of each Party will periodically meet to ensure that adequate resources are available to the RWMG to implement the MOU. In the event sufficient funding is not available to implement the MOU, the Parties agree to exercise in good faith all reasonable efforts to identify and provide for adequate funding to implement the MOU.
- 5.14 Other On-Going Regional Efforts. The IRWMP is separate from efforts of other organizations to develop water-related plans on a regional basis

around Madera County. As the IRWMP is implemented, work products may be shared to provide other entities and groups with current information. The Parties agree to cooperate with the stakeholders in shared watersheds, either through separate memorandums of understanding, joint powers agreements, and/or eventual inclusion of other adjoining areas into the Region by amendment of the IRWMP (e.g., the upper Chowchilla and San Joaquin river watersheds outside of the Madera County boundaries).

- 5.15 Amendment of Memorandum of Understanding. This MOU may be amended only by a subsequent written agreement approved and executed by all of the Parties. If one or more of the Parties propose amendments to the MOU, the Lead Agency will convene a meeting to vote on the proposed amendments. If a majority of the RWMG votes in favor of the proposed amendments, the MOU as proposed for amendment shall be approved by the decision-making bodies of the Parties within 30 days of the affirmative vote. Any Parties not wishing to continue in the MOU due to the amendments or modifications will have no obligation to sign the amended MOU. The amendments will take effect 30 days after the affirmative vote of a majority of the RWMG so long as, by that time, at least three Local Agencies, at least two of which have authority over water supply or management, have signed the amended MOU.
- 5.16 Counterparts. This MOU may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.
- 5.17 Good Faith. Each Party shall use its best efforts to, in good faith, work towards completion of the objectives of this MOU and the satisfactory performance of its terms. The Parties will reasonably cooperate with each other to carry out the purpose and intent of this MOU.
- 5.18 Dispute Resolution. The Parties shall make reasonable efforts to resolve any disputes that may arise from this MOU in a prompt and timely manner. The Parties must apply the dispute resolution process set forth in this section to all disputes arising under this MOU. In the event of a dispute, the Party claiming a dispute shall give notice of the dispute to the Lead Agency. Such notice shall include a brief description of the matter in dispute and the relief sought. Upon receipt of the dispute notice, the Lead Agency shall immediately notify all Parties of the dispute and timely convene at least two RWMG meetings to resolve the dispute. If the dispute is not resolved in these meetings, the Parties shall consider terminating or amending this MOU. Prior to entering into any legal action arising out of this MOU, the Parties hereby commit to first pursue mediation. In such event, the Parties shall select a neutral mediator by majority vote. If the Parties cannot come to majority agreement, the Lead Agency will select a neutral mediator. Costs of the mediator shall be borne by the Parties in equal shares, with the Parties

bearing their own costs of participation. The dispute resolution process called for in this section is binding on Parties to this MOU only to the extent of their mutual understanding herein and in no way affects the method by which Parties can lawfully resolve disputes concerning their legal or regulatory obligations arising under any other law, agreement, or contract.

5.19 Mutual Indemnification. This MOU shall not be construed to shift liability from any given Party to another for any actions taken in furtherance of this MOU. Each Party will remain wholly responsible for any actions it takes pursuant to this MOU. Each Party agrees, to the fullest extent permitted by law, to indemnify, defend, and hold all other Parties and any directors, officers, agents, employees, and insurers thereof from and against any and all claims, judgments, damages, penalties, costs, liabilities, and losses arising out of or related in any way to each Party's respective activities in furtherance of this MOU.

5.20 Effective Date; Term. This MOU shall take effect upon signature of three or more Local Agencies, at least two of which have statutory authority over water supply or water management, and shall thereafter continue so long as the criteria set forth in this section are met until terminated by mutual written agreement of the Parties.

6. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the duly authorized undersigned representatives of our respective entities, acknowledge the above as our understanding of the intent to oversee the governance, funding, further development, and implementation of the Integrated Regional Water Management Plan for the Region.

