



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
Tuesday, January 15, 2019 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

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

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

CALL TO ORDER

ROLL CALL

INVOCATION Pastor Mike Shelton, Western Avenue Baptist Church

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.**

a. 5 Year Recognition of Reserve Police Officer Matthew Leavitt

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 Accounts Payable: December 14, 2018 **Pgs 5-13**
 December 20, 2018 **Pgs 14-27**
 January 10, 2019 **Pgs 28-42**

4. PUBLIC HEARING

a. Please take notice that the Public Hearing on the Community Development Block Grant Notice of Funding Availability (CDBG NOFA) noticed for January 15, 2019 is cancelled and will be re-noticed and held at a future meeting of the Brawley City Council.

5. REGULAR BUSINESS

a. Discussion and Potential Action to Approve City Council Budget Resolution No. 2019- in the Total Amount of \$105,901.09 and Award Contract for Project No. 2018-05 Streets Rehabilitation Phase 11 Roadway Project to Aggregate Products, Inc. (including North 8th Street /Old HWY 111) in an Amount Not to Exceed \$3,089,746.51 with a 10% Contingency Set Aside. **Pgs 43-47**

b. Discussion and Potential Action to Authorize a Professional Engineering Services Agreement with LC Engineering Consultants, Inc. to Provide Construction Management Services for the North 8th Street /Old HWY 111 Rehabilitation Project in an Amount Not to Exceed \$28,185. **Pgs 48-62**

c. Discussion and Potential Action to Authorize Professional Engineering Services Agreement with Sierra to Provide Material Testing and Inspection, Inc. for Project No. 2018-05 in an Amount Not to Exceed \$51,800. **Pgs 63-77**

- d. Discussion and Potential to Adopt Resolution No. 2019- : Resolution of the City of Brawley, California Approving the Service Area Plan (SAP) / Municipal Service Review (MSR) for the City of Brawley (BR1-17). **Pgs 78-188**
- e. Discussion and Potential Action to Approve Serenita Apartments (formerly referred to as Adams Parks Apartment Project) – Impact Fee Deferral Agreement and Final Map Approval (TM16-03). **Pgs 189-252**
- f. Discussion and Potential Action to Approve AMG & Associates Ocotillo Springs Apartments Density Bonus Agreement and Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing Application for the Affordable Housing and Sustainable Communities Program. **Pgs 253-260**
- g. Discussion and Potential Action to Adopt 1st Reading of Ordinance No. 2019- : Ordinance of the City Council of the City of Brawley, California Amending City of Brawley Ordinance Number 86-04 re: Burglar Alarms. **Pgs 261-272**
- h. Discussion and Potential Action to Approve Brawley Chamber of Commerce's Request for the Sale and Consumption of Alcohol at the State of the City Address at Brawley Municipal Airport on Friday, February 8, 2019 from 5:30 to 7:30PM. **Pgs 273-275**
- i. Discussion and Staff Direction re: Professional Consulting Assistance for the 2019 State of City Address as Requested by Mayor Donnie Wharton. **Pgs 276-280**
- j. Discussion and Potential Action re: Mayoral Appointment of City Council Members to Boards, Commissions and Committees for 2019. **Pgs 281-283**

6. INFORMATIONAL REPORTS

- a. Record of Building Permits for November and December 2018 in the City of Brawley, prepared by Oscar Escalante, Interim Building Official. **Pgs 284-287**
- b. Attendance Summary & Minutes for City of Brawley Boards/Commissions from January 2018 thru August 2018.
 - 1) Brawley Airport Advisory Commission **Pgs 288-300**
 - 2) Brawley Oversight Board-Successor Agency to the Brawley RDA **Pgs 301-302**
 - 3) Brawley Parks & Recreation Commission **Pgs 303-317**
 - 4) Brawley Planning Commission **Pgs 318-322**
 - 5) Brawley Public Library Board of Trustees **Pgs 323-336**

7. DEPARTMENTAL REPORTS

- a. Update on Pool, Skate Park and Lions Center by Interim Parks & Recreation Director Marjo Mello.
- b. Update on Water Line Breaks by Public Works Director Guillermo Sillas

8. CITY COUNCIL MEMBER REPORTS

9. CITY MANAGER REPORT

10. CITY ATTORNEY REPORT

11. CITY CLERK REPORT

12. CLOSED SESSION

- a. Joint Powers Insurance Authority (JPIA) for Insurance Claims Discussions

The Legislative Body, as a Member of a Joint Powers Authority, formed for purposes of insurance pooling pursuant to G.C. Section 6500 et seq., will meet in closed session to discuss claims for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the Joint Powers Agency or a Local Agency Member of the Authority. There are 33 potential claims (G.C. 54956.9)

CONFERENCE WITH LABOR NEGOTIATOR

- a. Agency Designated Representative: Rosanna Bayon Moore, City Manager
Employee Organization: Brawley Public Safety Employees, Brawley Police Sergeants' Association, Brawley Firefighter's Local No. 1967, and Teamsters Local No. 542

ADJOURNMENT Regular Meeting, **Tuesday, February 5, 2019 @ 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: 12/14/2018

Time: 1:31 PM

City of Brawley

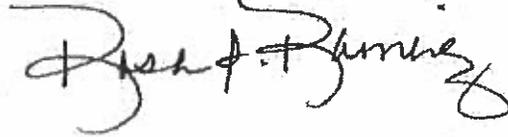
Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
52931	12/14/2018	Printed	B364	360 BUSINESS PRODUCTS	Markers, Binders, Copy Paper	284.68
52932	12/14/2018	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	210.39
52933	12/14/2018	Printed	A401	RICARDO ARGUELLEZ	Reimb. Tuition/WA Treatment	500.00
52934	12/14/2018	Printed	A592	AUTO ZONE, INC. #2804	Transmission Fluid #1151 PD	73.66
52935	12/14/2018	Printed	B374	BAEZA'S HEATING & COOLING REPA	Troubleshoot & Programmed AC	880.24
52936	12/14/2018	Printed	B542	BIG STATE INDUSTRIAL SUPPLY	Gloves	432.83
52937	12/14/2018	Printed	B231	JONATHAN BLACKSTONE	Travel Adv./Critical Incident	462.00
52938	12/14/2018	Printed	B684	LAURA P. BLAKE	Zumba Instructor A.M. Nov 2018	276.25
52939	12/14/2018	Printed	C924	CALNENA	911 Mission Critcial Training/	1,250.00
52940	12/14/2018	Printed	C545	CANON SOLUTIONS AMERICA	P.W. Scanner, Printer Maint.	125.93
52941	12/14/2018	Printed	C2833	CORE & MAIN LP	Meters	7,847.23
52942	12/14/2018	Printed	C005	COSTCO WHOLESALE #121	Christmas Program Supplies	872.49
52943	12/14/2018	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Credit Report/P.D.	35.00
52944	12/14/2018	Printed	D144	DANIELS TIRE SERVICE	Tires #64 Parks	235.81
52945	12/14/2018	Printed	D326	FEDERIC A DIN	Refund Deposit 1010 Alamo St	37.93
52946	12/14/2018	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/Victor Garcia	166.69
52947	12/14/2018	Printed	E145	ELMS EQUIPMENT	Repair Chainsaw	41.98
52948	12/14/2018	Printed	F105	FEDERAL EXPRESS CORP.	Mallings - City Clerk	74.42
52949	12/14/2018	Printed	F542	FERGUSON ENTERPRISES, INC.	Cart Assembly Repair Kits	267.52
52950	12/14/2018	Printed	F649	PHILLIP FINNELL	Refund Deposit 829 Jennifer St	57.33
52951	12/14/2018	Printed	G0120	HUMBERTO GASTELUM JR	Refund Deposit 178 C Street	140.57
52952	12/14/2018	Printed	G750	GOVCONNECTION, INC	Cradlepoint	57.29
52953	12/14/2018	Printed	G774	GROSSMAN PSYCHOLOGICAL ASSOC I	Pre-Employment Psych Exam	325.00
52954	12/14/2018	Printed	G766	CAMILO GUTIERREZ JR	Refund Deposit 766 Kindig Ave	188.45
52955	12/14/2018	Printed	H192	HOME GROWN APPAREL	Patches	7.76
52956	12/14/2018	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	29.00
52957	12/14/2018	Printed	I559	IMAGE SALES, INC.	ID Cards	130.46
52958	12/14/2018	Printed	I220	IMPERIAL COUNTY AIR POLLUTI	Permit 4380 PTO/S. 9th Street	1,440.50
52959	12/14/2018	Void	12/14/2018		Void Check	0.00
52960	12/14/2018	Void	12/14/2018		Void Check	0.00
52961	12/14/2018	Printed	I301	IMPERIAL HARDWARE CO., INC.	Wrench	610.56
52962	12/14/2018	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	58.79
52963	12/14/2018	Printed	I443	IMPERIAL PRINTERS	Business Cards/Swithenbank	525.02
52964	12/14/2018	Printed	I300	IMPERIAL REGIONAL ALLIANCE INC	2018 IV SBDC-Cash Match	3,000.00
52965	12/14/2018	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - December 2018	5,000.00
52966	12/14/2018	Printed	I218	INTERSTATE BATTERY	Batteries #P155, P156 PD	303.60
52967	12/14/2018	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Fire Dept. #2	54.98
52968	12/14/2018	Printed	K154	K-C WELDING RENTALS, INC.	Spline Carbide Bit	183.15
52969	12/14/2018	Printed	K731	KEARNY PEARSON FORD, LLC.	Wheel #P163 PD	142.89
52970	12/14/2018	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Clamps	66.29
52971	12/14/2018	Printed	M938	M & S AUTO ELECTRICIAN	Alternator Repair/FD #3964	173.50
52972	12/14/2018	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Fire Dept.	78.77
52973	12/14/2018	Printed	0587	JIM O'MALLEY PLUMBING	Glue	171.12
52974	12/14/2018	Printed	O233	O'REILLY AUTO PARTS	Filter #I151 PD	98.22
52975	12/14/2018	Printed	O880	OFFICE DEPOT, INC.	Planner Refill	46.63
52976	12/14/2018	Printed	P765	PACKERS MINI STORAGE	Storage Unit B214 Late fee/Oct	231.00
52977	12/14/2018	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash	174.96
52978	12/14/2018	Printed	P372	PITNEY BOWES GLOBAL FINANCIAL	Postage Meter 9/30/19-12/29/18	237.78
52979	12/14/2018	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 11/1-11/30/18	207.55
52980	12/14/2018	Printed	P0141	PROFESSIONAL GLASS INSTALLERS	Repair Chip/P-163	500.00
52981	12/14/2018	Printed	R511	RIVERSIDE COUNTY SHERIFF'S OFF	Dispatcher, Public Safety	369.00
52982	12/14/2018	Printed	R635	MARIA RODRIGUEZ	Refund Deposit/1111 D St.	150.21
52983	12/14/2018	Printed	S408	SWRCB FEES	Annual Storm Water Permit Fee	2,286.00
52984	12/14/2018	Printed	T430	D TAUSSIG & ASSOCIATES, INC.	Springhouse CFD Services	1,011.05

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
52985	12/14/2018	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings/Engineering	34.46
52986	12/14/2018	Printed	V079	VERIZON WIRELESS SERVICES L	Mobile Broadband/Police Dept.	110.78
52987	12/14/2018	Printed	W221	WAL-MART STORES, INC. #01-1555	Fog Machine, Gorilla Tape	76.56
52988	12/14/2018	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Cyl. Rental	304.68

Total Checks: 58

Checks Total (excluding void checks):

32,658.96



INVOICE APPROVAL LIST BY FUND REPORT

Date: 12/14/2018
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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: 111.000 City Council							
101-111.000-721.200	Other						
	PETTY CASH -CITY CLERK///		Petty Cash	52977	12/14/2018	12/14/2018	174.96
							<u>174.96</u>
						Total Dept. City Council:	174.96
Dept: 112.000 City Clerk							
101-112.000-730.200	Technical						
	PRO RECORD STORAGE,	0021125	Document Storage 11/1-11/30/18	52979	12/01/2018	12/14/2018	0.85
							<u>0.85</u>
101-112.000-740.400	Rent						
	PRO RECORD STORAGE,	0021125	Document Storage 11/1-11/30/18	52979	12/01/2018	12/14/2018	114.84
							<u>114.84</u>
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	6-385-62292	Mailings - City Clerk	52948	11/30/2018	12/14/2018	74.42
							<u>74.42</u>
						Total Dept. City Clerk:	190.11
Dept: 153.000 Personnel							
101-153.000-720.100	Office						
	360 BUSINESS PRODUCTS///		File Folders, Storage Boxes	52931	11/30/2018	12/14/2018	88.58
							<u>88.58</u>
101-153.000-730.200	Technical						
	PRO RECORD STORAGE,	0021127	Document Storage 11/1-11/30/18	52979	12/01/2018	12/14/2018	35.10
							<u>35.10</u>
101-153.000-740.400	Rent						
	PRO RECORD STORAGE,	0021127	Document Storage 11/1-11/30/18	52979	12/01/2018	12/14/2018	56.76
							<u>56.76</u>
						Total Dept. Personnel:	180.44
Dept: 181.000 Information							
101-181.000-721.900	Small tools &						
	GOVCONNECTION, INC.///	56281023	Cradlepoint	52952	10/30/2018	12/14/2018	57.29
							<u>57.29</u>
						Total Dept. Information technology:	57.29
Dept: 191.000 Non-departmental							
101-191.000-720.100	Office						
	360 BUSINESS PRODUCTS///		Markers, Binders, Copy Paper	52931	12/07/2018	12/14/2018	196.10
							<u>196.10</u>
101-191.000-730.200	Technical						
	BAEZA'S HEATING &	1623	Troubleshoot & Programmed AC	52935	08/25/2018	12/14/2018	880.24
	IMAGE SALES, INC.///	0063476-IN	ID Cards	52957	11/27/2018	12/14/2018	130.46
							<u>1,010.70</u>
101-191.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52932	12/05/2018	12/14/2018	18.05
	ALSCO AMERICAN LINEN		Cleaning Services	52932	12/05/2018	12/14/2018	33.14
							<u>51.19</u>
101-191.000-750.600							
	IMPERIAL REGIONAL		2018 IV SBDC-Cash Match	52964	12/05/2018	12/14/2018	3,000.00
							<u>3,000.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Non-departmental:							4,257.99
Dept: 211.000	Police Protection						
101-211.000-720.100	Office						
	IMPERIAL PRINTERS///	18-4586	Envelopes	52963	11/20/2018	12/14/2018	260.32
	IMPERIAL PRINTERS///	18-4374	Business Cards/Swithenbank	52963	11/15/2018	12/14/2018	46.33
							306.65
101-211.000-721.100	Uniforms						
	HOME GROWN APPAREL//	13338	Patches	52955	11/21/2018	12/14/2018	7.76
							7.76
101-211.000-730.100	Professional						
	GROSSMAN	01122018	Pre-Employment Psych Exam	52953	12/01/2018	12/14/2018	325.00
							325.00
101-211.000-730.200	Technical						
	CREDIT BUREAU OF IMP.	5310	Credit Report/P.D.	52943	12/03/2018	12/14/2018	35.00
	IMPERIAL PRINTERS///	18-4377	Brochures	52963	11/15/2018	12/14/2018	218.37
	PROFESSIONAL GLASS	232	Install Windshield/A-162	52980	11/30/2018	12/14/2018	450.00
							703.37
101-211.000-740.100	Repair &						
	PROFESSIONAL GLASS	70	Repair Chip/P-163	52980	08/15/2018	12/14/2018	50.00
							50.00
101-211.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52932	12/05/2018	12/14/2018	132.20
							132.20
101-211.000-740.400	Rent						
	PITNEY BOWES GLOBAL		Postage Meter 9/30/19-12/29/18	52978	11/30/2018	12/14/2018	237.78
							237.78
101-211.000-750.200							
	VERIZON WIRELESS		Mobile Broadband/Police Dept.	52986	11/15/2018	12/14/2018	72.77
							72.77
101-211.000-750.510							
	BLACKSTONE/JONATHAN//		Travel Adv./Critical Incident	52937	11/30/2018	12/14/2018	462.00
	CALNENA///		911 Mission Critical Training//	52939	11/26/2018	12/14/2018	1,250.00
	RIVERSIDE COUNTY		Dispatcher, Public Safety	52981	12/14/2018	12/14/2018	369.00
							2,081.00
Total Dept. Police Protection:							3,916.53
Dept: 221.000	Fire Department						
101-221.000-720.400	Automotive						
	AUTO ZONE, INC. #2804///		Fuses	52934	11/12/2018	12/14/2018	7.74
							7.74
101-221.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	534319/2	Adapter, Valve	52961	11/12/2018	12/14/2018	11.60
							11.60
101-221 000-721 200	Other						
	IMPERIAL HARDWARE CO.,	530920/2	Paint	52961	10/10/2018	12/14/2018	24.07
	IMPERIAL HARDWARE CO.,	534237/2	Propane	52961	11/10/2018	12/14/2018	14.82
	IMPERIAL HARDWARE CO.,	534617/2	Bulb	52961	11/14/2018	12/14/2018	9.69
	IMPERIAL HARDWARE CO.,	534830/2	Padlock, Key, Chain	52961	11/16/2018	12/14/2018	15.75
	IMPERIAL HARDWARE CO.,	534953/2	Propane	52961	11/18/2018	12/14/2018	15.79
	WAL-MART STORES, INC.	07891	Fog Machine, Gorilla Tape	52987	10/12/2018	12/14/2018	76.56
							156.68

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-221.000-725.400	Fuel MCNEECE BROS OIL	235472	Fuel/Fire Dept.	52972	09/27/2018	12/14/2018	78.77
							<u>78.77</u>
101-221.000-730.200	Technical I. V. TERMITE & PEST	0262582	Pest Control Svcs F.D. #1	52956	11/18/2018	12/14/2018	29.00
							<u>29.00</u>
101-221.000-740.400	Rent WESTAIR GASES &	80220131	Oxygen Cyl. Rental	52988	10/31/2018	12/14/2018	173.73
							<u>173.73</u>
101-221.000-750.200	VERIZON WIRELESS		Mobile Broadband/Fire Dept.	52986	11/06/2018	12/14/2018	38.01
							<u>38.01</u>
							Total Dept. Fire Department: 495.53
Dept: 221.100	Fire Station #2						
101-221.100-730.200	Technical JADE SECURITY SYSTEMS,	0149309	Alarm Monitoring/Fire Dept. #2	52967	11/10/2018	12/14/2018	54.98
							<u>54.98</u>
101-221.100-740.400	Rent WESTAIR GASES &	80220132	Oxygen Cyl. Rental	52988	10/31/2018	12/14/2018	130.95
							<u>130.95</u>
							Total Dept. Fire Station #2: 185.93
Dept: 241.000	Animal Control						
101-241.000-730.200	Technical IMPERIAL LANDFILL, INC./// IMPERIAL VALLEY HUMANE		Animal Dumping Fees Animal Control - December 2018	52962 52965	11/15/2018 12/05/2018	12/14/2018 12/14/2018	58.79 5,000.00
							<u>5,058.79</u>
							Total Dept. Animal Control: 5,058.79
Dept: 311.000	Engineering						
101-311.000-720.100	Office OFFICE DEPOT, INC.///		Planner Refill	52975	11/29/2018	12/14/2018	46.63
							<u>46.63</u>
101-311.000-740.100	Repair & CANON SOLUTIONS		P.W. Scanner, Printer Maint.	52940	11/02/2018	12/14/2018	125.93
							<u>125.93</u>
101-311.000-750.210	Postage UNITED PARCEL SERVICE,		Mallings/Engineering	52985	11/10/2018	12/14/2018	34.46
							<u>34.46</u>
101-311.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/Victor Garcia	52946	11/30/2018	12/14/2018	166.69
							<u>166.69</u>
							Total Dept. Engineering: 373.71
Dept: 511.000	Parks						
101-511.000-720.500	Electrical IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	536425/2 536472/2	Bulbs, Cord Connector Christmas Lights	52961 52961	12/03/2018 12/03/2018	12/14/2018 12/14/2018	39.96 43.61
							<u>83.57</u>
101-511.000-720.800	Plumbing O'MALLEY PLUMBING/JIM//		Lever, Solenoid	52973	11/26/2018	12/14/2018	38.62

INVOICE APPROVAL LIST BY FUND REPORT

Date: 12/14/2018

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<u>38.62</u>
101-511.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	536416/2	Rope Clips, Bolts, Anchors	52961	12/03/2018	12/14/2018	17.97
	O'MALLEY PLUMBING/JIM//		Glue	52973	11/28/2018	12/14/2018	17.00
							<u>34.97</u>
101-511.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	536623/2	Wrench	52961	12/04/2018	12/14/2018	13.57
							<u>13.57</u>
							Total Dept. Parks: 170.73
Dept: 521.000	Recreation & Lions						
101-521.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	536471/2	Light Fixture, Bulbs, Bushing	52961	12/03/2018	12/14/2018	49.06
							<u>49.06</u>
101-521.000-720.600	Plumbing						
	FERGUSON ENTERPRISES,	6815762	Cart Assembly Repair Kits	52949	11/26/2018	12/14/2018	267.52
							<u>267.52</u>
101-521.000-721.200	Other						
	BIG STATE INDUSTRIAL	1313875	Gloves	52936	11/21/2018	12/14/2018	432.83
	IMPERIAL HARDWARE CO.,	535810/2	Tape, Knife, Poly Film	52961	11/27/2018	12/14/2018	92.70
	IMPERIAL HARDWARE CO.,	535869/2	Chalk	52961	11/28/2018	12/14/2018	12.60
	IMPERIAL HARDWARE CO.,	535921/2	Chalk	52961	11/28/2018	12/14/2018	3.47
	IMPERIAL HARDWARE CO.,	535985/2	Furring Strip, Strap Tie	52961	11/29/2018	12/14/2018	14.94
	IMPERIAL HARDWARE CO.,	536026/2	Roller Covers, Paint	52961	11/29/2018	12/14/2018	101.75
	IMPERIAL HARDWARE CO.,	536170/2	Batteries, Foam Rollers	52961	11/30/2018	12/14/2018	25.72
	IMPERIAL HARDWARE CO.,	536219/2	Return Roller Covers, Tape	52961	11/30/2018	12/14/2018	-45.49
	IMPERIAL HARDWARE CO.,	536221/2	Paint	52961	11/30/2018	12/14/2018	12.97
	IMPERIAL HARDWARE CO.,	536408/2	Knife, Joint Compound	52961	12/03/2018	12/14/2018	43.82
	IMPERIAL HARDWARE CO.,	536471/2	Light Fixture, Bulbs, Bushing	52961	12/03/2018	12/14/2018	18.13
	K-C WELDING RENTALS,	23255	Spline Carbide Bit	52968	12/03/2018	12/14/2018	46.32
							<u>759.76</u>
101-521.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	535810/2	Tape, Knife, Poly Film	52961	11/27/2018	12/14/2018	1.25
	IMPERIAL HARDWARE CO.,	536408/2	Knife, Joint Compound	52961	12/03/2018	12/14/2018	10.65
							<u>11.90</u>
101-521 000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52932	12/03/2018	12/14/2018	27.00
							<u>27.00</u>
							Total Dept. Recreation & Lions Center: 1,115.24
Dept: 521.100	Recreation Leagues						
101-521.100-730.200	Technical						
	BLAKE/LAURA P.//		Zumba Instructor A.M. Nov 2018	52938	12/05/2018	12/14/2018	276.25
							<u>276.25</u>
							Total Dept. Recreation Leagues: 276.25
Dept: 522.000	Senior Citizens						
101-522 000-740 400	Rent						
	PACKERS MINI STORAGE///		Storage Unit B214 Rent/Oct	52976	09/19/2018	12/14/2018	105.00
	PACKERS MINI STORAGE///		Storage Unit B214 Rent/Nov	52976	10/20/2018	12/14/2018	105.00
	PACKERS MINI STORAGE///		Storage Unit B214 Late fee/Oct	52976	10/23/2018	12/14/2018	21.00
							<u>231.00</u>
							Total Dept. Senior Citizens Center: 231.00

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Dept: 551.000 Library							
101-551.000-720.100	Office						
	COSTCO WHOLESALE #121///	37273	Christmas Program Supplies	52942	11/27/2018	12/14/2018	0.00
							<u>0.00</u>
101-551.000-720.200	Books and						
	COSTCO WHOLESALE #121///	37273	Christmas Program Supplies	52942	11/27/2018	12/14/2018	466.80
							<u>466.80</u>
101-551.000-720.800	Janitorial						
	COSTCO WHOLESALE #121///	37273	Christmas Program Supplies	52942	11/27/2018	12/14/2018	128.51
							<u>128.51</u>
101-551.000-721.110	Food and						
	COSTCO WHOLESALE #121///	37273	Christmas Program Supplies	52942	11/27/2018	12/14/2018	52.31
							<u>52.31</u>
101-551.000-721.200	Other						
	COSTCO WHOLESALE #121///	37273	Christmas Program Supplies	52942	11/27/2018	12/14/2018	224.87
							<u>224.87</u>
							Total Dept. Library: 872.49
							Total Fund General Fund: 17,656.99
Fund: 248 CFD 07-2 Springhouse							
Dept: 195.000 Comm Fac Dist							
248-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1806126	Springhouse CFD Services	52984	06/30/2018	12/14/2018	1,011.05
							<u>1,011.05</u>
							Total Dept. Comm Fac Dist: 1,011.05
							Total Fund CFD 07-2 1,011.05
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200	Water						
	DIN/FEDERIC A//		Refund Deposit 1010 Alamo St	52945	12/06/2018	12/14/2018	37.93
	FINNELL/PHILLIP//		Refund Deposit 829 Jennifer St	52950	12/05/2018	12/14/2018	57.33
	GASTELUM JR/HUMBERTO//		Refund Deposit 178 C Street	52951	12/06/2018	12/14/2018	140.57
	GUTIERREZ JR/CAMILO//		Refund Deposit 766 Kindlg Ave	52954	12/06/2018	12/14/2018	188.45
	RODRIGUEZ/MARIA//		Refund Deposit/1111 D St.	52982	12/05/2018	12/14/2018	150.21
							<u>574.49</u>
							Total Dept. 000000: 574.49
Dept: 321.000 Water Treatment							
501-321.000-720.600	Plumbing						
	LABRUCHERIE IRRIGATION		Clamps	52970	12/03/2018	12/14/2018	66.29
	O'MALLEY PLUMBING/JIM//		Couplings, Bushing, Hand Saw	52973	11/30/2018	12/14/2018	82.77
	O'MALLEY PLUMBING/JIM//		Eil, Coupling, Mesh	52973	12/03/2018	12/14/2018	19.15
							<u>168.21</u>
501-321.000-720.800	Janitorial						
	IMPERIAL HARDWARE CO.,	536424/2	Bleach, All Purpose Cleaner	52961	12/03/2018	12/14/2018	17.54
							<u>17.54</u>
501-321.000-721.200	Other						
	CORE & MAIN LP//	J857468	Bolt & Nut Kit, Teflon	52941	11/29/2018	12/14/2018	82.48
							<u>82.48</u>
501-321.000-721.900	Small tools &						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	O'MALLEY PLUMBING/JIM//		Couplings, Bushing, Hand Saw	52973	11/30/2018	12/14/2018	13.58
							<u>13.58</u>
501-321.000-750.500	Training						
	ARGUELLEZ/RICARDO//		Reimb. Tuition/WA Treatment	52933	12/05/2018	12/14/2018	500.00
							<u>500.00</u>
501-321.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 2536 PTO/Willard Avenue	52958	12/07/2018	12/14/2018	191.00
							<u>191.00</u>
							Total Dept. Water Treatment: 972.81
Dept: 322.000	Water Distribution						
501-322.000-720.600	Plumbing						
	CORE & MAIN LP///	J580318	Meters	52941	11/29/2018	12/14/2018	7,764.75
	IMPERIAL HARDWARE CO.,	534800/2	Bushings	52961	11/18/2018	12/14/2018	16.46
							<u>7,781.21</u>
501-322.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	536211/2	Batteries, Pail	52961	11/30/2018	12/14/2018	28.16
							<u>28.16</u>
501-322.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 2537 PTO/Jones Street	52958	12/07/2018	12/14/2018	191.00
							<u>191.00</u>
							Total Dept. Water Distribution: 8,000.37
							Total Fund Water: 9,547.67
Fund: 511	Wastewater						
Dept: 331.000	Wastewater						
511-331.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 3695 PTO/Legion Road	52958	12/07/2018	12/14/2018	191.00
	IMPERIAL COUNTY AIR		Permit 4380 PTO/S. 9th Street	52958	12/07/2018	12/14/2018	191.00
	SWRCB FEES///		Annual Storm Water Permit Fee	52983	11/27/2018	12/14/2018	2,266.00
							<u>2,668.00</u>
							Total Dept. Wastewater Collection: 2,668.00
Dept: 332.000	Wastewater						
511-332.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 2529 PTO/Best Road	52958	12/07/2018	12/14/2018	191.00
							<u>191.00</u>
							Total Dept. Wastewater treatment: 191.00
							Total Fund Wastewater: 2,859.00
Fund: 531	Airport						
Dept: 351.000	Airport						
531-351.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 2907 PTO/Ken Bemis Dr.	52958	12/07/2018	12/14/2018	485.50
							<u>485.50</u>
							Total Dept. Airport: 485.50
							Total Fund Airport: 485.50
Fund: 601	Maintenance						
Dept: 801.000	Vehicle						
601-801.000-720.400	Automotive						

INVOICE APPROVAL LIST BY FUND REPORT

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	AUTO ZONE, INC. #2804///		Credit/Battery Warrantly	52934	11/30/2018	12/14/2018	-164.02
	K-C WELDING RENTALS,	23224	Gas Spring #208 Streets	52968	11/29/2018	12/14/2018	136.83
	KEARNY PEARSON FORD,	1448582	Wheel #P163 PD	52969	11/28/2018	12/14/2018	142.89
	O'REILLY AUTO PARTS///		Window Regulator #901 PD	52974	11/29/2018	12/14/2018	78.19
	O'REILLY AUTO PARTS///		Filter #1151 PD	52974	11/30/2018	12/14/2018	20.03
							213.92
601-801.000-720.410	Tires						
	DANIELS TIRE SERVICE///		Tires #64 Parks	52944	11/29/2018	12/14/2018	235.81
							235.81
601-801.000-720.420	Oils &						
	AUTO ZONE, INC. #2804///		Transmission Fluid #1151 PD	52934	11/30/2018	12/14/2018	83.92
							83.92
601-801.000-720.500	Electrical						
	AUTO ZONE, INC. #2804///		Battery #213 Engineering	52934	11/29/2018	12/14/2018	146.02
	INTERSTATE BATTERY///		Batteries #P155, P156 PD	52966	11/30/2018	12/14/2018	303.60
							449.62
601-801.000-740.100	Repair &						
	ELMS EQUIPMENT///		Repair Chainsaw	52947	11/29/2018	12/14/2018	41.98
	M & S AUTO ELECTRICIAN	202	Alternator Repair/FD #3964	52971	11/19/2018	12/14/2018	173.50
							215.48
							Total Dept. Vehicle Maintenance Shop: 1,198.75
							Total Fund Maintenance: 1,198.75
							Grand Total: 32,658.96

Check Register Report

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
52989	12/20/2018	Printed	B364	360 BUSINESS PRODUCTS	Calendar Refills	111.44
52990	12/20/2018	Printed	A0711	A & A ELECTRIC	Light Fixtures	908.88
52991	12/20/2018	Printed	A554	ALLIED WASTE SERVICES #467	Street Sweeping 11/1-11/30/18	17,968.95
52992	12/20/2018	Printed	A472	ALPHA SITE LOGISTICS, INC.	Portable Restroom Rentals/	1,896.88
52993	12/20/2018	Void	12/20/2018		Void Check	0.00
52994	12/20/2018	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	493.22
52995	12/20/2018	Printed	A915	AM COPIERS, INC.	Printer Maintenance/Utility	217.95
52996	12/20/2018	Printed	A232	ARC INDUSTRIES	Transit Station Services/Nov	597.05
52997	12/20/2018	Printed	A785	AT&T	U-Verse Internet 12/1-12/31	184.38
52998	12/20/2018	Printed	A688	AT&T LONG DISTANCE	Telephone Services 10/25-11/24	50.53
52999	12/20/2018	Printed	A0104	ATS ENVIRONMENTAL INC	Pretreatment Testing	1,250.00
53000	12/20/2018	Printed	B374	BAEZA'S HEATING & COOLING REPA	A/C Service	130.00
53001	12/20/2018	Printed	B251	BAKER & TAYLOR, INC.	Book	123.15
53002	12/20/2018	Printed	B207	BAVCO BACKFLOW & VALVE CO	Valve	225.75
53003	12/20/2018	Printed	T452	BRAWLEY TOWING INC	Towing Services	412.50
53004	12/20/2018	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease, Usage PO #1963	374.35
53005	12/20/2018	Printed	C902	CHEVRON & TEXACO CARD SERVICES	Fuel - Police Dept.	356.74
53006	12/20/2018	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees, Credit Reports	70.00
53007	12/20/2018	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	421.00
53008	12/20/2018	Printed	D123	DESERT AIR CONDITIONING, IN	A/C Service	252.00
53009	12/20/2018	Printed	D178	DIRECTV, LLC	Acct# 007659085 11/15-12/14	384.01
53010	12/20/2018	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/J. Katzenstein	111.72
53011	12/20/2018	Printed	E308	EL REDENTOR ASSEMBLY OF GOD	Clean Up Services/Cattle Call	500.00
53012	12/20/2018	Printed	E145	ELMS EQUIPMENT	Spark Plugs/Shop	21.08
53013	12/20/2018	Printed	E398	EMPIRE SOUTHWEST LLC	Full System Inspection/Lift	708.00
53014	12/20/2018	Printed	E042	ENGRAVING AWARDS GIFTS.COM	Plaque	610.50
53015	12/20/2018	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	29.72
53016	12/20/2018	Printed	G267	CHRISTY GARCIA	Refund Basketball Registration	40.00
53017	12/20/2018	Printed	G750	GOVCONNECTION, INC	Solid State Drive	59.04
53018	12/20/2018	Printed	H182	HACH COMPANY, INC.	Sensor	1,780.15
53019	12/20/2018	Printed	H156	THE HOLT GROUP	Flying J Travel Center	8,890.00
53020	12/20/2018	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #2	38.00
53021	12/20/2018	Printed	I559	IMAGE SALES, INC.	ID Cards	47.63
53022	12/20/2018	Void	12/20/2018		Void Check	0.00
53023	12/20/2018	Void	12/20/2018		Void Check	0.00
53024	12/20/2018	Void	12/20/2018		Void Check	0.00
53025	12/20/2018	Printed	I301	IMPERIAL HARDWARE CO., INC.	Spray Nozzle, Couplings	739.48
53026	12/20/2018	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 10/26/18-11/28/18	33,680.46
53027	12/20/2018	Printed	I443	IMPERIAL PRINTERS	Envelopes	869.25
53028	12/20/2018	Printed	K154	K-C WELDING RENTALS, INC.	Safety Boots/Antonio Garcia	256.14
53029	12/20/2018	Printed	K731	KEARNY PEARSON FORD, LLC.	Return Alternator	186.43
53030	12/20/2018	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Manure, Grass Seeds, Sprinkler	143.85
53031	12/20/2018	Printed	L223	LANDMARK CONSULTANTS, INC.	8th St/111 Pavement Evaluation	210.00
53032	12/20/2018	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Gloves	66.52
53033	12/20/2018	Printed	M858	MASTERS ENVIRONMENTAL, INC	Asbestos Inspection/183 G St	1,130.00
53034	12/20/2018	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Building Dept.	8,706.79
53035	12/20/2018	Printed	M988	MARJO MELLO	Reimb. Picture Magnets	53.58
53036	12/20/2018	Printed	M804	MYLO JANITORIAL	Cleaning Services - Nov 2018	8,129.40
53037	12/20/2018	Printed	I131	NATIONAL INDUSTRIAL	Gloves, Batteries	241.22
53038	12/20/2018	Printed	N551	ERIKA NORIEGA	Reimb. Mileage/LAMBS	55.59
53039	12/20/2018	Printed	N045	NORTHEND AUTOPARTS, INC.	Hood Lift Supports	287.00
53040	12/20/2018	Printed	0567	JIM O'MALLEY PLUMBING	Valve	808.66
53041	12/20/2018	Printed	O233	O'REILLY AUTO PARTS	Return Starter	679.90
53042	12/20/2018	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	16,153.00

