



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Special Meeting Agenda
Monday, April 23, 2018 @ 5:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

George A. Nava, Mayor
Donald L. Wharton, Mayor Pro-Tempore
Norma Kastner-Jauregui, Council Member
Luke Hamby, Council Member
Sam Couchman, Council Member

Alma Benavides, City Clerk
Ruby D. Walla, City Treasurer
William S. Smerdon, City Attorney
Rosanna Bayon Moore, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

- 2. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) this is the time for the public to address the Council **on any item not appearing on the agenda** that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. **Please direct your questions and comments to the City Council.**

3. CONSENT AGENDA Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

a. Approve City Council Minutes: February 20, 2018 **Pgs 3-13**

February 26, 2018 **Pg 14**

b. Approve Accounts Payable: April 13, 2018 **Pgs 15-18**
April 16, 2018 **Pgs 19-22**

c. Reject Claim as Recommended by Carl Warren & Company Claims Management Adjusters for Patricio M. Lopez. **Pg 23**

4. REGULAR BUSINESS

a. Discussion and Potential Action to Adopt Resolution No. 2018- : Resolution of the City Council of the City of Brawley, California Amending Fiscal Year 2017/2018 City of Brawley Budget for the Brawley Parks & Recreation Department in the Amount of \$34,880.00. **Pgs 24-26**

b. Discussion and Potential Action to Approve a Consulting Services Contract in the Amount of \$33,900 with Psomas for the Pilot / Flying J Travel Center Hydraulic Analysis to be 100% Reimbursed by Said Developer. **Pgs 27-41**

5. GENERAL FUND WORKSHOP NO. 1

a. Presentation, Discussion and Staff Direction

6. CITY COUNCIL MEMBER REPORTS

7. CITY MANAGER REPORT

8. CITY ATTORNEY REPORT

9. CITY CLERK REPORT

ADJOURNMENT Regular Meeting, **Tuesday, May 1, 2018 @ 6:00 PM**, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

Alma Benavides, City Clerk

Check Register Report

Date: 04/13/2018

Time: 11:45 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
49802	04/12/2018	Printed	A242	A T & T	Telephone Services 3/19-4/18	379.79
49803	04/12/2018	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	PD Radio Maint/Apr 2018	523.00
49804	04/12/2018	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	168.18
49805	04/12/2018	Printed	A915	AM COPIERS, INC.	Printer Maintenance/Utility	119.92
49806	04/12/2018	Printed	A118	GENE ARAUJO	Refund Ovrpmt 282 W D Street	20.03
49807	04/12/2018	Printed	A232	ARC INDUSTRIES	Transit Station Services/March	357.05
49808	04/12/2018	Printed	A785	AT&T	U-Verse Internet 3/17-4/16	268.13
49809	04/12/2018	Printed	A688	AT&T LONG DISTANCE	Telephone Services 2/25-3/24	44.56
49810	04/12/2018	Printed	A901	AT&T-CALNET 3	Telephone Services 3/3-4/2	1,230.11
49811	04/12/2018	Printed	A592	AUTO ZONE, INC. #2804	Battery #45 Streets	124.90
49812	04/12/2018	Printed	B578	BRAWLEY MASONIC TEMPLE ASSO	Office Space Rent - April 2018	500.00
49813	04/12/2018	Printed	B747	BRENNTAG PACIFIC INC.	Hydrochloric Acid	667.50
49814	04/12/2018	Printed	C752	CALIFORNIA BUILDING STANDAR	SB-1473 Permit Fees Quarter	257.40
49815	04/12/2018	Printed	C1306	BLANCA CARMONA	Refund Deposit/Lions Center	100.00
49816	04/12/2018	Printed	C902	CHEVRON & TEXACO CARD SERVICES	Fuel - Police Dept	71.76
49817	04/12/2018	Printed	C093	CIT	City Hall Phone System	150.54
49818	04/12/2018	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Credit Reports/P.D.	140.00
49819	04/12/2018	Printed	C2325	CRS GENERAL CONTRACTORS	Refund Ovrpmt 965 Santillan St	39.97
49820	04/12/2018	Printed	D191	DAVID DAVIES	Refund Ovrpmt 917 David Street	37.86
49821	04/12/2018	Printed	D385	DC FROST ASSOCIATES, INC.	Screening Bags	809.87
49822	04/12/2018	Printed	D480	DIVISION OF THE STATE	SB1186 Fees Collected QE	250.00
49823	04/12/2018	Printed	E244	AARON EATON	Refund Ovrpmt 244 W Jones St	45.18
49824	04/12/2018	Printed	E216	EL CENTRO MOTORS	Oil Change #P161 PD	60.37
49825	04/12/2018	Printed	E779	ESTATE OF MARIA OSUNA	Refund Ovrpmt 615 N Imperial	41.70
49826	04/12/2018	Printed	F231	FARMERS LAND LEVELING INC.	Hinojosa Park ADA Improvements	143,437.70
49827	04/12/2018	Printed	F397	FASTENAL CO	Screws, Washers, Powder Drinks	134.28
49828	04/12/2018	Printed	F542	FERGUSON ENTERPRISES, INC.	Faucet, Faucet Cover	139.48
49829	04/12/2018	Printed	F530	FLORENCE FILTER CORPORATION	Filters	640.60
49830	04/12/2018	Printed	F949	FORENSIC TECHNOLOGIES, INC	Pre-Employment Polygraphs	400.00
49831	04/12/2018	Printed	G536	GRAFFIK INDUSTRIES, INC.	Softball Jerseys	1,497.66
49832	04/12/2018	Printed	H512	HARRINGTON INDUSTRIAL PLASTICS	Elbow	843.86
49833	04/12/2018	Printed	N191	NAHAMA HERNANDEZ	Refund Solball Registration	35.00
49834	04/12/2018	Printed	H333	BRETT HOUSER	Reimb. Travel/Asset	40.00
49835	04/12/2018	Printed	I559	IMAGE SALES, INC.	ID Card	20.69
49836	04/12/2018	Void	04/12/2018		Void Check	0.00
49837	04/12/2018	Printed	I301	IMPERIAL HARDWARE CO., INC.	Adapters, Concrete Mix	641.13
49838	04/12/2018	Printed	I443	IMPERIAL PRINTERS	Ink Pad	21.77
49839	04/12/2018	Printed	I0124	IMPERIAL VALLEY BUILDERS	Refund Ovrpmt 889 S 2nd Street	290.46
49840	04/12/2018	Printed	I232	IV BLDRS	Refund Ovrpmt 949 S 2nd Street	90.35
49841	04/12/2018	Printed	J467	GILBERT JANSEN III	Refund Ovrpmt 467 Russell Road	9.21
49842	04/12/2018	Printed	K154	K-C WELDING RENTALS, INC	Safety Boots/Ralph Walker	146.13
49843	04/12/2018	Printed	K543	KNÖRR SYSTEMS, INC.	Pump	215.75
49844	04/12/2018	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Sprinklers	461.53
49845	04/12/2018	Printed	L268	LAWSON PRODUCTS, INC.	Electrical & Fusion Tapes	232.11
49846	04/12/2018	Printed	L108	LEAGUE OF CALIFORNIA CITIES	LCC 2018 Membership Dues	10,118.00
49847	04/12/2018	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Calibration Fee/Gas Monitors	131.90
49848	04/12/2018	Printed	M000	CYNTHIA L MARTINEZ	Travel Adv./Communications	685.16
49849	04/12/2018	Void	04/12/2018		Void Check	0.00
49850	04/12/2018	Printed	M004	MCNEECE BROS OIL COMPANY	Oil	5,053.45
49851	04/12/2018	Printed	M762	MUNISERVICES	Utility User Tax - Fixed Fee	3,750.00
49852	04/12/2018	Printed	N045	NORTHEND AUTOPARTS, INC.	Hose/Shop	80.80
49853	04/12/2018	Printed	N833	RUDY H NUNEZ	Travel Adv/Evidence & Records	428.92
49854	04/12/2018	Printed	O233	O'REILLY AUTO PARTS	Diesel Fluid #105 Sewer	166.45
49855	04/12/2018	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	1,015.00