REGIONAL WATER MANAGEMENT GROUP

County of Madera
Entity 
By
MAX RODRIGUEZ
Printed Name

Root Creek Water District
Entity _____
By _____
Printed Name _____

Its: CHAIRMAN OF THE BOARD

Its: _____

Date: NOVEMBER 24, 2009

Date: _____

**Approved as to Legal Form:
COUNTY COUNSEL**

By: 

bearing their own costs of participation. The dispute resolution process called for in this section is binding on Parties to this MOU only to the extent of their mutual understanding herein and in no way affects the method by which Parties can lawfully resolve disputes concerning their legal or regulatory obligations arising under any other law, agreement, or contract.

5.19 Mutual Indemnification. This MOU shall not be construed to shift liability from any given Party to another for any actions taken in furtherance of this MOU. Each Party will remain wholly responsible for any actions it takes pursuant to this MOU. Each Party agrees, to the fullest extent permitted by law, to indemnify, defend, and hold all other Parties and any directors, officers, agents, employees, and insurers thereof from and against any and all claims, judgments, damages, penalties, costs, liabilities, and losses arising out of or related in any way to each Party's respective activities in furtherance of this MOU.

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REGIONAL WATER MANAGEMENT GROUP

County of Madera
Entity

By _____
Printed Name

Its: _____

Date: _____

Root Creek Water District
Entity

By *Philip R. Perre*
Printed Name

Its: *President*

Date: *1/26/2010*

**Approved as to Legal Form:
COUNTY COUNSEL**

By: *[Signature]*

Madera Irrigation District

Entity _____

By *[Signature]*

Printed Name

Its: _____

Date: 1/20/2000

Coarsegold Resource Conservation District

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee

Entity _____

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource Conservation District

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District

Entity _____

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District

Entity

By CRC D. DIRECTOR

By [Signature]

Printed Name

Its: [Signature]

Date: [Signature]

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla
Entity

By _____

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District
Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

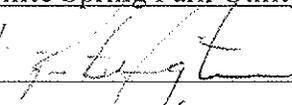
By _____

Printed Name

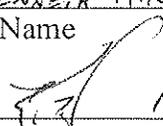
Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By 

Printed Name KENNETH HARRINGTON

Its:  MANAGER

Date: 1-26-10

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla
Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District

Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By Michael R. Neneu

Printed Name

Its: GENERAL MANAGER YLOA/
YSAC

Date: 1/26/2010

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla
Entity

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District

Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee
Entity

By Jeannie Habben

Printed Name

Its: Facilitator/Coordinator

Date: 01-26-10

City of Chowchilla

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District

Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla

Entity

By Jay A. Varney

Printed Name

Its: Acting City Administrator

Date: January 26, 2010

Chowchilla Red Top Resource
Conservation District

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District

Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla

Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District

Entity

By NORMAN KUHN

Printed Name Norman Kuhn

Its: _____

Date: 1-26-10

Chowchilla Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Sugar Pine Water _____

Entity Susan Savage

By Susan Savage

Printed Name

Its: President

Date: 1-26-2010

Madera Irrigation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Coarsegold Resource Conservation
District
Entity

By _____

Printed Name

Its: _____

Date: _____

Gravelly Ford Water District
Entity

By _____

Printed Name

Its: _____

Date: _____

Yosemite Spring Park Utility Company
Entity

By _____

Printed Name

Its: _____

Date: _____

Central Sierra Watershed Committee
Entity

By _____

Printed Name

Its: _____

Date: _____

City of Chowchilla
Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Red Top Resource
Conservation District
Entity