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53043	12/20/2018	Printed	P765	PACKERS MINI STORAGE	Storage Unit B209 Rent/Dec.	231.00
53044	12/20/2018	Printed	P134	PERFECT CAR WASH	Car Wash Services/Dec 2018	400.00
53045	12/20/2018	Printed	P110	PESTMASTER SERVICES	Pest Control/Library	35.00
53046	12/20/2018	Printed	P521	PETTY CASH-RECREATION DEPARTME	Petty Cash - Parks & Rec Dept.	75.48
53047	12/20/2018	Printed	P371	PIONEERS MEMORIAL HEALTHCARE	Evidence Gathering	26.25
53048	12/20/2018	Printed	P372	PITNEY BOWES GLOBAL FINANCIAL	Postage Meter 9/30/18-12/29/18	432.51
53049	12/20/2018	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 11/1-11/30/18	223.45
53050	12/20/2018	Printed	Q376	QUILL CORPORATION	Toner	458.28
53051	12/20/2018	Printed	R1252	R.F. DICKSON CO. INC.	Street Sweeping/October	170.00
53052	12/20/2018	Printed	R163	RDO EQUIPMENT CO.	Ball Valve	15.30
53053	12/20/2018	Printed	R404	JESSE ROTNER	Reimb. Travel/ICI Core Course	165.41
53054	12/20/2018	Printed	R168	ROTO ROOTER	Repair Floor Drains/Library	1,482.70
53055	12/20/2018	Printed	S438	S&W HEALTHCARE CORPORATION	Gloves	368.08
53056	12/20/2018	Printed	S155	SAN DIEGO COUNTY	P.W. Radio System Fees/Nov.	2,268.60
53057	12/20/2018	Printed	S038	SCHNEIDER ELECTRIC SYSTEMS USA	O-Rings	591.87
53058	12/20/2018	Printed	S0208	SHELLBACK TACTICAL	Active Shooter Kits	7,496.82
53059	12/20/2018	Printed	S007	SIGMA-ALDRICH, INC.	Testing Material	137.56
53060	12/20/2018	Printed	S699	ROD SMART	Refund Deposit 698 Marilyn Ave	222.58
53061	12/20/2018	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 425 2700 7 11/5/18-12/6/18	47.52
53062	12/20/2018	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin. Bldg	90.00
53063	12/20/2018	Printed	S566	SPARKLETT'S	Water, Cooler Rentals Nov 2018	802.18
53064	12/20/2018	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 11/20	675.00
53065	12/20/2018	Printed	S843	SPILLMAN TECHNOLOGIES, INC.	Annual CAD RMS Maintenance	20,491.65
53066	12/20/2018	Printed	S755	SPORTS BOOSTERS, INC	Sports Poster - Brawley High	50.00
53067	12/20/2018	Printed	S694	STAPLES BUSINESS CREDIT	USB Hub	146.79
53068	12/20/2018	Printed	S140	GLORIA SUMAYA	Reimb. Mileage LAMBS 11/9/18	21.80
53069	12/20/2018	Printed	T187	THE COUNSELING TEAM	Critical Incident Stress/	199.00
53070	12/20/2018	Printed	T003	TIREHUB, LLC	Tires #P163 PD	1,108.70
53071	12/20/2018	Printed	U120	U.S. BANK	CIEDB Fiscal Agent Fees	1,512.50
53072	12/20/2018	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings- Engineering	110.07
53073	12/20/2018	Printed	U602	USA BLUEBOOK, INC	Ball Valve, Coupling, Elbow	297.95
53074	12/20/2018	Printed	W221	WAL-MART STORES, INC. #01-1555	Spray Paint	144.99
53075	12/20/2018	Printed	W135	WAXIE SANITARY SUPPLY	Acrylic Seal	173.63
53076	12/20/2018	Printed	W551	WESTERN GROWERS INSURANCE SVCS	Safety Training	793.50
53077	12/20/2018	Printed	X100	XEROX CORPORATION	Copier Lease, Usage/Admin.	452.15

Total Checks: 89

Checks Total (excluding void checks): 153,580.19

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 000.000							
101-000.000-205.275	Planning						
	HOLT GROUP/THE//	18-08-003	Flying J Travel Center	53019	08/31/2018	12/20/2018	3,220.00
	HOLT GROUP/THE//	18-10-008	Flying J Travel Center	53019	10/31/2018	12/20/2018	3,185.00
	HOLT GROUP/THE//	18-09-002	Flying J Travel Center	53019	09/30/2018	12/20/2018	2,065.00
	HOLT GROUP/THE//	18-11-017	Flying J Travel Center	53019	11/30/2018	12/20/2018	420.00
							<u>8,890.00</u>
							Total Dept. 000000: 8,890.00
Dept: 111.000 City Council							
101-111.000-730.200	Technical						
	SPECTRUM ADVERTISING///	14056	Video Tape Council Mtg 11/20	53064	11/21/2018	12/20/2018	675.00
							<u>675.00</u>
							Total Dept. City Council: 675.00
Dept: 112.000 City Clerk							
101-112.000-720.100	Office						
	360 BUSINESS PRODUCTS///		Calendar Refills	52989	12/11/2018	12/20/2018	5.56
							<u>5.56</u>
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	6-392-99616	Mallings - City Clerk	53015	12/07/2018	12/20/2018	29.72
							<u>29.72</u>
							Total Dept. City Clerk: 35.28
Dept: 151.000 Finance							
101-151.000-720.100	Office						
	IMPERIAL PRINTERS///	18-4386	Window Envelopes	53027	11/15/2018	12/20/2018	174.08
	IMPERIAL PRINTERS///	18-4387	Envelopes	53027	11/15/2018	12/20/2018	94.74
							<u>268.82</u>
101-151.000-730.200	Technical						
	PRO RECORD STORAGE,	0021126	Document Storage 11/1-11/30/18	53049	12/01/2018	12/20/2018	10.05
							<u>10.05</u>
101-151.000-740.100	Repair &						
	AM COPIERS, INC.///	35622	Printer Maintenance/Finance	52995	11/29/2018	12/20/2018	149.15
							<u>149.15</u>
101-151.000-740.400	Rent						
	PRO RECORD STORAGE,	0021126	Document Storage 11/1-11/30/18	53049	12/01/2018	12/20/2018	213.40
							<u>213.40</u>
							Total Dept. Finance: 641.42
Dept: 152.000 Utility Billing							
101-152.000-720.100	Office						
	IMPERIAL PRINTERS///	18-4386	Window Envelopes	53027	11/15/2018	12/20/2018	174.07
	IMPERIAL PRINTERS///	18-4387	Envelopes	53027	11/15/2018	12/20/2018	94.74
							<u>268.81</u>
101-152.000-740.100	Repair &						
	AM COPIERS, INC.///	35621	Printer Maintenance/Utility	52995	11/29/2018	12/20/2018	68.80
							<u>68.80</u>
							Total Dept. Utility Billing: 337.61
Dept: 153.000 Personnel							
101-153.000-730.200	Technical						
	DEPARTMENT OF JUSTICE///	343160	Fingerprint Applications	53007	12/05/2018	12/20/2018	355.00

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							355.00
							Total Dept. Personnel: 355.00
Dept: 191.000 Non-departmental							
101-191.000-721.200 Other	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	270.35
							270.35
101-191.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	958.61
							958.61
101-191.000-740.100 Repair &	XEROX CORPORATION///		Copier Lease, Usage/Admin.	53077	12/01/2018	12/20/2018	155.85
							155.85
101-191.000-740.200 Cleaning	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/05/2018	12/20/2018	25.30
	MYLO JANITORIAL///	5071162	Cleaning Services - Nov 2018	53036	11/30/2018	12/20/2018	971.56
	SOUTHWEST WINDOW	2841	Window Cleaning/Admin. Bldg	53062	11/29/2018	12/20/2018	90.00
							1,086.86
101-191.000-740.400 Rent	PITNEY BOWES GLOBAL		Postage Meter 9/30/18-12/29/18	53048	11/30/2018	12/20/2018	432.51
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	37.75
	XEROX CORPORATION///		Copier Lease, Usage/Admin.	53077	12/01/2018	12/20/2018	296.30
							766.56
							Total Dept. Non-departmental: 3,238.23
Dept: 211.000 Police Protection							
101-211.000-720.100 Office	STAPLES BUSINESS		Binder Clips, Pens, Stapler	53067	11/14/2018	12/20/2018	114.53
							114.53
101-211.000-721.200 Other	IMAGE SALES, INC.///	0063602-IN	ID Cards	53021	12/11/2018	12/20/2018	47.63
	STAPLES BUSINESS		Cups	53067	11/14/2018	12/20/2018	25.81
	STAPLES BUSINESS		USB Hub	53067	11/23/2018	12/20/2018	6.45
							79.89
101-211.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	2,289.95
							2,289.95
101-211.000-725.400 Fuel	CHEVRON & TEXACO CARD	682259	Fuel - Police Dept.	53005	12/06/2018	12/20/2018	356.74
	MCNEECE BROS OIL	860752	Fuel/Police Dept.	53034	11/30/2018	12/20/2018	6,697.89
							7,054.83
101-211.000-730.200 Technical	BRAWLEY TOWING INC		Towing Services	53003	05/31/2018	12/20/2018	412.50
	DEPARTMENT OF JUSTICE///	342476	Fingerprint Applications	53007	12/05/2018	12/20/2018	66.00
	PERFECT CAR WASH///		Car Wash Services/Dec 2018	53044	12/01/2018	12/20/2018	400.00
	PIONEERS MEMORIAL		Evidence Gathering	53047	12/06/2018	12/20/2018	26.25
							904.75
101-211.000-740.200 Cleaning	MYLO JANITORIAL///	5071162	Cleaning Services - Nov 2018	53036	11/30/2018	12/20/2018	3,150.00
							3,150.00
101-211.000-750.200	SAN DIEGO COUNTY///		Police Radio System Fees/Nov.	53056	12/01/2018	12/20/2018	2,069.10

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	SPILLMAN TECHNOLOGIES,	39298	Annual CAD RMS Maintenance	53065	11/09/2018	12/20/2018	20,491.65
							<u>22,560.75</u>
101-211.000-750.510	ROTNER/JESSE//		Reimb. Travel/ICI Core Course	53053	12/13/2018	12/20/2018	165.41
	THE COUNSELING TEAM//		Critical Incident Stress/	53069	11/28/2018	12/20/2018	199.00
							<u>364.41</u>
							Total Dept. Police Protection: 36,518.91
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200 Other							
	WAL-MART STORES, INC.	01686	Paint	53074	12/05/2018	12/20/2018	34.23
	WAL-MART STORES, INC.	03222	Spray Paint	53074	12/12/2018	12/20/2018	51.20
							<u>85.43</u>
101-211.300-725.400 Fuel							
	MCNEECE BROS OIL	860752	Fuel/Police Dept.	53034	11/30/2018	12/20/2018	97.60
							<u>97.60</u>
							Total Dept. Graffiti Abatement: 183.03
Dept: 221.000 Fire Department							
101-221.000-720.100 Office							
	IMPERIAL PRINTERS///	18-4365	Bureau Fire Prevention	53027	11/15/2018	12/20/2018	170.77
	IMPERIAL PRINTERS///	18-4676	EMS Patient Care Forms	53027	11/30/2018	12/20/2018	111.28
							<u>282.05</u>
101-221.000-720.400 Automotive							
	NORTHEND AUTOPARTS,	627256	Lift Supports	53039	10/19/2018	12/20/2018	100.06
	NORTHEND AUTOPARTS,	627516	Switch	53039	10/24/2018	12/20/2018	11.10
	NORTHEND AUTOPARTS,	627306	Return Lift Supports	53039	10/21/2018	12/20/2018	-43.08
	NORTHEND AUTOPARTS,	627145	Hood Lift Supports	53039	10/18/2018	12/20/2018	43.08
							<u>111.16</u>
101-221.000-721.200 Other							
	ENGRAVING AWARDS	378217	Plaque	53014	11/27/2018	12/20/2018	610.50
	IMPERIAL HARDWARE CO.,	536594/2	Staples, Staple Gun	53025	12/04/2018	12/20/2018	3.68
	IMPERIAL HARDWARE CO.,	535889/2	Christmas Lights	53025	11/28/2018	12/20/2018	4.84
							<u>619.02</u>
101-221.000-721.900 Small tools &							
	IMPERIAL HARDWARE CO.,	536594/2	Staples, Staple Gun	53025	12/04/2018	12/20/2018	19.38
							<u>19.38</u>
101-221.000-725.200 Electricity							
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	649.69
							<u>649.69</u>
101-221.000-750.200							
	DIRECTV, LLC//		Acct# 007659085 11/15-12/14	53009	11/16/2018	12/20/2018	178.78
							<u>178.78</u>
							Total Dept. Fire Department: 1,860.08
Dept: 221.100 Fire Station #2							
101-221.100-721.200 Other							
	IMPERIAL HARDWARE CO.,	536907/2	Bolt Snap	53025	12/08/2018	12/20/2018	4.84
	IMPERIAL HARDWARE CO.,	536109/2	Drain Line Opener	53025	11/29/2018	12/20/2018	16.46
	IMPERIAL HARDWARE CO.,	537235/2	Filter	53025	12/10/2018	12/20/2018	13.57
	S&W HEALTHCARE	244788	Gloves	53055	11/28/2018	12/20/2018	368.08
							<u>402.95</u>
101-221.100-730.200 Technical							

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	J. V. TERMITE & PEST	0263538	Pest Control Svcs F.D. #2	53020	12/08/2018	12/20/2018	38.00
							<u>38.00</u>
101-221.100-750.200	AT&T		U-Verse Internet 11/17-12/16	52997	11/16/2018	12/20/2018	55.00
	DIRECTV, LLC///		Acct# 041023715 11/26-12/25/18	53009	11/27/2018	12/20/2018	205.23
							<u>260.23</u>
101-221.100-750.650	Taxes, Fees, AT&T		U-Verse Internet 11/17-12/16	52997	11/16/2018	12/20/2018	44.25
							<u>44.25</u>
							Total Dept. Fire Station #2: 746.43
Dept: 231.000 Building Inspection							
101-231.000-725.400	Fuel						
	MCNEECE BROS OIL	860751	Fuel/Building Dept.	53034	11/30/2018	12/20/2018	171.02
							<u>171.02</u>
101-231.000-740.100	Repair & BAEZA'S HEATING & SAN DIEGO COUNTY///	1644	A/C Service P.W. Radio System Fees/Nov.	53000 53056	11/12/2018 12/01/2018	12/20/2018 12/20/2018	130.00 57.00
							<u>187.00</u>
							Total Dept. Building Inspection: 358.02
Dept: 311.000 Engineering							
101-311.000-721.200	Other						
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	141.61
							<u>141.61</u>
101-311.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52994	11/12/2018	12/20/2018	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	52994	11/19/2018	12/20/2018	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/03/2018	12/20/2018	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/10/2018	12/20/2018	26.12
	MYLO JANITORIAL///	5071162	Cleaning Services - Nov 2018	53036	11/30/2018	12/20/2018	851.40
							<u>955.88</u>
101-311.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	19.50
							<u>19.50</u>
101-311.000-750.200	AT&T LONG DISTANCE/// SAN DIEGO COUNTY///		Telephone Services 10/25-11/24 P.W. Radio System Fees/Nov.	52998 53056	11/26/2018 12/01/2018	12/20/2018 12/20/2018	50.53 28.50
							<u>79.03</u>
101-311.000-750.210	Postage						
	UNITED PARCEL SERVICE.		Mailings- Engineering	53072	12/08/2018	12/20/2018	110.07
							<u>110.07</u>
							Total Dept. Engineering: 1,306.09
Dept: 411.000 Community							
101-411.000-750.600	CREDIT BUREAU OF IMP.	5285	Bulletin Fees, Credit Reports	53006	12/03/2018	12/20/2018	25.00
							<u>25.00</u>
							Total Dept. Community Development: 25.00
Dept: 511.000 Parks							
101-511.000-720.300	Chemicals						
	IMPERIAL HARDWARE CO.	537340/2	Batteries, Valve Box, Chlorine	53025	12/11/2018	12/20/2018	77.57

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							77.57
101-511.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	536547/2	Bulbs	53025	12/04/2018	12/20/2018	48.47
	IMPERIAL HARDWARE CO.,	536548/2	Photocell Lamp Control	53025	12/04/2018	12/20/2018	13.57
	IMPERIAL HARDWARE CO.,	536591/2	Nipple, Padlock, Outlet	53025	12/04/2018	12/20/2018	10.34
	IMPERIAL HARDWARE CO.,	536697/2	Voltage Tester, Outlet Cover	53025	12/05/2018	12/20/2018	28.88
	IMPERIAL HARDWARE CO.,	536760/2	Return Bulbs	53025	12/05/2018	12/20/2018	-48.47
	IMPERIAL HARDWARE CO.,	795689/2	Fuses	53025	12/07/2018	12/20/2018	44.80
							97.59
101-511.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	536591/2	Nipple, Padlock, Outlet	53025	12/04/2018	12/20/2018	0.58
	IMPERIAL HARDWARE CO.,	536648/2	Clamp	53025	12/04/2018	12/20/2018	5.79
	IMPERIAL HARDWARE CO.,	537340/2	Batteries, Valve Box, Chlorine	53025	12/11/2018	12/20/2018	5.61
	IMPERIAL HARDWARE CO.,	537542/2	Valve Box	53025	12/12/2018	12/20/2018	19.19
	O'MALLEY PLUMBING/JIM//		Sprinklers	53040	12/07/2018	12/20/2018	46.22
	O'MALLEY PLUMBING/JIM//		Ell, Tee, Bushing, Union	53040	12/10/2018	12/20/2018	217.83
	O'MALLEY PLUMBING/JIM//		Controllers, Valve Diaphragm	53040	12/11/2018	12/20/2018	512.45
	O'MALLEY PLUMBING/JIM//		Coupling	53040	12/12/2018	12/20/2018	12.89
	O'MALLEY PLUMBING/JIM//		Valve	53040	12/12/2018	12/20/2018	19.27
	RDO EQUIPMENT CO.///	P39180	Ball Valve	53052	12/12/2018	12/20/2018	15.30
							855.13
101-511.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	536736/2	Nuts, Bolts	53025	12/05/2018	12/20/2018	5.69
	IMPERIAL HARDWARE CO.,	536813/2	Roller Covers, Brush	53025	12/06/2018	12/20/2018	14.60
	IMPERIAL HARDWARE CO.,	537340/2	Batteries, Valve Box, Chlorine	53025	12/11/2018	12/20/2018	32.31
	IMPERIAL HARDWARE CO.,	537464/2	Tape	53025	12/12/2018	12/20/2018	7.74
	IMPERIAL HARDWARE CO.,	537545/2	Sponge, Adhesive, Mortar Mix	53025	12/12/2018	12/20/2018	13.25
	K-C WELDING RENTALS,	23289	Carburetor Cleaner, Oil	53028	12/05/2018	12/20/2018	77.54
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	34.16
							185.29
101-511.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	4,342.76
							4,342.76
101-511.000-725.400	Fuel						
	MCNEECE BROS OIL	860750	Fuel/Parks & Rec Dept.	53034	11/30/2018	12/20/2018	1,278.02
							1,278.02
101-511.000-730.200	Technical						
	ARC INDUSTRIES///	6945	Park Litter Control - Nov 2018	52996	12/03/2018	12/20/2018	240.00
	EL REDENTOR ASSEMBLY	11102018	Clean Up Services/Cattle Call	53011	12/01/2018	12/20/2018	500.00
							740.00
101-511.000-740.400	Rent						
	ALPHA SITE LOGISTICS,	107881	Portable Restroom Rentals/	52992	11/09/2018	12/20/2018	1,896.88
							1,896.88
							Total Dept. Parks: 9,473.24
Dept: 521.000	Recreation & Lions						
101-521.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	536941/2	Box Covers, Deadbolt	53025	12/07/2018	12/20/2018	2.88
	IMPERIAL HARDWARE CO.,	537393/2	Box Covers, Clamps, Bushings	53025	12/11/2018	12/20/2018	28.44
	IMPERIAL HARDWARE CO.,	537415/2	Return PVC Box, Clamps	53025	12/11/2018	12/20/2018	-7.14
	IMPERIAL HARDWARE CO.,	537416/2	Outlets, Adapter	53025	12/11/2018	12/20/2018	28.37
	IMPERIAL HARDWARE CO.,	537452/2	Outlet Box, Adapter, Caulk	53025	12/12/2018	12/20/2018	19.05
							71.60
101-521.000-720.800	Janitorial						
	WAXIE SANITARY SUPPLY///	77904656	Acrylic Seal	53075	12/04/2018	12/20/2018	173.63

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							173.63
101-521.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	536628/2	Tape	53025	12/04/2018	12/20/2018	6.00
	IMPERIAL HARDWARE CO.,	536646/2	Pail	53025	12/04/2018	12/20/2018	18.31
	IMPERIAL HARDWARE CO.,	536726/2	Lumber, Iron Corners	53025	12/05/2018	12/20/2018	28.78
	IMPERIAL HARDWARE CO.,	536828/2	Wedge Anchors	53025	12/06/2018	12/20/2018	16.16
	IMPERIAL HARDWARE CO.,	536837/2	Pier Block	53025	12/06/2018	12/20/2018	16.46
	IMPERIAL HARDWARE CO.,	536941/2	Box Covers, Deadbolt	53025	12/07/2018	12/20/2018	19.46
	IMPERIAL HARDWARE CO.,	537203/2	Wedge Anchors	53025	12/10/2018	12/20/2018	20.21
	IMPERIAL HARDWARE CO.,	537311/2	Screws	53025	12/11/2018	12/20/2018	20.34
	IMPERIAL HARDWARE CO.,	537412/2	Concrete Mix	53025	12/11/2018	12/20/2018	17.41
	IMPERIAL HARDWARE CO.,	537688/2	Connectors, Cable Ties	53025	12/13/2018	12/20/2018	28.10
	PETTY CASH-RECREATION		Petty Cash - Parks & Rec Dept.	53046	12/11/2018	12/20/2018	75.46
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	26.22
							292.91
101-521.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	3,827.47
							3,827.47
101-521.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		187 425 2700 7 11/5/18-12/6/18	53061	12/10/2018	12/20/2018	47.52
							47.52
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/10/2018	12/20/2018	27.00
							27.00
101-521.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	14.00
							14.00
Total Dept. Recreation & Lions Center:							4,454.13
Dept: 521.100 Recreation Leagues							
101-521.100-440.430	Recreation						
	GARCIA/CHRISTY//	244922	Refund Basketball Registration	53016	11/20/2018	12/20/2018	40.00
							40.00
Total Dept. Recreation Leagues:							40.00
Dept: 522.000 Senior Citizens							
101-522.000-720.500	Electrical						
	A & A ELECTRIC///	64	Light Fixtures	52990	09/24/2018	12/20/2018	908.88
							908.88
101-522.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	537495/2	Door Stop	53025	12/12/2018	12/20/2018	3.19
							3.19
101-522.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	312.46
							312.46
Total Dept. Senior Citizens Center:							1,224.53
Dept: 551.000 Library							
101-551.000-720.100	Office						
	QUILL CORPORATION///	3223631	Toner	53050	12/04/2018	12/20/2018	458.28
							458.28
101-551.000-721.110	Food and						
	WAL-MART STORES, INC.	01047	Snacks	53074	12/11/2018	12/20/2018	34.36

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							34.36
101-551.000-721.200	Other						
	GOVCONNECTION, INC///	56326468	Solid State Drive	53017	11/15/2018	12/20/2018	59.04
	IMPERIAL HARDWARE CO.,	536591/2	Nipple, Padlock, Outlet	53025	12/04/2018	12/20/2018	12.11
	MELLO/MARJO//		Reimb. Picture Magnets	53035	12/01/2018	12/20/2018	53.58
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	98.70
	WAL-MART STORES, INC.	01048	Wiggle Eyes, Fuzzy Sticks	53074	12/11/2018	12/20/2018	25.20
							248.63
101-551.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	642.24
							642.24
101-551.000-730.200	Technical						
	PESTMASTER SERVICES///	1411104	Pest Control/Library	53045	09/25/2018	12/20/2018	35.00
							35.00
101-551.000-740.100	Repair &						
	CANON FINANCIAL	19423853	Copier Lease, Usage PO #1963	53004	11/12/2018	12/20/2018	163.21
	DESERT AIR CONDITIONING,	B410444	A/C Service	53008	11/13/2018	12/20/2018	252.00
	ROTO ROOTER///	10422	Repair Floor Drains/Library	53054	12/06/2018	12/20/2018	1,482.70
							1,897.91
101-551.000-740.200	Cleaning						
	MYLO JANITORIAL///	5071162	Cleaning Services - Nov 2018	53036	11/30/2018	12/20/2018	2,176.44
							2,176.44
101-551.000-740.400	Rent						
	CANON FINANCIAL	19423853	Copier Lease, Usage PO #1963	53004	11/12/2018	12/20/2018	211.14
	PACKERS MINI STORAGE///		Storage Unit B209 Rent/Nov.	53043	10/20/2018	12/20/2018	126.00
	PACKERS MINI STORAGE///		Storage Unit B209 Rent/Dec.	53043	11/19/2018	12/20/2018	105.00
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	16.75
							458.89
101-551.000-750.300	Advertising &						
	SPORTS BOOSTERS, INC	7465	Sports Poster - Brawley High	53066	11/16/2018	12/20/2018	50.00
							50.00
101-551.000-750.400	Travel						
	EAN SERVICES, LLC///		Vehicle Rental/J. Katzenstein	53010	11/30/2018	12/20/2018	55.81
	EAN SERVICES, LLC///		Vehicle Rental/J. Katzenstein	53010	11/30/2018	12/20/2018	55.91
							111.72
							Total Dept. Library: 6,113.47
Dept: 551.100	Library Grant -						
101-551.100-721.200	Other						
	IMPERIAL HARDWARE CO.,	537567/2	Sand	53025	12/12/2018	12/20/2018	10.26
							10.26
101-551.100-725.400	Fuel						
	MCNEECE BROS OIL	860749	Fuel/LAMBS Bus	53034	11/30/2018	12/20/2018	462.26
							462.26
101-551.100-750.400	Travel						
	NORIEGA/ERIKA//		Reimb. Mileage/LAMBS	53038	12/11/2018	12/20/2018	55.59
	SUMAYA/GLORIA//		Reimb. Mileage LAMBS 11/9/18	53068	12/11/2018	12/20/2018	21.80
							77.39
							Total Dept. Library Grant - LAMBS: 549.91
							Total Fund General Fund: 77,024.38

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 202 CDBG							
Dept: 650.549 15-HOME-10897							
202-650.549-730.200 Technical							
	CREDIT BUREAU OF IMP.	5285	Bulletin Fees, Credit Reports	53006	12/03/2018	12/20/2018	45.00
	MASTERS ENVIRONMENTAL	2876	Asbestos Inspection/183 G St	53033	12/05/2018	12/20/2018	1,130.00
							<u>1,175.00</u>
							Total Dept. 15-HOME-10897 Program: 1,175.00
							Total Fund CDBG: 1,175.00
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-725.200 Electricity							
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	305.42
							<u>305.42</u>
							Total Dept. Street Maintenance & 305.42
							Total Fund Gas Tax: 305.42
Fund: 212							
Dept: 312.000 Street Maintenance							
212-312.000-730.100 Professional							
	LANDMARK CONSULTANTS	LE0918-07	8th St/111 Pavement Evaluation	53031	09/12/2018	12/20/2018	210.00
							<u>210.00</u>
							Total Dept. Street Maintenance & 210.00
							Total Fund 210.00
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 313.000 Bicycle &							
213-313.000-725.200 Electricity							
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	161.77
							<u>161.77</u>
213-313.000-730.200 Technical							
	ARC INDUSTRIES//	6952	Transit Station Services/Nov	52996	12/03/2018	12/20/2018	357.05
							<u>357.05</u>
							Total Dept. Bicycle & Pedestrian Fac.: 518.82
							Total Fund SB 821 - Ped. & 518.82
Fund: 215 Measure D - Sales Tax							
Dept: 312.000 Street Maintenance							
215-312.000-730.200 Technical							
	ALLIED WASTE SERVICES		Street Sweeping 11/1-11/30/18	52991	11/30/2018	12/20/2018	17,968.95
							<u>17,968.95</u>
							Total Dept. Street Maintenance & 17,968.95
							Total Fund Measure D - 17,968.95
Fund: 222 Law Enforcement							
Dept: 211.200 Asset							
222-211.200-721.100 Uniforms							
	SHELLBACK TACTICAL//	3091	Active Shooter Kits	53058	12/04/2018	12/20/2018	7,496.82
							<u>7,496.82</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Asset Forfeiture-Federal:							7,496.82
Total Fund Law							7,496.82
Fund: 241 Bernardo Padilla							
Dept: 511.100 Parks, Landscape &							
241-511.100-725.200 Electricity							
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	25.77
							25.77
Total Dept. Parks, Landscape &							25.77
Total Fund Bernardo							25.77
Fund: 451 Developer							
Dept: 551.400 Library facilities							
451-551.400-720.200 Books and							
	BAKER & TAYLOR, INC.///		Books	53001	10/26/2018	12/20/2018	85.18
	BAKER & TAYLOR, INC.///		Book	53001	11/08/2018	12/20/2018	15.34
	BAKER & TAYLOR, INC.///		Book	53001	11/20/2018	12/20/2018	22.63
							123.15
Total Dept. Library facilities:							123.15
Total Fund Developer							123.15
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200 Water							
	SMART/ROD//		Refund Deposit 698 Marilyn Ave	53060	12/05/2018	12/20/2018	222.58
							222.58
Total Dept. 000000:							222.58
Dept: 321.000 Water Treatment							
501-321.000-720.600 Plumbing							
	IMPERIAL HARDWARE CO.,	537181/2	Valve, PVC Cement	53025	12/10/2018	12/20/2018	7.54
	IMPERIAL HARDWARE CO.,	537217/2	Union	53025	12/10/2018	12/20/2018	17.43
	IMPERIAL HARDWARE CO.,	537269/2	Couplings	53025	12/10/2018	12/20/2018	10.66
							35.63
501-321.000-721.200 Other							
	IMPERIAL HARDWARE CO.,	536642/2	Butt Splice, Disinfectant	53025	12/04/2018	12/20/2018	59.65
	SCHNEIDER ELECTRIC	93872411	Electrode, Reference Kit	53057	11/14/2018	12/20/2018	576.36
	SCHNEIDER ELECTRIC	93869204	O-Rings	53057	11/08/2018	12/20/2018	15.51
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	46.72
							698.24
501-321.000-721.900 Small tools &							
	HACH COMPANY, INC.///	11235727	Sensor	53018	11/27/2018	12/20/2018	1,780.15
							1,780.15
501-321.000-740.200 Cleaning							
	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/05/2018	12/20/2018	56.50
	MYLO JANITORIAL///	5071162	Cleaning Services - Nov 2018	53036	11/30/2018	12/20/2018	470.00
							526.50
501-321.000-740.400 Rent							
	SPARKLETTS///	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	4.00
							4.00
501-321 000-750.200							

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	AT&T		U-Verse Internet 12/1-12/31	52997	11/30/2018	12/20/2018	85.13
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Nov.	53056	12/01/2018	12/20/2018	28.50
							<u>113.63</u>
501-321.000-750.500	Training						
	WESTERN GROWERS	4910	Safety Training	53076	11/27/2018	12/20/2018	264.50
	WESTERN GROWERS	5016	Safety Training	53076	11/29/2018	12/20/2018	264.50
							<u>529.00</u>
							Total Dept. Water Treatment: 3,687.15
Dept: 322.000	Water Distribution						
501-322.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	19,578.27
							<u>19,578.27</u>
501-322.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Nov.	53056	12/01/2018	12/20/2018	28.50
							<u>28.50</u>
							Total Dept. Water Distribution: 19,606.77
							Total Fund Water: 23,616.50
Fund: 511	Wastewater						
Dept: 331.000	Wastewater						
511-331.000-720.600	Plumbing						
	BAVCO BACKFLOW & VALVE	871823	Valve	53002	09/06/2018	12/20/2018	225.75
							<u>225.75</u>
511-331.000-721.200	Other						
	MALLORY SAFETY & SUPPLY	4561450	Gloves	53032	12/05/2018	12/20/2018	66.52
							<u>66.52</u>
511-331.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	539.01
							<u>539.01</u>
511-331.000-730.200	Technical						
	ATS ENVIRONMENTAL INC///	18-3774	Pretreatment Testing	52999	11/27/2018	12/20/2018	300.00
	ATS ENVIRONMENTAL INC///	18-3767	Pretreatment Testing	52999	11/27/2018	12/20/2018	50.00
	ATS ENVIRONMENTAL INC///	18-3766	Pretreatment Testing	52999	11/27/2018	12/20/2018	150.00
	ATS ENVIRONMENTAL INC///	18-3768	Pretreatment Testing	52999	11/27/2018	12/20/2018	50.00
	ATS ENVIRONMENTAL INC///	18-3764	Pretreatment Testing	52999	11/27/2018	12/20/2018	250.00
	ATS ENVIRONMENTAL INC///	18-3769	Pretreatment Testing	52999	11/27/2018	12/20/2018	50.00
	ATS ENVIRONMENTAL INC///	18-3765	Pretreatment Testing	52999	11/27/2018	12/20/2018	400.00
							<u>1,250.00</u>
511-331.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Nov.	53056	12/01/2018	12/20/2018	28.50
							<u>28.50</u>
							Total Dept. Wastewater Collection: 2,109.78
Dept: 332.000	Wastewater						
511-332.000-720.100	Office						
	360 BUSINESS PRODUCTS///		Binder, Label Tape, Calculator	52989	12/04/2018	12/20/2018	105.88
	IMPERIAL PRINTERS///	18-4677	Business Cards/Edgar Beltran	53027	11/30/2018	12/20/2018	49.57
							<u>155.45</u>
511-332.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	534749/2	Spray Nozzle, Couplings	53025	11/16/2018	12/20/2018	3.47
	LABRUCHERIE IRRIGATION	169408c	Manure, Grass Seeds, Sprinkler	53030	11/30/2018	12/20/2018	30.57
	USA BLUEBOOK, INC///	743956	Ball Valve, Coupling, Elbow	53073	11/21/2018	12/20/2018	297.95

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							331.99
511-332.000-721.100	Uniforms K-C WELDING RENTALS,	105563	Safety Boots/Antonio Garcia	53028	12/01/2018	12/20/2018	178.60
							178.60
511-332.000-721.200	Other IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION NATIONAL INDUSTRIAL// SIGMA-ALDRICH, INC. SPARKLETTS//	534749/2 169408c 9035 9689234	Spray Nozzle, Couplings Manure, Grass Seeds, Sprinkler Gloves, Batteries Testing Material Water, Cooler Rentals Nov 2018	53025 53030 53037 53059 53063	11/16/2018 11/30/2018 11/27/2018 11/21/2018 12/01/2018	12/20/2018 12/20/2018 12/20/2018 12/20/2018 12/20/2018	9.65 113.28 241.22 137.56 76.67
							578.38
511-332.000-730.200	Technical EMPIRE SOUTHWEST LLC// EMPIRE SOUTHWEST LLC// EMPIRE SOUTHWEST LLC// ORANGE COMMERCIAL ORANGE COMMERCIAL R.F. DICKSON CO. INC.		Full System Inspection/Lift Full System Inspection/Lift Full System Inspection/Lift 9655 Microbiology Analysis 9688 Microbiology Analysis 2509427 Street Sweeping/October	53013 53013 53013 53042 53042 53051	12/04/2018 12/04/2018 12/04/2018 11/12/2018 12/10/2018 10/31/2018	12/20/2018 12/20/2018 12/20/2018 12/20/2018 12/20/2018 12/20/2018	234.00 237.00 237.00 6,254.00 9,899.00 170.00
							17,031.00
511-332.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN MYLO JANITORIAL//		Cleaning Services Cleaning Services 5071162 Cleaning Services - Nov 2018	52994 52994 53036	11/26/2018 12/03/2018 11/30/2018	12/20/2018 12/20/2018 12/20/2018	109.23 109.23 510.00
							728.46
511-332.000-740.400	Rent SPARKLETTS//	9689234	Water, Cooler Rentals Nov 2018	53063	12/01/2018	12/20/2018	15.75
							15.75
511-332.000-750.200	SAN DIEGO COUNTY//		P.W. Radio System Fees/Nov.	53056	12/01/2018	12/20/2018	28.50
							28.50
511-332.000-750.500	Training WESTERN GROWERS	5017	Safety Training	53076	11/29/2018	12/20/2018	264.50
							264.50
Total Dept. Wastewater treatment:							19,312.63
Total Fund Wastewater:							21,422.41
Fund: 513 Wastewater Debt	Dept: 332.100 WW - CIEDB Loan						
513-332.100-730.200	Technical U.S. BANK	5101654	CIEDB Fiscal Agent Fees	53071	08/24/2018	12/20/2018	1,512.50
							1,512.50
Total Dept. WW - CIEDB Loan:							1,512.50
Total Fund Wastewater							1,512.50
Fund: 601 Maintenance	Dept: 801.000 Vehicle						
601-801.000-720.400	Automotive KEARNY PEARSON FORD, KEARNY PEARSON FORD, KEARNY PEARSON FORD, NORTHEND AUTOPARTS,	1443318 1447122 630318	Camera #P152 PD Arm Assembly #P162 PD Return Alternator Quick Strut #P154 PD	53029 53029 53029 53039	11/08/2018 11/21/2018 11/28/2018 12/04/2018	12/20/2018 12/20/2018 12/20/2018 12/20/2018	297.39 130.00 -240.96 175.84