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
49856	04/12/2018	Printed	O607	OSWALT & ASSOCIATES	Attorney Services - March 2018	9,075.94
49857	04/12/2018	Printed	P744	MARTIN PANTOJA	Refund Ovrpmt 974 Eucalyptus	37.21
49858	04/12/2018	Printed	P521	PETTY CASH-RECREATION DEPARTME	Petty Cash - Parks & Rec Dept	76.95
49859	04/12/2018	Printed	P011	ANDREA PIZANO	Refund Ovrpmt 1172 Peach St	0.06
49860	04/12/2018	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 3/1-3/31/18	338.05
49861	04/12/2018	Printed	R317	JORGE H REYNOSO	Refund Ovrpmt 317 W River Dr	0.18
49862	04/12/2018	Printed	R507	JOSEPH RYAN ROTHFLEISCH	Refund Ovrpmt 367 Willard Ave	37.10
49863	04/12/2018	Printed	S0166	ANDREA PATRICIA SALCEDO	Refund Ovrpmt 270 N Palm Ave	10.51
49864	04/12/2018	Printed	S155	SAN DIEGO COUNTY	P.W. Radio System Fees/March	2,394.00
49865	04/12/2018	Printed	S760	SPECTRUM ADVERTISING	Website Maintenance	50.00
49866	04/12/2018	Printed	T171	TELEDYNE INSTRUMENTS, INC	Refrigeration Assembly	1,646.42
49867	04/12/2018	Printed	T751	TPC TRAINCO	Electrical Troubleshooting &	1,100.00
49868	04/12/2018	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/N Jauregui	119.94
49869	04/12/2018	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	3,520.03
49870	04/12/2018	Printed	U602	USA BLUEBOOK, INC	Suction Valve	287.35
49871	04/12/2018	Printed	V079	VERIZON WIRELESS SERVICES L	IPad Mobile Broadband	632.21
49872	04/12/2018	Printed	V308	VIC'S AIR CONDITIONING & ELECT	A/C Repair	1,514.50
49873	04/12/2018	Printed	Z107	ALIDAD ZADEH	Rfd Lock Deposit/ Hangar #43	50.00
Total Checks: 72					Checks Total (excluding void checks):	198,025.66
Total Payments: 72					Grand Total (excluding void checks):	198,025.66

[Handwritten Signature]

INVOICE APPROVAL LIST BY FUND REPORT

Date: 04/12/2018
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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 000.000							
101-000.000-205.306	Surcharge - CALIFORNIA BUILDING		SB-1473 Permit Fees Quarter	49814	03/31/2018	04/12/2018	259.40
							<u>259.40</u>
101-000.000-205.307	Fee - SB DIVISION OF THE STATE		SB1186 Fees Collected QE	49822	03/31/2018	04/12/2018	250.00
							<u>250.00</u>
						Total Dept. 000000:	509.40
Dept: 111.000 City Council							
101-111.000-740.100	Repair & SPECTRUM ADVERTISING///	13774	Website Maintenance	49865	03/30/2018	04/12/2018	50.00
							<u>50.00</u>
101-111.000-750.200	VERIZON WIRELESS		IPad Mobile Broadband	49871	03/15/2018	04/12/2018	76.02
							<u>76.02</u>
101-111.000-750.402	Travel - N.J. U.S. BANK CORPORATE///		Credit Card Charges/N Jauregui	49868	03/22/2018	04/12/2018	43.08
							<u>43.08</u>
101-111.000-750.403	Travel - G.N. U.S. BANK CORPORATE///		Credit Card Charges/G. Nava	49868	03/22/2018	04/12/2018	76.86
							<u>76.86</u>
						Total Dept. City Council:	245.96
Dept: 112.000 City Clerk							
101-112.000-730.200	Technical PRO RECORD STORAGE,	0020009	Document Storage 3/1-3/31/18	49860	04/02/2018	04/12/2018	0.80
							<u>0.80</u>
101-112.000-740.400	Rent PRO RECORD STORAGE,	0020009	Document Storage 3/1-3/31/18	49860	04/02/2018	04/12/2018	114.84
							<u>114.84</u>
						Total Dept. City Clerk:	115.64
Dept: 151.000 Finance							
101-151.000-730.200	Technical PRO RECORD STORAGE,	0020010	Document Storage 3/1-3/31/18	49860	04/02/2018	04/12/2018	16.05
							<u>16.05</u>
101-151.000-740.100	Repair & AM COPIERS, INC /// CIT///	34703	Printer Maintenance/Finance	49805	03/30/2018	04/12/2018	85.73
		31648578	City Hall Phone System	49817	03/21/2018	04/12/2018	75.27
							<u>161.00</u>
101-151.000-740.400	Rent PRO RECORD STORAGE,	0020010	Document Storage 3/1-3/31/18	49860	04/02/2018	04/12/2018	206.36
							<u>206.36</u>
						Total Dept. Finance:	383.41
Dept: 152.000 Utility Billing							
101-152.000-740.100	Repair & AM COPIERS, INC /// CIT///	34701	Printer Maintenance/Utility	49805	03/30/2018	04/12/2018	34.19
		31648578	City Hall Phone System	49817	03/21/2018	04/12/2018	75.27
							<u>109.46</u>

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Utility Billing:							109.46
Dept: 161.000 City Attorney							
101-161.000-730.100 Professional	OSWALT & ASSOCIATES//	10400	Attorney Services - March 2018	49856	03/31/2018	04/12/2018	9,075.94
							9,075.94
Total Dept. City Attorney:							9,075.94
Dept: 191.000 Non-departmental							
101-191.000-730.100 Professional	MUNISERVICES		Utility User Tax - Fixed Fee	49851	03/22/2018	04/12/2018	3,750.00
							3,750.00
101-191.000-740.200 Cleaning	ALSCO AMERICAN LINEN		Cleaning Services	49804	03/28/2018	04/12/2018	18.05
							18.05
101-191.000-750.600	LEAGUE OF CALIFORNIA	178982	LCC 2018 Membership Dues	49846	01/31/2018	04/12/2018	10,118.00
							10,118.00
Total Dept. Non-departmental:							13,886.05
Dept: 211.000 Police Protection							
101-211.000-720.100 Office	IMPERIAL PRINTERS//	18-844	Ink Pad	49838	03/21/2018	04/12/2018	21.77
							21.77
101-211.000-721.200 Other	IMAGE SALES, INC.//	0061125-IN	ID Card	49835	04/04/2018	04/12/2018	20.69
							20.69
101-211.000-725.400 Fuel	CHEVRON & TEXACO CARD	670012	Fuel - Police Dept	49816	04/06/2018	04/12/2018	71.76
	MCNEECE BROS OIL	223276	Fuel/Police Dept	49850	04/02/2018	04/12/2018	3.00
	MCNEECE BROS OIL		Credit/Invoice 129540	49850	03/22/2018	04/12/2018	-23.90
	MCNEECE BROS OIL		Credit/Invoice 163508	49850	03/22/2018	04/12/2018	-25.12
							25.74
101-211.000-730.100 Professional	FORENSIC TECHNOLOGIES,	1289	Pre-Employment Polygraphs	49830	03/31/2018	04/12/2018	400.00
							400.00
101-211.000-730.200 Technical	CREDIT BUREAU OF IMP.	4975	Credit Reports/P.D.	49818	04/02/2018	04/12/2018	140.00
							140.00
101-211.000-740.100 Repair &	AIRWAVE COMMUNICATIONS	607500	PD Radio Main/Apr 2018	49803	03/31/2018	04/12/2018	523.00
							523.00
101-211.000-750.200	AT&T-CALNET 3//		Telephone Services 3/3-4/2	49810	04/03/2018	04/12/2018	1,230.11
	SAN DIEGO COUNTY//		Police Radio System Fees/March	49864	04/01/2018	04/12/2018	2,194.50
							3,424.61
101-211.000-750.510	HOUSER/BRETT//		Reimb. Travel/Asset	49834	04/03/2018	04/12/2018	40.00
	MARTINEZ/CYNTHIA L//		Travel Adv./Communications	49848	03/02/2018	04/12/2018	685.18
	NUNEZ/RUDY H//		Travel Adv/Evidence & Records,	49853	03/29/2018	04/12/2018	428.92
							1,154.08
Total Dept. Police Protection:							5,709.89

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200	Other						
	IMPERIAL HARDWARE CO.,	512295/2	Bulbs	49837	04/05/2018	04/12/2018	27.61
							<u>27.61</u>
101-211.300-725.400	Fuel						
	MCNEECE BROS OIL	222226	Fuel/Police Dept	49850	03/13/2018	04/12/2018	49.18
							<u>49.18</u>
							Total Dept. Graffiti Abatement: 76.79
Dept: 221.000 Fire Department							
101-221.000-750.200							
	VERIZON WIRELESS		Mobile Broadband/Police Dept	49871	03/15/2018	04/12/2018	556.19
							<u>556.19</u>
							Total Dept. Fire Department: 556.19
Dept: 221.100 Fire Station #2							
101-221.100-750.200							
	A T & T///		Telephone Services 3/19-4/18	49802	03/19/2018	04/12/2018	379.79
	AT&T		U-Verse Internet 3/24-4/23	49808	03/23/2018	04/12/2018	49.00
							<u>428.79</u>
							Total Dept. Fire Station #2: 428.79
Dept: 231.000 Building Inspection							
101-231.000-730.200	Technical						
	CALIFORNIA BUILDING		SB-1473 Permit Fees Quarter	49814	03/31/2018	04/12/2018	-2.00
							<u>-2.00</u>
101-231.000-740.100	Repair &						
	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49864	04/01/2018	04/12/2018	57.00
							<u>57.00</u>
							Total Dept. Building Inspection: 55.00
Dept: 241.000 Animal Control							
101-241.000-725.400	Fuel						
	MCNEECE BROS OIL	854098	Fuel/Public Works	49850	02/28/2018	04/12/2018	292.12
							<u>292.12</u>
							Total Dept. Animal Control: 292.12
Dept: 311.000 Engineering							
101-311.000-725.400	Fuel						
	MCNEECE BROS OIL	854098	Fuel/Public Works	49850	02/28/2018	04/12/2018	342.01
							<u>342.01</u>
101-311.000-750.200							
	AT&T LONG DISTANCE///		Telephone Services 2/25-3/24	49809	03/26/2018	04/12/2018	44.56
	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49864	04/01/2018	04/12/2018	28.50
							<u>73.06</u>
							Total Dept. Engineering: 415.07
Dept: 511.000 Parks							
101-511.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	511849/2	Breaker	49837	04/02/2018	04/12/2018	9.98
							<u>9.98</u>
101-511.000-720.600	Plumbing						
	LABRUCHERIE IRRIGATION	155052c	Sprinklers	49844	03/30/2018	04/12/2018	461.53
							<u>461.53</u>