By _____

Printed Name

Its: _____

Date: _____

Chowchilla Water District
Entity

By Dan Mackley

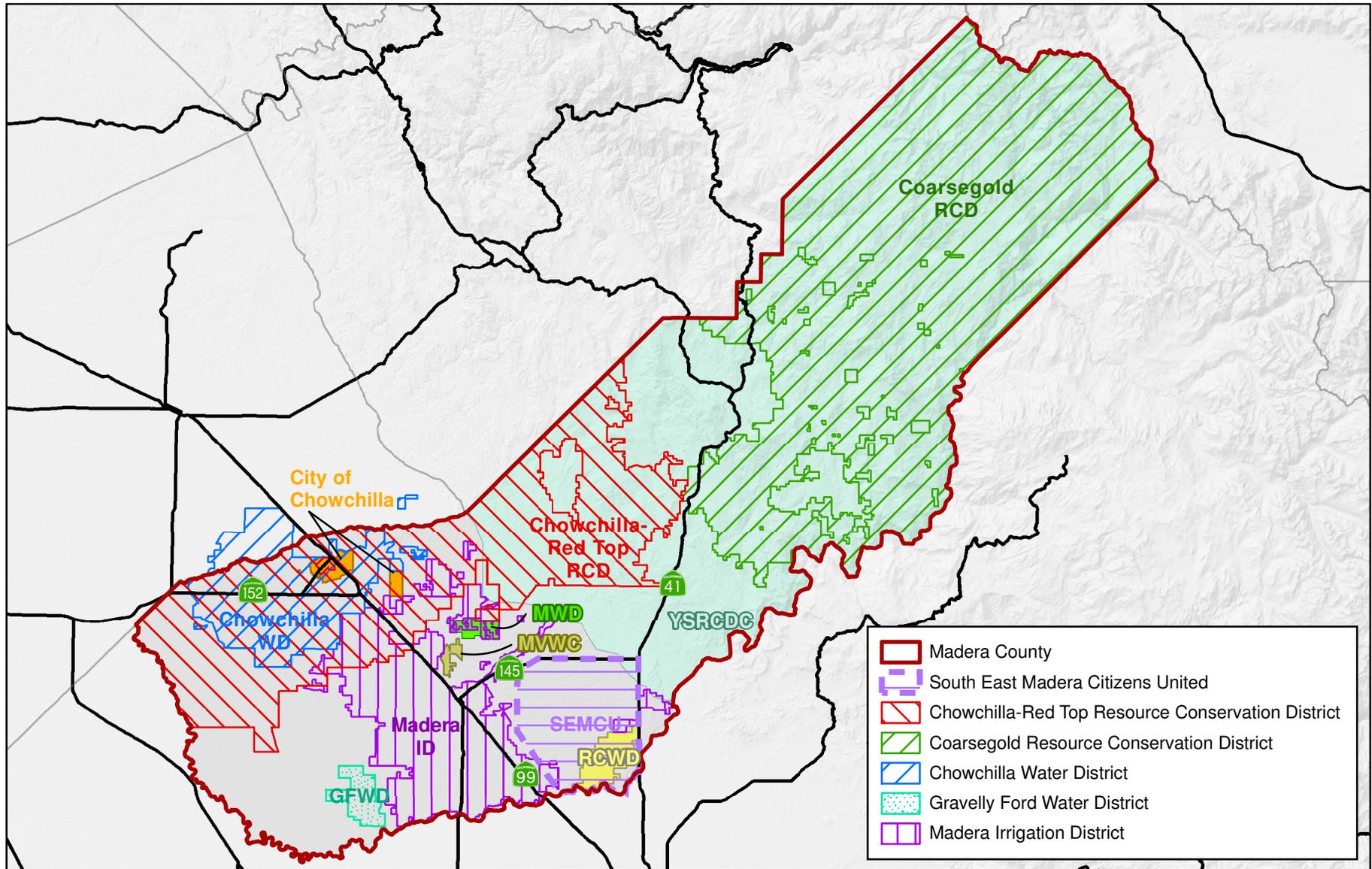
Printed Name Dan Mackley

Its: park

Date: 1-27-10

Attachment 2.1, Signatory Agencies

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PROVOST & PRITCHARD
EST. 1988
CONSULTING GROUP
An Employee Owned Company

286 W. Cromwell Ave.
Fresno, CA 93711-6162
(559) 449-2700

- City of Chowchilla
- Yosemite Sequoia Resource Conservation and Development Council (Madera Co Portion)
- Madera Water District
- Root Creek Water District
- Madera Valley Water Company

Figure 2.1
Signatory Agencies
Madera Region - IRWM
Implementation Grant
Application

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Attachment 2.1, Madera RWMG Meeting Minutes

Meeting Minutes 11/08/2010

Meeting Minutes 12/13/2010

(Minutes include acceptance of updates to adopted Madera Region IRWMP)

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Regional Water Management Group
Monday, November 8, 2010 1:30 to 3:30 pm
Location: Chowchilla Library Community Room
Meeting Agenda