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	O'REILLY AUTO PARTS///		Starter #201 Streets	53041	12/05/2018	12/20/2018	144.83
	O'REILLY AUTO PARTS///		Core Credit	53041	12/05/2018	12/20/2018	-10.78
	O'REILLY AUTO PARTS///		Filters, Spark Plug #201 Sts	53041	12/05/2018	12/20/2018	132.99
	O'REILLY AUTO PARTS///		Hose, Antifreeze #49 Parks	53041	12/06/2018	12/20/2018	87.83
	O'REILLY AUTO PARTS///		Radiator, Antifreeze #201 Sts	53041	12/06/2018	12/20/2018	237.62
	O'REILLY AUTO PARTS///		Bolts, Washers/Shop	53041	11/21/2018	12/20/2018	12.90
	O'REILLY AUTO PARTS///		Filters #1151 PD	53041	12/03/2018	12/20/2018	20.69
	O'REILLY AUTO PARTS///		Starter #201 Streets	53041	12/05/2018	12/20/2018	188.97
	O'REILLY AUTO PARTS///		Return Starter	53041	12/05/2018	12/20/2018	-144.83
							<u>1,032.49</u>
601-801.000-720.410	Tires						
	TIREHUB, LLC	5675213	Tire #A163 PD	53070	12/04/2018	12/20/2018	148.95
	TIREHUB, LLC	5675221	Tires #934 PD	53070	12/04/2018	12/20/2018	512.69
	TIREHUB, LLC	5686179	Tire #P161 PD	53070	12/05/2018	12/20/2018	148.95
	TIREHUB, LLC	5631239	Tires #P163 PD	53070	11/30/2018	12/20/2018	297.91
							<u>1,108.70</u>
601-801.000-721.200	Other						
	ELMS EQUIPMENT///		Spark Plugs/Shop	53012	11/30/2018	12/20/2018	21.08
	O'REILLY AUTO PARTS///		Filters	53041	12/03/2018	12/20/2018	9.68
							<u>30.76</u>
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	52994	12/03/2018	12/20/2018	36.16
	ALSCO AMERICAN LINEN		Uniform Cleaning Services/Shop	52994	12/03/2018	12/20/2018	25.32
							<u>61.48</u>
							Total Dept. Vehicle Maintenance Shop: 2,233.43
Dept: 802.000	Grounds & Facility						
601-802.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53026	11/29/2018	12/20/2018	47.04
							<u>47.04</u>
							Total Dept. Grounds & Facility 47.04
							Total Fund Maintenance: 2,280.47
							Grand Total: 153,580.19

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53171	01/04/2019	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	3,068.17
53172	01/04/2019	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,706.29
53173	01/04/2019	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical &	323.84
53174	01/04/2019	Printed	F689	FRANCHISE TAX BOARD	Deductions	1,502.75
53175	01/04/2019	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	4,804.09
53176	01/04/2019	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	165.00
53177	01/04/2019	Printed	S1456	ESTHER SWITHENBANK	Deductions	300.00
53178	01/04/2019	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
53179	01/04/2019	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
53180	01/04/2019	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	24.00

Total Checks: 10

Checks Total (excluding void checks):

12,271.64



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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53096	01/04/2019	Printed	B364	360 BUSINESS PRODUCTS	Calendar	21.32
53097	01/04/2019	Printed	A0711	A & A ELECTRIC	Replace Panel	578.24
53098	01/04/2019	Printed	A242	A T & T	Telephone Services 12/7-1/6	181.44
53099	01/04/2019	Printed	A343	ACME SAFETY & SUPPLY CORP.	Return Signs	367.62
53100	01/04/2019	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Repair MDT #922 PD	234.37
53101	01/04/2019	Printed	A230	ALARM COMMUNICATION EXPERT	Alarm Monitoring/WWTP	671.31
53102	01/04/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	362.15
53103	01/04/2019	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Cleaning Services	94.81
53104	01/04/2019	Printed	A785	AT&T	U-Verse Internet 12/17-1/16	64.25
53105	01/04/2019	Printed	A901	AT&T-CALNET 3	Telephone Services 11/12-12/11	126.42
53106	01/04/2019	Printed	A784	AT&T	Telephone Service/Teen Center	150.41
53107	01/04/2019	Printed	A0104	ATS ENVIRONMENTAL INC	Pretreatment Testing	50.00
53108	01/04/2019	Printed	A592	AUTO ZONE, INC. #2804	Electronic Cleaner	10.55
53109	01/04/2019	Printed	B269	BRAWLEY TRACTOR PARTS	Filters/LAMBS Bus	146.92
53110	01/04/2019	Printed	C138	CALIFORNIA CHAMBER OF COMMERCE	2019 Employment Posters	542.61
53111	01/04/2019	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease, Usage	1,354.95
53112	01/04/2019	Printed	C0709	JACQUELINE E CASTON	Refund Ovrpmt 709 S 2nd Street	27.75
53113	01/04/2019	Printed	C430	CLINICA DE SALUD DEL PUEBLO,	Pre-Employment/Andrew Romo	170.00
53114	01/04/2019	Printed	C2833	CORE & MAIN LP	Adapter, Ball Curb Stop	18,471.34
53115	01/04/2019	Printed	C808	CPS HUMAN RESOURCE SERVICES	Bilingual Oral Exam	415.00
53116	01/04/2019	Printed	D576	D & H WATER SYSTEMS, INC	Tube	178.09
53117	01/04/2019	Printed	D171	D & M WATER COMPANY	Bulk Water - Fire Station #2	78.12
53118	01/04/2019	Printed	D178	DIRECTV, LLC	Acct# 007659085 12/15-1/14	178.78
53119	01/04/2019	Printed	D950	DYNALECTRIC	Program Alarm	5,840.00
53120	01/04/2019	Printed	E252	EFR ENVIRONMENTAL SERVICES, IN	Used Oil Disposal	50.00
53121	01/04/2019	Printed	E216	EL CENTRO MOTORS	Diagnostic Fee #P154 PD	87.50
53122	01/04/2019	Printed	E398	EMPIRE SOUTHWEST LLC	Load Bank Test Generator/	2,291.00
53123	01/04/2019	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - Police Dept.	135.37
53124	01/04/2019	Printed	F1350	ANGELICA FERNANDEZ	Refund Basketball Registration	40.00
53125	01/04/2019	Printed	F266	FIRE ETC., INC.	Flashlight, Boots, Gloves	331.87
53126	01/04/2019	Printed	G405	GIERLICH-MITCHELL, INC.	Tooth Drive Sprocket	1,544.50
53127	01/04/2019	Printed	G257	DANIEL W GOLDEN	Refund Deposit 545 E Street	51.83
53128	01/04/2019	Printed	G750	GOVCONNECTION, INC	LCD Tower	599.09
53129	01/04/2019	Printed	G819	GOVERNMENT TRAINING AGENCY	Customer Relations & Conflict/	30.00
53130	01/04/2019	Printed	G075	ANA GUTIERREZ	Reimb. Tuition/Physical	410.34
53131	01/04/2019	Printed	H835	EDUARDO HERNANDEZ	Refund Deposit 320 N Imperial	115.48
53132	01/04/2019	Printed	H327	MELHAYA HERNANDEZ	Refund Deposit 521 S 8th St	14.73
53133	01/04/2019	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Employee Assistance Jan 2019	589.95
53134	01/04/2019	Printed	H197	HOUSE OF BREAD MINISTRIES	Refund Rent/Lions Center	80.00
53135	01/04/2019	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	29.00
53136	01/04/2019	Printed	I559	IMAGE SALES, INC.	ID Card	20.69
53137	01/04/2019	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Street Lights 11/2/18-12/5/18	43,519.41
53138	01/04/2019	Printed	I218	INTERSTATE BATTERY	Batteries #1174 PD, #18 Sts	310.69
53139	01/04/2019	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Fire Dept. #2	54.98
53140	01/04/2019	Printed	K516	KEMIRA WATER SOLUTIONS, INC	Ferric Sulfate	6,109.29
53141	01/04/2019	Printed	L599	LEE & RO. INC.	WTP Sedimentation Basins	18,683.08
53142	01/04/2019	Printed	L215	JESSE LEON	Refund Deposit 1015 D Street	29.70
53143	01/04/2019	Printed	I850	LIGHT HOUSE OF ARIZONA	Headlights/Shop	27.98
53144	01/04/2019	Printed	L939	LOCAL AGENCY FORMATION COMM	Professional Services	1,282.26
53145	01/04/2019	Printed	M944	JAQUELINE MACIAS	Zumba Instructor P.M. Nov 2018	63.75
53146	01/04/2019	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Marking Paint	126.46
53147	01/04/2019	Printed	D166	MARK DOWDEN WELDING	Repair Tank #104 Sewer	1,978.39
53148	01/04/2019	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Public Works	11,814.85
53149	01/04/2019	Printed	M6500	MIKE MONRONEY AERONAUTICAL CTR	Flight Inspection/Airport	18,752.58

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Date: 01/10/2019

Time: 9:26 AM

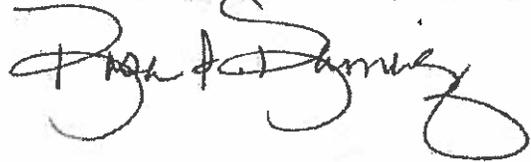
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53150	01/04/2019	Printed	M666	ELIZABETH MORAN	Refund Deposit 921 Ivy Street	107.36
53151	01/04/2019	Printed	M1091	MXL LLC	Refund Ovrpmt 356 W Magnolia	37.21
53152	01/04/2019	Printed	N111	ETELVINA G NAJAR	Refund Ovrpmt 510 W H Street	35.32
53153	01/04/2019	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	2,455.00
53154	01/04/2019	Printed	O001	BETHSABE G ORDONEZ	Reimb. Travel/Payroll	71.64
53155	01/04/2019	Printed	O607	OSWALT & ASSOCIATES	Attorney Services - Nov. 2018	7,841.62
53156	01/04/2019	Printed	P521	PETTY CASH-RECREATION DEPARTME	Petty Cash - Parks & Rec Dept.	40.72
53157	01/04/2019	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 12/1-12/31/18	94.90
53158	01/04/2019	Printed	R0317	OSCAR ROBLES	Refund Dep, Ovrpmt 367 Willard	149.90
53159	01/04/2019	Printed	S155	SAN DIEGO COUNTY	Fire Radio System Fees/Nov.	741.00
53160	01/04/2019	Printed	S557	SCHOLASTIC INC.	Books	4,999.60
53161	01/04/2019	Printed	S416	SHIFT CALENDARS	Shift Calendars	242.44
53162	01/04/2019	Printed	S791	SOCIETY FOR HUMAN RESOURCE	Membership 3/1/19-2/28/20	209.00
53163	01/04/2019	Printed	S402	SOUTH COAST EMERGENCY	Hose Clamp #3914 FD	76.43
53164	01/04/2019	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 11/7-12/10/18	141.39
53165	01/04/2019	Void	01/04/2019		Void Check	0.00
53166	01/04/2019	Printed	T430	D TAUSSIG & ASSOCIATES, INC.	Springhouse CFD Services	9,046.77
53167	01/04/2019	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/R. Ramirez	349.76
53168	01/04/2019	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorine	3,918.56
53169	01/04/2019	Printed	V079	VERIZON WIRELESS SERVICES L	Mobile Broadband/Police Dept.	936.98
53170	01/04/2019	Printed	W133	MICHELE WHITMAN	Refund Deposit 433 Terrace Dr.	16.68

Total Checks: 75

Checks Total (excluding void checks):

171,003.60



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Fund: 101 General Fund							
Dept: 110.000 General Revenues							
101-110.000-410.910	Utility users						
	CASTON/JACQUELINE E//		Refund Ovrpmt 709 S 2nd Street	53112	12/19/2018	01/04/2019	2.96
	MXL LLC//		Refund Ovrpmt 356 W Magnolia	53151	12/18/2018	01/04/2019	2.96
	NAJAR/ETELVINA G//		Refund Ovrpmt 510 W H Street	53152	12/19/2018	01/04/2019	2.96
							<u>8.88</u>
							Total Dept. General Revenues: 8.88
Dept: 111.000 City Council							
101-111.000-720.100	Office						
	360 BUSINESS PRODUCTS//		Calendar	53096	12/20/2018	01/04/2019	21.32
							<u>21.32</u>
101-111.000-750.403	Travel - G.N.						
	U.S. BANK CORPORATE//		Credit Card Charges/G. Nava	53167	11/23/2018	01/04/2019	182.68
							<u>182.68</u>
							Total Dept. City Council: 204.00
Dept: 112.000 City Clerk							
101-112.000-750.500	Training						
	U.S. BANK CORPORATE//		Credit Card Charges/S Couchman	53167	11/23/2018	01/04/2019	-400.00
							<u>-400.00</u>
							Total Dept. City Clerk: -400.00
Dept: 131.000 City Manager							
101-131.000-720.100	Office						
	U.S. BANK CORPORATE//		Credit Card Charges/R. Moore	53167	11/23/2018	01/04/2019	59.70
							<u>59.70</u>
101-131.000-750.500	Training						
	U.S. BANK CORPORATE//		Credit Card Charges/R. Moore	53167	11/23/2018	01/04/2019	325.00
							<u>325.00</u>
							Total Dept. City Manager: 384.70
Dept: 151.000 Finance							
101-151.000-740.400	Rent						
	CANON FINANCIAL	19534131	Copier Lease PO #1974	53111	12/13/2018	01/04/2019	113.40
							<u>113.40</u>
101-151.000-750.400	Travel						
	ORDONEZ/BETHSABE G//		Reimb. Travel/Payroll	53154	12/17/2018	01/04/2019	71.64
							<u>71.64</u>
101-151.000-750.500	Training						
	U.S. BANK CORPORATE//		Credit Card Charges/R. Ramirez	53167	11/23/2018	01/04/2019	30.00
							<u>30.00</u>
							Total Dept. Finance: 215.04
Dept: 152.000 Utility Billing							
101-152.000-740.400	Rent						
	CANON FINANCIAL	19534131	Copier Lease PO #1974	53111	12/13/2018	01/04/2019	113.40
							<u>113.40</u>
							Total Dept. Utility Billing: 113.40
Dept: 153.000 Personnel							
101-153.000-721.200	Other						
	CALIFORNIA CHAMBER OF	11261329	2019 Employment Posters	53110	12/11/2018	01/04/2019	542.61

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							542.61
101-153.000-730.200	Technical CLINICA DE SALUD DEL CPS HUMAN RESOURCE	00000423	Pre-Employment/Andrew Romo Bilingual Oral Exam	53113 53115	12/03/2018 11/29/2018	01/04/2019 01/04/2019	170.00 415.00
							585.00
101-153.000-750.600	SOCIETY FOR HUMAN		Membership 3/1/19-2/28/20	53162	11/30/2018	01/04/2019	209.00
							209.00
Total Dept. Personnel:							1,336.61
Dept: 161.000 City Attorney							
101-161.000-730.100	Professional OSWALT & ASSOCIATES///	10712	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	2,205.00
	OSWALT & ASSOCIATES///	10713	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	4,170.00
	OSWALT & ASSOCIATES///	10715	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	570.00
	OSWALT & ASSOCIATES///	10716	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	345.00
	OSWALT & ASSOCIATES///	10717	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	15.00
	OSWALT & ASSOCIATES///	10739	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	461.62
	OSWALT & ASSOCIATES///	10752	Attorney Services - Nov. 2018	53155	11/30/2018	01/04/2019	75.00
							7,841.62
Total Dept. City Attorney:							7,841.62
Dept: 171.000 Planning							
101-171.000-730.100	Professional LOCAL AGENCY FORMATION		Professional Services	53144	11/28/2018	01/04/2019	1,282.26
							1,282.26
Total Dept. Planning:							1,282.26
Dept: 191.000 Non-departmental							
101-191.000-721.900	Small tools & GOVCONNECTION, INC///	56382318	LCD Tower	53128	12/10/2018	01/04/2019	599.09
							599.09
101-191.000-730.200	Technical PROTECTION ONE ALARM///		Alarm Monitoring 12/1-12/31/18	53157	12/06/2018	01/04/2019	48.74
							48.74
101-191.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	53102	12/19/2018	01/04/2019	18.05
	ALSCO AMERICAN LINEN		Cleaning Services	53102	12/19/2018	01/04/2019	33.14
							51.19
Total Dept. Non-departmental:							699.02
Dept: 211.000 Police Protection							
101-211.000-721.200	Other IMAGE SALES, INC.///	0063617-IN	ID Card	53136	12/12/2018	01/04/2019	20.69
							20.69
101-211.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		187 525 6200 1 11/7-12/10/18	53164	12/12/2018	01/04/2019	22.40
							22.40
101-211.000-740.100	Repair & AIRWAVE COMMUNICATIONS	436154	Repair MDT #922 PD	53100	12/18/2018	01/04/2019	234.37
							234.37
101-211.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	53102	12/19/2018	01/04/2019	132.20

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							<u>132.20</u>
101-211.000-740.400	Rent CANON FINANCIAL	19534133	Copier Leases/P.D.	53111	12/13/2018	01/04/2019	459.74
							<u>459.74</u>
101-211.000-750.200	VERIZON WIRELESS		Mobile Broadband/Police Dept.	53169	12/06/2018	01/04/2019	898.97
							<u>898.97</u>
101-211.000-750.210	Postage FEDERAL EXPRESS CORP.///	6-398-87794	Mailings - Police Dept.	53123	12/14/2018	01/04/2019	135.37
							<u>135.37</u>
							Total Dept. Police Protection: 1,903.74
Dept: 221.000 Fire Department							
101-221.000-721.100	Uniforms FIRE ETC., INC.///	124159	Flashlight, Boots, Gloves	53125	12/12/2018	01/04/2019	188.56
							<u>188.56</u>
101-221.000-721.200	Other AUTO ZONE, INC. #2804/// D & M WATER COMPANY/// FIRE ETC., INC./// SHIFT CALENDARS///		Electronic Cleaner	53108	12/07/2018	01/04/2019	10.55
		275393	Bulk Water - Fire Station #1	53117	11/20/2018	01/04/2019	48.76
		124159	Flashlight, Boots, Gloves	53125	12/12/2018	01/04/2019	80.81
		22135	Shift Calendars	53161	10/01/2018	01/04/2019	242.44
							<u>382.56</u>
101-221.000-721.900	Small tools & FIRE ETC., INC.///	124159	Flashlight, Boots, Gloves	53125	12/12/2018	01/04/2019	62.50
							<u>62.50</u>
101-221.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		088 557 5439 9 11/1-12/4/18	53164	12/06/2018	01/04/2019	39.74
							<u>39.74</u>
101-221.000-725.400	Fuel MCNEECE BROS OIL	860748	Fuel/Fire Dept.	53148	11/30/2018	01/04/2019	1,997.93
							<u>1,997.93</u>
101-221.000-730.200	Technical I. V. TERMITES & PEST	0263537	Pest Control Svcs F.D. #1	53135	12/14/2018	01/04/2019	29.00
							<u>29.00</u>
101-221.000-750.200	AT&T DIRECTV, LLC/// SAN DIEGO COUNTY/// U.S. BANK CORPORATE///		U-Verse Internet 12/17-1/16	53104	12/16/2018	01/04/2019	55.00
			Acct# 007659085 12/15-1/14	53118	12/16/2018	01/04/2019	178.78
			Fire Radio System Fees/Nov.	53159	12/01/2018	01/04/2019	741.00
			Credit Card Charges/R. Ramirez	53167	11/23/2018	01/04/2019	128.50
							<u>1,103.28</u>
101-221.000-750.650	Taxes, Fees, AT&T		U-Verse Internet 12/17-1/16	53104	12/16/2018	01/04/2019	9.25
							<u>9.25</u>
							Total Dept. Fire Department: 3,812.82
Dept: 221.100 Fire Station #2							
101-221.100-721.200	Other D & M WATER COMPANY///	275281	Bulk Water - Fire Station #2	53117	11/15/2018	01/04/2019	29.36
							<u>29.36</u>
101-221.100-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 10/26/18-11/29/18	53137	12/03/2018	01/04/2019	654.56

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							654.56
101-221.100-730.200	Technical JADE SECURITY SYSTEMS,	0150253	Alarm Monitoring/Fire Dept. #2	53139	12/10/2018	01/04/2019	54.98
							54.98
101-221.100-740.100	Repair & CANON FINANCIAL	19534127	Copier Lease, Usage	53111	12/13/2018	01/04/2019	9.70
							9.70
101-221.100-740.400	Rent CANON FINANCIAL	19534127	Copier Lease, Usage	53111	12/13/2018	01/04/2019	72.64
							72.64
101-221.100-750.200	VERIZON WIRELESS		Mobile Broadband/Fire Dept.	53169	12/06/2018	01/04/2019	38.01
							38.01
							Total Dept. Fire Station #2: 859.25
Dept: 231.000	Building Inspection						
101-231.000-720.200	Books and U.S. BANK CORPORATE///		Credit Card Charges/R. Ramirez	53167	11/23/2018	01/04/2019	23.88
							23.88
101-231.000-750.500	Training GOVERNMENT TRAINING	42181	Customer Relations & Conflict/	53129	10/15/2018	01/04/2019	30.00
							30.00
							Total Dept. Building Inspection: 53.88
Dept: 241.000	Animal Control						
101-241.000-725.400	Fuel MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	261.56
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	387.94
							649.50
							Total Dept. Animal Control: 649.50
Dept: 311.000	Engineering						
101-311.000-725.400	Fuel MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	584.46
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	429.28
							1,013.72
101-311.000-730.100	Professional LEE & RO. INC///	1183-02/01	Trash Provisions	53141	12/04/2018	01/04/2019	4,094.19
							4,094.19
101-311.000-730.200	Technical ALARM COMMUNICATION	09160	Upgrade Alarm/Sts-Utilities	53101	11/29/2018	01/04/2019	296.31
	ALARM COMMUNICATION	09172	Alarm Monitoring/Public Works	53101	12/17/2018	01/04/2019	90.00
	ALARM COMMUNICATION	09170	Alarm Monitoring/Sts-Utilities	53101	12/17/2018	01/04/2019	105.00
							491.31
101-311.000-740.400	Rent CANON FINANCIAL	19484227	P.W. Plotter Rental - Dec 2018	53111	12/02/2018	01/04/2019	301.70
							301.70
101-311.000-750.500	Training GUTIERREZ/ANA//		Reimb. Tuition/Intro to Music	53130	12/17/2018	01/04/2019	145.00
	GUTIERREZ/ANA//		Reimb. Tuition/Physical	53130	12/17/2018	01/04/2019	53.00
	GUTIERREZ/ANA//		Reimb. Tuition/Physical	53130	12/17/2018	01/04/2019	212.34
							410.34

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101-311.000-750.650	Taxes, Fees, CANON FINANCIAL	19484227	P.W. Plotter Rental - Dec 2018	53111	12/02/2018	01/04/2019	12.87
							<u>12.87</u>
						Total Dept. Engineering:	6,324.13
Dept: 511.000 Parks							
101-511.000-720.600	Plumbing CORE & MAIN LP///	J941123	Adapter, Ball Curb Stop	53114	12/18/2018	01/04/2019	405.68
							<u>405.68</u>
101-511.000-725.200	Electricity IMPERIAL IRRIGATION IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18 Power Bills 10/26/18-11/29/18	53137 53137	11/29/2018 12/03/2018	01/04/2019 01/04/2019	639.65 438.54
							<u>1,078.19</u>
101-511.000-740.100	Repair & A & A ELECTRIC///	79	Replace Panel	53097	12/12/2018	01/04/2019	578.24
							<u>578.24</u>
						Total Dept. Parks:	2,062.11
Dept: 521.000 Recreation & Lions							
101-521.000-470.110	Rents and HOUSE OF BREAD	243071	Refund Rent/Lions Center	53134	12/18/2018	01/04/2019	80.00
							<u>80.00</u>
101-521.000-721.110	Food and PETTY CASH-RECREATION		Petty Cash - Parks & Rec Dept.	53156	12/21/2018	01/04/2019	40.72
							<u>40.72</u>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN ARAMARK UNIFORM		Cleaning Services Cleaning Services Cleaning Services	53102 53102 53103	12/17/2018 12/24/2018 12/20/2018	01/04/2019 01/04/2019 01/04/2019	27.00 27.00 94.81
							<u>148.81</u>
101-521.000-740.400	Rent CANON FINANCIAL CANON FINANCIAL	19534128 19534130	Copier Lease PO #1900 Fax Board Lease PO #1782	53111 53111	12/13/2018 12/13/2018	01/04/2019 01/04/2019	178.20 14.90
							<u>193.10</u>
101-521.000-750.200	AT&T///		Telephone Service/Teen Center	53106	12/06/2018	01/04/2019	150.41
							<u>150.41</u>
						Total Dept. Recreation & Lions Center:	613.04
Dept: 521.100 Recreation Leagues							
101-521.100-440.430	Recreation FERNANDEZ/ANGELICA// MACIAS/JAQUELINE//	244854 7013166	Refund Basketball Registration Zumba Instructor P.M. Nov 2018	53124 53145	11/13/2018 12/20/2018	01/04/2019 01/04/2019	40.00 63.75
							<u>103.75</u>
						Total Dept. Recreation Leagues:	103.75
Dept: 522.000 Senior Citizens							
101-522.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		193 926 4200 5 11/7-12/10/18	53164	12/12/2018	01/04/2019	61.28
							<u>61.28</u>
						Total Dept. Senior Citizens Center:	61.28
Dept: 551.000 Library							

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101-551.000-730.200	Technical PROTECTION ONE ALARM///		Alarm Monitoring 12/1-12/31/18	53157	12/08/2018	01/04/2019	46.16
							<u>46.16</u>
101-551.000-750.200	AT&T-CALNET 3///		Telephone Services 11/12-12/11	53105	12/12/2018	01/04/2019	126.42
							<u>126.42</u>
						Total Dept. Library:	172.58
Dept: 551.100 Library Grant -							
101-551.100-720.200	Books and SCHOLASTIC INC.///	18080751	Books	53160	11/07/2018	01/04/2019	4,999.60
							<u>4,999.60</u>
						Total Dept. Library Grant - LAMBS:	4,999.60
						Total Fund General Fund:	33,301.21
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-721.200	Other ACME SAFETY & SUPPLY	129041-00	Signs	53099	12/13/2018	01/04/2019	432.57
	ACME SAFETY & SUPPLY	129192-00	Return Signs	53099	12/13/2018	01/04/2019	-64.95
							<u>367.62</u>
211-312.000-725.200	Electricity IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	8,611.78
							<u>8,611.78</u>
						Total Dept. Street Maintenance &	8,979.40
						Total Fund Gas Tax:	8,979.40
Fund: 241 Bernardo Padilla							
Dept: 511.100 Parks, Landscape &							
241-511.100-725.200	Electricity IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	138.37
							<u>138.37</u>
						Total Dept. Parks, Landscape &	138.37
						Total Fund Bernardo	138.37
Fund: 243 CFD 05-1 Victoria Park							
Dept: 195.000 Comm Fac Dist							
243-195.000-725.200	Electricity IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	122.64
							<u>122.64</u>
243-195.000-730.100	Professional TAUSSIG & ASSOCIATES,	1805048	Victoria Park CFD Services	53166	06/01/2018	01/04/2019	150.25
	TAUSSIG & ASSOCIATES,	1807067	Victoria Park CFD Services	53166	07/31/2018	01/04/2019	2,224.01
							<u>2,374.26</u>
						Total Dept. Comm Fac Dist:	2,496.90
						Total Fund CFD 05-1	2,496.90

Fund: 244 CFD 05-4 Latigo Ranch
Dept: 195.000 Comm Fac Dist
 244-195.000-725.200 Electricity

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	IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	130.82
							<u>130.82</u>
244-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1805050	Latigo Ranch CFD Services	53166	05/31/2018	01/04/2019	150.25
	TAUSSIG & ASSOCIATES,	1807063	Latigo Ranch CFD Services	53166	07/31/2018	01/04/2019	1,128.33
							<u>1,278.58</u>
							Total Dept. Comm Fac Dist: 1,409.40
							Total Fund CFD 05-4 Latigo 1,409.40
Fund: 245	CFD 05-3 La Paloma						
Dept: 195.000	Comm Fac Dist						
245-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	318.87
							<u>318.87</u>
245-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1805049	La Paloma CFD Services	53166	06/01/2018	01/04/2019	150.25
	TAUSSIG & ASSOCIATES,	1807064	La Paloma CFD Services	53166	07/31/2018	01/04/2019	1,244.88
							<u>1,395.13</u>
							Total Dept. Comm Fac Dist: 1,714.00
							Total Fund CFD 05-3 La 1,714.00
Fund: 246	CFD 06-1 Malan Park						
Dept: 195.000	Comm Fac Dist						
246-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	106.29
							<u>106.29</u>
246-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1805051	Malan Park CFD Services	53166	06/01/2018	01/04/2019	150.25
	TAUSSIG & ASSOCIATES,	1807062	Malan Park CFD Services	53166	07/31/2018	01/04/2019	1,899.88
							<u>2,050.13</u>
							Total Dept. Comm Fac Dist: 2,156.42
							Total Fund CFD 06-1 Malan 2,156.42
Fund: 247	CFD 07-1 Luckey						
Dept: 195.000	Comm Fac Dist						
247-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	130.82
							<u>130.82</u>
247-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1805052	Luckey Ranch CFD Services	53166	06/01/2018	01/04/2019	150.25
	TAUSSIG & ASSOCIATES,	1807065	Luckey Ranch CFD Services	53166	07/31/2018	01/04/2019	1,178.63
							<u>1,328.88</u>
							Total Dept. Comm Fac Dist: 1,459.70
							Total Fund CFD 07-1 1,459.70
Fund: 248	CFD 07-2 Springhouse						
Dept: 195.000	Comm Fac Dist						
248-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 11/2/18-12/5/18	53137	12/09/2018	01/04/2019	8.18

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							8.18
248-195.000-730.100	Professional						
	TAUSSIG & ASSOCIATES,	1706043	Springhouse CFD Services	53166	06/29/2017	01/04/2019	252.50
	TAUSSIG & ASSOCIATES,	1807066	Springhouse CFD Services	53166	07/31/2018	01/04/2019	367.29
							619.79
Total Dept. Comm Fac Dist:							627.97
Total Fund CFD 07-2							627.97
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200	Water						
	GOLDEN/DANIEL W//		Refund Deposit 545 E Street	53127	12/20/2018	01/04/2019	51.83
	HERNANDEZ/EDUARDO//		Refund Deposit 320 N Imperial	53131	12/26/2018	01/04/2019	115.48
	HERNANDEZ/MELHAYA//		Refund Deposit 521 S 8th St	53132	12/14/2018	01/04/2019	14.73
	LEON/JESSE//		Refund Deposit 1015 D Street	53142	12/19/2018	01/04/2019	29.70
	MORAN/ELIZABETH//		Refund Deposit 921 Ivy Street	53150	12/19/2018	01/04/2019	107.36
	ROBLES/OSCAR//		Refund Dep, Ovrpmt 367 Willard	53158	12/20/2018	01/04/2019	88.15
	WHITMAN/MICHELE//		Refund Deposit 433 Terrace Dr.	53170	12/21/2018	01/04/2019	16.68
							423.93
Total Dept. 000000:							423.93
Dept: 321.000 Water Treatment							
501-321.000-440.710	Water sales						
	CASTON/JACQUELINE E//		Refund Ovrpmt 709 S 2nd Street	53112	12/19/2018	01/04/2019	24.79
							24.79
501-321.000-720.300	Chemicals						
	KEMIRA WATER SOLUTIONS,		Ferric Sulfate	53140	12/12/2018	01/04/2019	6,109.29
	UNIVAR USA, INC.//		Sodium Hypochlorine	53168	11/30/2018	01/04/2019	3,918.56
							10,027.85
501-321.000-720.600	Plumbing						
	D & H WATER SYSTEMS,	12018-1281	Tube	53116	12/17/2018	01/04/2019	178.09
							178.09
501-321.000-721.200	Other						
	GIERLICH-MITCHELL, INC.//	15382	Tooth Drive Sprocket	53126	12/01/2018	01/04/2019	1,544.50
							1,544.50
501-321.000-725.400	Fuel						
	MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	140.81
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	394.42
							535.23
501-321.000-730.100	Professional						
	LEE & RO. INC.//	1183-01/01	WTP Sedimentation Basins	53141	12/04/2018	01/04/2019	14,588.89
							14,588.89
501-321.000-730.200	Technical						
	DYNALECTRIC//	8181083-01	Program Alarm	53119	12/14/2018	01/04/2019	5,840.00
	EMPIRE SOUTHWEST LLC//		Load Bank Test Generator/	53122	12/06/2018	01/04/2019	875.00
	ORANGE COMMERCIAL	9689	Microbiology Analysis	53153	12/10/2019	01/04/2019	2,455.00
							9,170.00
501-321.000-740.100	Repair &						
	EMPIRE SOUTHWEST LLC//		Load Bank Test Generator/	53122	12/06/2018	01/04/2019	1,416.00
							1,416.00
501-321.000-740.400	Rent						
	CANON FINANCIAL	19534129	Copier Lease	53111	12/13/2018	01/04/2019	78.40

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<u>78.40</u>
501-321.000-750.200	A T & T///		Telephone Services 12/7-1/6	53098	12/07/2018	01/04/2019	5.30
							<u>5.30</u>
Total Dept. Water Treatment:							37,669.05
Dept: 322.000 Water Distribution							
501-322.000-720.600	Plumbing						
	CORE & MAIN LP///	J813033	Clamps	53114	12/06/2018	01/04/2019	533.26
	CORE & MAIN LP///	J893448	Hydrant, Gaskets, Bolts	53114	12/06/2018	01/04/2019	3,875.57
	CORE & MAIN LP///	J871460	Registers	53114	12/03/2018	01/04/2019	13,317.78
							<u>17,726.61</u>
501-322.000-721.200	Other						
	MALLORY SAFETY & SUPPLY	4556072	Marking Paint	53146	11/26/2018	01/04/2019	126.46
	MCNEECE BROS OIL	237942	Cushion	53148	11/05/2018	01/04/2019	25.62
							<u>152.08</u>
501-322.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/29/18	53137	12/03/2018	01/04/2019	7,765.15
							<u>7,765.15</u>
501-322.000-725.400	Fuel						
	MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	2,331.99
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	4,115.93
							<u>6,447.92</u>
501-322.000-750.200	A T & T///		Telephone Services 12/7-1/6	53098	12/07/2018	01/04/2019	33.03
							<u>33.03</u>
Total Dept. Water Distribution:							32,124.79
Total Fund Water:							70,117.77
Fund: 511 Wastewater							
Dept: 331.000 Wastewater							
511-331.000-440.730	Sewer						
	MXL LLC///		Refund Ovrpmt 356 W Magnolia	53151	12/18/2018	01/04/2019	34.25
	NAJAR/ETELVINA G//		Refund Ovrpmt 510 W H Street	53152	12/19/2018	01/04/2019	32.38
	ROBLES/OSCAR//		Refund Dep, Ovrpmt 367 Willard	53158	12/20/2018	01/04/2019	52.59
							<u>119.20</u>
511-331.000-721.200	Other						
	CORE & MAIN LP///	J889854	Manhole Frame & Cover	53114	12/06/2018	01/04/2019	339.05
							<u>339.05</u>
511-331.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		172 969 1728 3 11/7-12/10/18	53164	12/12/2018	01/04/2019	17.97
							<u>17.97</u>
511-331.000-725.400	Fuel						
	MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	89.93
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	296.35
							<u>386.28</u>
511-331.000-730.200	Technical						
	ATS ENVIRONMENTAL INC///	18-3919	Pretreatment Testing	53107	12/14/2018	01/04/2019	50.00
							<u>50.00</u>
511-331.000-750.200	A T & T///		Telephone Services 12/7-1/6	53098	12/07/2018	01/04/2019	143.11

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<u>143.11</u>
							Total Dept. Wastewater Collection: 1,055.61
Dept: 332.000 Wastewater							
511-332.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53137	11/29/2018	01/04/2019	24,075.56
							<u>24,075.56</u>
511-332.000-725.400 Fuel	MCNEECE BROS OIL	860753	Fuel/Public Works	53148	11/30/2018	01/04/2019	301.63
	MCNEECE BROS OIL	860015	Fuel/Public Works	53148	10/31/2018	01/04/2019	303.67
							<u>605.30</u>
511-332.000-730.200 Technical	ALARM COMMUNICATION	09163	Alarm Monitoring/WWTP	53101	12/17/2018	01/04/2019	90.00
							<u>90.00</u>
							Total Dept. Wastewater treatment: 24,770.86
							Total Fund Wastewater: 25,828.47
Fund: 521 Solid Waste							
Dept: 341.000 Solid Waste							
521-341.000-440.740 Solid waste	ROBLES/QSCAR//		Refund Dep, Ovrpmt 387 Willard	53158	12/20/2018	01/04/2019	9.16
							<u>9.16</u>
							Total Dept. Solid Waste Collection: 9.16
							Total Fund Solid Waste: 9.16
Fund: 531 Airport							
Dept: 351.000 Airport							
531-351.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/28/18	53137	11/29/2018	01/04/2019	53.49
	IMPERIAL IRRIGATION		Power Bills 10/26/18-11/29/18	53137	12/03/2018	01/04/2019	324.69
							<u>378.18</u>
							Total Dept. Airport: 378.18
							Total Fund Airport: 378.18
Fund: 532 Airport Projects							
Dept: 351.100 Airport							
532-351.100-800.300	MIKE MONRONEY		Flight Inspection/Airport	53149	12/18/2018	01/04/2019	18,752.58
							<u>18,752.58</u>
							Total Dept. Airport construction: 18,752.58
							Total Fund Airport 18,752.58
Fund: 601 Maintenance							
Dept: 801.000 Vehicle							
601-801.000-720.400 Automotive	BRAWLEY TRACTOR	0029787	Filters/LAMBS Bus	53109	12/06/2018	01/04/2019	146.92
	LIGHT HOUSE OF ARIZONA//	16678	Headlights/Shop	53143	12/05/2018	01/04/2019	27.98
	SOUTH COAST	491414	Hose Clamp #3914 FD	53163	10/10/2018	01/04/2019	76.43
							<u>251.33</u>
601-801.000-720.500 Electrical							

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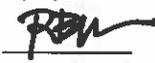
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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	INTERSTATE BATTERY///		Batteries #1174 PD, #18 Sts	53138	12/13/2018	01/04/2019	310.69
							<u>310.69</u>
601-801.000-725.400	Fuel MCNEECE BROS OIL	860754	Fuel/Shop	53148	11/30/2018	01/04/2019	153.35
							<u>153.35</u>
601-801.000-730.200	Technical ALARM COMMUNICATION	09171	Alarm Monitoring/P.W.-Shop	53101	12/17/2018	01/04/2019	90.00
	EFR ENVIRONMENTAL		Used Oil Disposal	53120	12/11/2018	01/04/2019	50.00
	EL CENTRO MOTORS///	6236756	Diagnostic Fee #P154 PD	53121	10/03/2018	01/04/2019	87.50
							<u>227.50</u>
601-801.000-740.100	Repair & MARK DOWDEN WELDING	20550	Repair Tank #104 Sewer	53147	11/09/2018	01/04/2019	1,978.39
							<u>1,978.39</u>
601-801.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	53102	12/17/2018	01/04/2019	37.36
	ALSCO AMERICAN LINEN		Uniform Cleaning Services/Shop	53102	12/17/2018	01/04/2019	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	53102	12/10/2018	01/04/2019	36.76
	ALSCO AMERICAN LINEN		Uniform Cleaning Services/Shop	53102	12/10/2018	01/04/2019	25.32
							<u>124.76</u>
							Total Dept. Vehicle Maintenance Shop: 3,046.02
							Total Fund Maintenance: 3,046.02
Fund: 602	Risk Management						
Dept: 814.000	Employee Health						
602-814.000-750.100	Insurance HOLMAN PROFESSIONAL		Employee Assistance Jan 2019	53133	01/01/2019	01/04/2019	589.95
							<u>589.95</u>
							Total Dept. Employee Health Benefits: 589.95
							Total Fund Risk 589.95
							Grand Total: 171,003.50

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 01/15/2019

City Manager: 

PREPARED BY: Ana Gutierrez, Labor Compliance/Contracts Officer

PRESENTED BY: Guillermo Sillas, Public Works Director/City Engineer

SUBJECT: Project No. 2018-05 Streets Rehabilitation Phase 11, Including N. 8th Street / Old HWY 111 – Budget Adjustment and Award of Contract

CITY MANAGER RECOMMENDATION: Award Contract to Aggregate Products, Inc. for Project No. 2018-05 Streets Rehabilitation Phase 11 in the amount of \$3,089,746.51, authorize a 10% contingency in the amount of \$308,974.65 for a total amount of \$3,398,721.16 and authorize the City Manager to execute all documentation in relation to this project and approve Budget Adjustment by Council Resolution.