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City of Brawley

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101-511.000-721.200	Other MALLORY SAFETY & SUPPLY	4419788	Respirator Masks	49847	03/26/2018	04/12/2018	16.17
							<u>16.17</u>
101-511.000-725.400	Fuel MCNEECE BROS OIL	223113	Fuel/Parks & Rec Dept	49850	03/29/2018	04/12/2018	32.23
	MCNEECE BROS OIL	223302	Fuel/Parks & Rec Dept	49850	04/02/2018	04/12/2018	77.48
							<u>109.71</u>
101-511.000-750.200	AT&T		U-Verse Internet 3/17-4/16	49808	03/16/2018	04/12/2018	70.00
							<u>70.00</u>
						Total Dept. Parks:	667.39
Dept: 521.000	Recreation & Lions						
101-521.000-470.110	Rents and CARMONA/BLANCA//	682132	Refund Deposit/Lions Center	49815	04/06/2018	04/12/2018	100.00
							<u>100.00</u>
101-521.000-720.100	Office IMPERIAL HARDWARE CO.,	512155/2	Contact Liner	49837	04/04/2018	04/12/2018	23.21
							<u>23.21</u>
101-521.000-720.300	Chemicals BRENNTAG PACIFIC INC.///	BPI820144	Hydrochloric Acid	49813	03/16/2018	04/12/2018	667.50
							<u>667.50</u>
101-521.000-720.600	Plumbing FERGUSON ENTERPRISES, KNORR SYSTEMS, INC.///	5911342	Faucet, Faucet Cover	49828	03/30/2018	04/12/2018	139.48
		SI200341	Pump	49843	03/23/2018	04/12/2018	215.75
							<u>355.23</u>
101-521.000-721.110	Food and PETTY CASH-RECREATION		Petty Cash - Parks & Rec Dept	49858	04/04/2018	04/12/2018	32.31
							<u>32.31</u>
101-521.000-721.200	Other FLORENCE FILTER	0107407-IN	Filters	49829	03/15/2018	04/12/2018	500.06
	FLORENCE FILTER	0107440-IN	Filters	49829	03/16/2018	04/12/2018	140.54
	IMPERIAL HARDWARE CO.,	512239/2	Padlocks, Tape	49837	04/05/2018	04/12/2018	36.80
	IMPERIAL HARDWARE CO.,	511421/2	Bolts, Washers, Nuts	49837	03/28/2018	04/12/2018	6.14
	IMPERIAL HARDWARE CO.,	511598/2	Return V-Belts	49837	03/29/2018	04/12/2018	-14.52
	IMPERIAL HARDWARE CO.,	511599/2	V-Belts	49837	03/29/2018	04/12/2018	15.49
	IMPERIAL HARDWARE CO.,	511620/2	Bolts, Washers, Nuts	49837	03/29/2018	04/12/2018	4.42
	PETTY CASH-RECREATION		Petty Cash - Parks & Rec Dept	49858	04/04/2018	04/12/2018	21.51
							<u>710.44</u>
101-521.000-721.900	Small tools & PETTY CASH-RECREATION		Petty Cash - Parks & Rec Dept	49858	04/04/2018	04/12/2018	23.13
							<u>23.13</u>
101-521.000-740.100	Repair & VIC'S AIR CONDITIONING & VIC'S AIR CONDITIONING & VIC'S AIR CONDITIONING &	63427	A/C Maintenance	49872	03/20/2018	04/12/2018	938.00
		63428	A/C Maintenance	49872	03/26/2018	04/12/2018	351.00
		63485	A/C Repair	49872	03/20/2018	04/12/2018	227.50
							<u>1,514.50</u>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	49804	04/02/2018	04/12/2018	27.00
							<u>27.00</u>
						Total Dept. Recreation & Lions Center:	3,463.32
Dept: 521.100	Recreation Leagues						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-521.100-440.430	Recreation HERNANDEZ/NAHAMAI//	138700	Refund Sofball Registration	49833	04/06/2018	04/12/2018	35.00
							<u>35.00</u>
101-521.100-721.100	Uniforms GRAFFIK INDUSTRIES, INC.///	4901	Softball Jerseys	49831	04/03/2018	04/12/2018	1,497.66
							<u>1,497.66</u>
						Total Dept. Recreation Leagues:	1,532.66
Dept: 522.000 Senior Citizens							
101-522.000-750.200	AT&T		U-Verse Internet 3/24-4/23	49808	03/23/2018	04/12/2018	64.00
							<u>64.00</u>
						Total Dept. Senior Citizens Center:	64.00
Dept: 551.000 Library							
101-551.000-740.400	Rent BRAWLEY MASONIC TEMPLE		Office Space Rent - April 2018	49812	04/12/2018	04/12/2018	500.00
							<u>500.00</u>
						Total Dept. Library:	500.00
						Total Fund General Fund:	38,077.08
Fund: 202 CDBG							
Dept: 000.000							
202-000.000-201.553	Contract FARMERS LAND LEVELING	22916	Hinojosa Park ADA Improvements	49826	03/27/2018	04/12/2018	-7,549.35
							<u>-7,549.35</u>
						Total Dept. 000000:	-7,549.35
Dept: 660.562 13-CDBG-8954							
202-650.552-800.300	FARMERS LAND LEVELING	22916	Hinojosa Park ADA Improvements	49826	03/27/2018	04/12/2018	150,987.05
							<u>150,987.05</u>
						Total Dept. 13-CDBG-8954:	150,987.05
						Total Fund CDBG:	143,437.70
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-720.600	Plumbing IMPERIAL HARDWARE CO.,	511991/2	Adapters, Concrete Mix	49837	04/03/2018	04/12/2018	23.58
							<u>23.58</u>
						Total Dept. Street Maintenance &	23.58
						Total Fund Gas Tax:	23.58
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 313.000 Bicycle &							
213-313.000-730.200	Technical ARC INDUSTRIES///	6791	Transit Station Services/March	49807	04/02/2018	04/12/2018	357.05
							<u>357.05</u>
						Total Dept. Bicycle & Pedestrian Fac.:	357.05
						Total Fund SB 821 - Ped. &	357.05