In Attendance:

Frank Abley – US Forest Service
Cindy Black – City of Chowchilla
Elissa Brown – Grant Writer
Chris Campbell – Root Creek Water District
Jack Fry – Chowchilla Red Top Resource Conservation District
Jeannie Habben – Central Sierra Watershed Committee
Glenn Eastes – Madera County
Carl Janzen – Madera Irrigation District
Norman Kuhr – Chowchilla Red top RCD
Michael Neveu – YSPUC
Phil Pierre – Root Creek Water District
Don Roberts – Gravelly Ford Water District
Igal Treibatch – S.E.M.C.U.
Dick Tzou – Madera Irrigation District
Dough Welch – Chowchilla Water District

Quorum was met; meeting was called to order by Michael N. at 1:34 PM.

1. Review Agenda

No agenda change

2. Public Comment (hold to three minutes each speaker)

Comment by Central Sierra Watershed, this Saturday 11/13 from 2pm to 5pm, a party in honor of Larry Ballew in Oakhurst.

Old Business/Housekeeping:

3. Approve minutes from 8-30-10 and 9-21-2010 meeting

Approve meeting minutes from 8/30/2010 with changes as submitted, unanimous.
Board voted to pass the August meeting minutes; this was passed unanimously, approved 8/30/2010 meeting minutes as submitted.

Review of meeting minutes from 9-21-2010 meeting: discussion. DWR Fresno Rep felt her comments were not to be labeled as a criticism but rather as suggestions. Others agreed. Jeannie H will re-write the section in regards to this discussion and submit as a change. Economic development projects need governance. Group agreed to include September 21 edited document for final approval at December meeting.

4. Review Department Forestry document inclusion to existing IRWMP, Fuel Reduction Recommendation (tabled from October's meeting)

See attached documentation for the recommended amendments to the Madera Integrated Regional Water Management Plan

Doug W made the motion to approve the proposed amendment to the IRWMP Forest Service section and Don R second the motion and the Dept of Forestry document for the amendments of the IRWMP are approved unanimously by the board.

5. For grant preparation: collect monies from members

Monies collection tabled for December meeting.

6. Review of IRWMP Implementation grant project submissions

Elissa B facilitated this issue. Notes from her presentation follow:

Each region is required to submit multiple projects on one application. This process will include submittal of Project Description for the RWMG to review and vote. The list will be published with a 30 day comment period. Grant Application is due January 7, 2011. The first vote is preliminary; member can vote "against" inclusion at December meeting. However, no additions to the November group of projects will be entertained. There could be as many as 3 rounds of funds and this submittal is for the first round.

5 projects were submitted at the meeting. Project prioritization will be up to the Grant Applicant. The projects include: (1) Ash Slough Arundo Eradication and Sediment Removal project; (2) Cottonwood Creek/Berenda Creek Arundo Eradication Project; (3) Root Creek In-Lieu Groundwater Recharge Project; (4) Sierra National Forest Fuel Reduction Project; (5) Madera Ranchos Flood Control and Water Recharge Ponding Basin. Please refer to the submitted project documents for details.

Voting for inclusion of all five projects was unanimous.

A vote was held in approval of all five projects as presented in review, per project documentation: (1) Ash Slough Arundo Eradication and Sediment Removal project; (2) Cottonwood Creek/Berenda Creek Arundo Eradication Project; (3) Root Creek In-Lieu Groundwater Recharge Project; (4) Sierra National Forest Fuel Reduction Project; (5) Madera Ranchos Flood Control and Water Recharge Ponding Basin.

Motions were made stating the above, and after the board voted it was unanimous that all five projects be included in the in the Implementation Grant Application.

7. Selection of Grant Applicant

Group members agreed to form subcommittee to recommend the choice of Grant Applicant for the Grant Implementation phase, and come to the December meeting with at least one applicant.

New Business:

8. Choose next location and time for meeting

The next meeting is to be held on December 13 at the Madera Irrigation District office. Adjourn Meeting adjourned at 3:45pm.