DISCUSSION: On November 19, 2018, the City of Brawley Engineering Department advertised Project No. 2018-05 Streets Rehabilitation Phase 11. The project scope of work includes the asphalt rehabilitation of various streets as follows with various funding sources.

<u>Streets</u>	<u>From</u>	<u>To</u>
G Street	Cesar Chavez West of 1 st Street	Palm Avenue Public Works Yard Entrance
H Street	9 th Street	Eastern Avenue
I Street	9 th Street	Palm Avenue
K Street	Eastern Avenue	Best Road
16 th Street	Eastern Avenue	18 th Street
17 th Street	K Street	Malan Street
18 th Street	K Street	Malan Street
Alley South of Main Street	K Street	Malan Street
8 th Street	1 st Street	2 nd Street
Julia Drive & Edgley Drive	A Street	3,750 feet North of Intersection
South Plaza Street & 5 th Street		
S. Rio Vista Avenue	Allen Street	West J Street

On December 20, 2018, two bids were received as follows:

Aggregate Products Inc. Salton Sea Beach, CA	\$3,089,746.51
Hazard Construction Co. San Diego, CA	\$3,559,127.25

BID SUMMARY FOR SPECIFICATION NO. 2018-05:
BID OPEN DATE: December 20, 2018 @ 2:00 PM

Streets Rehabilitation Phase XI

CONTRACTOR	BID SCHEDULE	
<p>Aggregate Products, Inc. 9500 Beverly Road Pico Rivera, CA 90660-2135</p>	<p>A: \$1,629,029.61 B: 180,310.00 C: 263,247.50 D: 1,017,159.40</p>	<p><input checked="" type="checkbox"/> Proposal <input checked="" type="checkbox"/> Proposal Signature Page <input checked="" type="checkbox"/> Bid Schedule <input checked="" type="checkbox"/> Acknowledgement of Addenda (1) <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Public Contract Code Section 10162 Questionnaire <input checked="" type="checkbox"/> List of Proposed Subcontractors <input checked="" type="checkbox"/> Major Material Suppliers Information <input checked="" type="checkbox"/> Declaration of Eligibility to Contract (SB 854) <input checked="" type="checkbox"/> Debarment and Suspension Certification <input checked="" type="checkbox"/> Nondiscrimination Clause <input checked="" type="checkbox"/> Equal Employment Opportunity Clauses <input checked="" type="checkbox"/> Equal Employment Certification <input checked="" type="checkbox"/> Drug Free Workplace Certification <input checked="" type="checkbox"/> Designation/Certification of Asphalt Rubber Binder Applicator <input checked="" type="checkbox"/> Designation/Certification of Asphalt Rubber and Aggregate Membrane Contractor and/or Subcontractor</p>
<p>Hazard Construction 6465 Marindustry Place San Diego, CA 92121</p>	<p>A: \$2,117,064.00 B: 184,525.00 C: 172,867.50 D: 1,084,670.75</p>	<p><input checked="" type="checkbox"/> Proposal <input checked="" type="checkbox"/> Proposal Signature Page <input checked="" type="checkbox"/> Bid Schedule <input checked="" type="checkbox"/> Acknowledgement of Addenda (1) <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Public Contract Code Section 10162 Questionnaire <input checked="" type="checkbox"/> List of Proposed Subcontractors <input checked="" type="checkbox"/> Major Material Suppliers Information <input checked="" type="checkbox"/> Declaration of Eligibility to Contract (SB 854) <input checked="" type="checkbox"/> Debarment and Suspension Certification <input checked="" type="checkbox"/> Nondiscrimination Clause <input checked="" type="checkbox"/> Equal Employment Opportunity Clauses <input checked="" type="checkbox"/> Equal Employment Certification <input checked="" type="checkbox"/> Drug Free Workplace Certification <input checked="" type="checkbox"/> Designation/Certification of Asphalt Rubber Binder Applicator <input checked="" type="checkbox"/> Designation/Certification of Asphalt Rubber and Aggregate Membrane Contractor and/or Subcontractor</p>

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR
2018/2019 CITY OF BRAWLEY BUDGET.

Amendment No. 2019-15: Department: Public Works

WHEREAS, Minute Order dated November 20, 2018 adopted the Fiscal Year 2018-2019 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2018-2019 Public Works Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2018-2019 City of Brawley Budget for the Public Works Department is hereby amended as follows:

REVENUE

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

EXPENDITURES

<u>BUDGET NUMBERS</u>	<u>ACCOUNT NAME</u>	<u>INCREASE</u>	<u>DECREASE</u>
211.312.800.300	Capital Projects - Alley	\$ 87,711.75	
212.312.800.300	Capital Projects - 8 th St.	\$ 18,189.34	
<hr/>			
<u>TOTAL \$105,901.09</u>			

REASON: To modify overall project budget to reflect actual bid values and associated fees for professional services.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held January 15, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, 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. 2019- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 15th day of January 2019 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: January 15, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: 

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

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

SUBJECT: Authorize Professional Engineering Services Agreement with LC Engineering Consultants, Inc. to provide Construction Management Services for 8th Street /Old HWY 111 Rehabilitation Project

CITY MANAGER RECOMMENDATION: Approve the proposed agreement for a not to exceed value of \$28,125.

DISCUSSION: On May 29, 2018, the Brawley City Council approved a resolution to engage Professional Consulting Services for a pavement rehabilitation evaluation of 8th Street from A St to northern City Limits. After the evaluation and recommendation, plans and specifications were prepared and the project was advertised to receive bids. At the time, staff advised of the need to engage an engineering company to perform the Construction Management due to the magnitude and particular circumstances of this project. LC Engineering has previously provided successful engineering services to the City and has the expertise to manage this project.

FISCAL IMPACT: \$28,125 from Caltrans Relinquishment funds.

ATTACHMENT: LC Engineering Proposal
Bid Schedule
Scope of Work
Agreement



LC ENGINEERING CONSULTANTS INC.

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES

1/7/2019

CITY OF BRAWLEY

Department of Public Works
Att'n.: Mr. Guillermo Sillas, P.E.
Public Works Director
180 S. Western Avenue
Brawley, Ca. 92227

SUBJECT: STREET REHABILITATION PHASE 11 – 8TH STREET IMPROVEMENTS

LC Engineering Consultants, Inc. (LCE) is pleased to present this proposal to provide the City of Brawley with our Construction management Services for your Street Rehabilitation Phase 11 – 8th Street Improvements Project in the Northern area of the City of Brawley, California.

Our Proposal includes the tasks involved as noted on Exhibit "B" of the documents provided by the City of Brawley on 1/3/2019 for the construction of the above captioned project.

Our cost proposal includes the intermittent use of the assistance of an Assistant Engineer as I, in my capacity as the designated Construction Manager for the Project by LCE may need. The cost for my proposed Assistant Engineer is included in our proposal and will have no additional monetary effect that may impact our cost as provided.

I am attaching herewith the provided Bid Schedule form by your Department in order to calculate our proposed Fee to provide with our Construction Management Services.

Our proposed Fee to provide the Services outlined in said Exhibit "B" is **\$28,125.00 (Twenty Eight Thousand One Hundred Twenty Five Dollars and 00/100).**

Please do not hesitate to contact me should you have any questions on this matter, we look forward to work with the City of Brawley on this project.

Sincerely,
LC ENGINEERING CONSULTANTS, INC.

Mauricio Lam, P.E.
Principal Engineer

cc: Carlos Corrales, P.E./LCE
Files

www.lcec-inc.com
tel 760.353.8110

1065 State Street
El Centro CA 92243

info@lcec-inc.com
fax 760.352.6408

CITY OF BRAWLEY

BID SCHEDULE

STREETS REHABILITATION PHASE 11
8th STREET IMPROVEMENTS
(CONSTRUCTION MANAGEMENT)

SPECIFICATION NO. 2018-05

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR "STREETS REHABILITATION PHASE 11 - 8th STREET IMPROVEMENTS", IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

BID SCHEDULE

(8th STREET Between A Street to a point 3,750 feet north of said intersection)

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
1.	200	HRS	Construction Management (All duties and responsibilities as shown on Exhibit B)	\$ <u>125.00</u>	\$ <u>25,000.00</u>
2.	25	EA	Site Visit (Travel)	\$ <u>125.00</u>	\$ <u>3,125.00</u>

TOTAL FOR BID SCHEDULE \$ 28,125.00

TOTAL BID SCHEDULE IN WORDS: TWENTY EIGHT THOUSAND
ONE HUNDRED TWENTY FIVE
DOLLARS AND 00/100.

NOTES:

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the Total of the Bid Schedule. The bidder shall set forth for each unit basis item for work a unit price and a total for the item, and for each lump-sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City as to any tax or labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The City of Brawley retains the right to award on the basis of bids received or to reject any or all bids.

No conditional bids will be accepted.

The following Addenda have been noted:

N/A

END OF BID SCHEDULE

EXHIBIT B

1. **CONSTRUCTION MANAGEMENT CONSULTANT SCOPE OF SERVICES**

The Consultant will perform these services under the supervision and direction of the City Engineer of the City of Brawley:

- A. Consultant shall provide construction management services to the City of Brawley for the STREETS REHAB PHASE 11 project (8th Street Improvements only).
- B. Consultant shall provide full time inspection for all aspects of the project as identified by the City Engineer.
- C. Consultant will provide plan and specification compliance inspection for the project.
- D. Consultant shall prepare and submit daily reports on construction and inspection activities for the project on a daily basis to the City Engineer. The daily reports shall include, but not limited to, the following:

- 1. Description of work
- 2. Location of work
- 3. Time and Date of when work was completed
- 4. Current weather
- 5. Materials used
- 6. Quantities of completed items
- 7. Photographs
- 8. Equipment used (keeping track of hours on jobsite)
- 9. Personnel (keeping track of hours on jobsite, job category)
- 10. Contractor and Subcontractors present.
- 11. Daily Sign In sheets from Contractor and Subcontractors

ANY OTHER ITEMS AS DIRECTED BY THE CITY ENGINEER

- E. Consultant shall make every effort to reduce costs by minimizing redundant effort and incorporating common or like work product whenever possible.
- F. Consultant shall perform other tasks necessary and proper to assist the City of Brawley with related project(s).
- G. Consultant shall be present for all meetings regarding the related project.
- H. Consultant shall review and provide comments as necessary for all Pay Applications regarding the related project.
- I. Consultant shall request, organize, coordinate and review geotechnical work and reports. All reports shall be submitted to the City of Brawley for record keeping.

- J. Consultant shall request, review and inspect Quality Control survey reports as required by plans and specifications or as deemed necessary by the City Engineer. All reports shall be submitted to the City of Brawley for record keeping.
- K. Consultant shall request and review all tickets for all imported materials and trucking used for the related project. All tickets shall be submitted to the City of Brawley for record keeping.
- L. Consultant shall perform survey services for Quality Acceptance as required by the plans and specifications or as deemed necessary.
- M. If required, the Consultant shall review, prepare Quantity and Cost Estimates, negotiate and coordinate Change Orders with the awarded Contractor.

**CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES .
FOR
STREETS REHABILITATION PHASE 11 - 8TH SREET IMPROVEMENTS
(CONSTRUCTION MANAGEMENT)**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and LC Engineering Consultants Inc. ("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 60 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 Construction Management for Streets Rehabilitation Phase 11 – 8th Street Improvements.
- 4.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services for Streets Rehabilitation Phase 11 – 8th Street Improvements (Construction Management), CA dated January 7, 2019, 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 Twenty Eight Thousand One Hundred Twenty Five Dollars and 00/100 (\$28,125.00) 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;

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: LC Engineering Consultants, Inc
Mauricio Lam, P.E./Principal Engineer
1065 State St.
El Centro, CA 92243
Phone: (760) 353-8110
Fax: (760) 352-6408
E-mail: mauriciolam@lcec-inc.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: _____, 2019.

CITY OF BRAWLEY, CALIFORNIA

By: _____
Rosanna B. Moore, City Manager

ATTEST:

By: _____
Alma Benavides, City Clerk

Dated: _____, 2019.

**CONSULTANT
LC Engineering Consultants Inc.**

By: _____
Mauricio Lam, P.E., Principal Engineer

CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
STREETS REHABILITATION PHASE 11 - 8TH SREET IMPROVEMENTS
(CONSTRUCTION MANAGEMENT)

1.0 General Scope of Work

The General Scope of Work is for Consultant to Provide Professional Engineering Services for Construction Management for Streets Rehabilitation Phase 11 – 8th Street Improvements.

2.0 Specific Scope of Work

2.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services for Streets Rehabilitation Phase 11 – 8th Street Improvements (Construction Management), CA dated January 7, 2019.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Streets Rehabilitation Phase 11 – 8th Street Improvements (Construction Management).

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.

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: *[Signature]*

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

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

SUBJECT: Professional Services Agreement for Geotechnical Services Associated with Project No. 2018-05 Streets Rehabilitation Phase 11

CITY MANAGER RECOMMENDATION: Approve the proposed Agreement for a not to exceed value of \$56,980.

DISCUSSION: On November 19, 2018, the City of Brawley Engineering Department advertised Project No. 2018-05 Streets Rehabilitation Phase 11. The project scope of work includes the asphalt rehabilitation of various streets throughout the City. On December 20, 2018 the City received bids and the lowest responsible bidder was selected. Aggregate Products Inc. will be awarded with the contract on January 15, 2019 Council meeting. On December 21, 2018, the City of Brawley Engineering Department requested proposal for Geotechnical and Materials Testing Services for Project No. 2018-05 Streets Rehabilitation Phase 11. The project scope of work includes Geotechnical and Materials Testing and Inspection Services for the asphalt rehabilitation of various streets.

On January 4 2019 to proposals were received as follows:

Sierra Material Testing and Inspection Inc El Centro, CA	\$51,800.00
Landmark Consultants Inc. El Centro, CA	\$65,225.00

The local bidding preference factor is not shown, as it does not change the low bidder.

FISCAL IMPACT:	Base Bid	\$51,800.00
	10% Contingency:	<u>\$ 5,180.00</u>
		\$56,980.00

Funding Source	Base Bid	10% Contingency	Total
LTA	\$39,295	\$3,929.50	\$43,224.50
Republic Services Franchise	\$4,365	\$436.50	\$4,801.50
Relinquishment	\$8,140	\$814	\$8,954.00

ATTACHMENT: Proposal, Bid Schedule, Agreement



January 4, 2019

Ms. Ana Gutierrez
Labor Compliance/Contracts Officer
City of Brawley Public Works
180 South Western Avenue
Brawley, CA 92227

**SUBJECT: PROPOSAL FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES
STREETS REHAB PHASE 11
FUNDED BY: LTA MEASURE D
Prepared by: Sierra MTI EC19-001**

Ana:

Sierra Material Testing & Inspection (Sierra MTI) is pleased to present this proposal to provide testing and observation services for the Street Rehab Phase 11, LTA Measure D Project in Brawley, California. The following scope of work and costs are based on plans, specifications and Bid Schedule provided by you and our experience on similar projects. Our scope of work will consist of providing onsite personnel to perform observation and testing during concrete, subgrade preparation, aggregate base, asphalt concrete placement and ARAM.

COST

Our cost is based on your provided testing requirements. Our actual fees will be billed on a time and expense basis in accordance with your bid schedule, using a prevailing wage technician rate of \$85 per hour for this project. The fees for providing the outlined services will be \$ 51,800. Bid schedule attached.

CLOSURE

If this proposal is acceptable, please sign and return one copy as our Notice to Proceed or provide us with other suitable authorization. We look forward to working with you on this project. Please feel free to give us a call if you have any questions or comments, or if you need anything else.

Very truly yours,

Sierra Material Testing & Inspection, Inc.

A handwritten signature in black ink, appearing to read 'Alex Rojas', written over a horizontal line.

Alex Rojas
Area Manager

CITY OF BRAWLEY

BID SCHEDULE

**STREETS REHABILITATION PHASE 11
(GEOTECHNICAL TESTING)**

SPECIFICATION NO. 2018-05

I/WE AGREE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS AND PERFORM ALL THE WORK REQUIRED FOR "STREETS REHABILITATION PHASE 11", IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS PREPARED THEREFOR, FOR THE PRICES LISTED BELOW:

BID SCHEDULE 1

(G Street, H Street, I Street, K Street, Edgley Drive, South Plaza Street & South Rio Vista Avenue)

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
1.	272	HRS	Field Testing (Subgrade Compaction Testing, Aggregate Base Compaction Testing, Asphaltic Concrete Compaction Testing/Sampling & Concrete Sampling/Retrievals)	\$ 85.00	\$ 23,120.00
2.	34	EA	Site Visit (Travel)	\$ 0.00	\$ 0.00
3.	3	EA	Maximum Density Testing (Native Material)	\$ 160.00	\$ 480.00
4.	1	EA	Aggregate Base Conformance Testing	\$ 835.00	\$ 835.00
5.	28	EA	Asphalt Conformance Testing	\$ 290.00	\$ 8,120.00
6.	2	EA	ARAM Conformance Testing	\$ 190.00	\$ 380.00
7.	6	SET	Concrete Cylinder Compression Tests (3 Cylinders per Set)	\$ 75.00	\$ 450.00
8.	1	LS	Review & Reports	\$	\$ 3,000.00

BID SCHEDULE 2

(16th Street, 17th Street & 18th Street)

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
1.	24	HRS	Field Testing (Subgrade Compaction Testing, Aggregate Base Compaction Testing, Asphaltic Concrete Compaction Testing/Sampling & Concrete Sampling/Retrievals)	\$ 85.00	\$ 2,040.00
2.	3	EA	Site Visit (Travel)	\$ 0.00	\$ 0.00
3.	3	EA	Asphalt Conformance Testing	\$ 290.00	\$ 870.00

BID SCHEDULE 3

(Alley South of Main Street Between 1st Street and 2nd Street)

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
1.	40	HRS	Field Testing (Subgrade Compaction Testing, Aggregate Base Compaction Testing, Asphaltic Concrete Compaction Testing/Sampling & Concrete Sampling/Retrievals)	\$ 85.00	\$ 3,400.00
2.	5	EA	Site Visit (Travel)	\$ 0.00	\$ 0.00
3.	1	EA	Maximum Density Testing (Native Material)	\$ 160.00	\$ 160.00
4.	2	EA	Asphalt Conformance Testing	\$ 290.00	\$ 580.00
5.	3	SET	Concrete Cylinder Compression Tests (3 Cylinders per Set)	\$ 75.00	\$ 225.00

BID SCHEDULE 4

(8TH STREET Between A Street to a point 3,750 feet north of said intersection)

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
1.	64	HRS	Field Testing (Subgrade Compaction Testing, Aggregate Base Compaction Testing, Asphaltic Concrete Compaction Testing/Sampling & Concrete Sampling/Retrievals)	\$ 85.00	\$ 5,440.00
2.	8	EA	Site Visit (Travel)	\$ 0.00	\$ 0.00
3.	8	EA	Asphalt Conformance Testing	\$ 290.00	\$ 2,320.00
4.	2	EA	ARAM Conformance Testing	\$ 190.00	\$ 380.00

TOTAL FOR BID SCHEDULE \$ 51,800.00

TOTAL BID SCHEDULE IN WORDS: Fifty-one thousand eight hundred dollars

NOTES:

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the Total of the Bid Schedule. The bidder shall set forth for each unit basis item for work a unit price and a total for the item, and for each lump-sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City as to any tax or labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The City of Brawley retains the right to award on the basis of bids received or to reject any or all bids.

No conditional bids will be accepted.

END OF BID SCHEDULE

**CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
STREETS REHABILITATION PHASE 11
(GEOTECHNICAL TESTING)**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Sierra Material Testing and Inspection, Inc. ("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 120 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 Geotechnical Testing for Streets Rehabilitation Phase 11.
- 4.1 Details of Scope of Work are contained in the Proposal for Geotechnical and Materials Testing Services for Streets Rehabilitation Phase 11 dated January 4, 2019, 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 Fifty-One Thousand Eight Hundred Dollars and 00/100 (\$51,800.00) 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 convenes 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: Sierra Material Testing & Inspection
Alex Rojas/Area Manager
1003 Industry Way, Suite A
El Centro, CA 92243
Phone: (760) 337-2067
Fax: (760) 337-1926
E-mail: alex@sierramti.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: _____, 2019.

CITY OF BRAWLEY, CALIFORNIA

By: _____
Rosanna B. Moore, City Manager

ATTEST:

By: _____
Alma Benavides, City Clerk

Dated: _____, 2019.

CONSULTANT
Sierra Material Testing & Inspection

By: _____
Alex Rojas, Area Manager

**CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
STREETS REHABILITATION PHASE 11
(GEOTECHNICAL TESTING)**

1.0 General Scope of Work

The General Scope of Work is for Consultant to Professional Engineering Services for Geotechnical Testing for Streets Rehabilitation Phase 11.

2.0 Specific Scope of Work

- 2.1 Details of Scope of Work are contained in the Proposal for Geotechnical and Materials Testing Services for Streets Rehabilitation Phase 11 dated January 4, 2019.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Streets Rehabilitation Phase 11 (Geotechnical Testing).

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.

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019
City Manager: 

PREPARED BY: Gordon R. Gaste, Development Services Director, AICP, CEP

PRESENTED BY: Rosanna Bayon Moore, City Manager
Gordon R. Gaste, Development Services Director, AICP, CEP

SUBJECT: City of Brawley Service Area Plan

RECOMMENDATION: Concur with the Local Agency Formation Commission (LAFCO) findings and adopt the Service Area Plan by attached Resolution.

DISCUSSION: The California Government Code (G.C. 56425) requires a Service Area Plan (SAP) to be updated at least every five years. The SAP establishes the City's Sphere of Influence (SOI) and service levels. LAFCO approved the SAP on December 13, 2018 and made the following findings:

- a) The Sphere of Influence as requested is in substantial compliance with the provisions of the Government Code.
- b) The Sphere of Influence has been reviewed by the Executive Officer and the Commission along with the Service Area Plan and the City has the capacity and ability to provide the services within the area described.
- c) The Sphere of Influence is a logical boundary of the City of Brawley's future growth.
- d) The Sphere of Influence will provide for logical and orderly development for the City of Brawley.
- e) The Sphere of Influence will provide opportunities for development within the regulatory framework of the City of Brawley, which is consistent with its General Plan and consistent with the urban areas designated in the County's General Plan.

FISCAL IMPACT: N/A

ATTACHMENTS: City Resolution, LAFCO Resolution, Service Area Plan

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, ADOPTING THE CITY OF BRAWLEY SERVICE AREA PLAN.

WHEREAS, the Imperial County Local Agency Formation Commission (LAFCO) approved the Brawley Service Area Plan (SAP) on December 13, 2018; and

WHEREAS, the City Council of the City of Brawley finds the Service Area Plan and Sphere of Influence (SOI) consistent with the Brawley General Plan and Zoning Ordinance; and

WHEREAS, the City Council of the City of Brawley approves the adoption of the Brawley Service Area Plan (SAP) and Sphere of Influence (SOI); and

WHEREAS, approval of the Brawley Service Area Plan will be beneficial to the general welfare of the City of Brawley.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Brawley, California, finds that the recitals above are true and correct.
2. The City Council adopts the Brawley Service Area Plan, and hereto incorporated herein by reference.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 15th day of January 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, 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. 2019- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 15th day of January 2018 and that it was so adopted by the following roll call vote: m/s/c

AYES:
NAYS:
ABSTAIN:
ABSENT:

Dated: January 15, 2019

Alma Benavides, City Clerk

December 18, 2018

City of Brawley
Rosanna B. Moore, City Manager
383 West Main Street
Brawley, CA 92227

Re: City of Brawley Service Area Plan

Ms. Moore:

Enclosed please find Resolution #2018-17 from the Local Agency Formation Commission approving the Service Area Plan/Municipal Service Review for the City of Brawley and re-adopting the Sphere of Influence.

Please provide to us the following:

1. City Resolution approving the Service Area Plan/Municipal Service Review

In addition, full compliance with all conditions must be shown.

Upon receipt of the foregoing we will take the necessary action to complete this Service Area Plan (SAP)/Municipal Service Review(MSR) as expeditiously as possible. If you have any questions or comments, please feel free to contact this Office.

Sincerely,



Paula Graf
Analyst

Enclosure

cc

50 018, 50 001, BR 1-17



RESOLUTION #2018-17

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF IMPERIAL AND APPROVING THE SERVICE AREA PLAN(SAP)/MUNICIPAL SERVICE REVIEW(MSR) FOR THE CITY OF BRAWLEY (BR1-17).

RESOLVED, by the Local Agency Formation Commission of Imperial, State of California, that

WHEREAS, the Service Area Plan for the City of Brawley in the County of Imperial was filed with this Commission and the Executive Officer of this Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer of LAFCO has reviewed and prepared a report on said Service Area Plan, including recommendations thereon; and

WHEREAS, it has been determined that the Service Area Plan/Municipal Service Review has been completed in full compliance with LAFCO rules.

NOW THEREFORE, BE IT DETERMINED, ORDERED AND RESOLVED AS FOLLOWS:

- I: Certify that the Service Area Plan/Municipal Service Review is exempt from CEQA.
- II: Make the finding that this Service Area Plan/Municipal Service Review is in substantial compliance with the provisions of the Cortese-Knox-Hertzberg Reorganization Act of 2000 and the Imperial LAFCO Policy and Procedures.
- III: Make the finding that pursuant to Government Code Sections § 56425 that:
 - a. The Service Area Plan/Municipal Service Review has been reviewed by the Executive Officer and the Commission and the City has the capacity and ability to provide services within the area.
 - b. The Service Area Plan/Municipal Service Review will provide for logical and orderly development for the City.
 - c. The Sphere of Influence currently adopted remains adequate for any projected growth for the City and remains that same.
- IV: The Commission finds that the present land uses within the boundaries of the Service Area Plan/Municipal Service Review are include residential, commercial, industrial, and public services. The land uses intended for these areas were planned by the City to be within the

framework of the City's General Plan guidelines estimating build out both within the City limits and Sphere of Influence.

The Commission finds that the present services available to the areas within the proposed boundaries are limited to those identified in the Plan. Any expansion of services by the City, other than those listed herein would require LAFCO approval.

The Commission finds that the Service Area Plan/Municipal Service Review as provided by the City has the ability to provide services within its current and proposed boundary limits and the document provided indicates that the City has a plan whereby it can provide these services. The City must however make every effort to implement the recommended actions and any other actions to continue viability.

The Commission finds that there are no known social or economic communities of interest in the areas.

- V: Since there have been no protests received, the Commission adopts and approves the Service Area Plan/Municipal Service Review as attached and re-adopts the current Sphere of Influence.

PASSED, ADOPTED AND APPROVED this 13th day of **December 2018** by the Local Agency Formation Commission and the following roll call votes:

AYES: Froelich, Jackson, Kelley, Castillo, West

NAYS: None

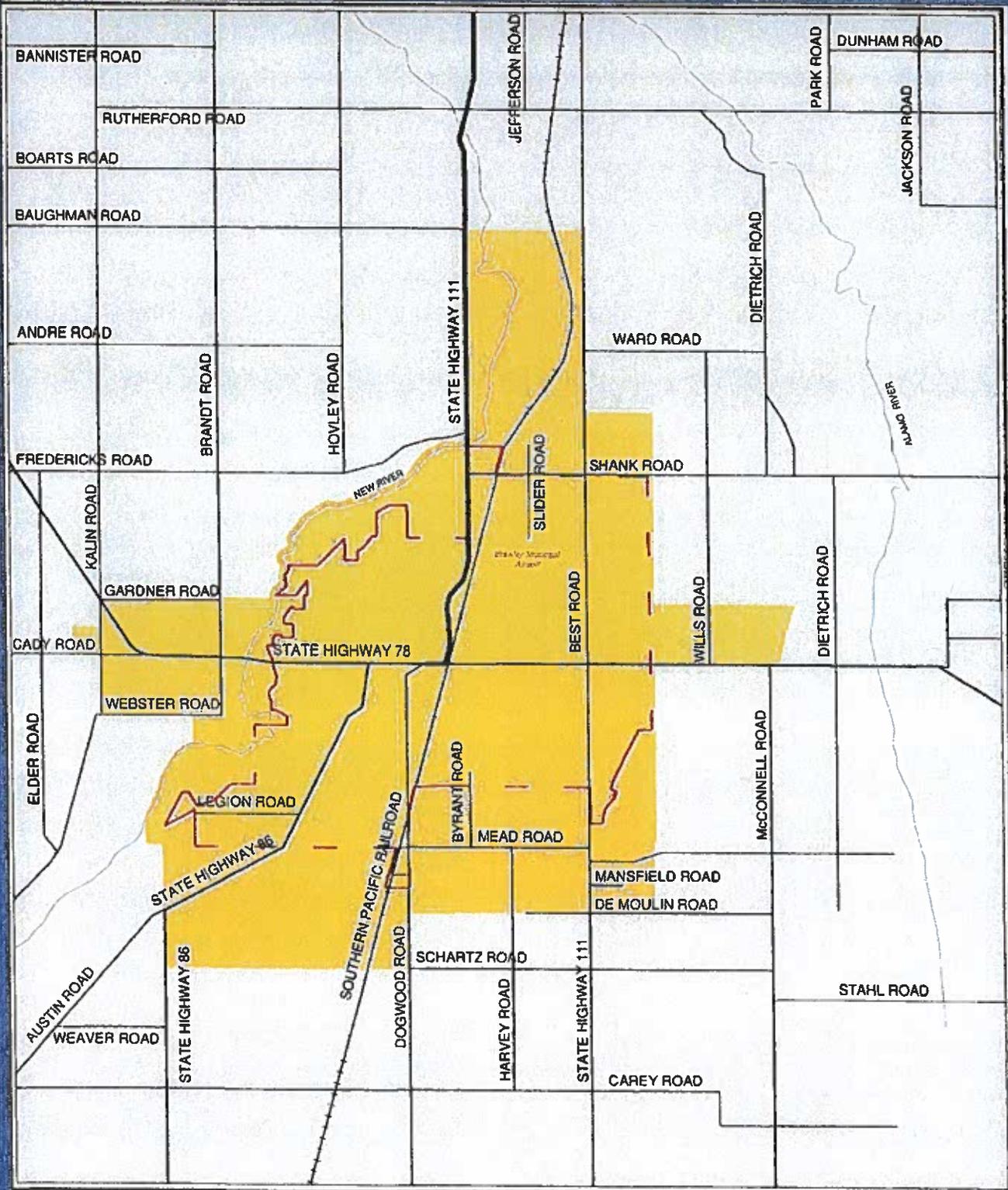
ABSENT: None

ABSTAIN: None

Maria Nava-Froelich, Chair



Jurg Heuberger, Executive Officer



Brawley

Imperial County Local Agency Formation Commission
 1122 W State Street, Suite D
 El Centro, CA 92243

Sphere of Influence as of 12/13/18
 Boundaries as of 12/13/18



EXHIBIT A

**CITY OF BRAWLEY
FINAL
SERVICE AREA PLAN**

Prepared for:

City of Brawley
400 Main Street
Brawley, California 92227

and

Local Agency Formation Commission
Imperial County
509 South Eighth Street
El Centro, California 92243

Prepared by:

City of Brawley Planning Department
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December 2018

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Acronyms

AB	Assembly Bill
AC	asbestos cement
ADT	average daily traffic
BEIF	Border Environment Infrastructure Funding
BESD	Brawley Elementary School District
BUHSD	Brawley Union High School District
Caltrans	California Department of Transportation
CFD	Community Facilities District
CFDs	Community Facility Districts
CI	cast iron
CIP	Capital Improvement Program
DIF Study	Development Impact Fee Justification Study
FTE	full-time employee
FY	fiscal year
I-	Interstate
IID	Imperial Irrigation District
ISO	Insurance Services Office, Commercial Risk Services, Inc.
kV	kilovolt
KWh	kilowatt hours
LAFCO	Local Agency Formation Commission
LAMBS	Literacy and Mobile Book Services
LOS	level of service
LVA/IV	Literacy Volunteers of America/Imperial Valley
MG	million gallons
MGD	million gallons per day
MW	megawatts
PVC	polyvinyl chloride
RWQCB	Regional Water Quality Control Board
SAP	Service Area Plan
SCAG	Southern California Association of Governments
sf	square feet
SOI	Sphere of Influence
SR-	State Route
WTP	Water Treatment Plant
WWTP	wastewater treatment plant

1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Service Area Plan (SAP) is intended to demonstrate the City of Brawley's (City's) intent and ability to provide adequate services within the City limits, including the Sphere of Influence (SOI) boundaries, as defined by the Imperial Valley Local Agency Formation Commission, at the time of annexation. This document outlines the City's existing public services and facilities, estimates their current and future anticipated demand, and describes how necessary facilities and services will or may be developed and extended to meet demands. Future growth is evaluated over a 20-year period (2010–2030) using United States Census data from 2010 and future population projections until 2030 from the City's General Plan. The City of Brawley's 2008 General Plan guides the City's growth and provides buildout estimates both within the City limits and the SOI.

As the third largest city in Imperial County, Brawley's 2010 population was reported to be 24,953 (United States Census Bureau 2010). The California Department of Finance estimates that the 2017 population is 26,928. Existing development within the City includes a variety of residential, commercial, and industrial land uses, as well as public services such as schools, parks, and other administrative City facilities. Areas within the Brawley SOI are primarily farmland or vacant land; however, General Plan land use designations in the SOI include some industrial, public facility, and residential land uses.

The following is a brief summary of the facilities, existing adequacy and needs, and future demand for the public services and facilities areas examined in this SAP. Also, facilities' needs, costs, and financing methods are shown in Table 1-1. It should be noted that the following discussion is substantially abbreviated from that contained in the rest of the document and is not meant to replace the comprehensive discussion provided in Sections 2 through 5 of this SAP.