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 501 Water							
Dept: 000.000							
501-000.000-030.100	Accts rec - DAVIES/DAVID//		Refund Ovrpmt 917 David Street	49820	04/04/2018	04/12/2018	1.46
							<u>1.46</u>
						Total Dept. 000000:	1.46
Dept: 321.000 Water Treatment							
501-321.000-440.710	Water sales						
	ARAUJO/GENE//		Refund Ovrpmt 282 W D Street	49806	04/04/2018	04/12/2018	20.03
	CRS GENERAL		Refund Ovrpmt 865 Santillan St	49819	04/05/2018	04/12/2018	39.97
	DAVIES/DAVID//		Refund Ovrpmt 917 David Street	49820	04/04/2018	04/12/2018	36.40
	EATON/AARON//		Refund Ovrpmt 244 W Jones St	49823	04/05/2018	04/12/2018	45.18
	ESTATE OF MARIA OSUNA//		Refund Ovrpmt 615 N Imperial	49825	04/05/2018	04/12/2018	41.70
	IMPERIAL VALLEY		Refund Ovrpmt 889 S 2nd Street	49839	04/05/2018	04/12/2018	290.46
	IV BLDRS//		Refund Ovrpmt 914 S 2nd Street	49840	04/05/2018	04/12/2018	53.86
	IV BLDRS//		Refund Ovrpmt 949 S 2nd Street	49840	04/04/2018	04/12/2018	36.49
	JANSEN III/GILBERT//		Refund Ovrpmt 467 Russell Road	49841	04/04/2018	04/12/2018	9.21
	PANTOJA/MARTIN//		Refund Ovrpmt 974 Eucalyptus	49857	04/04/2018	04/12/2018	37.21
	PIZANO/ANDREA//		Refund Ovrpmt 1172 Peach St	49859	04/04/2018	04/12/2018	0.06
	REYNOSO/JORGE H//		Refund Ovrpmt 317 W River Dr	49861	04/05/2018	04/12/2018	0.18
	ROTHFLEISCH/JOSEPH		Refund Ovrpmt 507 Willard Ave	49862	04/04/2018	04/12/2018	7.48
	ROTHFLEISCH/JOSEPH		Refund Ovrpmt 367 Willard Ave	49862	04/04/2018	04/12/2018	29.62
	SALCEDO/ANDREA		Refund Ovrpmt 270 N Palm Ave	49863	04/04/2018	04/12/2018	10.51
							<u>658.36</u>
501-321.000-720.300	Chemicals						
	UNIVAR USA, INC.//		Sodium Hypochlorite	49869	03/19/2018	04/12/2018	3,520.03
							<u>3,520.03</u>
501-321.000-720.600	Plumbing						
	HARRINGTON INDUSTRIAL	00414019	Nipple, PVC Cement	49832	03/21/2018	04/12/2018	107.62
	HARRINGTON INDUSTRIAL	00414109	Tee, Elbow, Adapter, Pipe	49832	03/23/2018	04/12/2018	689.19
	HARRINGTON INDUSTRIAL	00414180	Elbow	49832	03/27/2018	04/12/2018	47.05
	IMPERIAL HARDWARE CO.,	511924/2	Couplings, PVC Cement	49837	04/02/2018	04/12/2018	8.82
							<u>852.68</u>
501-321.000-721.100	Uniforms						
	K-C WELDING RENTALS,	94577	Safety Boots/Ralph Walker	49842	03/30/2018	04/12/2018	146.13
							<u>146.13</u>
501-321.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	510715/2	Batteries, Rubber Boots, Epoxy	49837	03/21/2018	04/12/2018	47.46
	IMPERIAL HARDWARE CO.,	511201/2	Pail, Batteries	49837	03/26/2018	04/12/2018	26.04
	IMPERIAL HARDWARE CO.,	511750/2	Wrench, Burlap	49837	03/30/2018	04/12/2018	18.42
	MALLORY SAFETY & SUPPLY	4419795	Gloves, Safety Glasses	49847	03/26/2018	04/12/2018	30.60
	MCNEECE BROS OIL	221196	Oil	49850	02/21/2018	04/12/2018	82.54
							<u>205.06</u>
501-321.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	511750/2	Wrench, Burlap	49837	03/30/2018	04/12/2018	28.11
							<u>28.11</u>
501-321.000-725.400	Fuel						
	MCNEECE BROS OIL	854098	Fuel/Public Works	49850	02/28/2018	04/12/2018	142.89
							<u>142.89</u>
501-321.000-730.200	Technical						
	MALLORY SAFETY & SUPPLY	4419796	Callibration Fee/Gas Monitors	49847	03/26/2018	04/12/2018	85.13
							<u>85.13</u>
501-321.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	49804	03/28/2018	04/12/2018	60.55

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							60.55
501-321.000-750.200	AT&T		U-Verse Internet 4/1-4/30	49808	03/31/2018	04/12/2018	85.13
	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49864	04/01/2018	04/12/2018	28.50
							113.63
501-321.000-750.500	Training						
	TPC TRAINCO///	185338	Electrical Troubleshooting &	49867	04/04/2018	04/12/2018	1,100.00
							1,100.00
Total Dept. Water Treatment:							6,912.57
Dept: 322.000 Water Distribution							
501-322.000-725.400	Fuel						
	MCNEECE BROS OIL	222385	Fuel/Public Works	49850	03/15/2018	04/12/2018	2.66
	MCNEECE BROS OIL	854098	Fuel/Public Works	49850	02/28/2018	04/12/2018	2,150.35
							2,153.01
501-322.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49864	04/01/2018	04/12/2018	28.50
							28.50
Total Dept. Water Distribution:							2,181.51
Total Fund Water:							9,095.54
Fund: 511 Wastewater							
Dept: 331.000 Wastewater							
511-331.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	511283/2	Hand Sanitizer, Gloves	49837	03/27/2018	04/12/2018	27.14
							27.14
511-331.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49864	04/01/2018	04/12/2018	28.50
							28.50
Total Dept. Wastewater Collection:							55.64
Dept: 332.000 Wastewater							
511-332.000-720.300	Chemicals						
	IMPERIAL HARDWARE CO.,	511944/2	Fluorescent Tubes, Sponges	49837	04/02/2018	04/12/2018	33.92
							33.92
511-332.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	511944/2	Fluorescent Tubes, Sponges	49837	04/02/2018	04/12/2018	96.95
							96.95
511-332.000-721.200	Other						
	DC FROST ASSOCIATES,	20439	Screening Bags	49821	03/22/2018	04/12/2018	809.87
	FASTENAL CO.///		Screws, Washers, Powder Drinks	49827	03/15/2018	04/12/2018	134.28
	IMPERIAL HARDWARE CO.,	511584/2	Duster, Cable Ties, Tire Seal	49837	03/29/2018	04/12/2018	75.53
	IMPERIAL HARDWARE CO.,	512266/2	Concrete Mix, Nutsetter	49837	04/05/2018	04/12/2018	47.58
	IMPERIAL HARDWARE CO.,	511944/2	Fluorescent Tubes, Sponges	49837	04/02/2018	04/12/2018	23.96
	IMPERIAL HARDWARE CO.,	511444/2	Paints	49837	03/28/2018	04/12/2018	61.89
	MCNEECE BROS OIL	220708	Oil	49850	02/13/2018	04/12/2018	104.09
	TELEDYNE INSTRUMENTS,		Pump Tubing	49866	02/26/2018	04/12/2018	251.06
	USA BLUEBOOK, INC///	517421	Tubing, PVC	49870	03/14/2018	04/12/2018	187.19
	USA BLUEBOOK, INC///	525212	Suction Valve	49870	03/22/2018	04/12/2018	100.16
							1,795.61
511-332.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	511944/2	Fluorescent Tubes, Sponges	49837	04/02/2018	04/12/2018	12.60
	TELEDYNE INSTRUMENTS,		Refrigeration Assembly	49866	03/24/2018	04/12/2018	1,395.36

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							1,407.96
511-332.000-725.400	Fuel MCNEECE BROS OIL	854098	Fuel/Public Works	49850	02/28/2018	04/12/2018	306.53
							306.53
511-332.000-730.200	Technical ORANGE COMMERCIAL ORANGE COMMERCIAL	9269 9283	Microbiology Analysis Microbiology Analysis	49855 49855	03/19/2018 03/28/2018	04/12/2018 04/12/2018	650.00 365.00
							1,015.00
511-332.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/March	49884	04/01/2018	04/12/2018	28.50
							28.50
Total Dept. Wastewater treatment:							4,684.47
Total Fund Wastewater:							4,740.11
Fund: 531 Airport							
Dept: 000.000							
531-000.000-205.075	Hangar Lock ZADEH/ALIDAD//		Rfd Lock Depositi/ Hangar #43	49873	04/05/2018	04/12/2018	50.00
							50.00
Total Dept. 000000:							50.00
Total Fund Airport:							50.00
Fund: 601 Maintenance							
Dept: 801.000 Vehicle							
601-801.000-720.300	Chemicals O'REILLY AUTO PARTS///		Diesel Fluid #105 Sewer	49854	04/03/2018	04/12/2018	29.07
							29.07
601-801.000-720.400	Automotive O'REILLY AUTO PARTS/// O'REILLY AUTO PARTS/// O'REILLY AUTO PARTS/// O'REILLY AUTO PARTS/// O'REILLY AUTO PARTS///		Filter #18 Streets Filters #222 Streets Capsule #211 Streets Filters, Antifreeze #922 PD Filter/LAMBS Bus	49854 49854 49854 49854 49854	03/29/2018 03/30/2018 03/30/2018 04/02/2018 04/03/2018	04/12/2018 04/12/2018 04/12/2018 04/12/2018 04/12/2018	11.31 16.14 9.69 95.89 4.35
							137.38
601-801.000-720.420	Oils & MCNEECE BROS OIL	221122	Bulk Oil/Shop	49850	02/20/2018	04/12/2018	1,389.33
							1,389.33
601-801.000-720.500	Electrical AUTO ZONE, INC. #2804///		Battery #45 Streets	49811	04/02/2018	04/12/2018	124.90
							124.90
601-801.000-721.200	Other LAWSON PRODUCTS, INC./// NORTHEND AUTOPARTS,		Electrical & Fusion Tapes Hose/Shop	49845 49852	03/21/2018 03/28/2018	04/12/2018 04/12/2018	232.11 80.80
							312.91
601-801.000-725.400	Fuel MCNEECE BROS OIL	854100	Fuel/Shop	49850	02/28/2018	04/12/2018	128.06
							128.06
601-801.000-740.100	Repair & EL CENTRO MOTORS///	6225216	Oil Change #P161 PD	49824	03/30/2018	04/12/2018	60.37
							60.37