Recommended amendments to the Madera Integrated Regional Water Management Plan

Add to Section 7.2.2.2 :

High severity wildfire can increase the probability and magnitude of flooding, and potentially result in debris flows. Wildfire can leave areas of a watershed completely devoid of vegetation and ground cover. High temperatures can cause physical and chemical changes to forest soils that reduce infiltration and make them more susceptible to erosion. The combined affect results in rapid concentration of runoff (flash flooding) that carries elevated amounts of sediment and debris, potentially plugging culverts, damaging bridges, and filling reservoirs. Degraded mountain meadow and riparian areas also contribute to elevated flooding. Mountain meadows and floodplains provide natural storage of stormwater and aquifer recharge. Properly functioning meadows store runoff and maintain dry season flows by the slow release of water. Loss of this storage through channel incision reduces the time of concentration for flood flows, increasing both flood volume and height.

Add :

Section 7.3.7 Watershed Protection and Restoration Projects

The US Forest Service is responsible for managing over 300,000 acres of land in the foothill and mountain regions of Madera County. Both commercial and non-commercial fuel reduction projects are completed annually to reduce the intensity and spread of wildfires and to increase forest resiliency to disturbances such as drought, insect and disease attack, and wildfire; thereby reducing the probability of deforestation and increased flooding.

There are an estimated 1,300 meadow and fen systems (approximately 3,180 acres) in the headwaters of Madera County. Past land management activities have compromised the hydrologic function of many of these through incision and conifer encroachment. The Sierra National Forest has identified 30 meadows in need of restoration within the Upper Chaquito Creek 6th-field Hydrologic Unit Code (HUC). These projects are currently being evaluated as part of the Bass Lake Ranger District Five Year Meadow Restoration Plan. There are potentially an additional 130 meadow restoration projects in other 6th-field HUCs.

Revise 8.2.3 from:

“Madera County has a very active and historical program for fire protection, resource management, and environmental enhancement. Typical practices of fuel management include thinning of conifers; mastication of small trees, brush, and shrubs; prescribed burning and vegetation replacement. Although the main objective of the past and current programs has been fire protection, it has been observed that in areas where vegetation management has been conducted, storm runoff increases and increased groundwater recharge enhances springs, which tend to run for greater durations. A literature review supports the potential to increase water supply through vegetation management.”

To: “Madera County has a very active and historical program for fire protection, resource management, and environmental enhancement. Typical practices of fuel management include thinning of conifers; mastication of small trees, brush, and shrubs; prescribed burning and vegetation replacement. The main objective of these programs are fire protection, but they also provide ecological restoration and promote long-term hydrologic function. Properly functioning mountain ecosystems provide long-term resiliency to disturbances, thereby maintaining the quantity and quality of water during a time of changing climate and increased wildfire disturbance. Under certain conditions, vegetation management has resulted in short term increases in water yield. A literature review supports the potential to increase water supply through vegetation management. In evaluating projects for potential increases in water *quantity*, the possibility of decreased water *quality* from erosion and sedimentation should be considered”

Section 8.2.3.1

Change

“There are several other projects within Madera County; however, water yield increases resulting from management were not identified. Some of these projects are as follows:”

TO:

“There are several other projects within Madera County that have not identified increased water yields from management. These projects are designed to reduce the intensity and spread of wildfire, protect lives and property, and increase forest health and resiliency. Some of these projects are as follows:”

ADD TO 9.2.1.4

There are potentially 160 meadow restoration projects on Forest Service land within the headwaters of Madera County. Of these, 30 are currently in the planning phase. It is recommended that the Madera RWMG work with the USFS to identify and restore mountain meadows for the protection of water quality, flood attenuation, and increased dry season flows.

ADD TO 9.2.1.6 (but not under projects designed to increase water supply)

Pursue opportunities with the USFS for vegetation management projects designed for ecological restoration, wildfire protection, and forest resiliency. Future projects would include fuel treatments, thinning, and noxious weed eradication.