Table 1.1 Summary of Facility Needs

Facilities' Needs through 2030 ¹	Costs (2010 DIF Study ²)	Fiscal Year 2016/2017 Budget	Financing Methods
<i>Fire Protection</i>			
<ul style="list-style-type: none"> • New Fire Station and Substations (47,964 square feet [sf]) • Fire Engines (3) • Utility Vehicle (3) • Ladder Truck (1) • Rescue Vehicle (1) • Staff Vehicle (1) • Command Vehicle (1) • Full-time Fire Fighters (48) 	\$12,951,000	\$2,869,001	<ul style="list-style-type: none"> • Development Impact Fees (57.94%) • Other (42.06%) General Fund, General Taxes, Motor Vehicle License Fee, Benefit Assessment, Exactions, Mello-Roos Community Facilities Assessments, Special Tax For Fire Services, Grants
<i>Law Enforcement</i>			
<ul style="list-style-type: none"> • Police Station (8,305 sf) • Marked Patrol Car (11) • Sworn Officers (57) • Non-Sworn Officers (28) • Portable Vehicle Radio (9) • Portable Officer Radio (41) 	\$13,854,148	\$5,915,508	<ul style="list-style-type: none"> • Development Impact Fees (56.81%) • Other (43.19%) General Taxes, Mello-Roos Community Facilities Tax, Special Tax For Police Services, Development Impact Fees, Exactions

Facilities' Needs through 2030 ¹	Costs (2010 DIF Study ²)	Fiscal Year 2016/2017 Budget	Financing Methods
<i>Library</i>			
<ul style="list-style-type: none"> • Library (5,514 sf) • Satellite Library (3,491 sf) • 48,946 books • Library Staff (21) • Literacy Space (2,979 sf) • Computer Science Space (4,468 sf) 	\$8,359,516	\$626,001	<ul style="list-style-type: none"> • Development Impact Fees (100.00%)
<i>Parks and Recreation</i>			
<ul style="list-style-type: none"> • Community Center (23,028 sf) • Mini Park (6.52–21.52 acres) • Developed Parkland (70.33 acres) 	\$30,870,932	\$1,587,504	<ul style="list-style-type: none"> • Development Impact Fees (100.00%)
<i>Circulation</i>			
<ul style="list-style-type: none"> • Roadway projects involving construction, resurfacing, extending, rehabilitating, and widening along 32 roadway segments. 	\$78,619,000	\$4,540,000	<ul style="list-style-type: none"> • Development Impact Fees (93.16%) • Other (6.84%) Gas Tax, Assessment Districts, Redevelopment Funds, Development Impact Fees, Community Development Block Grants, Exactions
<i>Wastewater</i>			
<ul style="list-style-type: none"> • Projects identified in the 2013 Wastewater Master Plan. 	\$35,872,344	\$2,398,911	<ul style="list-style-type: none"> • Development Impact Fees (37.14%) • Other (62.86%) User Fees (Sewer Availability Fees), New Development
<i>Water</i>			
<ul style="list-style-type: none"> • Projects identified in the 2012 Water Master Plan. 	\$139,740,000	\$7,814,703	Financing methods include Development Impact Fees, Assessment Districts, Bonds and Grants.
¹ Facilities' needs are based on a projected population of 59,564 residents within the Brawley City limits and SOI and the City's population-based standards for facilities. Needs may differ from those identified in the DIF Study due to correspondence with City staff and updated population projections for Brawley since 2010. ² DIF Study = Development Impact Fee Justification Study N/A = not applicable			

1.2 PUBLIC SERVICES AND FACILITIES

1.2.1 Administrative Facilities

Administrative facilities are centrally (and primarily) located in the City Hall Complex, which provides office space for many of the administrative functions for the City. Many City departments have offices in sites other than the City Hall Complex. Existing facilities include Public Works Building, Development Services Building, City Hall Complex, Lions Center, Fire Station No. 2 and Brawley Police Department. The square footage of both the City Council Chambers and the City Hall Complex are above the City's population-based standards, and the Public Works/Engineering Building is below the City's standard. Future recommendations for administrative facilities include periodic review of facilities through the preparation of annual reports to identify staffing and budgetary needs as City growth continues to increase the demand of facilities and staff.

1.2.2 Flood Control/Drainage Facilities

The study area lies within the established jurisdictional boundaries of Imperial County and the Imperial Irrigation District (IID) and is not designated by the National Flood Insurance Program as being in a flood plain. The IID maintains hundreds of irrigation drainage structures, which collect surface water runoff and subsurface drainage from thousands of miles of agriculture drains and channels. The City's drainage system is located within its urban area, and the City is responsible for planning, construction, and maintenance of its system. Approximately half of the City's drainage system is currently combined with the City's sewer system.

Most of the flat irrigated valley, with its low-lying canal/drain systems, is subject to minor, shallow flooding and ponding. In addition, approximately half of the City's drainage system is currently combined with the City's sewer system, which has caused the wastewater treatment plant to overload during rainstorm events. Future development within the SOI may be required to construct grass-lined detention basins, curbs and gutters, catch basins, and underground storm drains, and may be required to relocate and underground the existing canals and drains. Funding may be obtained from impact fees, assessment districts, development bonds, and Mello Roos Districts. Funding responsibilities for project-related facilities would remain with the developers and secured prior to construction.

Through 2030, it is recommended that the City continue to require that new development projects address potential drainage issues and provide adequate facilities to convey storm flow. If developments would drain into facilities of the City's system, the developer would be required to consult with the Department of Public Works to assure that improvements are engineered and constructed to City standards. The City may choose to construct storm drain improvements linking the study area to other developed areas in the City and may include storm drains, open channels, detention basins, and outlets to IID facilities.

1.2.3 Fire Facilities

The City of Brawley provides fire suppression, fire protection, and emergency medical services within the current City limits to both residential and commercial structures and to both citizens and employees in Brawley. Currently, Imperial County contracts with the City to provide personnel for fire suppression in the unincorporated area surrounding the City. The existing

facilities include a main fire station and substation, four fire engines, two utility vehicles, one ladder truck, one rescue vehicle, and a command vehicle. There are currently 18 fire department staff and several call-paid reserves.

The current fire insurance classification for the City of Brawley continues to be appropriate; however, the ratio of firefighters per 1,000 population is less than the recommended level. The services provided by Imperial County to provide personnel for fire suppression in the unincorporated area surrounding the City are not adequate to service the SOI. The following facilities are below the City's performance standards: main fire station, fire substation, fire engine, ladder truck, rescue vehicle, utility vehicle, staff vehicle, and command vehicle.

Through the year 2030, the City's future fire department demands will require an increase in facilities by a total of 47,964 additional square feet allocated between a new fire station and substations. In addition, two fire engines, two utility vehicles, one ladder truck, one rescue vehicle, one staff vehicle, and one command vehicle will be needed to meet standards for the projected 2030 population. Lastly, based on a 2030 population of 59,564 residents, a total of 60 full-time firefighters will be needed by the year 2030. It is recommended that the City pursue additional finances to fund additional, personnel, equipment, and vehicles of the Fire Department and to hire additional full-time firefighters to meet the City's population-based standard of 1 firefighter per 1,000 population.

1.2.4 Law Enforcement Facilities

The Brawley Police Department is the primary law enforcement agency serving residents of Brawley within City boundaries. The Brawley Police Department operates out of one police station located within the Civic Center. Sworn officers patrol the City and respond to reports of crime, requests for law enforcement services and emergencies. Non-sworn personnel are responsible for graffiti abatement, general labor, a number of administrative tasks and provide dispatch services for the Brawley, Westmorland and Calipatria Police and Fire Departments. Existing facilities include: a police station, 15 marked patrol cars, 17 police vehicle mobile radios, 1 police motorcycle radio, and 49 portable officer radios. The Brawley Police Department has 33 sworn officers, down from 35 following the loss of grant funds, and 14 fulltime and 3 part-time non-sworn personnel.

The Brawley Police Department has an average response time to priority calls within the City limits of 7 minutes. Patrol staffing levels consist of one supervisor and four officers most days and nights; however, staffing shortages frequently lower the number of on-duty sworn officers to a supervisor and two officers at times. Population-based standards indicate the current staffing levels for sworn officers and non-sworn personnel are currently deficient. The number of marked patrol cars, sworn officers, portable vehicle radios, and patrol cars are not adequate to meet the City's population-based standards.

The demand for future facilities to meet the projected population-based needs in 2030 is significant. The current footprint of the police department does not allow for future growth at a rate that correlates with the projected population of 59,654 in 2030. Thought should be given to relocating the police department to another city-owned site with sufficient room for growth capable of accommodating the necessary increases in fleet and employee parking. City standards would necessitate a 32,105 square-foot police facility to accommodate for the increase in population and police services.

Police staffing allocations and deployment requirements is a complex endeavor which requires consideration of an extensive series of factors and a sizeable body of reliable, current information. The ratio of full time officers per 1,000 residents varies depending on a number of factors aside from population. Based on the formula outlined in Table 4.4-1 Performance Standards – Law Enforcement Facilities the police department staffing should include 89 full time officers and 44 non-sworn personnel by the year 2030. This represents an increase of 56 sworn officers and 30 non-sworn personnel. Additional marked patrol vehicles and unmarked vehicles would be required to

service the community, which carry the accompanying requirement for additional equipment needs.

As development occurs within the City and through annexation, project applicants will be required to evaluate their project's fiscal impact on existing and future public safety services. Lastly, it is recommended that the City obtain additional personnel and facilities to meet the existing and future deficit identified according to the population-based standard for police services and facilities, and to continue the periodic review of number of calls and response times to determine the adequacy of existing service and any need for improvement or additional resources.

1.2.5 Library Facilities

The City of Brawley owns and operates a 6,515-square-foot library facility in Plaza Park near City Hall that serves the entire population of the City of Brawley from one facility. Facilities at this branch include 59,637 books and currently include three full-time and five part-time employees. The Del Rio Branch Library, 2400 sq.ft is at 1501 I Street and is co-located on the ICOE Del Rio School Site. None of the City's standards for library facilities and required staffing levels are currently being met.

Through the year 2030, the City's future demand for library facilities includes an additional 5,514 square feet of public library space, 2,979 square feet of literacy space, and 4,468 square feet of computer center space. With the expansion from 56,832 to 126,054 books, the City will meet its population-based standard of 2 volumes per capita by 2030. A total of 21 additional full-time staff will be needed by the year 2030.

The City of Brawley should periodically review the facilities and personnel of the library system through the preparation of annual reports to identify staffing and budgetary concerns as City growth continues to increase the demand on library facilities and staff. Also, the City should continue to utilize General Fund revenue as the primary source for financing library services, review the allocation of General Fund finances in light of the State recommendation that local libraries receive 5% of local general fund resources, collect fees established in the DIF Study to meet the library facilities' demands for future development, apply for all possible library funding opportunities from the State, and accept donations of money and/or supplies as a means of augmenting library services while conserving allocated finances.

A 32-foot Literacy and Mobile Book Services Recreational Vehicle travels throughout Imperial County. LAMBS is grant-funded through First Five Imperial and targets children aged 0-5, their parents & care givers.

1.2.6 Parks and Recreation Facilities

The Department of Parks, Recreation, and Community Services is made up of four divisions: Parks, Recreation, Senior Citizens, and Grounds and Facility Maintenance. The City also provides local recreation programs and services for children, adults, and seniors at City facilities and in conjunction with the local school districts. Existing facilities include 0.78 acre of Mini- Parks, 31.44 acres of Neighborhood Parks, 90.55 acres of Community Parks, and five Community Center facilities totaling approximately 60,600 square feet. There are currently 9 full-time employees and numerous part-time employees in the department.

Existing developed parkland acres and maintenance staffing levels are adequate for Community Centers, Neighborhood Parks, Community Parks, and Developed Parkland; however, Mini Parks do not meet the population-based standards per the 2010 Census population for Brawley. Based on the City's population-based standards with the projected population for 2030, an additional 23,028 square feet of Community Center facilities is needed. Also, between 6.52 and 21.52 acres of additional Mini Parks and 70.33 acres of additional Developed Parkland would be needed by 2030.

In addition to development impact fees, the City will encourage and, where appropriate, require the

inclusion of recreation facilities and open space within future residential, industrial, and commercial developments. The City will require the dedication of parkland, payment of an in lieu fee, or a combination of both as a condition of new residential development pursuant to the Quimby Act and will continue the use of assessment districts and Adopt-A-Park program to obtain and maintain parkland. Lastly, the City will continue to require all new subdivisions to fund the development and maintenance of parks through assessment districts and will continue to pursue joint-use opportunities with the Brawley School District and the Brawley Union High School District

1.2.7 Circulation Facilities

The City of Brawley owns and maintains local public streets within the City, and Imperial County owns and maintains local public roads in the unincorporated area. State Routes are owned and maintained by the State within both the City and unincorporated areas. The circulation system within the City is oriented in a north/south and east/west grid system. The City's roadway types include Expressway, Prime Arterial, Minor Arterial, Collector, Local Collector, Residential, Industrial Collector, and Industrial Local roadways.

The City's circulation facilities are generally found to operate at acceptable levels. Extension of roadways and creation of additional roadways will be needed as development occurs within the City limits and the SOI. As residential, commercial, and industrial development continue within the City boundaries and SOI, the City will need to continue to upgrade and improve existing roadways and create new roadways in order to maintain a service level that is in keeping with the goals established in the City's Circulation Plan.

The City of Brawley will continue to implement circulation system improvement projects included in the DIF Study as needed by projected future development within the City and maintain a level of service (LOS) C as a threshold standard to monitor the performance of community roadways. The City will require the preparation of a traffic analysis for major development proposals to identify potential impacts on the City circulation system and identify necessary physical improvements to maintain LOS C, both for new onsite streets as well as existing offsite streets that will be impacted by project traffic. As traffic volumes approach or exceed LOS C, the City will design improvements to increase the capacity restriping, restricting on-street parking, improving signal timing, widening intersections, and taking other appropriate measures. The City will also take actions to decrease the demand for vehicular transportation, such as promoting transit service, bicycle, pedestrian, and equestrian facilities.

1.2.8 Wastewater Facilities

The City of Brawley provides wastewater collection, treatment and disposal services from residential, commercial, and industrial uses, and the City Public Works Department plans, constructs, and maintains the sewage system, which includes a collection network of pipes and a wastewater treatment plant (WWTP). The City's wastewater collection system is a gravity flow system, approximately half of which is a combined sanitary and storm sewer system.

Currently, the City manages an existing sewer system that includes a 5.9-Million Gallon Per Day (MGD) WWTP, three sewage pump stations, approximately 2.1 miles of forcemain, 77 miles of gravity sewer pipeline, and approximately 1,440 manholes. The combined system is located approximately between the borders of River Drive to the north, Best avenue to the east, Malan Street to the south, and the western-most boundary, which abuts the New River. There are hundreds of inlets throughout this area to collect stormwater runoff and discharge it to the sewer system.

In addition to the sewer/combined system, the City also manages a separate storm drain system. This system consists of approximately 17 miles of gravity pipeline, hundreds of inlets, 6 to 8 detention basins, three stormwater pump stations, and approximately 300 feet of forcemain. In addition, the City has recently acquired the Bryant Drain from IID and will be undergrounding

a portion of it. Most of the older portion of the system discharge to the New River at various locations, while the newer systems discharge to individual detention basins sized for the 100-year storm. Much of the runoff collected in these basins evaporates and infiltrates into the ground, while a small pump stations pumps runoff to the nearest gravity storm system. It is recommended that the City implement improvement projects in the upcoming 2013 Wastewater Master Plan and the DIF Study as funds become available and as deemed necessary by the Director of the Department of Public Works. The City must also ensure that the City's WWTP operation is in compliance with discharge requirements of the California Regional Water Quality Control Board (RWQCB) Colorado River Basin Region 7.

1.2.9 Water Facilities

Currently, the City of Brawley (City) manages an existing water system that includes two (2) raw water storage reservoirs, a water treatment plant (WTP), two (2) clearwell storage tanks, a distribution water pump station located at the WTP, one treated water storage tank with booster pump station, and approximately 100 miles of 2-inch to 36-inch water pipeline. The City consists of one pressure zone and serves approximately 5,900 potable water service connections.

The City purchases Colorado River water from the Imperial Irrigation District (IID) via the All American Canal system and, ultimately, is supplied to the Water Treatment Plant via the 19 MGD capacity Mansfield Canal. Raw water is treated at the City's 15 MGD capacity Water Treatment Plant, which can be modified or expanded to accommodate future growth. The WTP's power supply is backed up with a 1,000 kW diesel generator that has adequate capacity and fuel to run the entire plant for 60 days.

The City currently has 40 MG of raw water storage and 6 MG of treated water storage located at the Water Treatment Plant. In addition, they have a 3 MG treated water storage tank located near the Airport. Currently, treated water is pumped to the City's single pressure zone via five (5) 4,000 gpm pumps located at the WTP. In addition, there are three (3) 1,600 gpm booster pump station that supplies water from the Airport tank. All residential customers now have water meters along with many of the business/commercial customers.

Going forward, the City will require water meters on all new construction and development and consider implementing a program to install meters on all existing water services. Once adopted, the implementation of the improvement projects recommended in the updated Water Master Plan and the DIF Study will be a priority as funds become available and as deemed necessary by the Director of the Department of Public Works. Also, the City will continue to periodically review the water rate and financing structure to assure adequate funding for the implementation of new projects and the maintenance of existing facilities, as well as require that system improvements conducted by the City or a private developer shall be designed to conform to relevant Federal, State, and local regulations. Finally, the City will continue to promote water conservation by requiring all new developments to install low-flow showers and toilets and may implement a low-flow replacement program for showers and toilets in existing facilities.

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2.0 INTRODUCTION

2.1 BACKGROUND ON THE CITY OF BRAWLEY

The City of Brawley is located in the Imperial Valley of Imperial County, California, approximately 13 miles north of Interstate (I-) 8 and the City of El Centro. Regional access to Brawley is provided by State Route (SR-) 86 and SR-111, which extend north from I-8 and pass through the City to connect with I-10 near the City of Coachella in Riverside County. SR-78 is Main Street within the City and extends from San Diego County to connect with I-10 near the City of Blythe in eastern Riverside County. The City and its Sphere of Influence (SOI) are not adjacent to any other cities or areas of urban development, and the nearest such communities are the cities of Westmorland approximately 6 miles to the northwest, Imperial approximately 6 miles to the south, and Calipatria approximately 8 miles to the north. There are residential, commercial, and industrial land uses in the City, as well as public services such as schools, parks, and City facilities. The current City and SOI boundaries, depicted on Figure 2.1, consist of approximately 4,902 and 5,943 acres, respectively, for a combined total of approximately 10,845 acres.

The City provides an array of services including flood control, fire protection, emergency medical care, law enforcement, library services, recreation and parks, maintenance of local roadways, wastewater collection, treatment and disposal, water treatment and distribution, and all City Hall services within the incorporated limits. These services will be provided to areas within the SOI after they are annexed. The City already provides water and wastewater treatment to some areas in the SOI.

The City's General Plan provides a structure for development and planning within the City and the City's SOI. To guide planning within the area, the Land Use Element includes ten major land use designations: Agriculture, Rural Residential, Low-Density Residential, Medium-Density Residential, Commercial, Light Industrial/Business Park, Industrial, Public Facilities, Open Space, and Special Study Areas. Master planning for City services is an ongoing process and is intended to define facilities required to serve ultimate future development in accordance with the City's current General Plan. This Service Area Plan (SAP) is based on the recommended facilities and cost estimates from the water master plan and wastewater master plans.

2.2 PURPOSE OF THE SERVICE AREA PLAN

This SAP has been prepared for the City in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which requires that such a plan identifying the existing and projected demand for public facilities and services be prepared by all incorporated cities and special districts within the State. The 2000 legislation is specifically implemented by the Imperial County Local Agency Formation Commission (LAFCO), whose policy states that a SAP must be implemented by a city within its jurisdiction prior to any formal annexation of land into that city's boundaries.

The City witnessed a substantial increase in land development activity between 2000 and 2010. After several years of recession, growth is once again picking up. In response, the City has initiated studies and programs to plan for infrastructure and service improvements necessary to accommodate new development. These studies and programs are described below.

Development Impact Fee Justification Study

A Development Impact Fee Justification Study (DIF Study; David Taussig & Associates 2010) was prepared to enable the City to update its development impact fees and ensure that all new development pays its "fair share" of the cost of new facilities required to meet the increased demand for such facilities. The study ensures that the increased development impact fees comply with the requirements of Assembly Bill (AB) 1600 (Government Code Section 66000 et seq.) that there be a nexus between the amount of the fee and the public facility impact of the developments on which the fees are imposed. The updated DIF Study is dated September 20, 2010.

Fiscal Impact Studies

The recent land development proposals received by the City have generally involved larger developments, including specific plans for annexation of previously unincorporated property that represent substantial population growth and demands for increased City, as well as County, services. In response, the City requires Fiscal Impact Studies to determine whether revenue from an increase in property tax and other sources would offset the cost to the City and County of providing an increased level of public services.

Community Facilities Districts

In partial compensation for the increased cost of providing services and in accordance with the Mello-Roos Community Facilities Act of 1982, the City has required the formation of a Community Facilities District (CFD) for larger new developments in order to cover the annual cost of increased City services. This has included the costs for maintenance of parks, pathways, and open space; for increased police and fire protection services; and for other services unique to the property within the CFD. These costs are a special tax on developed property that is assessed on a per-dwelling-unit or per-acre basis for both residential and non-residential developed properties, and they are collected annually. Typically, the CFDs enable a 2% per year increase in the maximum special tax.

Public Facility Master Plans

The Public Facility Master Plan(s) will be updated as needed and are dependent upon the amount of new development and not upon the adoption of the draft Development Impact Fee Study and/or impact fees.

2.3 ORGANIZATION AND USE OF THE SERVICE AREA PLAN

This SAP outlines the City's existing public services and facilities, estimates the current and future anticipated demand for such facilities and services, and describes how necessary facilities and services will or may be developed and extended to meet demands. The SAP is intended to demonstrate the City's intent and ability to provide adequate services to the SOI boundaries at the time of annexation. An approximately 20-year planning horizon is used to forecast growth, and the estimated demands and provision to meet demands are based on population projections until 2030. The population projections used in this document between the years 2010 and 2030 were taken from housing and population projections included in the DIF Study, prepared and submitted to the City by David Taussig and Associates, and the City's General Plan. The 2010 population was taken from the 2010 Census and the most recent numbers are provided by the California Department of Finance.

-  City Boundary
-  City Sphere Of Influence

Source: Imperial County Assessor's Office, July 2007

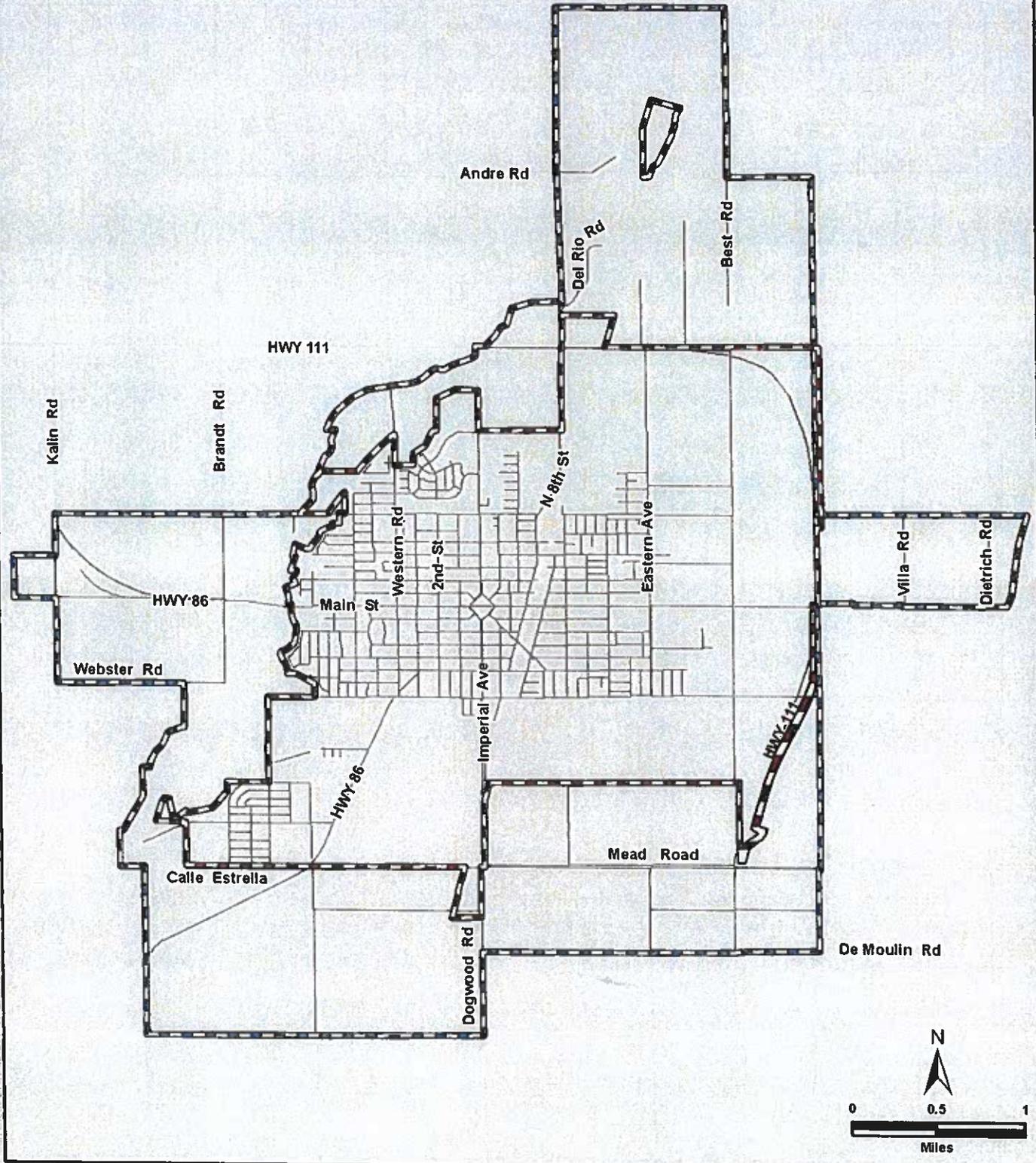


Figure 2.1
Sphere of Influence Boundary
City of Brawley Service Area Plan



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This document is organized into the following six chapters that satisfy the requirements set forth in the LAFCO guidelines.

Chapter 1.0 EXECUTIVE SUMMARY: Provides a brief summary of the SAP, highlighting key information regarding demand and financing.

Chapter 2.0 INTRODUCTION: Outlines the purpose and intent of the SAP and presents the layout of the SAP to help the reader use the document. This chapter describes the background of the City and the planning documents that enabled the preparation of the SAP.

Chapter 3.0 GROWTH PROJECTIONS: Provides general information about projected population, current and future land use trends in the City and the City's projected SOI, and the implications of these trends for the development of City services and facilities.

Chapter 4.0 FACILITIES AND SERVICES: Details the current and planned facilities and services, their current and projected adequacy, measures to ensure adequacy, and how such measures will be achieved and financed. An analysis of the following facilities and services are provided:

- Administration
- Flood Control/Drainage
- Fire
- Law Enforcement
- Library
- Parks and Recreation
- Circulation
- Wastewater
- Water

Analysis for each public service and facilities area in the SAP is based on the standards developed by LAFCO. Each subchapter of Chapter 4 contains the following sections:

- **Performance Standard:** A description of any standards or goals that have been adopted by the City to review the adequacy of services within existing and future timeframes.
- **Facility Planning and Adequacy Analysis:** An inventory of the existing facilities, the adequacy of the facilities when compared to existing demands, the anticipated demand for facilities pursuant to growth of the City, and the phasing of the demand for facilities.
- **Financing:** An explanation and identification of how services and facilities are currently being funded and how future services and facilities may be funded.
- **Recommendation:** A series of recommendations to ensure that adequate facilities will be provided and that proper levels of service will be maintained.

Figures are provided within the various sections of Chapter 4 showing City maps and the relationship of existing and planned facilities to anticipated growth within City boundaries and the SOI.

Chapter 5.0 FINANCING: Identifies all of the potential funding mechanisms for public services and facilities provision that are available to the City.

3.0 GROWTH AND PHASING PROJECTIONS

3.1 EXISTING LAND USE

The City includes a variety of residential, commercial, and industrial land uses, as well as public services such as schools, parks, and City facilities. Vacant land designated for residential use primarily exists in the southwestern part of the City, with smaller areas designated for residential use in the north.

The City's SOI boundary, according to the City's General Plan, consists of approximately 5,666 acres outside the existing boundaries of the City. The SOI boundary is depicted on Figure 2.1 and is generally defined as follows:

- On the north by Baughman Road and Ward Road
- On the west by Kalin Road
- On the south by De Moulin Drive
- On the east between County Road 8055 and Dietrich Road

Uses outside the City limits are primarily farmland or vacant land. Occasional commercial uses such as farm equipment and services, and farm residences also occur within the SOI. Agricultural operations include field crops such as alfalfa, bermudagrass, and sudangrass; vegetable and melon crops such as lettuce, carrots, onions, and broccoli; and grazing land. Other land uses in the existing SOI include a golf course (Del Rio Country Club) and the City's wastewater treatment plant; both are located north of the City near SR-111. A small residential area, known as the Poe Colonia near SR-78/86 at Cady Road, is located west of the City.¹

3.2 PLANNED LAND USE

Planned land uses in the City are governed by the provisions of the City of Brawley Zoning Ordinance and are guided by the land use plan, and the goals and policies presented in the City's General Plan. By implementing the land use plan and the goals and policies of the General Plan Land Use Element, the City dictates what type of land uses are allowed throughout specific areas within its boundaries. The General Plan Land Use Element lists the following land use designations: Agriculture, Rural Residential, Low-Density Residential, Medium-Density Residential, Commercial, Light Industrial/Business Park, Industrial, Public Facilities, Open Space, and Special Study Areas. Land use designations within the City and proposed SOI boundaries per the City's General Plan are shown in Figure 3.1.

Through the implementation of the General Plan and the application of the land use designations, the City is able to foresee where and to what extent growth would occur within its boundaries and the proposed SOI boundaries. Generally speaking, the City's land use policy encourages infill development within the boundaries of existing developed areas and/or vacant lands instead of new development of agricultural lands in order to best utilize existing facilities and services.

¹ A *colonia* is defined by State and Federal housing guidelines as a residential area within 150 miles of the U.S./Mexico border that has a concentration of low-income households and lacks a permanent potable water supply and sewage system. The State provides block grant funds to assist local communities in providing public services to colonias. Accordingly, the City has extended sewer and water lines to serve the Poe Colonia.

This SAP anticipates that future growth and the increased demand for public services will occur almost entirely within the area designated for urban land uses depicted on Figure 3.1. Much of the City's proposed SOI is designated Agricultural in the Brawley General Plan, but a variety of other land use designations are also found in the proposed SOI including the following: Low Density Residential, Medium Density Residential, Public Facilities, Commercial, Open Space, Industrial, and Light Industrial. It is assumed that all of the land within the City's proposed SOI will one day be annexed into the City proper. The General Plan does not provide a specific schedule for the annexation of land to the City.

Eight special study areas, as shown in Figure 3.2, are also identified in the General Plan: (1) Luckey Ranch, (2) Rancho-Porter, (3) Villages of Sonata, (4) La Paloma, (5) East Village District III, (6) Civic Center District I, (7) West Village District II, and (8) Gateway. The City will consider the preparation of Specific Plans for these areas to ensure appropriate development in these areas. Special study areas within the City may include City-approved master planned developments, known as Approved Specific Plans; areas that include proposed large-scale master planned developments that have not been approved, known as Proposed Specific Plans; and areas that are intended to promote a mixture of commercial and residential uses in central Brawley, known as the Downtown Overlay Districts. The Downtown Specific Plan was adopted after the 2008 General Plan in 2010 and may add up to 150 new residential units or 420² additional residents beyond the buildout projections of the General Plan for 2030.

3.3 PROJECTED POPULATION INCREASE

Between 2000 and 2010, the population in the City of Brawley increased by 2,901 persons (13.2 percent) for a total of 24,953 in 2010. During this same decade, the Imperial County population grew by about 22 percent, by comparison. The 2010 population of 24,953 was taken from the 2010 Census. The California Department of Finance estimates that the population of Brawley is 26,928 as of January 1, 2017.

The planning period for this Service Area Plan will include growth projections between 2010 through 2030. Population projections used in the Service Area Plan are derived from the City's 2008 General Plan, dated September 2008. Based on the City's General Plan, the expected average household size is 3.74 for single family residential and 2.80 for multi-family residential. The results of the 2030 projections are presented in Table 3.3.1. The estimated 34,611 new residents expected by 2030, an increase of about 139 percent, results in a year 2030 population estimate of 59,564 for the Brawley Planning Area.

Table 3.3-1 Population Growth Projections City of Brawley, 2010–2030

Residential Land Use	Expected Residents	Expected Housing Units	Average Household Size
Residential Single Family	21,432	5,735	3.74
Residential Multi-Family	13,179	4,702	2.80
Residential Total	34,611	10,437	3.32

Source: DIF Study, September 2010

² Assuming 2.80 persons per multi-family household from the 2008 General Plan, 150 new residential units would support an estimated 486 residents.

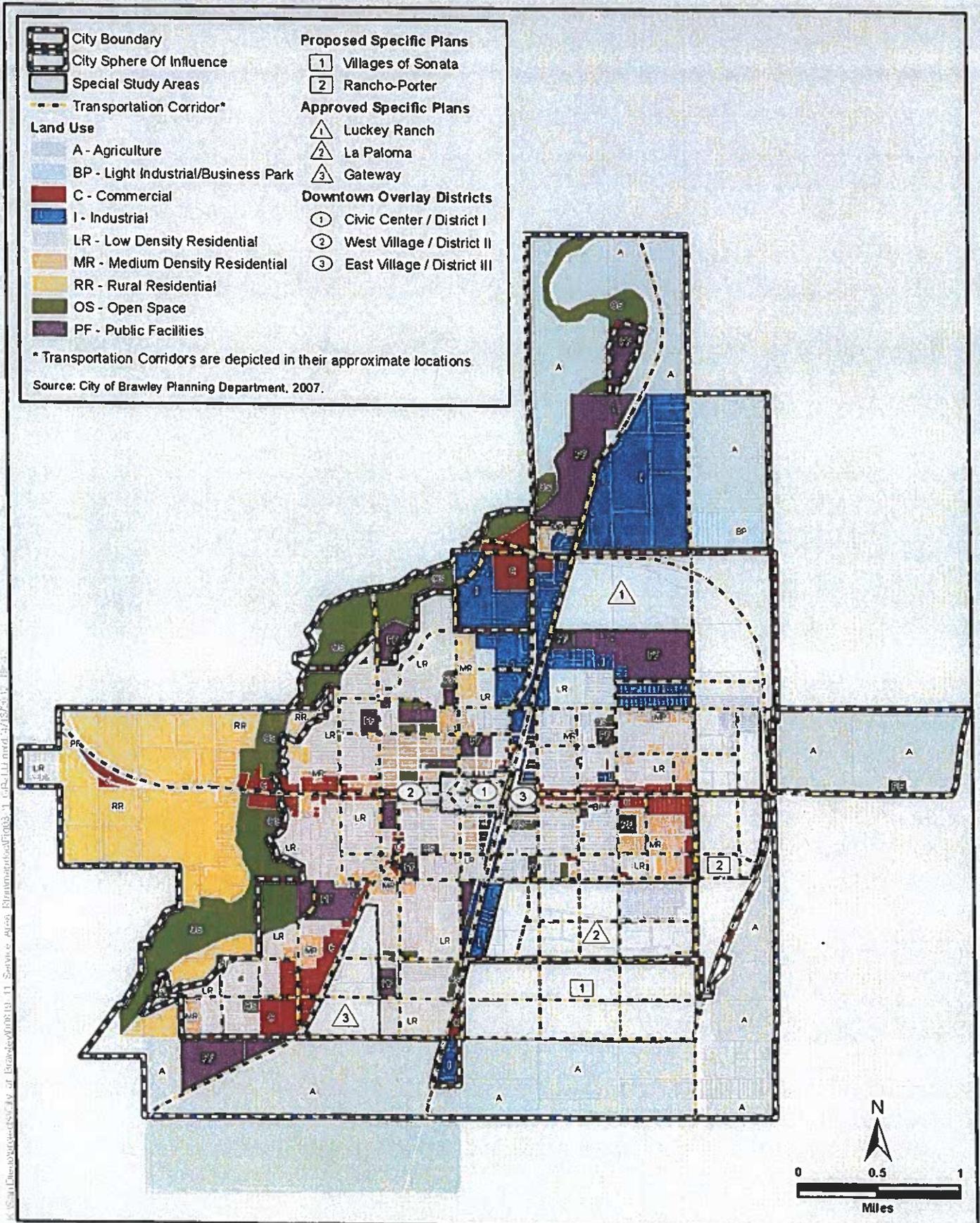


Figure 3.1
General Plan Land Uses
City of Brawley Service Area Plan



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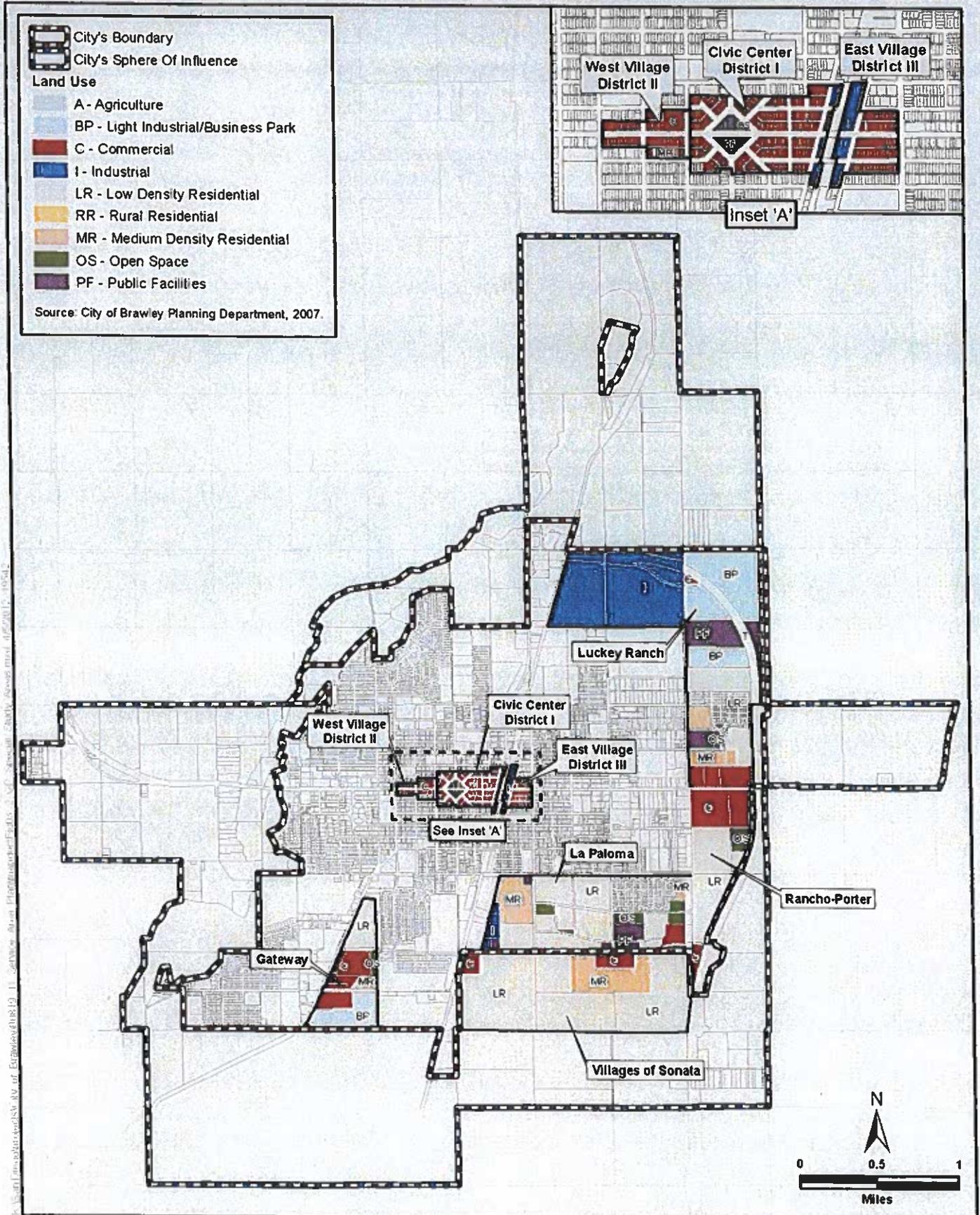


Figure 3.2
Special Study Areas
City of Brawley Service Area Plan

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3.4 BUILDOUT PROJECTIONS

Based on recent census data and growth studies, population growth within the City of Brawley and its SOI over the 20-year planning period could reach 59,564 residents by 2030. Although the General Plan Land Use Element (2008) estimates the buildout population of the Brawley Planning Area to be approximately 60,542, this number is probably too optimistic considering that development is not as aggressive as it was the last decade. Also, official 2010 census data has since been released, confirming that the City did not experience growth at the anticipated rate. With an anticipated growth of 34,611 new residents within the City limits and SOI over the 20-year planning period, the 2030 population is expected to be slightly less than projected in the 2008 General Plan, with 59,564 residents.