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	49804	04/02/2018	04/12/2018	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	49804	04/02/2018	04/12/2018	37.26
							<u>62.58</u>
							Total Dept. Vehicle Maintenance Shop: 2,244.60
							Total Fund Maintenance: 2,244.60
							Grand Total: 198,025.66

Check Register Report

Date 04/16/2018
Time 10:36 AM

City of Brawley

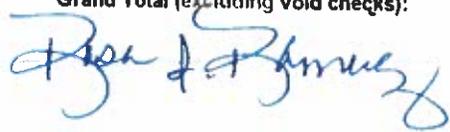
Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
49874	04/13/2018	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	3,201.98
49875	04/13/2018	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,851.09
49876	04/13/2018	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical &	337.96
49877	04/13/2018	Printed	C095	COURT ORDERED DEBT	Deductions	131.99
49878	04/13/2018	Printed	F689	FRANCHISE TAX BOARD	Deductions	2.30
49879	04/13/2018	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation	5,274.09
49880	04/13/2018	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Comp. #05270	165.00
49881	04/13/2018	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	521.00
49882	04/13/2018	Printed	S1456	ESTHER SWITHEBANK	Deductions	508.15
49883	04/13/2018	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
49884	04/13/2018	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
49885	04/13/2018	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	34.00

Total Checks: 12

Checks Total (excluding void checks): 12,405.06

Total Payments: 12

Grand Total (excluding void checks): 12,405.06



CITY OF BRAWLEY
February 20, 2018

The City Council of the City of Brawley, California met in regular session at 6:00 PM, City Council Chambers, 383 Main, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Nava @6:00 PM**

PRESENT: Couchman, Hamby, Kastner-Jauregui, Nava, Wharton
ABSENT: None

Invocation was offered by **Pastor Tom Charlton, Full Gospel Church**

Pledge of Allegiance was led by **Rosa Ramirez, Finance Director**

1. APPROVAL OF AGENDA

The agenda was **approved** as amended. m/s/c Kastner-Jauregui/Hamby 5-0

Item No. 4-b Discussion and Potential Action to Adopt Resolution No. 2018- : Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2017/2018 City of Brawley for the Downtown Conceptual Drawings in an Amount not to exceed \$9,910. **This item was tabled to a future meeting date.**

2. PUBLIC APPEARANCES/COMMENTS

a. **Gil Rebollar, Brawley resident**, invited the City Council to appear on his podcast Small Town News.

3. SCHEDULED PRESENTATION

a. The Village at Brawley Union High School (BUHS), Accompanied by BUHS Faculty Member Beth Carson - **April Armstrong**, BUHS Student and President of The Village, described their purpose, goals and efforts.

Mayor Nava asked if anyone can access the services or only students and their families.

April Armstrong confirmed that anyone can access services provided. She added that anyone can donate by contacting Ms. Carson directly or donations can be dropped off at the main office.

4. CONSENT AGENDA Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

The consent agenda was **approved** as submitted. m/s/c Kastner-Jauregui/Couchman 5-0

AYES: Couchman, Hamby, Kastner-Jauregui, Nava, Wharton
NAYES: None
ABSENT: None
ABSTAIN: None

- a. **Approved** Accounts Payable: February 2, 2018
- b. **Approved** City Council Minutes: January 3, 2018

- c. **Rejected Claim as Recommended by Carl Warren & Company Claims Management Adjusters for Rikki Garcia.**
- d. **Approved Resolution No. 2018-08: Resolution of the City Council of the City of Brawley, California Approving a Development Agreement for the Construction of a Taco Bell at 120 West Main Street.**

5. REGULAR BUSINESS

- a. Discussion and Potential Action to Approve Determination of Public Convenience and Necessity for Sale of Beer at Leon's Place located at 1115 E Main Street.

CM Bayon Moore informed City Council of previous issues with adjacent tavern location as it relates to the nonconforming residence on site. She also added that a stipulation will be added to the license to require the back door to be closed during business hours.

Jerry Santillan, property owner within the noticed area, spoke in favor of a Determination of Public Necessity and hopes the City can support this new business.

Josephine Guillen, prior owner of the tavern at 1115 E. Main Street, said that there were a lot of restrictions on their ABC license and there was harassment from the neighboring tavern. She stated she is open for questions.

Maria Jones, owner of Toni's Place, mentioned that she hopes the City Council finds a public necessity to reopen Toni's Place.

Gabriela Rivera, Owner of Panaderia Royal, added that they have never had a problem with Toni's Place. They share a wall and noise has never been an issue. They have never had any issues with tavern patrons.

Victor Rivera, Owner of Panaderia Royal, stated that he did have issues with the previous tenants of the location. However, when the tavern was in Mr. Leon's hands, there were no issues.

Ray Guzman, Resident and Owner at 1175 Main Street, Naty's Place, stated he did not think that it would be beneficial to have (2) two bars next door to each other. He has had issues with this tavern before.

The City Council **approved** the Determination of Public Convenience and Necessity for Sale of Beer at Leon's Place located at 1115 E Main Street with the caveat that the back door remain closed during hours of operation.
m/s/c GN/SC 4-1, Hamby abstain

- b. Discussion and Potential Action to Approve City of Brawley Comment Letter re: Proposed Remedial Action Plan for the Former PureGro Facility located at 1026 River Drive.

CM Bayon Moore stated that on February 8, 2018 a Community Meeting was scheduled to be held at the Del Rio Branch Library but was moved to the Imperial County Office of Education property next door to discuss a draft Remediation Plan for the PureGro Facility site located at 1025 River Drive. At that time, the City had prepared preliminary comments that were read into the record by Mayor Nava and the City committed to a second round of comments based on the manner in which the meeting was conducted and based on the type of comments that were entered into the record by Brawley's Community Members. She stated that the City has been notified of an extension to March 9th for public comments. Included in the draft letter is a proposal for submittal on behalf of the City of Brawley. City comments are rooted in the context of honoring the Community's concerns and questions about the future of the site. The City formally requests the performance of a peer review that takes a look at the proposed remediation plan and looks at ways to incorporate community concerns and interests in the ultimate approach.

Eric Reyes, Brawley resident, thanked the City for its involvement in the remediation process. He stated that he is looking into different avenues to achieve adequate remediation.

Tomas Perez, Brawley resident, thanked the City for their involvement in the remediation process.

CM Bayon Moore clarified that the letter is requesting that Chevron provide the financial resources so that a peer review can be conducted. It is a practice to ask the applicant to support a community based peer review. The City is hopeful that the City can join with Chevron in achieving that with this particular site. An independent third party can give the City the opportunity to weigh in on the proposed strategy and ways to develop more meaningful mitigation for the community.

The City Council **approved** the draft comment letter. m/s/c Kastner-Jauregui/Wharton 5-0

- c. Mid-Year 2017/2018 Budget Review Presentation by Rosa Ramirez, Finance Director
 - Power Point Presentation materials are on file and available upon request at the Office of the City Clerk.

FD Ramirez, gave an overview of the current 2017-2018 Budget. Discussion was held in regards to the approved budget and the actual budget being at 35%. It was explained that these are normal figures at this point in the year.

Council Member Wharton asked if the City is on track with expenditures as projected. **FD Ramirez** stated yes.

6. DEPARTMENTAL REPORT

- a. Update on Scheduled Proposition 218 Utility Rate Increases as of March 2018 – Presented by Rosa Ramirez, Finance Director.

FD Ramirez reported that scheduled increases for water and sewer utilities will be implemented effective March 1, 2018.

7. INFORMATIONAL REPORTS

- a. Investment Activity Report – December 31, 2017, prepared by Ruby D. Walla, City Treasurer
- b. Record of Building Permits for January 2018 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official.

8. CITY COUNCIL MEMBER REPORTS

Hamby: Attended Flip the Switch Event at Brawley Union High School, David Hoskins Memorial Arena Dedication. Heard some concerns regarding homeless residents and Taco Bell. Stated it would be helpful to take a look at formula restaurants chains to see the impact that a national chain has on a small local economy as far as how much of the dollars that are spent at that restaurant or at that chain circulates into the local economy compared to a dollar that's spent at a local a locally owned and operated business restaurant. In context of business friendliness, not all business is helpful to a small economy like Brawley's. It would be helpful in the future to look at whether the City should either limit the large chains coming in that might create an issue for some of the smaller businesses in town. Re: the County Solar Mitigation Grant Fund, requested that the City Manager follow up with the County about the finding opportunity.