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Regional Water Management Group: Regular Meeting
Monday, December 13, 2010 1:30 to 3:30 pm
Location: Madera Irrigation District Offices
Meeting Minutes

In Attendance:

Elissa Brown – Grant Writer
Dianne Cruce – Stakeholder
Jack Fry – Chowchilla Red Top Resource Conservation District
Jeannie Habben – Central Sierra Watershed Committee
Steve Haze – Yosemite/Sequoia Resource Conservation & Development Council
Carl Janzen – Madera Irrigation District
Phil Pierre – Root Creek Water District
Don Roberts – Gravelly Ford Water District
John Shelton – Department of Fish & Game
Robyn Smith – Yosemite/Sequoia Resource Conservation & Development Council
Al Solis – Sol Development Association LLC
Igal Treibatch – S.E.M.C.U.
Dick Tzou – Madera Irrigation District
Dough Welch – Chowchilla Water District
Tom Wheeler – Madera County Board of Supervisors
On the phone – Frank Abley – US Forest Service

1. Review Agenda

Carl J opened the meeting.

2. Public Comment (hold to three minutes each speaker)

It was stated that there was an article in the YELP newspaper, this is the newspaper in Yosemite Lakes Parks, that stated that the YSPUC has resigned from the RWMG board and as Lead Agency. Since there is no representation at this meeting to confirm their statement and since they have not stated this in writing to the board, the YSPUC is still bound to this position until they send a letter of resignation.

For all who are interested there will be a meeting with Linda Halderman, Thursday, 3 – 5 PM, 906 “N” St., Suite #100, downtown Fresno, “N” St between Kern and Tulare Sts, 559-497-1900, @ Sol Development Assoc office

Old Business/Housekeeping:

3. Selection of new RWMG Officers

Carl j stated that there is no procedure mentioned in the Bylaws on how to change the chair and the lead agency. It is stated that officers can be voted in at anytime. Since the actual change of lead agency is not agenized, the choosing of a new lead agency will be addressed at the next meeting. A letter needs to be sent to YSPUC requesting their official resignation from both the board and as lead agency.

Jack F made a motion that Carl J become interim-chair this board until a Lead Agency is chosen. This was second by Tom W. All voted and the motion passed. Phil P nominated

Doug W. for Vice-chair and this was second by Dianne C. All voted and motion was passed.

Jack F stated that all note taker/secretary and administrative duties will be handled by Chowchilla Red Top RCD and thus by Jeannie H. She is asked to take this position under Chowchilla Red Top RCD for a total of six months under their direction.

4. Approval of minutes from 10-11-2010 and 11-8-2010 meeting

It was first stated that all past minutes and sign-in sheets need to be collected from YSPUC so that all of the minutes can be corrected and the attendees added to each.

The board reviewed the minutes from September, October, and November. Jeannie H will reformat and make final corrections to each of these months along with adding the attendees of each meeting. When completed, these will go out to the board as complete.

September was reviewed and stated that it was complete with the exception of the rewriting of one paragraph. This paragraph had been rewritten and submitted to the parties concerned and was stated to be approved last month with the change.

There was discussion to show the name of this organization as the Madera Regional Water Management Group because it appears inconsistently in each of the minutes. Also in Agenda Item #4 in the November 8 minutes, it was discussed and stated clear for the record that the minutes should reflect that Doug W made the motion to approve the proposed amendment to the IRWMP Forest Service section (at the November meeting and it was not recorded correctly) and Don R had second the motion and the Dept of Forestry document for the amendments of the IRWMP had been approved unanimously by the board.

October 11 and November 8 minutes were reviewed and after discussions of corrections for the minutes presented along with the addition of attendees to each of the month; Tom W moved to approve the minutes as corrected Phil P second the motion the motion was accepted and the minutes were approved.

5. IRWMP Application Grant Results - Invoice for grant preparation: collect monies from members

The results for the funding of the DWR Planning Grants were released on December 8. The Madera Region did not receive the funding for the Planning Grant. Also the Mariposa area and Southern Sierra IRWM did not receive their funding. It has been recommended that we write a letter to DWR to appeal their decision to not fund our Region. Also, on Wednesday, 12/15 is a public meeting in Sacramento for Planning Grant public comments. Public comments are due to DWR by December 23.