As discussed above, the City is projected to increase by 34,611 new residents (a 139% increase over the 2010 population) by the year 2030. In the absence of other up-to-date publications that show population projections, this SAP has analyzed future demand for City services according to the projected population figures discussed above and included in the DIF Study. As the SAP is periodically updated, the City will have the opportunity to alter the population projections considered in such analysis should additional projections become available.

Causes of growth typically involve a complex and varied relationship among several factors including the national economy, new local employment opportunities, natural population increase, public policies, and the local environment. All of these can influence the rate and extent of growth, although economic and employment opportunities are generally considered the most important factors. Future regional growth may be greatly influenced by opportunities resulting from enhancement of the NAFTA between the U.S., Mexico, and Canada and by construction of Mexico/U.S. border crossings.

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4.0 PUBLIC FACILITIES AND SERVICES

The following sections provide a detailed account of the various public services and facilities that are developed, maintained, and operated by the City. The sections cover facilities and services for the City's administration, flood control/drainage, fire, law enforcement, library, parks and recreation, circulation, wastewater and water. For each of these facilities areas, an inventory of existing facilities is given and performance standards are identified (where applicable) to gauge the effectiveness and adequacy of the existing facilities.

Demands for future facilities are discussed relative to the projected growth outlined in Chapter 3, "Growth and Phasing Projections," above. Where applicable, plans for future facilities are discussed. Discussion is presented regarding the current funding methods for each facility's area and the prospective sources of funding that could be used in the future. Finally, recommendations are presented that would aid the City in ensuring future adequacy and efficiency.

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4.1 ADMINISTRATIVE FACILITIES

A majority of the City's administrative facilities are centrally located in the City Hall Complex.

4.1.1 Performance Standards

Performance standards for administrative facilities are defined in terms of square feet per 1,000 population. The performance standards for the City of Brawley administrative facilities are shown below in Table 4.1-1.

Table 4.1-1 Performance Standards – Administrative Facilities

Administrative Facility	Standard (square feet per 1,000 population)
Council Chambers	94
City Hall	173
Public Works/Engineering Building	469

4.1.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

Existing administrative facilities are located at 1505 Jones Street, 205 South Imperial Avenue, 351 Main Street, 400 Main Street, 180 South Western Avenue, and 383 Main Street. The City Administration Building includes office space for the City Manager, City Clerk, and Personnel & Risk Management. The City Hall complex includes the Development Services Department, Finance Department, and Main Branch Library building. The City Hall Complex also provides space for public access counters (such as for building permits, payment of fees and taxes, etc.). The Brawley Council Chambers and Administrative Building are located at 383 Main Street.

Administrative personnel are supplemented periodically as needed by contract personnel. Administrative personnel are responsible for public meeting agenda preparation, grant coordination, planning, building, public works, finance, and public safety functions. Table 4.1-2 shows a summary of the existing administrative facilities.¹

¹ A 2,000-square-foot Building Inspection/Community Development Building is also a component of the City's Administrative Facilities; however, there are no population-based standards for this type of building and it is not evaluated for adequacy.

Table 4.1-2 Existing Administrative Facilities

Administrative Facility	Location	Size (square feet)
Council Chamber	383 Main Street	4,000
City Hall Complex	400 Main Street	7,364
Public Works/ Engineering Building	180 South Western Avenue	10,343

Adequacy of Existing Facilities

To determine the adequacy of existing facilities, the 2010 Census population of 24,953 residents was used to determine the population-based performance standard requirement for each administrative facility. As shown below in Table 4.1-3, about 11,703 square feet of Public Works/Engineering Building space is needed to serve the existing population; however, the City currently provides 10,343 square feet of space, which is below the City's standard. Existing development devoted to the Council Chamber and City Hall Complex is above the City's standard and is adequate to serve the existing population.

Table 4.1-3 Adequacy of Existing Administrative Facilities

Administrative Facility	Requirement per Standard¹	Existing Space¹	Above/Below Standard
Council Chamber	2,531	4,000	Above
City Hall Complex	4,658	7,364	Above
Public Works/ Engineering Building	12,629	10,343	Below

¹ Square feet based on population of 26,928 from Department of Finance 2017 Estimate.

Future Demand for Facilities

As discussed in the DIF Study, in order to serve future development through the year 2030 the City identified the need for a City Hall Expansion (2,500 square feet) and a Public Works/Engineering Building (20,000 square feet) to serve existing and future development through 2030. The Public Works/Engineering Building is a new facility that would replace the existing Public Works/Engineering Building Table 4.1-4 shows the future requirement for administrative facilities per the City's standards to serve future development within the City through the year 2030.

Table 4.1-4 Adequacy of Future Administrative Facilities

Administrative Facility	Requirement per City Standard (2030)¹	Existing	Additional Resources from DIF	Existing + Additional Resources	Above/Below Standard
Council Chamber	5,599	4,000	--	4,000	Below
City Hall Complex	10,305	7,364	2,500	9,864	Below
Public Works/ Engineering Building	27,936	10,343	20,000	30,343	Above

¹ Requirement based on projected 2030 population of 59,564.

Opportunities for Shared Facilities

Creating a centrally located area to house various administrative facilities will allow for a more efficient operation of administrative services.

Phasing

The City's plans for expansion include the addition of 2,500 square feet at the City Hall Complex and a new Public Works/Engineering Building.

4.1.3 Funding

Current Funding

Although the City Hall Complex expansion and the Public Works/Engineering Building are both unfunded in the CIP, the DIF Study indicates that development fees would finance approximately 50.5% of the costs associated with the future demand within the City for administrative facilities as a result of development within the City through the year 2030. The remaining 49.5% of the costs of facilities within the City will be funded through other sources, including \$27,156 in existing AB 1600 general government fund monies.

Sources for administrative facilities and services include development impact fees, grants, and general fund monies. The first priority is to utilize grants, when available, and development impact fees. General fund monies, such as property taxes, sales taxes, business license fees, utility taxes, and transient occupancy taxes, may be used as a second priority to development impact fees and grants. The current utility tax will sunset in 2023.

Cost Avoidance Opportunities

Creating a single, centrally located area to house various administrative facilities may help avoid any duplicative costs currently incurred as a result of the administrative facilities being located in more than one location.

Future Funding Sources/Recommended Funding

The City will continue to collect fees stipulated in the DIF Study and other sources of revenue for administrative facilities and services, including general taxes.

4.1.4 Recommendations

In order for the City to provide to its residents adequate administrative services and to assure that future demands for facilities are properly identified and addressed, the City will implement the following measures.

- Continue to periodically review the administrative facilities of the City through the preparation of annual reports. Such review will identify staffing and budgetary concerns as City growth continues to increase the demand on facilities and staff.
- Consider sharing additional facilities as the City's administration facilities expand.

4.2 FLOOD CONTROL/DRAINAGE FACILITIES

Flood control refers to planning, design, construction, and maintenance of flood control facilities to safely convey drainage, whether natural or human-made, through a development area to an existing watercourse downstream. The study area lies within the established jurisdictional boundaries of Imperial County and the Imperial Irrigation District (IID). The City of Brawley is not within a flood plain, as designated by the National Flood Insurance Program.

4.2.1 Performance Standards

The City's standards are similar to those utilized by the County. During the review of proposed development projects, the City will assess drainage conditions of the project site and require the construction of necessary drainage infrastructure. The City will require developers to construct all drainage facilities within each project as a condition of approval. The City will also assess the potential of a project to adversely affect offsite drainage and require mitigation measures where needed. The City will follow a regular maintenance schedule for the drainage facilities once they are approved and accepted. Consideration will be given to development phasing to assure that drainage facilities are installed in an orderly manner to prevent flooding upstream or downstream of the project.

In order to provide storm runoff protection for downstream properties, drainage improvements will detail appropriate portions of this flow, releasing runoff in accordance with IID standards. The IID allows a single 12-inch discharge pipe for every 160 acres drained. Prior to the approval of each final subdivision map, grading plan, or implementing permit, a drainage study will be conducted by a Registered Civil Engineer and submitted for review and approval by the City of Brawley and IID.

4.2.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

Local drainage patterns within the valley have been altered through agricultural activities. The water used to irrigate virtually the entire Imperial Valley originates from the Colorado River. The IID maintains hundreds of irrigation drainage structures, which collect surface water runoff and subsurface drainage from some thousands of miles of agriculture drains and channels that flow into the New River and Alamo River, which ultimately drain into the Salton Sea. The canals and laterals are often open and unprotected.

The City's drainage system is located within its urban area, and the City is responsible for planning, construction, and maintenance of its system. Approximately half of the City's drainage system is currently combined with the City's sewer system. The areas of the drainage system that are combined with the City's sewer system are generally located in older sections of the City.

Adequacy of Existing Facilities

Most of the flat irrigated valley, with its low-lying canal/drain systems, is subject to minor, shallow flooding and ponding due to the lack of local topographic relief, occasional intense storm events, and low soil infiltration rates that produce rapid runoff flows. The combination of the City's drainage system with the City's sewer system has caused the wastewater treatment plant to overload during rain storm events. The City of Brawley desires to separate the storm

drain system from the sanitary sewer to avoid occurrences of insufficiently treated outfalls at the wastewater treatment plant and to direct the conveyance of the storm drainage to a safe outlet. The IID limits the outfall capacity of its drainage system in order to reduce downstream flooding potential from combined agricultural and storm runoff until IID can complete the process of preparing a Preliminary Master Drainage Plan.

Future Demand for Facilities

Future development proposals within the City's SOI may be required to construct grass or rock-lined detention basins to retain storm water generated by the 100-year/24-hour storm until after offsite peak flows have passed the project area. Storm runoff will be discharged through appropriately sized outfall structures into existing drains upon IID approval. Basins may be located within development projects or other maintained open spaces, including airport buffer zones. Other improvements will include curbs and gutters to convey surface flows in an orderly and easily maintained manner, and catch basins and underground storm drains to convey flows as the street capacities are exceeded. Future developments may be required to relocate and underground the existing canals and drains within their project areas to the satisfaction of the IID.

Opportunities for Shared Facilities

The La Paloma Specific Plan includes retention basins, which may be used as a park.

Phasing

The City will require developers to construct all drainage facilities once they are approved and accepted. Consideration will be given to development phasing to assure that drainage facilities are installed in an orderly manner to prevent flooding upstream or downstream of the project.

As new development occurs, the City will require the developers within the area to plan, fund, and install all public drainage improvements associated with the project. The City may choose to construct storm drain improvements linking the study area to other developed areas in the City. These improvements may include storm drains, open channels, detention basins, and outlets to IID facilities. The City assumes responsibility for installation and maintenance of those facilities.

The City will require drainage facilities to be installed as development proceeds in newly annexed areas. The changes in service level within the newly annexed areas will include the following:

- Street improvements will include curb and gutter to convey surface flows in an orderly and easily maintained manner.
- Catch basins and underground storm drains will be installed to convey flows as the street capacities are exceeded.
- Detention basins will be constructed to control the developed run-off, help mitigate downstream drainage problems, and replenish ground water supplies where possible.

To maintain low flood hazards, the City will continue to discourage development in the New River flood channel (see Figure 4.2.1). As indicated on the Land Use Policy Map in the General Plan Land Use Element and in the Open Space/Recreation Element, the New River channel is

generally designated as Open Space (see Figure 4.2.2). Development of the land under the Open Space designation will be limited to passive and active recreational uses. To keep flood hazards minimal, the development intensity allowed under the Open Space category is very low and no residential uses are allowed.

4.2.3 Funding

Current Funding

Funding may be obtained from impact fees, assessment districts, development bonds, Mello Roos Districts, or other techniques for capital improvement financing. The City may also exercise some flexibility in determining alternative financing mechanisms for projects that benefit the community. The City may reduce or waive particular development impact fees or use bonding to fund infrastructure improvements within new developments. Staffing and maintenance costs for expanded flood control services will be financed by the City similar to the manner in which these services are presently funded.

Cost Avoidance Opportunities

There are no cost avoidance opportunities.

Future Funding Sources/Recommended Funding

Funding responsibilities for project-related facilities will remain with developers and will be secured prior to construction.

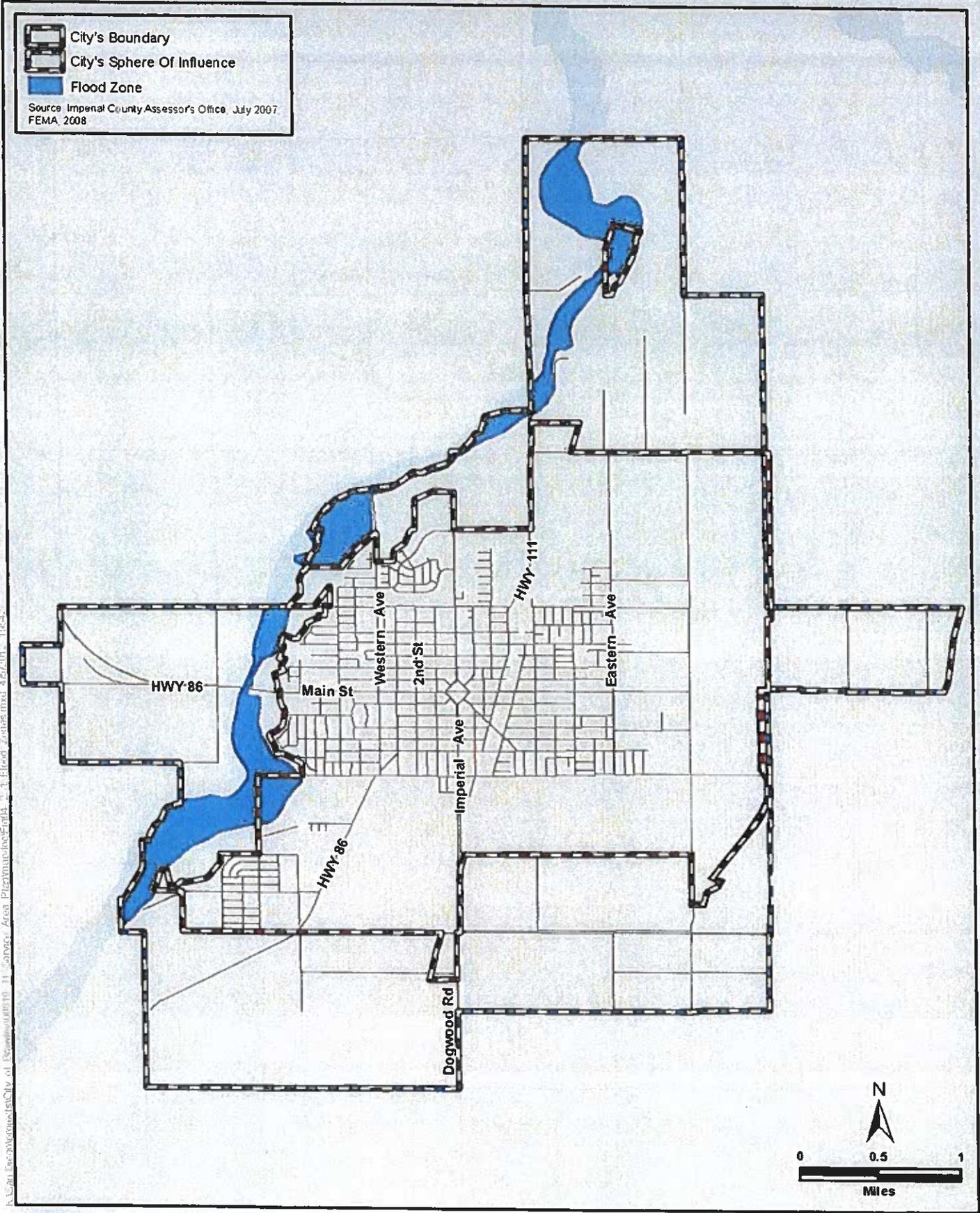
4.2.4 Recommendations

In order for the City to assure adequate flood control/drainage facilities within its boundaries as development continues within the City boundaries and within the SOI, the City will implement the following measures.

- Continue to require that new development projects address potential drainage issues and provide adequate facilities to convey storm flow. If a development proposal would result in drainage into the City's system, the City would require that the developer consult with the Department of Public Works to assure that improvements are engineered and constructed to City standards.

The City may choose to construct storm drain improvements linking the study area to other developed areas in the City. These improvements may include storm drains, open channels, detention basins, and outlets to IID facilities.

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Figure 4.2.1
Flood Zone
City of Brawley Service Area Plan

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4.3 FIRE FACILITIES

The City of Brawley provides fire suppression, fire protection, and emergency medical services within its city limits. Fire suppression involves use of personnel and equipment to respond to fires and emergencies. Fire prevention is accomplished through a pro-active program of inspections, code enforcement, and public education. Also, the City participates in a "call-paid" firefighters system, which is an on-call system of part-time firefighters. Emergency medical services entails pre-hospital medical care provided to victims of accidents or sudden illness. Currently, Imperial County contracts with the City to provide manpower for fire suppression in the SOI, and the County provides fire engines for this contractual service. The sum of residents and employees within the Brawley city limits is considered the service population for the Brawley Fire Department facilities.

4.3.1 Performance Standards

Performance standards for fire services are defined in terms of response times of department personnel to fire and medical emergency calls. The adopted response time for daylight and nighttime personnel is 5 minutes or less. As a result, a 1.5-mile maximum response distance for emergency calls has been established. All apparatus will respond with at least two personnel for minor incidences and four personnel (at a minimum) for incidences of greater emergency concern.

The performance standard for staffing is 1 firefighter per 1,000 population. Within an existing population of approximately 26,928, ideal staffing would provide a total of 27 full-time firefighters. Minimum recommended shift-staffing levels should provide 5 personnel per shift. Table 4.3-1 shows the performance standards for Fire Department facilities.

Table 4.3-1 Performance Standards – Fire Facilities

Fire Facility	Standard per 1,000 population
Main Fire Station	504 square feet
Fire Substation	807 square feet
Firefighter	1 firefighter
Fire Engine	0.141 engine
Ladder Truck	0.047 truck
Rescue Vehicle	0.047 vehicle
Utility Vehicle	0.094 vehicle
Staff Vehicle	0.046 vehicle
Command Vehicle	0.046 vehicle

4.3.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities and Staff

The City of Brawley Fire Department maintains two fire stations within the City. The Main Fire Station (Station #1) is located just west of the railroad at 815 Main Street. The 10,119-square-foot station on Main Street occupies a 29,520-square-foot site. In addition to engine storage and staff quarters, Fire Department administration is handled out of Fire Station #1. The

Department's Fire Substation (Station #2), is located east of the railroad at 1505 Jones Street and consists of approximately 8,500 square feet. The City Fire Department maintains a 24-hour coverage. Station 1 has a crew of 4 firefighters, three full time firefighters and one call-paid firefighter. Station 2 has a crew of three full time firefighters. with a three-man shift at each station consisting of two full-time and one call-paid firefighters. Firefighting trucks and vehicles are shared between both stations, although specific facilities are housed at one primary station. Table 4.3-2 provides a summary of the existing Fire Department's facilities.

Table 4.3-2 Existing Fire Facilities

Fire Facility	Main Fire Station (Station #1)	Fire Substation (Station #2)
Fire Station	10,119 square feet	8,500 square feet
Firefighter (Full-Time) ¹	4	3
Fire Engine	3	1
Ladder Truck	0	1
Rescue Vehicle	1	0
Utility Vehicle	1	1
Staff Vehicle	1	0
Command Vehicle	0	1

¹ The City maintains one Fire Chief and several call-paid reserves, both of which contribute to the provision of fire suppression services; however, there are established service requirement standards that apply to full-time firefighters and their adequacy is not evaluated. Fire Station #1 is staffed with three full-time and one call-paid firefighters each shift, and Fire Station #2 is staffed with three full-time firefighters.

According to Fire Department staff, mutual aid agreements have been established with all cities in the County to address incidents requiring equipment/personnel beyond the City Fire Department's capacity to respond. These agreements result in dispatch of the closest unit available to respond upon request for services. The primary agency providing assistance is the City of Calipatria, which is located approximately 10 miles north. Estimated response time from Calipatria station is approximately 15 minutes.

Adequacy of Existing Facilities and Staff

The Insurance Services Office, Commercial Risk Services, Inc. (ISO) evaluates each fire district nationwide and rates the district according to its firefighting services, water availability, and other factors relevant to fire protection and requires minimum water pressure standards. In addition, a National Fire Protection Association provides recommendations for the siting of stations. As a result, a 1.5-mile maximum response distance for emergency calls has been established. Within the City's boundary, the ISO rating is 4 (Luckey Ranch Draft EIR 1999). The rating system utilizes a 0–10 scale; areas of lower fire risk received the lowest rating. Per a letter dated October 20, 2004, from the ISO Community Outreach Program, the current fire insurance classification for the City of Brawley continues to be appropriate.

As shown below in Table 4.3-3, current fire suppression facilities are below the City's adopted population-based standards, which indicate that existing fire protection resources are underserved within the City. Also, the Fire Department's current staffing level does not meet the City's performance standard of 1 firefighter per 1,000 population. The City should ideally have 27 firefighters to service its existing population of 26,928, but currently only maintains 18 firefighters. The services provided by Imperial County to provide manpower for fire suppression

in the unincorporated area surrounding the City are adequate to service the SOI, and the City provides firefighters to Imperial County per the mutual aid agreement. The adequacy of existing facilities and staff is presented below in Table 4.3-3 and is based on the City's 2017 Department of Finance estimated population of 26,928 residents.

Table 4.3-3 Adequacy of Existing Fire Facilities and Staff

Fire Facility	Requirement Per City Standard ¹	Existing	
		Existing	Above/Below Standard
Main Fire Station	13,571 square feet	10,119 square feet	Below
Fire Substation	21,730 square feet	8,500 square feet	Below
Firefighter (Full-Time)	27	18	Below
Fire Engine	3.80	4	Above
Ladder Truck	1.27	1	Below
Rescue Vehicle	1.27	1	Below
Utility Vehicle	2.53	2	Below
Staff Vehicle	1.24	1	Below
Command Vehicle	1.24	1	Below

¹ Requirement based on population of 26,928 from the 2017 Department of Finance Estimates.

Future Demand for Facilities and Staff

Increased development within the City and SOI boundaries will continue to increase the need for fire protection services, including personnel and equipment. Current plans suggest that the majority of both residential and employment growth will occur in peripheral growth areas east of the railroad tracks and outside the 1.5-mile service radius of the existing fire stations. Service to development within the radius may be interrupted by delays and blockages on the railroad tracks; however, fire protection coverage east of the tracks is served by the Fire Substation (Fire Station #2). According to Chief Peraza, additional facilities to serve future development through the year 2030 should include two additional fire substations ranging in size between 7,000 and 8,000 square feet each, and includes fire apparatus floor, living quarters, and offices. Each station should be staffed with three or four firefighters. Table 4.3-4 shows the future required fire facilities and staffing levels to serve future development within the City and SOI through the year 2030, which are projected to be below the City's population-based standards.

Table 4.3-4 Adequacy of Future Fire Facilities

Fire Facility	Requirement per City Standard (2030) ¹	Existing	Additional Resources from DIF	Existing + Additional Resources	Above/Below Standard
Main Fire Station				²	
(Replacement)	30,020 sf	10,119 sf	21,484 sf	21,484 sf	Below
Fire Substation	48,068 sf	8,500 sf	26,480 sf ³	34,980 sf	Below
Firefighter (Full-Time)	60	18	0	18	Below
Fire Engine	8.40	4	2	6	Below
Ladder Truck	2.80	1	1	2	Below
Rescue Vehicle	2.80	1	1	2	Below
Utility Vehicle	5.60	2	1	3	Below
Staff Vehicle	2.74	0	2	2	Below
Command Vehicle	2.74	1	0	1	Below

¹ Requirement based on projected 2030 population of 59,564.

² The 21,484-square-foot Main Fire Station would replace the existing Main Fire Station (Station #1).

³ Includes two 7,500 square foot substation needs indicated by Chief Peraza in addition to 11,480 sf identified in the DIF Study.

Opportunities for Shared Facilities

Mutual aid agreements have been established with cities in the County to address incidents requiring equipment/personnel beyond the City Fire Department’s capacity to respond. There are no opportunities to share facilities with any of the jurisdictions that maintain mutual aid agreements with the City.

Phasing

As noted above, the CIP identifies future improvements between FY 2011/2012 and 2020/2021 related to fire protection services, which specifies anticipated projects for each fiscal year. The City has informal plans for a new main fire station located at the intersection of Cesar Chavez and Malan Streets behind Hidalgo School.

4.3.3 Funding

Current Funding

The City’s Fire Department receives funding from General Fund and Development Impact Fees. Additional sources of revenue for fire protection services include Mello-Roos community facilities tax, special tax for fire services, and grants.

Per Capita Costs

For FY2016/2017, the Brawley City Council approved an operating budget of \$2,869,001 for fire facilities, which includes funding for supplies and materials, services, and employee

compensation. Considering a City population of 26,928 from the 2017 Department of Finance estimate, the current per capita operating cost is approximately \$106.54.

Future Funding Costs

Projecting the \$106.54 per capita fire facilities operating cost over the planning period for the SAP, the fire facilities operating cost would require approximately \$6,345,948 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars and does not account for inflation.

Cost Avoidance Opportunities

There are no opportunities to reduce costs.

Recommended Funding/Future Funding Sources

Development impact fees are expected to finance 57.94% of the fire facilities demands discussed in the DIF Study for future development within the City through 2030. The remaining 42.06% of the fire facilities also discussed in the DIF Study will be funded through other sources. Additional sources of revenue for fire protection facilities may include general taxes (i.e., property, sales, use, business license, utility users, transient occupancy, etc.), motor vehicle license fee, benefit assessment, and exactions. Staffing and maintenance costs for expanded fire protection and emergency response services will be financed by the City general fund, similar to the manner in which these services are presently funded by the City. Additional sources of revenue for fire protection services include Mello-Roos community facilities tax, special tax for fire services, and grants.

The City believes future development will increase sales and property taxes, and therefore help to pay for previous and existing inadequacies in its firefighting capacity. Increases in sales and property taxes will also help provide for future facilities and operations. In addition to increased sales and property taxes from future development, Community Facility Districts (CFDs) may be used for new developments. CFDs can provide funding for fire facilities and operations.

4.3.4 Recommendations

In order for the City to assure adequate fire and emergency response service within its boundaries as development continues within the City boundaries and within the proposed SOI, the City will implement the following measures.

- Pursue additional finances to fund additional, personnel, equipment, and vehicles of the Fire Department.
- Hire additional full time firefighters to meet the City's ideal standard of 1 firefighter per 1,000 population.

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4.4 LAW ENFORCEMENT FACILITIES

The Brawley Police Department provides law enforcement and investigation services within the city limits, and the Imperial County Sheriff provides law enforcement in the City's SOI, in addition to custodial services (County jail facilities) for city and non-city areas. The California Highway Patrol provides traffic law enforcement on State Routes and unincorporated County roads. Mutual aid agreements exist with other Imperial Valley municipalities, which can provide assistance during an emergency.

4.4.1 Performance Standards

Performance standards for police services are defined in terms of response times of department personnel to law enforcement and emergency calls. The average response time for all calls is within 7 minutes or less. Minimum staffing for existing coverage is four sworn officers at all times of the day and night.

The performance standard for staffing is 1.5 sworn officers per 1,000 population and 1 non-sworn employee for every 2 sworn officers. Within an existing population of approximately 26,928, ideal staffing would provide a total of 40 sworn officers and 20 non-sworn officers. Table 4.4-1 provides the performance standards for Police Department facilities from the 2010 DIF Study.

Table 4.4-1 Performance Standards – Law Enforcement Facilities

Law Enforcement Facility	Standard (per 1,000 population)
Police Station	519 square feet
Marked Patrol Car	0.685 car
Sworn Officer	1.5 officers
Portable Vehicle Radio	1 per vehicle
Portable Officer Radio	1 per officer

Note: One non-sworn officer is required for every 2 sworn officers

4.4.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities and Staff

The existing police station on Main Street near the intersection of Main and 3rd Streets encompasses 13,800 square feet. In 2013, the construction of a new 2,000 square foot Emergency Operations Center (EOC) was completed and integrated with the existing building. The Brawley Police Department has 33 general fund sworn officer positions, 14 non-sworn officer and 3 temporary non-sworn employee positions.

The Patrol Division works a 6-day, 12-hour shifts and 1-day, 8 hour shift each pay period to provide 24-hour coverage. Parking and maintenance of Police Department vehicles is provided at the main lot adjacent to the police station and at a nearby secondary lot located west of the station.

Mutual aid agreements exist with other Imperial Valley municipalities. According to City staff, the City maintains an agreement with the Office of Emergency Services for 911 service calls as needed. In addition, Imperial County's Sheriff's Department provides the City of Brawley SWAT services as needed through its Homicide Task Force Agreement. Table 4.4-2 provides a detailed list of the police department's existing facilities and personnel.

Table 4.4-2 Existing Law Enforcement Facilities

Law Enforcement Facility/Equipment	Amount/Size
Police Station	13,800 square feet
Marked Patrol Car	15
Marked Transport Van	1
Marked Motorcycle	1
Marked Utility Truck	1
Police Vehicle Mobile Radio	17
Portable Officer Radio	49
Sworn Officers	
Chief of Police	1
Commander	2
Sergeant	4
Detective Sergeant	1
Detective	2
Narcotics Officer	2
School Resource Officer	1
Police Officer	21
<i>Total Sworn Officers</i>	33
Non-Sworn Officers	17

Adequacy of Existing Facilities and Staff

The Brawley Police Department currently responds to emergency calls within the City limits within 7 minutes or less for all other calls for service. The department maintains this performance level by providing dispatch services from the Police Station for all of the officers working in the field on a continual basis. This frequently results in response times listed above. The adequacy of existing facilities and staff, based on the Department of Finance estimated population from the 2017 report of 26,928, is presented below in Table 4.4-3.

Table 4.4-3 Adequacy of Existing Law Enforcement Facilities

Law Enforcement Facility	Requirement per City Standard¹	Existing	Above/Below Standard
Police Station	13,975 square feet	11,800 square feet	Below
Marked Patrol Car	18	15	Below
Sworn Officer	40	33	Below
Non-Sworn Officer	20	17	Below
Portable Vehicle Radio	18	17	Standard
Portable Officer Radio	40	49	Above

¹ Requirement based on the 2017 Department of Finance estimated population of 26,928.

Future Demand for Facilities and Staff

The City will require additional staff and facilities to provide adequate services to the City as the population increases through internal growth and annexation of the City's SOI. Based on the City's 2030 population of 59,564, Table 4.4-4 shows the adequacy of existing plus planned law enforcement facilities that will be needed for the City to provide adequate law enforcement and police protection services per their performance standards.

Table 4.4-4 Adequacy of Future Law Enforcement Facilities

Law Enforcement Facility	Requirement per City Standard (2030)¹	Existing	Additional Resources from DIF	Existing + Additional Resources	Above/Below Standard
Police Station	32,105 sf	11,800 sf	12,000 sf	23,800	Below
Marked Patrol Car	26	15	8	22	Below
Sworn Officer	90	33	0	35	Below
Non-Sworn Officer	45	17	0	17	Below
Portable Vehicle Radio	26	17	8	26	Standard
Portable Officer Radio	90	49	14	62	Below

¹ Requirement based on projected 2030 population of 59,564.

As shown above, the overall size of the police stations in Brawley would not meet the population-based performance standard based on the projected population in 2030 with implementation of the improvements identified in the City's DIF Study. There are early plans for a new police station identified in the CIP; however, specifics are unknown at this time regarding costs and location. While below the current population-based standard, the Brawley Police Department estimates that the size of the existing police station will be inadequate by 2018.

Although additional resources for marked patrol cars, sworn and non-sworn officers, portable vehicle radios, and portable officer radios are not identified in the DIF Study, the City's CIP includes funding for police vehicles from the City's General Fund at a rate of four new vehicles per year. The CIP includes portable vehicle and officer radios in FY 2013/2014; however, these improvements are currently unfunded.

Additional resources will be needed in addition to what is identified in the DIF Study in order to maintain City standards; also, as additional growth and/or areas within the SOI are annexed, the City would have to add sufficient resources to the police department to respond to increased demand. The requirements for facilities, personnel, equipment, etc., depend on the actual development timeline for each annexation area in the SOI. As the City grows and expands through annexation, development project applicants will be required to evaluate their project's fiscal impact on existing and future public safety services.

Opportunities for Shared Facilities

The City's narcotics operations are conducted via a County-wide task force and operate from a shared facility in the City of Imperial.

Phasing

As noted above, the CIP identifies future improvements between FY 2011/2012 and 2020/2021 related to police protection services, which specifies anticipated projects for each fiscal year.

4.4.3 Funding

Future Funding

As development occurs within the City and through annexation, development project applicants will be required to evaluate their project's fiscal impact on existing and future public safety services. Mitigation for these fiscal impacts will be determined on a case-by-case basis and may include general taxes (i.e., property, sales, use, business license, utility users, transient occupancy, etc.), Mello-Roos community facilities assessments, special tax for police services, and development impact fees and exactions.

The fees established in the DIF Study are expected to finance 56.81% of the police facilities identified for future development within the City through 2030, while the remaining 43.19% of the net costs of facilities will be funded through other sources. The current development impact fee assumes that existing space in the police station could be renovated to accommodate new police officers and equipment needed to serve some of the projected future growth.

The City believes future development will increase sales and property taxes, and therefore help to pay for previous and existing inadequacies in its law enforcement capacity. Also, increases in sales and property taxes will help provide for future facilities and operations. In addition to increased sales and property taxes from future development, CFDs may be used for new developments. CFDs can provide funding for law enforcement facilities and operations.

Per Capita Costs

For FY 2016/2017, the Brawley City Council approved an operating budget of \$5,915,508 for police protection services. Considering a City population of 26,928 from the 2017 Dept. of Finance estimate, the current per capita operating cost is approximately \$221.91.

Future Funding Costs

Projecting the \$221.91 per capita police operating cost over the planning period for the SAP, the police operating cost would require approximately \$13,217,847 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars and does not account for inflation.

4.4.4 Recommendations

In order for the City to assure adequate law enforcement service within its boundaries as development continues within the City boundaries and within the SOI, the City will implement the following measures.