- Kastner-Jauregui:** Attended the Flip the Switch Event, made a presentation at the Brawley Senior Citizens Center, met with Downtown Merchants and Katie Luna of the Chamber. The City Council should expect a report from the Ad-Hoc Committee for Norms & Procedures very soon.
- Couchman:** Attended the Flip the Switch Event, David Hoskins Memorial Dedication, Board Meeting at the Stockman's Club, National Rifle Association and Phil Swing School's Jump for the Heart Event.
- Wharton:** Attended the League of Cities Dinner in El Centro, Mardi Gras Gala, Flip the Switch Event, State of the City Breakfast, State of the City for El Centro, Chamber Mixer and an Aircraft Event at the Brawley Municipal Airport.
- Nava:** Thanked City Staff for all their support at the State of the City Breakfast, Flip the Switch Event and the PureGro Meeting.

9. CITY MANAGER'S REPORT

- a. The City of Brawley has been informed by the California Department of Tax & Fee Administration that they will be in the City to determine whether all permits and licenses are in place.

10. CITY ATTORNEY'S REPORT None to report.

11. CITY CLERK'S REPORT None to report.

12. CLOSED SESSION

POTENTIAL LITIGATION (C.G.C. Section §54956.9)

- a. Conference with Legal Counsel - Two (2) Cases

EXISTING LITIGATION (C.G.C. Section §54956.9)

- a. Conference with Legal Counsel - One (1) Case Name of Case: Garcia v. City of Brawley

ADJOURNMENT Next Special Meeting, **Monday, February 26, 2018 @ 6:00 PM**, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

ADJOURNMENT @ 7:28pm

Alma Benavides, City Clerk

CITY OF BRAWLEY
February 26, 2018

The City Council of the City of Brawley, California met in a special session at 5:00 PM, City Council Chambers, 383 Main, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Nava @ 5:01 PM**

PRESENT: Couchman, Hamby, Kastner-Jauregui, Nava, Wharton
ABSENT: None

Invocation was offered by **Mayor Nava**

Pledge of Allegiance was led by **CM Couchman**

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Kastner-Jauregui/Couchman 5-0

2. PUBLIC APPEARANCES/COMMENTS

- a. **Tim Kelley, Brawley Community Foundation**, invited the City Council on Thursday, March 1, 2018 at 4:30pm to the Brawley Theater where a press conference will take place and a kickoff Mixer at the Elks Lodge to follow to kick off fundraising for future renovations.

3. CONSENT AGENDA Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

None to report.

4. REGULAR BUSINESS None to report.

5. STRATEGIC PLANNING FOR FISCAL YEAR 2018/2019

- a. Overall Discussion and Staff Direction re: Fiscal Year 2018/2019 Budget Approach

Power Point Presentation* - Rosanna Bayon Moore, City Manager

Mayor Pro Tem Wharton facilitated the Strategic Planning and **CM Bayon Moore** presented content in a PowerPoint format, 2017/2018 Goals, Simmering Policy Topics, Financial Stability, Business Attraction & Retention, Reliable Water, Sewer, Stormwater Infrastructure, Clean & Attractive City, A Given –PD, Decent Streets, Ordinance Updates, 2018/2019 Ahead, 2018/2019 Food for Thought.

Relinquishment Funds –

- 8th Street needs to be addressed to service the community
- \$9 million is based on \$2.5M for 8th Street and \$6.5M Main Street
- Delays increase costs
- Timing is important - when will improvements be delivered
- Regional funding options

Downtown -

- Public improvements
- Theatre
- Dig once policy
- Main Street water line replacement project
- Specific Plan Area vision
- Chamber request for support
- Parking
- Lighting
- Transit
- Kiosk
- Crosswalk
- No fee zone
- West Main Street
- Façade improvements
- Pigeon abatement
- Different trend in business types
- Need to leverage stakeholder relationships
- Many funding options
- Owner summit with potential investors
- Façade improvements
- Muni code

Priority Projects -

- Not every business owner is the same
- Chamber Business Orientation Workshop

Business Friendly Theme -

- Messaging and tone of communication
- When there are group concerns, join together to communicate – IVEDC
- Airport

Financial Stability -

- Technology process improvements
- Reserves - use for one time expenses (Parks & Recreation)
- Tent Sales
- Electronic scheduling
- Long term efficiency
- Revenue generation
- Parks & Recreation User Fees
- Staffing
- Vacancies
- Risk for Future Reward
- Optimism

Business Attraction Retention -

- Chamber's Buy Brawley Campaign
- Use publications that feature City potential
- Send TOT to Chamber

City Strengths -

- Largest Employer - Pioneers Memorial Hospital
- Airport
- Parks & Recreation, Senior Center, Alyce Gereaux Park, Police and Fire Departments
- Social media promotion to publicize "wins"
- Wastewater/Water/Storm water financing
- Clean and attractive community
- Alley Cleanup – Republic Services
- Code Enforcement – Contract Service
- Convening of investors/owners

Social Media -

- Have it managed professionally
- Standard image/message
- Way to highlight
- BUHS connectivity
- Nixle awareness raising push
- Topics of communication

City Council Member comments are summarized below:

Wharton: This workshop is open dialogue, discussion and open to the point where it will be guided. It is for open discussion amongst City Council Members, the public and City departments to give input for the 2018 Strategic Plan and have some focused goals.

Nava: Proposed crosswalk between Texaco Station and Inferno, a permanent Graffiti Abatement Officer, focused alley clean up citywide with help from Republic Services, contracted Code Enforcement Officer, technology improvements. Cautioned re: the danger in year to year budget discussions because it is very short-term planning and cities don't operate on a short-term basis. Requested sensitivity as it relates to topic of staffing reductions.

Hamby: Commented on the benefits of technology improvements to help with scheduling, sign ups and updates. Proposed address of 8th Street improvements, using relinquishment funds and undertaking the work within 30 days.

Kastner-Jauregui: Proposed prioritizing the Main Street water line replacement project. Expressed optimism re: additional revenues and is not opposed using reserves as long as the general fund reserve preservation policy is met. Stated that open to looking at reorganization and not backfilling vacant positions.

RBM: Commented that revenue projections are shaped by input from the City's sales tax auditor. It's an informed process not a pure guess.

Couchman: Stated the City needs to make a decision re: the relinquishment money and how it will be spent. The more the City waits, the less value there is in the relinquishment money. Commented that maybe 8th Street should be addressed in advance of Main Street improvements. The water line replacement project needs to be accomplished. Feedback he has received is that relinquishment money should only be used for roadway improvements.

The City needs to cut the budget and expand in the right places. Biggest issues are the usage of reserves. Should the City increase its sales tax rate? How can the City increase revenues? The Utility Users Tax did pass and that's a big help but that's a 5 year cycle. If the City dips into the reserves, can that be done at the same time as weaning the City off of the UUT? The City is in a state of change within the departments. Staff need to give the City Council options for prioritization. The City Manager will give Council a budget and show the reserves and where the City is in terms of the revenues. Then the Council has to make a decision to pull from the reserves or use the reserves for

a project. Council has to make hard decisions. If the City doesn't fill vacant positions, you save that money. At the same time, there is pressure from the citizens of Brawley for Public Safety, especially at the school level.

RBM: With financial stability as the City Council's first priority, it is key for operational revenues to match operational expenditures. It is important that if this is still the consensus of the City Council, the proposed budget reflects that goal. Last year, there was a \$400,000 shortfall operationally, with 80% of the budget being people. Betting on vacancies to bridge a gap doesn't always produce the results that the City Council wants to see in terms of service levels. The City tries to balance the benefits of retaining existing employees against the fact that certain occupations have turnover.

To be clear, the City's most distressed funds are the general fund and water enterprise fund. The shortfall that I am referencing is the general fund. 80% of the general fund is compensation and roughly 50% is public safety. Public safety was previously described as "a given." Is Council directing to revisit this assumption? Being a given suggests that it is not expensive to accomplish or isn't a resource intensive investment. It is a resource intensive investment. Is it the number one priority?

CM Wharton: The strategic workshop is really important to the budgeting process. Looking at the status quo and maybe two other options is desired. Staff should bring some ideas back to the City Council so the City Council can formulate its priorities and where to go from there.

The City Council confirmed that staff is on track with next steps and provided direction to proceed with budget preparation with their feedback in mind.

* Content is available upon request at the Office of the City Clerk or City of Brawley website

6. DEPARTMENTAL REPORTS None to report.

7. CITY COUNCIL MEMBER REPORTS None to report.

8. CITY MANAGER'S REPORT

a. Meeting with Caltrans on Friday regarding right-of-way.

9. CITY ATTORNEY'S REPORT None to report.

10. CITY CLERK'S REPORT None to report.

11. CLOSED SESSION None to report.

ADJOURNMENT @ 7:50PM

Alma Benavides, City Clerk



CARL WARREN & COMPANY
Claims Management and Solutions

April 16, 2018

TO: City of Brawley

ATTENTION: Alma Benavides

RE: Claim : Lopez vs. Brawley
Claimant : Patricio M. Lopez
Member : City of Brawley
Date Rec'd by Mbr : 3/12/18
Date of Event : 12/21/16
CW File Number : 1964842 TV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 04/23/18

City Manager: JBM

PREPARED BY: Marjo Mello, Interim Parks & Recreation Director

PRESENTED BY: Marjo Mello, Interim Parks & Recreation Director

SUBJECT: Budget adjustment request for FY 17-18

CITY MANAGER RECOMMENDATIONS: Approve as submitted for purchase of stated items.