Discussion ensued in regards to what comments should be included in the appeal to DWR. It was stated that there were a couple of issues to look at: several of the regional groups in this area were slighted and probably misunderstood. The direction that SSIRWMP and MRIRWMP are going is important; neither group has any funding to proceed. These groups need to get together with the IRWMP because without planning money the process will not happen. DWR needs to understand that this is an important area to fund and assist. We do not have Disadvantaged Communities (DAC) we are an entire Disadvantaged Region.

After writing and submitting the appeal we have to realize that this group doesn't have any problem staying together before the next application – we need to ask DWR to get actively involved with the process for the next round. We have a plan and now we just need to update the plan so that we can continue to fulfill our obligations to receive the Implementation funding. We can approach DWR and ask for technical assistance in writing the next application, possibly from their discretionary/technical assistance funds. Because if the RWMG does not choose to get serious about funding a professional firm to assist with their grant writing and project planning they may not be able to receive funding from the state.

At the September meeting of the RWMG, it was agreed upon that the RWMG signatories of the board would share the cost of the Assistant Grant Writer for the Planning Grant since they did not pay the Grant Writer. Each of the signatories is receiving an invoice to pay Elissa Brown as the Assistant Grant Writer on this project. Each member needs to pay their individual invoice directly to Elissa. Invoices were distributed to members who were present and e-mailed to those not present..

6. Final discussion and selection of IRWMP Implementation grant projects

During the November meeting there was a vote to progress with the 5 projects presented and get the information out for public comment. The projects were published in the Sierra Star by YSPUC a couple of weeks ago and no comments have been received. Since that time the county has withdrawn the Madera Ranchos Ponding Basin project. There are now four projects to be approved to move on to the application process: Ash Slough Arundo Eradication and Sand Removal by Madera County; Cottonwood Creek, Dry Creek, and Berenda Creek Arundo Eradication and Sediment Removal by Madera Irrigation District; In-Lieu Recharge Project by Root Creek Water District; Fuel Reduction for Forest Health and Fire Safety, Sierra National Forest. Doug W moved to accept the 4 projects as presented; Don R second the motion; all voted and the item passed unanimously.

7. Final determination on recommended Amendment to Madera IRWMP

This was determined to be correct in the past minutes so this item could be removed. To restate from earlier in meeting: the minutes should reflect that Doug W made the motion to approve the proposed amendment to the IRWMP Forest Service section (at the November meeting and it was not recorded correctly) and Don R had second the motion and the Dept of Forestry document for the amendments of the IRWMP had been approved unanimously by the board.

8. Discussion and vote on IRWM requirement 'legal agreement among partner agencies and/or organizations that ensures performance of the Proposal and tracking of funds'

There are two MOUs that need to be signed by the partner agencies or organizations that ensure the performance of the proponents. The project proponents will bring the MOUs back to their organizations to review at a later date. In the meantime, a motion was made to cover the requirement:

Tom w made the motion (stated below) and Doug W second the motion – voted on by the board and approved unanimously.

This is the recommendation that Root Creek Water District is the applicant for the implementation grant and that they take on the responsibility to assure the performance of any grant, the administration of the grant, the tracking of funds, the understanding that the

cost will be included in the application for grant funds and not a separate cost to the RWMG. The RWMG is not responsible for grant administration or grant writing fee.

Root Creek voted Nov. 17 at their board meeting that they would authorize to be the applicant for the grant. This is with the understanding that the sharing of cost for the grant writing is between the proponents; there will be a MOU for grant administration between the members of the MRWMG as part of the IRWM implementation grant which then makes Root Creek would be the lead agency for the Implementation Grant. (Applicant)

9. Discussion and vote on IRWM Requirement ‘Consent to Update Plan’

The RWMG needs to sign a consent form stating that the RWMG understands that it must enter into a binding agreement with DWR to update, within two years of the execution date of the agreement, the IRWM Plan to meet the IRWM Plan standards contained in the Guidelines and to undertake all reasonable and feasible efforts to take into account water-related needs of disadvantaged communities in the area within the IRWM region

Tom W made the motion to sign the consent form and Doug W second the motion – motion voted on and carried to agree to sign the consent form.

New Business:

10. Choose next location and time for meeting

Wednesday, January 5, 2011 at 1:30pm
Find location in foothills. TBA

Adjourn

Agenda items
Lead agency