- Obtain additional personnel and facilities to meet the existing and future deficit identified according to the performance standard for services and facilities.
- Continue the periodic review of number of calls and response times to determine the adequacy of existing service and any need for improvement or additional resources.

4.5 LIBRARY FACILITIES

The City of Brawley owns and operates a City library facility in Plaza Park near City Hall that serves the entire population of the City of Brawley from one facility. Services provided by the library include: circulation of library materials to all patrons; reference service, including telephone reference service; audio visual services, including recorded books and DVD's; Spanish language books; book reservations; inter-library loan service; and special children's programming including school class visits, story hours, movies, and craft programs. A branch facility located at 1501 I Street offers the same service with the addition of adult literacy programs.

4.5.1 Performance Standard

Performance standards for library services are defined in terms of square feet and employees per 1,000 population, and library book standards were established at a per capita ratio of two books per resident. Performance standards for Library facilities are shown below in Table 4.5-1.

Table 4.5-1 Performance Standards – Library Facilities

Library Facility	Standard (per 1,000 population)
Public Library Building	327 square feet
Satellite Library Branch	58.6 square feet
Literacy Space	0.05 square foot
Computer Center Space	0.075 square foot
Full-Time Employee ¹	0.5 employee
Library Books	2,938 books (2 per capita)

¹ For populations of 10,000–25,000 the standard is one full-time employee (FTE) per 2,000 population. One-third of the FTE should be professional and two-thirds should be support.

4.5.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

The City of Brawley owns and operates a 6,515-square-foot City library facility located at 400 Main Street and the Del Rio Branch Library located at 1501 I Street. The Brawley Public Library currently has 3 full-time employees and 5 part-time employees for an aggregate of 5.5 FTE. Of the 3 full-time FTE, 1 is professional and 2 are support. The 5 part-time support staff includes only support personnel. Table 4.5-2 provides a detailed list of the existing Library facilities detailed in the 2010 DIF Study.

Table 4.5-2 Existing Library Facilities

Library Facility/Equipment	Amount/Size
Brawley Public Library	6,515 sf
Del Rio Branch Public Library	2,400 sf
LAMBS ¹ Vehicle (Bookmobile)	1
Library Books	59,637 (total in both branches)
Library Employees	Amount
Full-Time	4 ²
Part-Time	5
Total Employees	9

¹ Literacy and Mobile Book Services
² Of the 4 full-time staff, 2 are professional and 2 are support.

The Literacy and Mobile Book Services (LAMBS) vehicle only targets children aged 0–5 and their parents and caregivers, and does not offer general services. The services and materials are limited to pre-literacy and parenting funded through two grants. There are three full-time people who are paid from grants. The vehicle travels throughout all of Imperial County and include visits to Ocotillo, Winterhaven, Calexico, and Salton City. Less than 10% of its program time is within Brawley’s borders. The general fund is not used at all for this service.

Adequacy of Existing Facilities and Staff

As shown below in Table 4.5-3, current library facilities are below the City’s adopted population-based standards, which indicates that existing resources are underserved within the City. The adequacy of existing facilities and staff is presented below in Table 4.5-3 and is based on the City’s 2017 population from Department of Finance estimate of 26,928 residents.

Table 4.5-3 Adequacy of Existing Library Facilities and Staff

Library Facility	Requirement per City Standard¹	Existing	Above/Below Standard
Public Library Building	8,805 sf	6,515 sf	Below
Satellite Library Building	1,178 sf	2,400 sf	Above
Library Books	79,114 books	56,832 books	Below
Library Staff	13 staff	8 staff	Below
Literacy Space	1,248 sf	--	Below
Computer Center Space	1,872 sf	--	Below

¹ Requirement based on population of 26,928 from the 2017 Department of Finance Estimate.

Future Demand for Facilities and Staff

Increased development within the City boundaries and the SOI will present an increased demand on the personnel, services, and facilities of the public library. As growth continues, the

City will be presented with the need for expansion of the library system. Expansion of the resident population will also present the need for additional books, computers, and reader seats.

Based on the City's 2030 population of 59,564, Table 4.5-4 indicates the amount of full time employees and library facilities the City will need.

Table 4.5-4 Adequacy of Future Library Facilities

Library Facility	Requirement per City Standard (2030)¹	Additional Resources from DIF	Existing + Additional Resources	Above/Below Standard
Public Library Building	19,477 sf	7,448 sf	13,963 sf	Below
Satellite Library Building	3,491 sf	--	--	Below
Library Books	119,128	69,222	126,054	Above
Library Staff	30	--	8 staff	Below
Literacy Space	2,979 sf	--	--	Below
Computer Center Space	4,468 sf	--	--	Below

1. Requirement based on projected 2030 population of 59,564.

Opportunities for Shared Facilities

A joint-use facility agreement with the Imperial County Office of Education is in place housing a community center/library facility at their Del Rio alternative school. It includes 2,400 square feet of library space.

Phasing

There is a plan to expand the current library space by about 4,000 to 5,000 square feet.

4.5.3 Funding

Per Capita Costs

For FY 2016/2017, the Brawley City Council approved an operating budget of \$626,001 for library services. Considering a City population of 26,928 from the 2017 Department of Finance estimates, the current per capita operating cost is approximately \$23.25.

Future Funding Costs

Projecting the \$23.25 per capita library operating cost over the planning period for the SAP, the library operating cost would require approximately \$1,384,863 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars, and does not account for inflation.

Cost Avoidance Opportunities:

There are no cost avoidance opportunities.

Recommended Funding/Future Funding Sources

The General Fund will continue to be the primary source of library services but will not fund facilities. To augment the provision of General Fund dollars from the City, the library may apply for all possible funding opportunities from the State, and will accept any donations of money or materials. The fees established in the DIF Study are expected to finance 100% of the library facilities demands for future development within the City through 2030.

4.5.4 Recommendations

In order for the City to provide its residents with adequate library services and to assure that the library system is sufficiently expanded to accommodate growth within the City and the boundaries of the SOI, the City will implement the following measures.

- Periodically review the facilities and personnel of the library system through the preparation of annual reports. Such review will identify staffing and budgetary concerns as City growth continues to increase the demand on library facilities and staff.
- Continue to utilize General Fund revenue as the primary source of financing library services. Review the allocation of General Fund finances in light of the State recommendation that local libraries receive 5% of local general fund resources.
- Collect fees established in the DIF Study to meet the library facilities demands for future development.
- Apply for all possible library funding opportunities from the State.
- Accept donations of money and/or supplies as a means of augmenting library services while conserving allocated finances.

4.6 PARKS AND RECREATION FACILITIES

The Department of Parks, Recreation, and Community Services is made up of four divisions: Parks, Recreation, Senior Citizens, and Grounds and Facility Maintenance. The City also provides local recreation programs and services for children, adults, and seniors at City facilities and in conjunction with the local school districts.

4.6.1 Performance Standards

Performance standards for parks and recreational are identified based on the type of park or recreational amenity. The overall standard for developed parkland in the City is 5 acres per 1,000 population. Table 4.6-1 shows the performance standards for Parks and Recreation facilities.

Table 4.6-1 Performance Standards – Parks and Recreation Facilities

Parks and Recreation Facility	Standard (per 1,000 population)
Community Center	1,404 square feet
Mini Park	0.2–0.50 acres
Neighborhood Park	1.0–1.5 acres
Community Park	2.0–3.0 acres
Developed Parkland ¹	5.0 acres

¹ The developed parkland standard applies on an overall basis and includes mini parks, neighborhood parks, and community parks.
 Note: Maintenance Staff standards require one employee per 10 acres of developed parkland.

To ensure that adequate parks and recreational areas exist in Brawley to meet the needs of residents and visitors, the City will continue to use a park classification system and related park standards based on population. The park classifications per the City's Open Space/Recreation Element of the 2008 General Plan and the City's 5-Year Plan (2012–2017) are discussed below. The established park standards for the individual park classifications (mini-park, neighborhood park, and community park) below are guidelines for development and are subject to change.

Mini-Park: A mini-park is a specialized facility that serves a concentrated or limited population or a specific group such as tots or senior citizens. Mini-parks are typically located within neighborhoods and in close proximity to apartments or multifamily dwellings. Mini-parks should have a service radius of less than a quarter mile and be less than 2 acres in size. The standard for mini-parks is 0.25 to 0.5 acres per 1,000 population.

Neighborhood Park: A neighborhood park is an area for intense recreational activities, providing playing fields, courts, playgrounds, and passive use areas for walking, jogging, and picnicking. Such parks are easily accessible to neighborhood populations and are geographically centered with safe bicycle and pedestrian access. They may be developed as shared-use school/park facilities. A neighborhood park should serve a population of 5,000 and should be 2 to 15 acres in size. The standard for neighborhood parks is 1.0 to 1.5 acres per 1,000 population.

Community Park: Community Parks are areas of diverse environmental quality. A community park may include areas suited for recreational facilities such as athletic complexes and large

swimming pools. Such parks may be natural areas used for outdoor recreation such as walking, viewing, and picnicking. They may be a combination of the above types depending on the site and the needs of the community. Community parks serve several neighborhoods within a 1- to 2-mile radius and should cover 15 acres or larger. The standard for community parks is 2 to 3 acres per 1,000 population according to parks and recreation staff.

4.6.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities and Staff

The department has 9 full-time employees and numerous part-time employees. There are currently a total of 125.77 acres of developed parkland in the City, as listed below in Table 4.6-2a and shown on Figure 4.6.1.

Table 4.6-2a Existing Parks and Recreation Facilities

Park	Acres (Developed)
<i>Mini Parks</i>	
Ridge Park	1.63
Kissee Park	0.34
Kelley Park	0.63
Citrus View Park	0.65
Malan Park Landscape	0.53
<i>Mini Parks Subtotal</i>	<i>3.78</i>
<i>Neighborhood Parks</i>	
Abe Gonzales Park	4.42
Alyce Gereaux Park	3.88
Guadalupe Park	3.59
Hinojosa Park	6.52
Meserve Park	4.42
Parkside Park	0.00 ¹
Plaza Park	3.18
Thorton Park	5.43
<i>Neighborhood Parks Subtotal</i>	<i>31.44</i>
<i>Community Parks</i>	
Cattle Call and Rotary	56.00 ¹
Del Rio	3.00
Elks Youth	0.21
Lions Center Complex	8.91
Lions Center Expansion	6.20
Pat Williams Park	15.71 ¹
Senior Center	0.52
<i>Community Parks Subtotal</i>	<i>90.55</i>
Total	125.77

¹The acreage value represents developed parkland. Undeveloped parkland values are: 6.44 acres (Parkside Park); 4.00 acres (Cattle Call and Rotary), and 10.00 acres (Pat Williams Park). Undeveloped and developed park acreage in Brawley equals 146.21 acres.

Source: Sustainability Workshop, City of Brawley Parks and Recreation Department (2012)

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-  City Boundary
 -  City Sphere Of Influence
 -  Existing City Park
 -  Existing City Park and Field
 -  Future Park
 -  Future Park / Retention Basin
 -  Undeveloped Park
- Source: City of Brawley General Plan, 2008

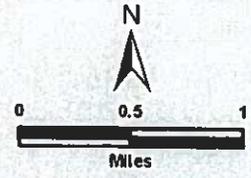
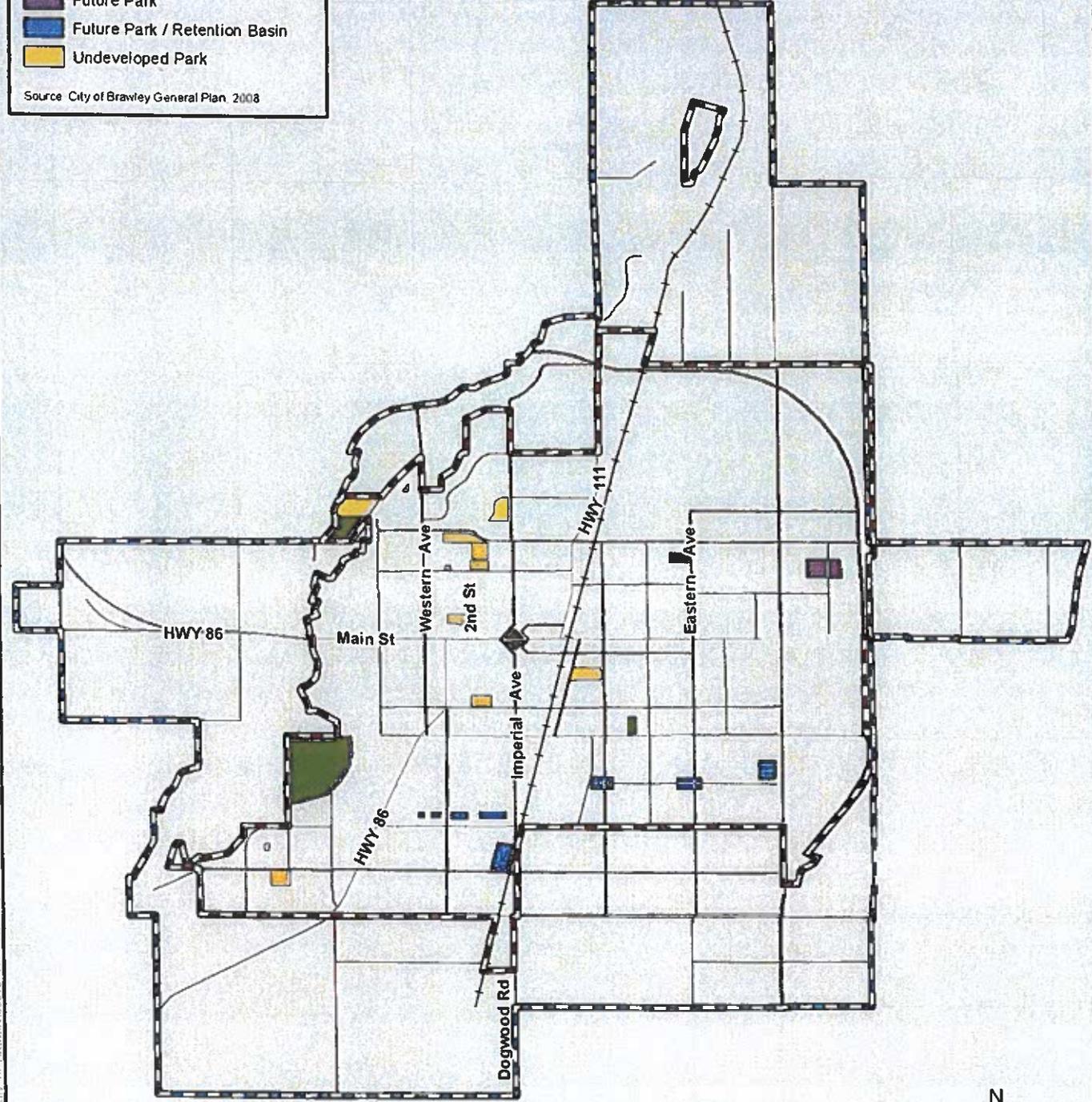


Figure 4.6.1
Existing and Future Parks
City of Brawley Service Area Plan



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As shown below in Table 4.6-2b, according to City staff, the square footage of the City's community center facilities includes the following:

Table 4.6-2b Existing Community Center Facilities

Community Center Facility	Size (square feet)
Lions Recreation Center ¹	20,000
Lions Pool ¹	12,000
Brawley Teen Center ¹	5,000
Blake David Skate Park ¹	18,600
Brawley Senior Center ¹	5,000
Del Rio Community Room ²	2,400
Total	60,600

Source: ¹Sustainability Workshop, City of Brawley Parks and Recreation Department (2012)
²Marjo Mello, Interim Parks and Recreation Director

Adequacy of Existing Facilities and Staff

To determine the adequacy of existing facilities, the 2017 DOF population of 26,928 residents was used to determine the population-based performance standard requirement for each parks and recreation facilities. As shown below in Table 4.6-3, all of the existing parks and recreational facilities are above the City's standard and are adequate to serve the existing population, except for Mini Parks, which are about 2.47 acres below the population-based standard of 0.2-0.5 acres per 1,000 residents.

Table 4.6-3 Adequacy of Existing Parks and Recreation Facilities

Parks and Recreation Facility	Requirement per City Standard¹	Existing	Above/Below Standard
Community Center	37,806 square feet	60,600 square feet	Above Mini
Park	6.73 acres	3.78 acres	Below
Neighborhood Park	26.9 acres	33.44 acres	Above
Community Park	53.8 acres	90.55 acres	Above
Developed Parkland	87.43 acres	127.77 acres	Above

¹ Requirement based on population of 26,928 from the 2017 Department of Finance Estimate.

Future Demand for Facilities and Staff

Projected population growth within the City will result in an increased demand for facilities and services. The City will extend recreation programming and services to annexed areas in the same manner as they are provided within the existing City. If the need for additional parks arises for future annexations, each development would be required to dedicate and/or construct parks to serve each particular area per the City performance standards. Table 4.6-4 provides an overview of the parks and recreation facilities needed to serve future development within the City and SOI through the year 2030. As shown, parks and recreation are projected to be below the City's population-based standards for community centers, mini parks, and developed parkland, but would meet the City's standards for neighborhood and community parks.

Table 4.6-4 Adequacy of Future Parks and Recreation Facilities

Parks and Recreation Facility	Requirement per City Standard (2030) ¹	Existing	Additional Resources from City's 5-Year Plan (2012–2017)	Existing + Additional Resources	Above/Below Standard
Community Center	83,628 sf	60,600 sf	None	60,600 sf	Below
Mini Park	15–30 acres	3.78 acres	4.70 acres	8.48 acres	Below
Neighborhood Park	60–89 acres	31.44 acres	36.20 acres	67.64 acres	Above
Community Park	119–179 acres	90.55 acres	61.00 acres	151.55 acres	Above
Developed Parkland	298 acres	125.77 acres	101.9 acres	227.67 acres	Below

¹ Requirement based on projected 2030 population of 59,564.

Opportunities for Shared Facilities

Joint use opportunities may exist with the Brawley School District and the Brawley Union High School District. Public school grounds, which typically contain play equipment, turf areas, sports facilities, and gymnasiums, often act as de facto parks. Where possible, future neighborhood and community parks will be located adjacent to public schools and share amenities.

Phasing

Several methods will be used to provide new parks and recreation facilities as the City's population grows. The City will encourage and, where appropriate, require the inclusion of recreation facilities and open space within future residential, industrial, and commercial developments. As new development projects are proposed in Brawley, the City will assess the impact of new development on the existing parks and recreation system. The City will then require the dedication of parkland, payment of an in lieu fee, or a combination of both as a condition of new residential development pursuant to the Quimby Act.

The final location, size, type, and ultimate number of park sites will be determined based upon the approved number of dwelling units at the time of subdivision approval, following annexation of lands within the SOI.

4.6.3 Funding

Current Funding

Several methods are used to provide new parks and recreation facilities as the City population grows. The City will encourage and, where appropriate, require the inclusion of recreation facilities and open space within future residential, industrial, and commercial developments. As new development projects are proposed in Brawley, the City will assess the impact of new development on the existing park and recreation system. The City will then require the dedication of parkland, payment of an in lieu fee, or a combination of both as a condition of new residential development pursuant to the Quimby Act. In addition, the new Development Impact Fee would allocate \$3,333 per new single-family residence and \$2,500 per new multi-family residence for park improvements. The City will also continue the use of assessment districts and Adopt-A-Park program to obtain and maintain parkland. The City will continue to require all new subdivisions to fund the development and maintenance of parks through assessment districts.

Per Capita Costs

For FY 2016/2017, the Brawley City Council approved an operating budget of \$1,587,504 for parks, recreation, and senior citizen services. Considering a City population of 26,928 from the Department of Finance 2017 estimate, the current per capita operating cost is approximately \$58.95.

Future Funding Costs

Projecting the \$58.95 per capita parks and recreation operating cost over the planning period for the SAP, the parks and recreation operating cost would require approximately \$3,511,298 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars and does not account for inflation.

Cost Avoidance Opportunities:

There are no cost avoidance opportunities.

Recommended Funding/Future Funding Sources

Development Impact Fees are expected to finance 100% of park and recreation facility demands for future development within the City through 2030. Large-scale new developments may be required to create assessment districts to improve and maintain parkland. Other future funding sources will also include current funding mechanisms. In addition, Quimby fees can be used for parks and recreation facilities in lieu of parkland acquisition.

4.6.4 Recommendations

In order for the City to provide its residents with adequate parkland that is efficiently managed and maintained as growth continues within the City and within the boundaries of the SOI, the City will implement the following measures.

- Pursue joint-use opportunities with the Brawley School District and the Brawley Union High School District.
- Continue to adhere to the existing parkland standard.

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4.7 CIRCULATION FACILITIES

The City of Brawley owns and maintains local public streets within the City while Imperial County owns and maintains local public roads in unincorporated Imperial County. State Routes throughout the County and City are owned and maintained by the state of California (the California Department of Transportation, Caltrans).

4.7.1 Performance Standard

Construction standards and maintenance of street improvements differ considerably between the City of Brawley and Imperial County. For example, the City requires developers to construct, at a minimum, street and parkway improvements to City public street standards adjacent to any new development, regardless of the size of the development. New subdivisions are required to construct interior residential and collector streets to City standards at the developer's expense. Typically, developers of subdivisions must construct all roadways within their project, including perimeter streets to be improved with sidewalks, curbs and gutters, one parking lane, and one travel lane.

The Infrastructure Plan of the City's General Plan includes a classification of street types and performance standards to maintain stable traffic flow without significant delays. This is accomplished through a roadway classification system and level of service performance criteria described below. The Circulation Plan, as shown in the City's General Plan, is depicted on Figure 4.7.1.

Roadway Classification System:

The roadway system in Brawley is defined using a classification system, which identifies a hierarchy of roadway types as shown on Figure 4.7.2. The categories of the classification system differentiate the size, function, and capacity of roadways. There are eight basic categories in the hierarchy: Expressway, Prime Arterial, Minor Arterial, Collector, Local Collector, Residential, Industrial Collector, and Industrial Local. These sections represent desirable standards, but variations of right-of-way width and special road improvements will occur. These categories are described below:

- **Expressway:** A six-lane divided roadway intended to serve regional and intra-county traffic with a minimum right-of-way width of 210 feet consisting of three travel lanes in each direction, a 56-foot median, and shoulders along both sides of the travel way. No on-street parking is allowed on Expressways and the minimum intersection spacing is 1 mile.
- **Prime Arterial:** A four- to six-lane divided roadway with a minimum right-of-way width of 136 feet. Prime Arterials feature raised and landscaped medians, highly restricted access, provisions for public transit lanes, including but not limited to bus lanes, train lanes, or other mass transit type means and no parking. Prime Arterials form an important component of the city and regional transportation system.
- **Minor Arterial:** These roadways provide intra-county and sub-regional service. Access and parking may be allowed, but closely restricted in such a manner as to ensure proper function of this roadway. Typical standards include the provision for four and six travel lanes with raised and landscaped medians for added safety and efficiency by providing

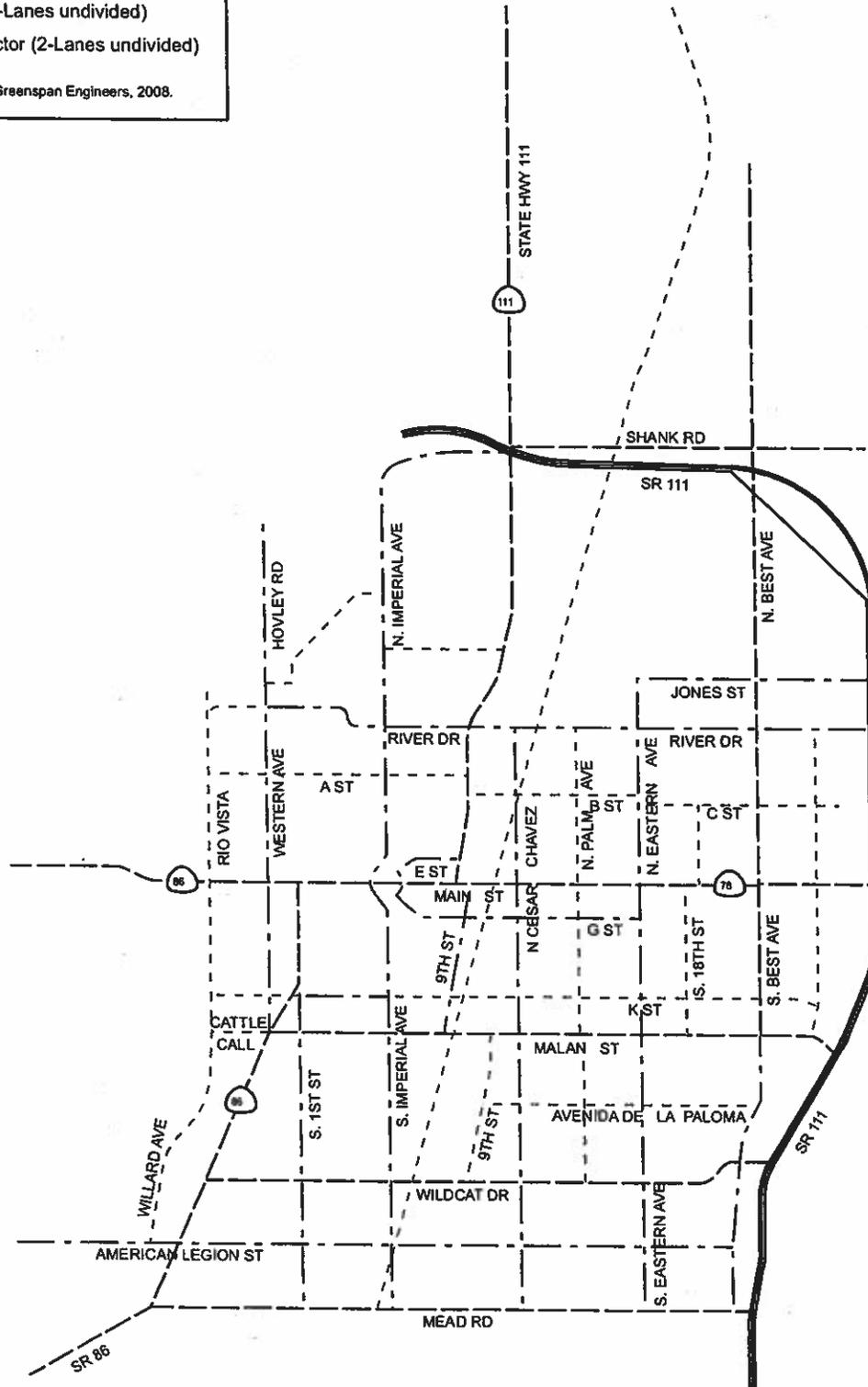
- protected left-turn lanes at selected locations. Some may also contain provisions for public transit lanes or other mass transit type means. Minimum right-of-way is 102 feet.
- **Collector:** These roadways are designed for intra-county travel as a link between the long haul facilities and the collector/local facilities. Although a Collector frequently provides direct access to abutting properties, that is not its primary purpose. Typical design features include provision for four travel lanes without a raised median, and some may also contain provisions for public transit lanes or other mass transit type means. Minimum right-of-way is 84 feet. Parking is generally not permitted.
 - **Local Collector:** These roadways are designed to connect local streets with the adjacent Collectors or arterial street system. Design standards include provision for two travel lanes and parking, except in specific locations where parking is removed to provide a turn lane at intersections. Local Collector streets frequently provide direct access to abutting properties, although that should be avoided where feasible. Minimum right-of-way is 70 feet.
 - **Residential:** This street type also includes residential cul de sac and loop streets and is designed to provide direct access to abutting properties and to give access from neighborhoods to the Local Street and Collector Street system. This classification should be discontinuous in alignment to discourage through trips. Typical design standards include provision for two travel lanes, parking on both sides, and direct driveway access. Minimum right-of-way is 60 feet.
 - **Industrial Collector:** The main function of this classification is to provide for efficient movement of goods for regional, subregional, and intra-county travel services. Access and parking may be allowed, but closely restricted in such a manner as to ensure safe and proper function of industrial traffic on this roadway. Typical design standards include provisions for up to four travel lanes and parking on both sides. Minimum right-of-way is 96 feet.
 - **Industrial Local:** This classification is designed to connect industrial properties and areas with the adjacent Industrial Collector, Residential, Collector, or arterial system. Design standards include provisions for two travel lanes, of a minimum of 13-foot width each, and parking. Industrial streets frequently provide direct access to abutting industrial sites and parking of industrial-sized vehicles. Minimum right-of-way is 64 feet.

Performance Criteria:

"Performance Criteria" are used to evaluate the ability of the circulation system to serve existing and planned land uses. Performance criteria facilitate the comparison of future traffic volumes and future circulation system capacity and the assessment of the adequacy of the circulation system. Performance criteria establishes a desired level of service (LOS) and a technical component that specifies how traffic forecast data can be used to measure the achievement of the criteria. Levels of service range from A to E and are defined in Table 4.7.1 (General Plan/Infrastructure Element Table I-2). Table 4.7.2 (General Plan/Infrastructure Element Table I-3) shows the maximum Average Daily Traffic (ADT) accommodated by LOS A through E for the four roadway categories described above.

- Expressway (6-Lanes divided)
- - - Minor Arterial (4-Lanes divided)
- · - · Collector (4-Lanes undivided)
- - - Local Collector (2-Lanes undivided)

Source: Unscott, Law & Greenspan Engineers, 2008.



K:\San Diego\projects\City of Brawley\00819_11_Service Area Plan\mapdoc\Fig04_7_1_Circulation_Plan.mxd 4/5/2012 19:542



Figure 4.7.1
Circulation Plan
City of Brawley Service Area Plan

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Table 4.7-1 Level of Service for Brawley Circulation Performance Criteria

Level of Service	Description
A	Represents free flow. Individual drivers have a high degree of freedom to select their travel speeds and are generally unaffected by other vehicles in the traffic system.
B	Represents stable flow, but individual drivers are somewhat affected by other vehicles in determining travel speeds.
C	Represents stable flow, but the selection of the speeds of individual drivers is significantly affected by other vehicles.
D	Represents a condition of high-density, stable traffic flow in which speed and freedom of movement are severely restricted by the presence of other vehicles. At signalized intersections, some vehicles may occasionally have to wait for more than one green light in order to pass through the intersection.
E	Represents operating conditions at or near capacity. Individual vehicles have little freedom to maneuver within the traffic stream, and any minor disruptions can cause a breakdown in the flow of traffic. At signalized intersections, vehicles regularly wait for more than one green light to clear the intersection.
F	Represents breakdown conditions. At this level of service, speeds are low, delay is high, and there are more vehicles entering the roadway than can be accommodated.

Source: City of Brawley, General Plan 2008.

Table 4.7-2 ADT Level of Service Volumes by Roadway Types

Roadway Type	Maximum Average Daily Traffic by Level of Service				
	LOS A	LOS B	LOS C	LOS D	LOS E
Expressway	30,000	42,000	60,000	70,000	80,000
Prime Arterial	22,200	37,000	44,600	50,000	57,000
Minor Arterial	14,800	24,700	29,600	33,400	37,000
Collector	13,700	22,800	27,400	30,800	34,200
Local Collector	1,900	4,100	7,100	10,900	16,200
Residential	1	1	<1,500	1	1
Residential Cul-de-Sac or Loop Street	1	1	<200	1	1
Industrial Collector	5,000	10,000	14,000	17,000	20,000
Industrial Local	2,500	5,000	7,000	8,500	10,000

Source: City of Brawley, General Plan 2008

¹ Levels of service are not applied to residential streets because their primary purpose is to serve abutting lots, not carry through traffic. Levels of service normally apply to roads carrying through traffic between major trip generators and attractors.

The City of Brawley has established LOS C as a threshold standard to monitor the performance of community roadways. If the ADT on a particular roadway is greater than the traffic levels established for LOS C, the City will determine that the performance of the roadway is unacceptable. When roadway performance is unacceptable, improvements to the roadway will be required to increase the capacity to accommodate greater ADT levels.

4.7.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

The circulation system within the City is oriented in a north/south and east/west grid system. The City's roadway types include Expressways, Prime Arterials, Minor Arterials, Collectors, Local Collectors, Residential, Industrial Collectors, and Industrial Locals. The City operates and maintains signalized and unsignalized intersections that control the flow of traffic in their circulation system.

The major regional roadway facilities located within City limits include three State Routes: SR-78, SR-86, and SR-111 operated by the State through Caltrans. SR-111 passes through the southeastern, and northern areas of the City and provides access to areas north and south. SR-86 transects the City to the southwest of the City limits. SR-78 runs in an east/west direction transecting the center of the City. The State Routes represent important regional circulation roadways that affect land use within the City. The City is partially responsible for the relinquished portion for maintaining these highways, upkeep and adequate circulation on such facilities affects traffic throughout the City-operated system.

Main Street is presently the most heavily traveled roadway in Brawley. Brawley also experiences substantial truck traffic within the urbanized area due to the City's location at the intersection of SR-78, SR-86, and SR-111. The agricultural sector of Imperial Valley generates a large number of local and regional truck trips.

Ownership and maintenance of local public streets within the City is the responsibility of the City of Brawley Department of Public Works, which has one road maintenance yard located west of SR-111 within the City limits. The City also follows a regular maintenance schedule, which would be applied to streets in the City and annexed areas.

Within the unincorporated area of the SOI, ownership and maintenance of local public roads is the responsibility of Imperial County. Road improvements are installed and inspected according to standards developed by the County Public Works Department. The County does not maintain dedicated local roads on a regular schedule. If the condition of a particular road becomes a non-emergency safety concern, the Public Works Department must first allocate the funds for the repair in the budget for the following fiscal year. In emergency situations, the Brawley road maintenance yard within the City's limits would be assigned to conduct repairs and/or cleanup.

Adequacy of Existing Facilities

The City's circulation facilities are generally found to operate at acceptable levels. The following projects have identified that all roadways and intersections will operate at a LOS C or better with mitigation: Final Environmental Impact Report for the Luckey Ranch Annexation to the City of Brawley (November 1999), Final Environmental Impact Report and Initial Study for SDSU Imperial Valley Master Plan Project (July 2003), and Final Environmental Impact Statement/Report for the State Routes 78/111 Brawley Bypass; these projects have been approved and are at various stages of development.

Many of the roads depicted on the Circulation Plan, Figure 4.7.1, do not currently meet the standards of the roadway designations, and some of the identified components of the circulation system are not yet constructed. Extension of roadways and creation of additional roadways will be needed as development occurs within the City limits and the SOI.

Future Demand for Facilities

As residential, commercial, and industrial development continue within the City boundaries and SOI, the City will need to continue to upgrade and improve existing roadways and create new roadways in order to maintain a service level that is in keeping with the goals established in the City's Circulation Plan. Existing roads will not be able to accommodate the additional traffic generated by development within the SOI. It is assumed that some level of Circulation Plan improvements will be provided in association with private and public projects, including the SR-78/111 to be constructed by Caltrans and those associated with private development throughout the City.

The City of Brawley Capital Improvement Program, FY 11/12 – FY 20/21 identifies the following future demand for circulation facilities (see Table 4.7.3) to serve future development in the City through FY 2020/2021.

Table 4.7-3 Projected Circulation Projects – City of Brawley, 2011–2021

Circulation Facility	Upgrade Type
18 th Street	Construction
Best Avenue	Rehabilitation
Dogwood Road	Construction
East B Street	Extension
East D Street	Resurfacing
East Duarte Road	Construction
East H Street	Resurfacing
East K Street	Extension
East Magnolia Street	Construction
East River Drive	Construction
Legion Street	Resurfacing
Main Street	Resurfacing
Malan Street	Extension
Mead Road	Road Construction, Overpass Construction
North 1 st Street	Resurfacing
North 8 th Street	Rehabilitation
North Imperial Avenue	Resurfacing
North Palm Avenue	Construction
Panno Street	Roadway Extension, Rehabilitation
Rio Vista Avenue	Widening

Circulation Facility	Upgrade Type
River Drive	Overpass
River Street	Asphalt Rehabilitation
Shank Road	Rehabilitation
South 8 th Street	Resurfacing
South Imperial Avenue	Resurfacing
Western Avenue	Curb, Gutter, and Sidewalk Improvement
Wildcat Drive	Road Construction, Bridge Construction
Wilson Street	Construction

Source: City of Brawley Capital Improvement Program, FY 11/12 – FY 20/21.

Opportunities for Shared Facilities

In order to maintain the best possible circulation within City limits, throughout the SOI, and within the County and the greater region as a whole, the City will continue to cooperate with the Caltrans, the Southern California Association of Governments (SCAG), and the County to monitor the operation of the regional system and the implementation of necessary improvements. The City will also continue to cooperate with the County and the Imperial Valley Transit Authority to ensure that adequate bus service is available for elderly and disabled persons.

The City will review and comment on environmental documents from the County and nearby cities for new development projects. The City will focus particularly on potential regional transportation impacts and request measures to mitigate traffic impacts on the City and SOI where applicable.

Phasing

Planning and improving local public roads will be the responsibility of the City. The City will require that consideration be given to phasing development to assure that street improvements proceed in an orderly manner from existing improvements into and throughout new development areas.

It is assumed that some level of Circulation Plan improvements will be provided in association with private and public projects, including the SR-78/111 to be constructed by Caltrans and those associated with private development throughout the City. As the City develops and traffic levels increase, the City will construct roadway improvements to implement the Circulation Plan. The City has had discussions with Caltrans regarding taking jurisdiction over sections of SR-86 and SR-78. All projects with impacts on Caltrans roadways, including SR-86, SR-78, and SR-111 will require review and coordination with Caltrans.