DISCUSSION: The Parks and Recreation budget is exhausted and unexpected purchases and repairs need to be made. Staff is requesting use of the City's reserve funds to cover these expenses. The expenses are:

- 1) The 5-ton air conditioner at Volunteer Park snack bar building used by Little League needs a compressor and other repairs. The repair estimate is \$1,713.73. The unit is very old and replacing it would cost close to \$5,000. Purchasing a portable air conditioner for \$900 or less is a quick, less costly solution.
- 2) The 5-ton air conditioner for the Lions Center office has been nursed for the last three years. It is turned on for two hours at a time at the maximum as it freezes up and does not operate after that time. A replacement is estimated at \$4,990.00. Staff is in the building Monday through Friday from 8am to 5pm and the public comes into the lobby area.

Project budget constraints eliminated splash pad fencing from the splash pad design at Alyce Gereaux. The effect is that users take shortcuts to enter the splash pad and do not rinse prior to entry. In its first summer of use, it was discovered that grass, sand, oil from sunscreen and other particulates would clog up the sensors of the water filtration system very quickly. Grass and sand were the biggest culprits. The water would flow for about 15 minutes, then shut down for at least 30 minutes. During that 30 minutes, the particulates would settle in the holding tanks, then the sensors near the top of the tank would be clear enough that the system would restart. It was found that if people were directed to the rinse-off station ahead of entering the splash pad area, they would rinse and the filtration system would operate more effectively. Last summer, bike-rack style fencing was rented for \$7,200. An estimate for purchasing the same amount of the same fencing is \$12,000. This fencing is portable and can be used for other city purposes during events.

- 3) The Lions Pool heater has two heating elements. One is currently completely not working and the other is being over-tasked with heating the water. The estimate for repair is \$3,000 to \$4,990. A firm estimate will not be available until April 27 when Knorr systems can troubleshoot the problem. The estimate is from previous experience with the heaters.
- 4) Last summer at the splash pad at Alyce Gereaux Park, \$12,000 was spent on chemicals to keep the recycled water clean. They use chlorine, acid, and CO₂ in the process. This has left this line item overdrawn as the pool also uses chemicals. Replacing these funds will allow chemicals to be purchased for the end of FY 17-18.

ATTACHMENTS: Budget Adjustment Resolution

FISCAL IMPACTS: Use \$34,880 from City reserves for parks and recreation expenses

RESOLUTION NO. 2018-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR
2017/2018 CITY OF BRAWLEY BUDGET.**

Amendment No. 2018-07: Department: Parks & Recreation

WHEREAS, Minute Order dated June 21, 2017 adopted the Fiscal Year 2017-2018 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2017-2018 General Fund Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2017-2018 City of Brawley Budget is hereby amended as follows:

REVENUE

<u>BUDGET NUMBERS</u>	<u>ACCOUNT NAME</u>	<u>INCREASE</u>	<u>DECREASE</u>
		TOTAL	

EXPENDITURES

<u>BUDGET NUMBERS</u>	<u>ACCOUNT NAME</u>	<u>INCREASE</u>	<u>DECREASE</u>
101-551.000-721.900	Parks/Small tools & equip ¹	\$900.00	
101-521.000-800.300	Rec/Imprvmts other than bldgs. ²	\$4,990.00	
101-521.000-721.990	Rec/Equipment ³	\$12,000.00	
101-521.000-740.100	Rec/Repair & Maintenance ⁴	\$4,990.00	
101-521.000-720.300	Rec/Chemicals ⁵	\$12,000.00	
		TOTAL \$34,880.00	

REASON: The unanticipated expenses to be paid from the General Fund Reserve are: 1) \$900 for purchase of portable air conditioner for snack bar at volunteer Park/Little League; 2) \$4,990 for air conditioner replacement at Lions Center office; 3) \$12,000 for purchase of bike-rack style portable fencing for Alyce Gereaux Park Splash Pad 4) \$4,990 for repair of Lions Pool heater 5) \$12,000 for chemicals used at Alyce Gereaux Park Splash Pad.

PASSED, APPROVED AND ADOPTED at a special meeting of the Brawley City Council held April 23, 2018.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

**STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)**

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2018- was passed and adopted by the City Council of the City of Brawley, California, at a special meeting held on the 23rd day of April 2018 and that it was so adopted by the following roll call vote:

**AYES:
NAYES:
ABSTAIN:
ABSENT:**

DATED: April 23, 2018

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 04/23/2018

City Manager: *JPW*

PREPARED BY: Guillermo Sillas, P.E., Public Works Director

PRESENTED BY: Guillermo Sillas, P.E., Public Works Director

SUBJECT: Hydraulic System Modeling for Pilot/Flying J Travel Center

CITY MANAGER RECOMMENDATION: Approve the proposed Professional Services Agreement with Psomas for a not to exceed value of \$33,900.

DISCUSSION:

During the preparation of improvements plans for the Pilot/Flying J Travel Center development, the civil designer obtained information from utility agencies which will require additional field investigation. The effort includes collecting information about the exact location, separation, elevations, and dimensions of various utilities - the IID Canal, Gas Company pipelines, AT&T conduits, City of Brawley water and sewer lines, Traffic Signal electrical conduits, and loop detectors. Excavation by hand is required, in addition to the physical presence of utility representatives.

Due to the complexity of the connection to the City's system at the proposed points for water supply, an alternative has been identified to connect to the 12-inch pipeline that supplies water to SDSU. It is necessary to perform a hydraulic analysis of the existing water system that assumes the addition of the Rancho Porter Subdivision to determine the proper size of the new water line for Pilot/Flying J Travel Center and future developments. In 2012, Psomas prepared Water and Sewer Master Plans for the City and prepared an model of the associated networks.

Because Pilot / Flying J is interested in identifying potential alternatives to the crowded intersection at which water connection is planned at East Main Street and Best Road and Psomas has immediate access to the model, the option to request their evaluation of the networks was recommended by the City. Psomas has proposed to prepare an update to the water model, to analyze the sewer forcemain tie and to assist on an expedited basis with identifying potential solutions for an amount not to exceed \$33,900. Pilot/Flying J Travel Center has agreed to cover the expense of the proposed scope of work and provide a deposit in advance to the City.

FISCAL IMPACT: Up to a maximum of \$33,900 for which 100% developer reimbursed cost recovery will be achieved.

ATTACHMENT: Agreement

CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
HYDRAULIC MODELING OF WATER AND SEWER SYSTEMS OF THE CITY OF BRAWLEY
TO INCLUDE RANCHO PORTER SUBDIVISION

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Psomas ("Consultant").
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 30 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Professional Engineering Services for Hydraulic Modeling of Water and Sewer Systems of the City of Brawley to include Rancho Porter Subdivision
- 4.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services, dated April 19, 2018, attached herewith as Exhibit A and by this reference made a part hereof.
- 5.0 **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is Thirty Three Thousand Nine Hundred (\$33,900.00) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.

6.0 Payment

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include, project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to date, invoice number and invoice date. All invoices shall be sent to City. Attention: Guillermo Sillas. See Section 22.2, "Notice and Communications".

- 6.1 Compensation. Monthly progress payments shall be billed and based on work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. See Exhibit B for a sample of a typical invoice.
- 6.2 Billing Dispute. In the event City disputes the amount of an invoice, it shall notify Consultant within 20 days of receipt of the invoice and otherwise timely pay any undisputed portion of the invoice.

7.0 Records and Audits

- 7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.
- 7.2 Audit. City may perform an audit of the time based and reimbursable expense costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 Control of Work.

Consultant shall report on all Work performed for City through City's Contract Manager and any designated representatives. Consultant shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

9.0 Ownership of Documents

- 9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the City to the Consultant herein become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports. Any reuse or modification of such Documents for purposes other than those intended herein shall be provided at the City's sole risk and without liability to the Consultant.
- 9.2 Confidentiality. In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain:
- b. Information disclosed to Consultant by a third party who is not under a confidentiality obligation:

- c. Information developed by or in the custody of Consultant before entering into this Agreement;
- d. Information developed by Consultant through its work with other clients; and
- e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

10.0 Duties of Consultant

- 10.1 **Degree of Care.** In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations at the same time and in the same locality.
- 10.2 **Licenses.** Consultant represents to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.
- 10.3 **Correction of Improper Services.** Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

11.0 Suspension

City may, upon 10 calendar day written notice, direct Consultant to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Consultant, this Contract may be supplemented to compensate Consultant for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Consultant shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Consultant shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Consultant after such suspension on 10 calendar day written notice from City.

12.0 Termination

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 day written notice to Consultant. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

- 12.1 **Termination for Cause.** If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.

- 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.

- 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without

limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

- 12.2 **Termination For Convenience** - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.
- 12.3 **Duties of Consultant Upon Termination** - Upon any termination of this Contract Consultant shall:
- 12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.
 - 12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.
 - 12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.
 - 12.3.4 Take such other actions as City may reasonably direct.

13.0 **Insurance**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:

- 13.1 **Commercial General Liability Insurance**. Commercial General Liability coverage at least as broad as Insurance Services Office form CG 00 01. No claims made or modified occurrence forms will be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall include bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy shall be endorsed to provide that City of Brawley and its officers, officials, employees, and agents are additional insureds. This provision shall also apply to any excess policies.
- 13.2 **Business Auto Liability Insurance**. Business auto coverage at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Limits shall be no less than \$1,000,000 combined single limit per accident.
- 13.3 **Workers' Compensation**. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law and Employer's Liability Insurance no less than \$1,000,000 per accident. Consultant shall submit to City, along with the certificate of insurance, a Waiver Subrogation endorsement in favor of City of Brawley, its officers, agents, and employees. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.

- 13.4 **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance covering the services to be performed in connection with this Agreement shall be maintained with policy limits of not less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

14.0 Indemnification

For Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

For other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceeding, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including by not limited to officers, employees or subcontractors of Consultant.

15.0 Relationship of Parties

Consultant shall, for all purposes, be an independent contractor as to City and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant and City.

16.0 Assignment and Subcontracting

16.1 **Non-Assignment.** A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.2 **Successors and Assigns.** This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

17.0 Laws and Regulations

Consultant will comply in the performance of the Contract with all laws and regulations applicable to Consultant in its performance of the Contract.

18.0 Force Majeure

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may

have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

19.0 Attorneys' Fees

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

20.0 Governing Law and Venue

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

21.0 Integration

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those set forth in this Contract.

22.0 Authorized Representatives and Notices

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

TO: City of Brawley
Guillermo Sillas, P.E., Public Works Director/
City Engineer
180 South Western Avenue
Brawley, CA 92227
Phone: (760) 344-5800 Ext. 19
Fax: (760) 344-5612
E-mail: gsillas@brawley-ca.gov

TO: Psomas
Joe Boyle, Vice President
401 B Street, Suite 1600
San Diego, CA 92101
Phone: (619) 961-2800
Fax: (619) 961-2392
E-mail: JoeBoyle@psomas.com

22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

23.0 **Waiver**

The failure of City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Consultant from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

24.0 **Survival of Obligations and Liabilities**

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Consultant of its obligations for work completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Consultant of its liabilities at law or under this Contract.

25.0 **Severability**

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or un-enforceability adversely affects the material consideration for its performance under this Contract such party may, by giving written notice to the other party, terminate this Contract.

26.0 **Execution and Effective Date.** This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the _____ day of _____, _____.

Dated: _____, 2018.

CITY OF BRAWLEY, CALIFORNIA

ATTEST:

By: _____
Rosanna B. Moore, City Manager

By: _____
Alma Benavides, City Clerk

Dated: _____, 2018.

**CONSULTANT
Psomas**

By: _____
Joe Boyle, Vice President

**CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
HYDRAULIC MODELING OF WATER AND SEWER SYSTEMS OF THE CITY OF BRAWLEY
TO INCLUDE RANCHO PORTER SUBDIVISION**

1.0 General Scope of Work

The General Scope of Work is for Consultant to provide Professional Engineering Services for Hydraulic Modeling of Water and Sewer Systems of the City of Brawley to include Rancho Porter Subdivision.

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal for Professional Engineering Services for Hydraulic Modeling of Water and Sewer Systems of the City of Brawley to include Rancho Porter Subdivision dated April 19, 2018.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Professional Engineering Services for Hydraulic Modeling of Water and Sewer Systems of the City of Brawley to include Rancho Porter Subdivision.

Services from: (Date) to (Date)

Total Contract Amount
Previously Billed
Current Billing
Billed to Date
Amount Remaining
Total This Invoice

*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.

April 19, 2018

Mr. Guillermo Sillas
City of Brawley
180 S. Western Ave.
Brawley, CA 92227

Re: Proposal: Pilot Travel Center J at Brawley

Dear Guillermo:

It is our understanding that Pilot Travel Centers (Pilot) is planning to build a truck fueling facility at the southwest corner of Hwy 111. The Pilot project is located within the boundaries of the proposed Rancho Porter Subdivision which is also in the planning and engineering phases. To support the Pilot project, Psomas will review the information received and model the City of Brawley's hydraulic system at that location to verify feasibility of the project.

The scope and fee on the following pages represents our interpretation of the work needed to complete the project.

After your review, please contact me with any questions you may have.

Sincerely,

P S O M A S



Eric Magee, PE C64566
Senior Project Manager

Enclosure: Exhibit A

401 B Street, Suite 1600
San Diego, CA 92101

Tel 619.961.2800
Fax 619.961.2392
www.Psomas.com

Mr. Guillermo Sillas
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April 19, 2018
Pilot Travel Center J at Brawley

EXHIBIT A
Scope of Services

Per our discussion, the project shall consist of the following work elements:

- Data collection and review
- Develop proposed buildout water demand projections for Pilot and Rancho Porter
- Develop two on-site water system alternatives to serve Pilot into existing model
- Model two alternative pipeline alignments for peak hour and max day plus fire flow
- Determine recommended sizing for each alternative
- Prepare model output
- Analyze forcemain tie in
- Produce a technical memorandum – draft and final

Mr. Guillermo Sillas
Page 3 of 3
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Pilot Travel Center J at Brawley

Consultant agrees to perform the following Scope of Services:

TASK 1. PROJECT MANAGEMENT

Project Management, Coordination and QA/QC: We estimate a 4-week period which includes State/Local review times. This task also includes development of a work plan, budgeting, staffing, invoicing, and the necessary communication and coordination between Psomas and City staff. QA/QC program management to be incorporated into project.

Meetings: Psomas estimates a total of one (1) meeting and four (4) conference calls with the City and Pilot. Email agendas will be prepared prior to each meeting and minutes written in email will be prepared.

TASK 2. WATER SYSTEM ANALYSIS

Records Research: Psomas has obtained and will review pertinent data including previous modeling for Water Master Plan, current land use plan for Pilot and Rancho Porter, and available relevant information provided by City, Pilot or Pilot's engineer.

Develop Buildout Water Demand Projections: The proposed Pilot and Rancho Porter water demands are based on TTM and densities or more detailed dwelling unit statistical information to be provided by City. Substitute these demands for project demands currently in the model by node location.

Water System Alternatives: Incorporate two on-site water system alternatives to serve the Pilot Travel Center into the existing model.

Model Pipeline Alignments: Psomas will model two alternative pipeline alignments for peak hour and maximum day plus fire flow for existing condition serving just Pilot (Phase 1) and then run buildout model of the entire Rancho Porter and other developments included in the buildout condition in the master plan to confirm or determine if larger diameter is required for the two alternative pipelines alignments (8 scenarios total, 4 existing and 4 buildout).

Determine Recommended Sizing: Psomas will determine recommended sizing for each alternative as well as any other pipeline improvements that may be necessary to serve Pilot. Note that any recommended improvements will be sized based on buildout conditions.

Prepare Output and Discuss Results: Psomas will prepare the model output with exhibits and node diagrams. The preliminary results will be discussed with the City.

Mr. Guillermo Sillas
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Pilot Travel Center J at Brawley

Forcemain Impacts: Psomas to analyze forcemain tie in to existing forcemain at SDSU. Results to be included in tech memo. Assumes no downstream capacity analysis of sewer system.

Technical Memo: Psomas will document the analysis into a Technical Memorandum. We will submit a draft Tech Memo to the City and finalize based on comments received.

Water Model: Psomas can submit updated model to City upon completion of project.

TASK 999 – REIMBURSABLES

General: This will cover expenses associated with mileage, reproduction, postage, etc.

Assumptions and Exclusions

The following items are excluded from the scope of work:

- Geotechnical investigation
- Construction plans
- Field Survey
- Bid/Construction Period Services
- Environmental Investigations and Processing
- Property acquisition services
- Plats and legals
- Title reports
- Construction staking
- Stormwater pollution prevention plans
- Traffic control plans

Mr. Guillermo Sillas
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Pilot Travel Center J at Brawley

**EXHIBIT B
Compensation**

City agrees to compensate Consultant for such services.

1.	<u>PROJECT MANAGEMENT</u> Project Management, Coordination & QA/QC	<u>\$4,500</u>
		Project Management Total: \$4,500
2.	<u>WATER SYSTEM ANALYSIS</u> Analysis and Tech Memo	<u>28,900</u>
		Construction Documents Total: \$28,900
3.	<u>REIMBURSABLES</u> Printing, mileage, etc.	<u>\$500</u>
		Reimbursables Total: \$500
		TOTAL PROJECT FEE: \$33,900