To ensure adequate transportation management in future years, the City will implement several programs in addition to the Circulation Plan. The City will require the preparation of a traffic analysis for major development proposals to identify potential impacts on the City's circulation system and identify necessary physical improvements to maintain LOS C, both for new onsite streets as well as existing offsite streets that will be impacted by project traffic. As traffic volumes approach or exceed LOS C, the City will design improvements to increase the

capacity: restriping, restricting on-street parking, improving signal timing, widening intersections, and taking other appropriate measures. The City will also take actions to decrease the demand for vehicular transportation, such as promoting transit service, bicycle, pedestrian, and equestrian facilities.

4.7.3 Funding

Per Capita Costs

For FY 2016/2017, the Brawley City Council approved an operating budget of \$4,540,000 for transportation services. Considering a City population of 26,928, the current per capita operating cost is approximately \$168.60.

Future Funding Costs

Projecting the \$168.60 per capita transportation operating cost over the planning period for the SAP, the transportation operating cost would require approximately \$10,042,490 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars and does not account for inflation. Per the City's CIP, transportation operating costs are projected to total \$104,486,933 over a 10-year period between FY 2011/2012 and FY 2020/2021.

Cost Avoidance Opportunities

There are no opportunities to reduce costs.

Recommended Funding/Future Funding Sources

Development impact fees are expected to finance 93.16% of the circulation facilities demands discussed in the DIF Study for future development within the City through 2030. The remaining 6.84% of the circulation facilities discussed in the DIF Study will be funded through other sources. Fair share traffic impact fees as established by the City for equitable funding of transportation improvements off site or under Caltrans authority shall be paid by the project proponent as specified by the Conditions of Approval for the future developments within the SOI. Traffic impact fees commensurate with traffic generated from future project development shall be paid by the project proponent to the satisfaction of the City Engineer as specified in the Conditions of Approval.

Possible funding sources include assessment districts, redevelopment funds, Development Impact Fees, Community Development Block Grants, exactions, and similar financing methods. The City may choose to construct street improvements to rights-of-way linking the study area to other City areas, including widening, resurfacing, realignment, and landscaping. The City will ultimately assume responsibility for maintaining these improvements through Gas Tax funds and the General Fund. Other possibilities are assessment districts and related funding sources. In addition, the City uses Measure D funds for operation and maintenance of local roadways.

4.7.4 Recommendations

In order for the City to maintain adequate circulation and provide roadways that are sound and efficient throughout the City and the SOI, the City will implement the following measures.

- Implement circulation system improvement projects included in the DIF Study as needed by projected future development within the City.
- Maintain LOS C as a threshold standard to monitor the performance of community roadways.
- Require the preparation of a traffic analysis for major development proposals to identify potential impacts on the City's circulation system and identify necessary physical improvements to maintain LOS C, both for new onsite streets as well as existing offsite streets that will be impacted by project traffic.
- As traffic volumes approach or exceed LOS C, Design improvements to increase the capacity – restriping, restricting on-street parking, improving signal timing, widening intersections, and taking other appropriate measures.
- Take actions to decrease the demand for vehicular transportation, such as promoting transit service, bicycle, pedestrian, and equestrian facilities.

4.8 WASTEWATER FACILITIES

The City of Brawley provides wastewater collection, treatment, and disposal services for residential, commercial, and industrial uses. The City Public Works Department plans, constructs, and maintains the sewage system. The system includes a collection network of pipes and a wastewater treatment plant (WWTP).

The City adopted its Master Plan for the Wastewater Collection System and the Wastewater Master Plan in 2013. Existing and projected wastewater needs in this analysis are based on coordination with City staff and the CIP for FY 2011/2012. A copy of current the Wastewater Master Plan (2013) is available at the City for review.

4.8.1 Performance Standard

Performance standards for operation of the City's WWTP are based on compliance with discharge requirements of the California Regional Water Quality Control Board (RWQCB) Colorado River Basin Region 7. The City is in the process of developing an update to the existing Wastewater Master Plan, which will include a plan for the facility to meet anticipated flows through the year 2030.

Performance standards for new development are founded on providing adequate collection systems based on evaluation of the capacity needs for proposed residential and other land uses, which is specified in the Wastewater Master Plan. Wastewater average daily flows and projected daily capacity of the WWTP are shown below in Table 4.8-1 for 2010; however, future flows and capacity is unknown at this time and will be updated by the Master Plan, once adopted.

Table 4.8-1 Existing and Projected Wastewater Flow and Capacity

Year	Projected Population	Projected Average Daily Flow	Projected Daily WWTP Capacity
2017	26,928	3.83 MGD ¹	5.9 MGD
2020	39,873	5.83 MGD	5.9 MGD
2030	59,564	7.31 MGD	5.9 MGD

¹ MGD = million gallons per day

Note: 2017 Population from DOF Estimate, 2020 Population from SCAG RTP 2012, and 2030 Population is the sum of the additional population from the 2010 DIF Study by 2030 (34,611 people) plus the 2010 Census population (24,953).

4.8.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

The City's wastewater collection system is a gravity flow system. The majority (approximately half) of the system is a combined sanitary and storm sewer system. Figure 4.8.1 shows the location of the City's main wastewater collection lines, which are generally 10 inches and larger

in size and convey wastewater flows from south to north. Smaller lines, 6 and 8 inches in size, flow primarily east and west and are located in virtually every east–west street in the City. As indicated in the 2013 Wastewater Master Plan, the existing system includes approximately 77 miles (406,560 linear feet) of wastewater collection lines ranging from 6 to 30 inches, and 2.1 miles of force mains.

The existing WWTP is located in the northeastern portion of the City's boundary. The total design capacity of the wastewater treatment plant is 5.9MGD. The WWTP provides secondary treatment through a Biolac® activated sludge treatment system that was brought online in December 2011. The treatment system is comprised of three Biolac® activated sludge treatment units equipped with air diffusers, three secondary clarifiers, an activated sludge pumping stations, ultraviolet disinfection, and sludge processing facilities. The Discharger has converted one of the inactive primary clarifiers into a sludge thickening unit and the other inactive primary clarifier into a sludge holding tank. Wasted activated sludge is thickened in a sludge thickening unit, dewatered in a centrifuge sludge dewatering unit, and then dried using solar greenhouse sludge drying structure. The Biolac® process operates without primary treatment; therefore, no primary sludge is produced during the treatment process. All of the wastewater collectors and mains flow to the City's WWTP, which process the effluent and discharge the treated water into the New River.

The City also operates several lift stations, which primarily include the South Brawley Sewage Lift Station No. 1, the Citrus View Sewage Lift Station No. 2, and the Latigo Sewage Lift Station No. 3, which pump wastewater into nearby gravity sewers. Smaller lift stations have also been constructed privately to serve larger developments, such as the Wal-Mart and Los Olivos lift stations; however these stations are not operated by the City of Brawley. Lift Station No. 1 was designed in 1988 as part of the Southwest Brawley Sewer Improvements Project and is located south of Malan Street and east of Dogwood Road and the Union Pacific Railroad. One 10-inch force main conveys flow from Lift Station No. 1 east and north to the WWTP. Lift Station No. 2 was designed in 1989 to serve the subdivision of Citrus View and is located in the southwestern part of the City, on the east side of Richard Avenue between Ronald and Steven Streets. The Citrus View area in the City of Brawley has independent sanitary and storm sewer systems; therefore, stormwater flows are not discharged to the wastewater collection system or the lift station. Since the lift stations were constructed, development in the areas that contribute flow to the lift stations has increased the discharge into the collection system.

Adequacy of Existing Facilities

Approximately half of the municipal wastewater and drainage collection systems are combined in the City of Brawley. Consequently, drainage water is treated at the WWTP and accounts for a substantial part of the treatment plant operation load. To prevent sewage spills during unusual rain events, an overflow basin has been constructed to reduce the amount of overflow. The capacity of the sewers is adequate under normal dry weather conditions.

The capacity of the existing WWTP is 5.9 MGD, which is more than the estimated average daily flow of 3.84 MGD. According to City staff, the current WWTP treats about 65% of the maximum design capacity depending upon influent flow rates, and per the RWCQB was not in need of additional capacity to accommodate existing development. Several of the wastewater sewer lines were over capacity in 2017, which are combined with the drainage collection systems. Wastewater lines in most need of improvement are specified in the City's updated Wastewater Master Plan.

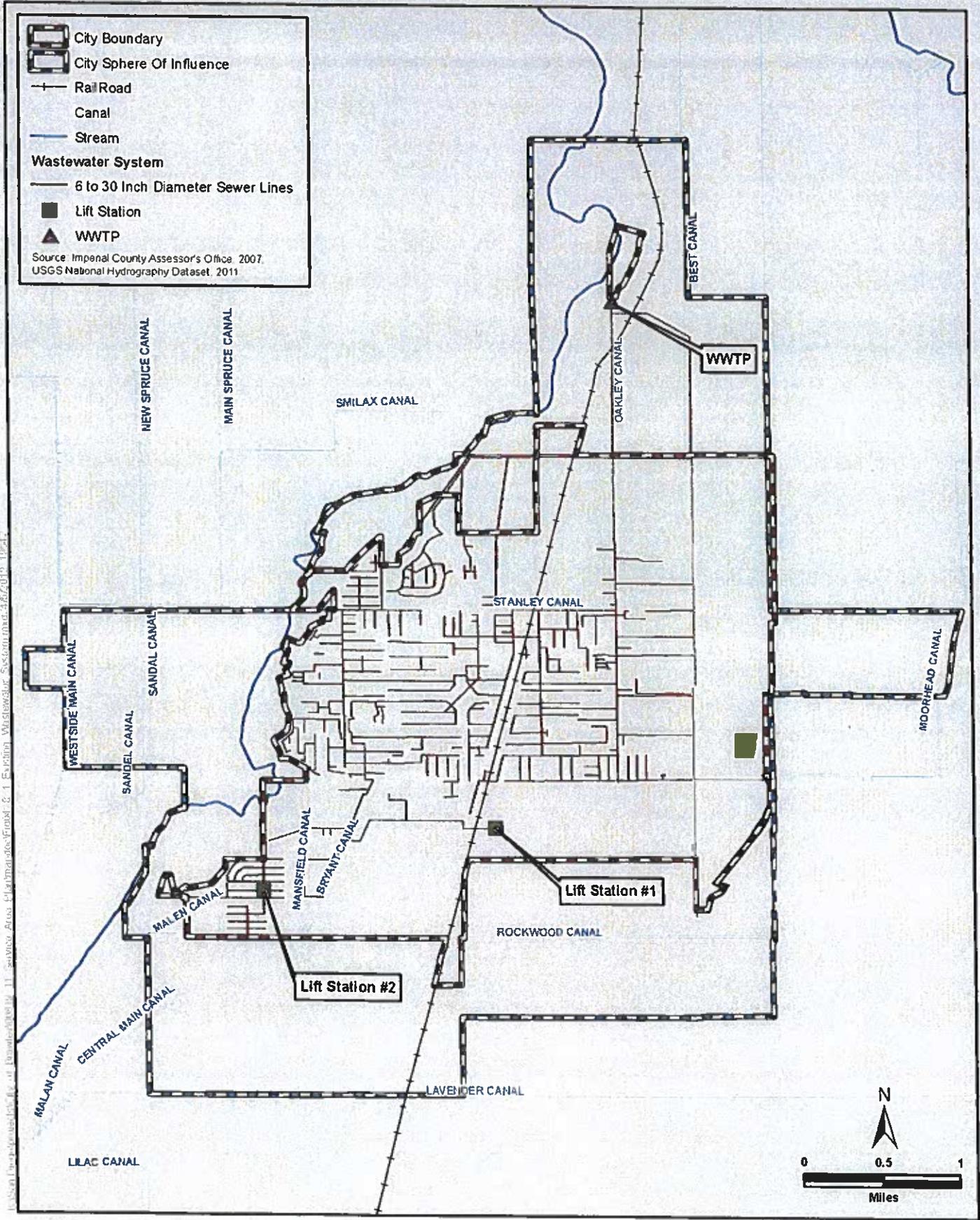


Figure 4.8.1
Existing Wastewater System
City of Brawley Service Area Plan



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Future Demand for Facilities

Projected average daily flows and future wastewater facility demands until the year 2030 are provided in the City's 2013 Wastewater Master Plan identifying the following wastewater improvements:

- Lift Station No. 1 & 2 Upgrades
- 8th Street Line Replacement
- Annual Manhole Rehabilitation
- Small Dump Truck Acquisition
- Sanitary Sewer Management Plan
- Backhoe Acquisition
- Vehicle Acquisition
- WWTP Expansion
- City Wide Sewer Line Replacements and Upgrades
- WWTP Tertiary Treatment Project
- Annual Sewer Video Inspections
- Adler Sewer Main Replacement
- Cattle Call Park Sewer Lift Station
- Annual sewer cleaning program
- North Imperial Storm Drain Extension
- Pat Williams Storm Drainage Extension
- Best Road Storm Drain North of Jones
- Best Road Storm Drain from Malan to Main
- Annual Storm Drain Inlet Rehabilitation
- Reconstruction of Storm Drain Inlets at Various Locations
- Rio Vista Storm Drain Improvements

Opportunities for Shared Facilities

The City does not share wastewater treatment, storage, or distribution facilities with other jurisdictions; however, the cities of Imperial and Brawley are discussing the possibility of jointly sharing sewer services to the area.

Phasing

The City is currently working on expanding its infrastructure and has continuously been working on infrastructure projects since the year 2000. As noted above, the CIP identifies future improvements between FY 2011/2012 and FY 2020/2021 related to wastewater services, and specifies anticipated projects for each fiscal year.

4.8.3 Funding

Current Funding

The City of Brawley Public Works Department charges users monthly fees for wastewater services. A substantial amount of the user fees also pay for debt financing that was required to construct existing facilities.

Per Capita Costs

For Fiscal Year 2016/2017, the Brawley City Council approved an operating budget of \$3,979,521 for wastewater collection and treatment services. Considering a City population of 26,928, the current per capita operating cost is approximately \$147.78.

Future Funding Costs

Projecting the \$147.78 per capita parks and recreation operating cost over the planning period for the SAP, the wastewater collection and treatment services operating costs would require approximately \$8,802,268 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars, and does not account for inflation.

Cost Avoidance Opportunities

There are no cost avoidance opportunities.

Recommended Funding/Future Funding Sources

Development impact fees are expected to finance 37.14% of the wastewater facilities demands discussed in the DIF Study for future development within the City through 2030. The remaining 62.86% of the facilities also discussed in the DIF Study will be funded through other sources. New developments are responsible for adding or upgrading infrastructure, if needed, as discussed in the 2013 Wastewater Master Plan. Future project proponents will be responsible for the costs of the sewer infrastructure within and directly benefiting their project within the SOI. This infrastructure may include sewer laterals connected to new structures, collection mains with manholes, pump stations, and forced mains, if required, all of which collect sewage directly

from the respective study areas. Recommended funding sources include the Border Environment Infrastructure Funding (BEIF) from the Border Environment Commission.

4.8.4 Recommendations

In order for the City to assure adequate service to its wastewater customers as development continues within the City boundaries and within the SOI, the City will implement the following measures.

- Implement improvement projects in the Wastewater Master Plan and the DIF Study as funds become available and as deemed necessary by the Director of the Department of Public Works.
- Ensure that the City's WWTP operation is in compliance with discharge requirements of the RWQCB.

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4.9 WATER FACILITIES

The City of Brawley provides potable water treatment and distribution within the City limits and SOI boundaries; and the Public Works Department plans, constructs, and maintains the water system. The City purchases raw imported Colorado River water from the IID, which delivers the raw water to the City via IID-owned and operated canals—the Mansfield and Central Main Canals. Untreated water to be used for agricultural purposes is delivered to customers directly from the IID canal systems, while water to be used for domestic and industrial/commercial purposes is delivered to the City's water treatment plant, where the water is filtered and disinfected before it is pumped into the water distribution system. The City last updated its Water Master Plan in 2012.

4.9.1 Performance Standard

Storage is required in a system to help stabilize flows and pressures, as well as to provide for emergency conditions such as fighting fires, facility repairs, etc. The minimum volume of storage available to a water distribution system typically includes both operational and contingency storage. Since the Water Master Plan is in the process of being updated, the City does not currently have established criteria. The 2012 Water Master Plan used the City of San Diego's storage criteria, which requires ground-level storage to equal 50% of the system's maximum day demand. Table 4.9.1 depicts the water system's capacity standards, which are rough projections based on City staff input.

Table 4.9-1 Water System Capacity Standards

Year	Projected Population	Average Annual Demand	Required Storage Volume	Existing Storage Volume
2017	26,928	4.84 MGD	16.1 MGD	9 MG
2020	39,873	10.6 MGD	15.9 MGD	9 MG
2030	59,564	14.3 MGD	21.4 MGD	9 MG

MG = million gallons

Note: 2010 Population from US Census, 2020 Population from SCAG RTP 2012, and 2030 Population is the sum of the additional population from the 2010 DIF Study by 2030 (34,611 people) plus the 2010 Census population (24,953).

4.9.2 Facility Planning and Adequacy Analysis

Inventory of Existing Facilities

The existing water distribution system consists of one water treatment plant, three separate storage facilities, two pump stations, and approximately 110 miles of 4- to 24-inch water mains. The existing water system is depicted on Figure 4.9.1. In 1999, the City completed construction of a new water treatment plant to alleviate capacity problems that were occurring at the old water treatment plant, which is no longer in use.

The water treatment plant includes the following:

- A 15-MGD capacity, which provides adequate space for expansion to 30 MGD and is located on Cotton Rosser Drive to the west of SR-86, approximately 0.5 miles to the south of the old water treatment plant.

The existing storage facilities include the following:

- 2-MG grade level reservoirs located at the water treatment

plant on 760 Cotton Rosser Drive 3-MG grade-level steel reservoir

located just north of the airport. The existing pump stations include the following:

- The first station is located just south of the airport.
- The 1999 Pump Station includes 6 MG of finished water storage and five equal sized pumps and is located on Cotton Rosser Drive to the west of SR-86, located to the south of the existing water treatment plant.

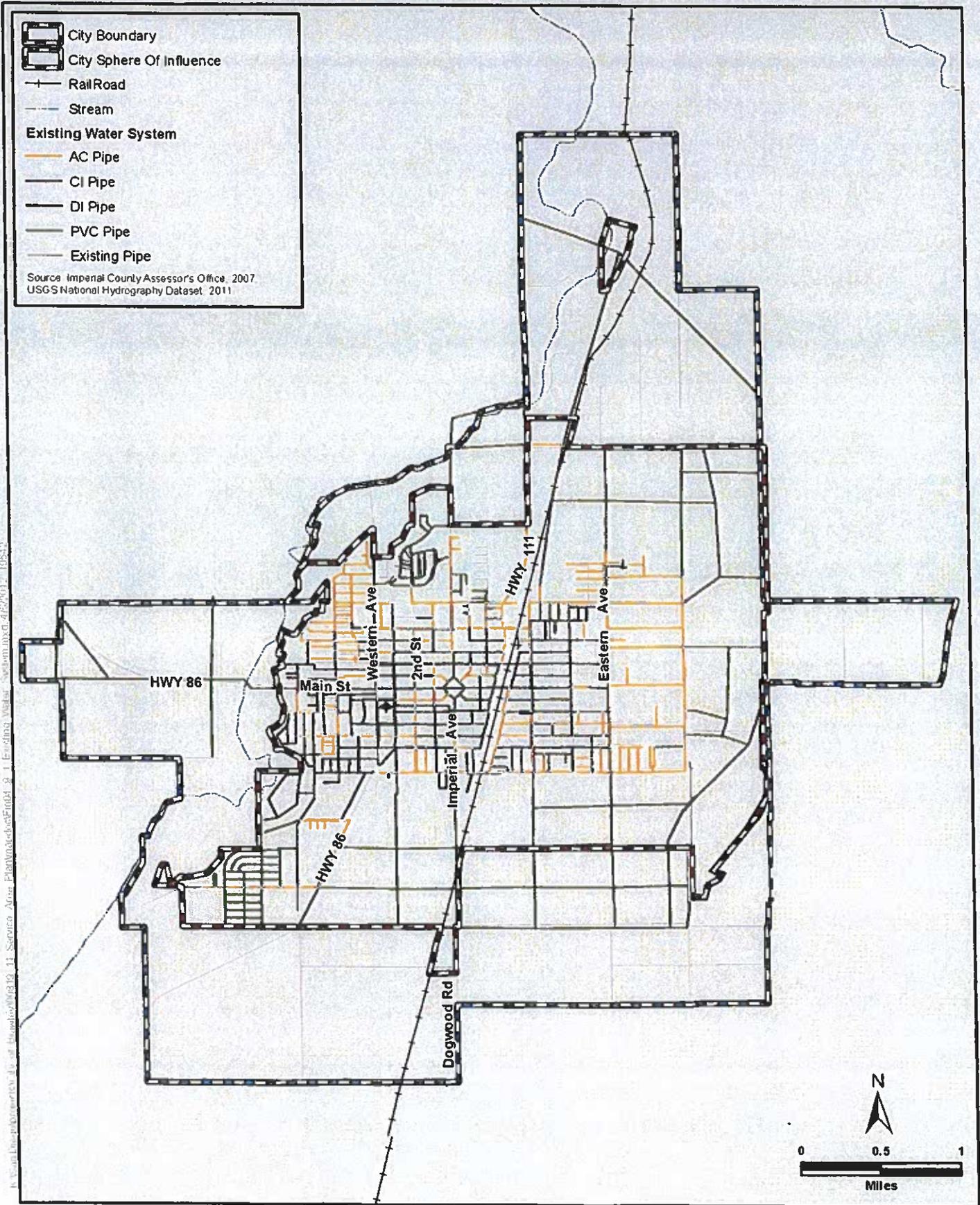
The City's water mains range in diameter from 4 to 24 inches and are constructed of either cast iron (CI), asbestos cement (AC), or polyvinyl chloride (PVC). The CI pipes are the oldest and account for roughly 39% of the water mains and were installed until the 1960s. The AC pipes account for approximately 41% of the water mains and were installed through the 1960s and 1970s. The PVC pipes account for 20% of the water mains and represent the material of choice since the 1980s.

The existing facilities as indicated by City staff include the following:

Existing Resource	Existing Amount
Water Main Improvements	110 miles
Water Treatment Plant	1
3-MG Finish Water Storage Reservoirs	3
Raw Water Reservoir	2
Pond Lining	4
Communication Radio System	2
Trucks	4
Forklift	1
Finish Water Pump Station	1
Booster Water Pump Station	1

Adequacy of Existing Facilities

The City updated their Water Master Plan in 2012. The City has experienced several failures in the existing CI pipes due to corrosion. City personnel have indicated that in some



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Figure 4.9.1
Existing Water System
City of Brawley Service Area Plan

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instances where the CI pipe was removed, the pipe's interior diameter was less than half of what was originally installed. The alkaline soils in the Imperial Valley attack the pipe from the exterior and the alkaline water attacks from within. Some of the CI pipes have been in service for over 65 years, with newer CI pipes being in service for over 30 years. The pipes that have been replaced show extensive encrustation on the pipe interior due to salt build up. Due to corrosion, the capacity of the CI pipes is roughly 50% of AC or PVC pipes. This difference also equates to greater pressure loss and lower reliability for hour and fire flows. As a result, the CI pipe C-factor used for model calibration is 100, compared to C-factors for the newer AC and PVC pipe of 140 and 150, respectively.

According to City staff, the City's average daily flow is 4.84 million gallons per day. The water treatment plant has a current capacity of 15 million gallons per day. The peak flow during the summer has been as high as 11.8 million gallons per day. In addition, it's expected that the average daily flow will diminish as the City implements the reading of the water meters.

The 2012 Water Master Plan explains that the existing distribution system is not capable of meeting user demands. To provide adequate pressures to meet existing user demands, the following needed improvements are listed below. The City intends to make the modifications listed below as new development occurs.

- Replacing all existing 4-, 6-, and 8-inch CI pipe with 8-inch PVC minimum. All larger diameter CI pipes should be replaced with same size PVC pipe.
- Replacing all CI pipes in a commercial or industrial zone with 12-inch PVC.
- Increasing the existing 8-inch AC pipe with 12-inch PVC in Malan Street from Eastern Avenue to Best Road and in Best Road from Malan Street to Jones Street.
- Replacing the 6-inch AC in River Drive near SR-111 and in SR-111 north of River Drive with 12-inch PVC.
- Replacing the 6-inch AC in the vicinity of the airport with 12-inch PVC.
- Replacing the 6-inch AC in the residential area of Duarte, Rubio, Jones, and Trail Streets near the airport with 12-inch PVC.

According to Table 4.9.1, the existing storage volume is adequate.

Future Demand for Facilities

Projected future water facility demands until the year 2030 will be provided in the City's updated Water Master Plan, and is anticipated for approval during FY 2012/2013. However, at the time this document was prepared, input from City staff and the CIP for Fiscal Year 2011/2012 identified the following future water improvements:

- Water Treatment Plant (WTP) Expansion
- WTP Sedimentation Basin Expansion
- Finish Water Tank Lining
- Variable Speed Drive Pumps at Airport
- Remote Pressure Sensing Units
- Commercial Water Meter Purchase

- Public Works Water Tank Removal
- Malan Water Line Phase IV
- Southwest Water Line Replacement
- Main Street Water Main Replacement
- Backhoe Acquisition
- Concrete Breaker Acquisition
- 4-inch Pump Acquisition
- Compactor Acquisition
- Welder Acquisition
- Dump Truck Acquisition
- Water Truck Acquisition
- Arrow Board Acquisition
- Message Board Acquisition
- Trencher Acquisition
- Water Master Plan
- City Wide Water Line Replacements and Upgrades
- Potable Water Storage Tanks
- Andrida Circle Water Line Replacement
- Construction of 2- by 3-MG Reservoir and Pump Station
- Annual Water Valve Replacement
- 14th Street Water Main Replacement
- Water Treatment Plant Raw Water Storage Reservoir
- WTP Pond Liner Replacement
- Variable Speed Drives at WTP
- SCADA Control of Remote Tank Station

Opportunities for Shared Facilities

There are no opportunities for shared facilities.

Phasing

According to the 2012 Water Master Plan and City staff, the design and construction of the proposed existing water system capital improvements are proposed to be phased until the year 2024. The future water system, according to the 1999 Water Master Plan, are divided into three phases, which allow for the construction of facilities at a fairly steady pace without severely taxing the City's revenues at any one time. As of 2017, Phase I was partially completed.

Phase 1 (In Process):

- Replacement of all 4-inch diameter CI pipes and a portion of the 6-inch diameter CI pipes.
- Replace the 6-inch AC pipe in Julia Road, between Junctions JU-5 with a 12-inch main.
- Improvements to the Po Colonia area.

Phase 2 (year 2015 —2019):

- Replacement of the rest of the 8- and 12-inch CI pipes.

Phase 3 (year 2020 – 2024):

- Replacement of the rest of the existing CI pipes, replacement of existing pipes that have inadequate existing capacity, and providing the reliability/operation upgrades. The reliability upgrade includes the installation of a 24-inch pipe that parallels the existing 36-inch pipe at the 1999 Water Treatment Plant. This pipe will provide a redundant water source if the 36-inch line has to be taken out of service. It is also proposed that additional inter tie connections be made between the existing 36/24-inch pipe that extends from the 1999 WTP to the old WTP and the local distribution pipes.

4.9.3 Funding

Current Funding

The City of Brawley charges a flat rate to its customers for water use. The method that is currently used does not benefit the City, in that the rates do not correspond with the amount of water being consumed. The City has installed approximately 4,300 meters in the City for residential uses and maintains approximately 100 commercial accounts with meters; however, the City is still charging a flat rate for water use in the City.

Costs for water distribution systems within new developments are not included in the phasing plan, as these improvements are developer-driven and will be paid for by developers as

development occurs. The project proponent will be solely responsible for the costs of the water infrastructure within and directly benefiting their projects. This infrastructure may include storage facilities, pumps, water mains, and distribution pipelines, all of which supply water directly to the project site. New distribution mains may need to be constructed by the project proponent to connect the project site to the 2012 WTP. Routing of these lines will be determined by the Department of Public Works. If this or any other facility built by the project proponent will benefit other property owners, reimbursement agreements may be instituted to reimburse the project proponent, as appropriate. The proponent will also participate in the construction of other offsite water facilities, on a fair-share participation basis, as specified in the project Conditions of Approval.

User charges, property taxes, capital facility charges and capital reserve funds and interest earnings, as well as external financing are commonly used to finance water system capital improvements. User charges are applied to customers for use of service provided by the utility and generally provide most or all of a utility's revenues. Charges are collected through an established set of rate schedules based on the costs of providing the service and those policies related to financial inducements for water conservation.

Capital facility charges can be provided by new customers requesting service such as connection fees, line extension fees, etc. Based on state law, a capital facility fee can compensate the utility for the cost of a new customer's demand on the projected and available system capacity to provide service, but cannot exceed the expense that the new customer places on improving an existing system.

Per Capita Costs

For FY 2016/2017, the Brawley City Council approved an operating budget of \$9,123,123 for water treatment and distribution services. Considering a City population of 26,928 from the 2017 Department of Finance estimate, the current per capita operating cost is approximately \$338.80.

Future Funding Costs

Projecting the \$338.80 per capita water treatment and distribution services operating cost over the planning period for the SAP, the water treatment and distribution services operating cost would require approximately \$20,180,283 by 2030 to support the projected population of 59,564 residents. This projection is in FY 2016/2017 dollars, and does not account for inflation.

Cost Avoidance Opportunities

There are no cost avoidance opportunities.

Recommended Funding/Future Funding Sources

The City will pursue and grants available.

4.9.4 Recommendations

In order for the City to assure adequate service to its water customers as development continues within the City boundaries and within the SOI, the City will implement the following measures.

- Require water meters on all new construction and development and consider implementing a program to install meters on all existing water services.
- Implement improvement projects recommended in the Water Master Plan and the DIF Study, as funds become available and as deemed necessary by the Director of the Department of Public Works.
- Continue to periodically review the water rate and financing structure to assure adequate funding for the implementation of new projects and the maintenance of existing facilities.
- Require that system improvements conducted by the City or a private developer shall be designed to conform to relevant Federal, State, and local regulations.
- Promote water conservation by requiring all new developments to install low-flow showers and toilets. Consider implementing a low-flow replacement program for showers and toilets in existing facilities.

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4.10 AVAILABILITY OF SERVICES NOT PROVIDED BY THE CITY

As indicated in the previous sections, the provision of services to the population of Brawley is shared with other agencies. This section addresses the availability of services not provided by the City.

4.10.1 Schools

The Brawley planning area, which includes the City limits and the SOI, is served by the Brawley Elementary School District (BESD) and the Brawley Union High School District (BUHSD). The BESD is comprised of five schools: Miguel Hildalgo Elementary School, J.W. Oakley Primary, Phil D. Swing Elementary, Myron D. Witter Elementary, and the Barbara Worth Junior High. Total enrollment within the BESD is approximately 4,000 students, which is at capacity. For planning purposes, the BESD utilizes an overall student generation rate of 0.594 for single-family dwelling units and an overall student generation rate of 0.417 for multi-family dwelling units. Development impact fees are \$2.92 per square foot for residential projects and \$0.39 per square foot for commercial projects.

The BUHSD provides education for grade 9–12 students within the planning area and includes a total of three schools: Brawley High School, Desert Valley High School, and Renaissance Community Day School. The 2017 enrollment of approximately 1,750 students at the three schools is near capacity. BUHSD uses a student generation rate of 0.268 students per single-family household and 0.167 students per multi-family household for the purposes of student planning. School impact fees are \$1.07 per square foot for residential development and \$0.17 per square foot for commercial projects. In addition to the above, private elementary school facilities are available to serve students from preschool through 12th grade.

School services, including new school construction, are financed through property taxes, State and local bonds, and development impact fees. Mello-Roos districts are also established in many communities where large-scale new development is occurring. The districts' voters may also impose special taxes with a two-thirds approval.

4.10.2 Electric

The City coordinates the provision of electricity and other services for new development to ensure that adequate rights-of-way, easements, and improvements are provided. As of January 2017, the IID serves an estimated 150,000 customers, in accordance with ANSI Standards Q-84, 1-1995, which establishes normal voltage ratings and operating tolerances for 60-hertz electric power systems. The IID estimate for 2010 for total energy sales was 3,218,000,000 kilowatt hours (KWh) within the IID service area. KWh consumption within the City of Brawley is expected to grow at an annual rate between 4 and 6%.

The primary source of electrical energy is provided by fossil fuels; however, energy is created from a mix of hydrological, solar, nuclear, gas, and coal. Approximately 70% is purchased from outside the region and 30% is produced locally. Peak demand was estimated at about 1,004 megawatts (MW) system-wide on August 24, 2010. IID has more than 466 MW of available capacity, or approximately 47% more than current peak demand. The IID estimates that the average residential consumer uses more than the national average of energy per year due to the need for summer air conditioning. The IID has implemented energy conservation measures to reduce consumption, but anticipated growth in the region is likely to require new facilities in

the future. IID currently obtains approximately 30% of its energy from renewable sources.

IID operates nine hydroelectric generation plants, a 180-MW steam plant, eight gas turbines, and an eight-unit diesel plant. IID electrical service facilities include a 161 kilovolt (kV) transmission line that bisects the project site from north to south and a 92 kV transmission line that runs along Shank Road adjacent to or through the northern Luckey Ranch area. All transmission lines are required to be located above ground. Future undergrounding of distribution lines is allowed. Future development within the SOI will require analysis by IID planners, and new substations and transmission lines may be required.

4.10.3 Telecommunications

AT&T (formerly SBC) provides telecommunications service to the City. The California Public Utilities Commission sets the performance standard through a series of established tariffs. The telephone company is a publicly regulated utility and is obligated to serve the community and improve facilities as needed. The exact need for telephone lines to serve the SOI cannot be determined at this time. Conservative estimates could result in the installation of two lines per residential dwelling unit and an unknown number of lines to serve commercial and industrial areas. No impacts on existing telephone services have been identified.

4.10.4 Natural Gas

The City coordinates with the natural gas supplier, Southern California Gas Company when new development occurs to ensure adequate rights-of-way and easements are provided. The City has developed policies to promote energy conservation, and new development is required to conform to State Title 24 Energy Regulations. Natural gas supply and infrastructure are well established and can be extended as development proceeds.

4.10.5 Airport Facilities

The Brawley Municipal Airport is located in the northern portion of the Imperial Valley. The history of the airport dates back to the 1930s when the City of Brawley acquired land for a municipal airpark. The existing airport covers 160 acres and is bounded by Best Road to the east, Jones Street to the south, Eastern Avenue and the Union Pacific Railroad to the west, and agricultural uses to the north. At present, the airport is classified as a B-II-Visual airport and serves general aviation and agricultural (crop dusting) operations. The airport also provides support for emergency military operations.

Services available at the airport include aircraft maintenance, aircraft storage in T-hangars and conventional hangars, permanent and transient aircraft tie-down storage, and aircraft fueling. The airport includes a single runway with dimensions of 4,500 feet by 60 feet and an existing airport hangar totaling 94,600 square feet. Police, fire protection, and other municipal services are supplied by the City. There are 62 aircraft based from the airport—56 single-engine planes, 4 multi-engine planes, and 2 helicopters—according to the Federal Aviation Administration as of February 2012. Aircraft operations were estimated to include approximately 105 operations per week during 2010.

Future growth of the City of Brawley will possibly entail additional passenger flights in and out of the area, and the addition of new industry in the City may create the need for additional cargo trips. Expansion of the airport will create additional opportunities for increased operations and

possible commuter service. The DIF Study identified the need for an 85,000 square-foot expansion of airport hangar space and a runway extension of 1,100 linear feet as a result of anticipated future development through 2030. Also, as noted in the City's CIP, is an update of the Airport Master Plan.

The fees established in the DIF Study are expected to finance 100% of the airport facility demands for future development within the City through 2030. Airport capital development is also funded in a variety of ways depending upon the nature of the development and sponsor of the particular project. The Airport Improvement Program is on a share basis, where the Federal grant pays only part of the total cost of an eligible project. The balance of funding must come from other sources, such as State grants or from the project sponsor. Airport operations are funded by the City primarily through income generated by airport concessions, rentals, and leases, and also from intergovernmental grants

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5.0 FINANCING

5.1 INTRODUCTION

The City of Brawley, like most cities in Imperial County, functions as a self-contained service provider for traditional city services such as fire and police protection, water and sewage treatment, street maintenance, parks and recreation, and libraries. The isolated nature of most Imperial County cities provides very limited opportunities for shared facilities and/or for the consolidation or reorganization of service providers.

In addition, the economic conditions in most of Imperial County, including the City of Brawley, limit the opportunity for voter approval of special taxes or assessments, including utility taxes. For example, in comparison to the Statewide median household income of \$61,320, in Brawley the median household income is \$41,718; and while 16.4% of California families are below the poverty level, in Brawley 25.2% of families are below the poverty level (Census 2015). The small size of the City also means slow overall growth in infrastructure funding from sources such as property tax, user fees, and development impact fees.

The City currently has a weak commercial base. As a result, many residents from the City of Brawley as well as nearby jurisdictions, commute to El Centro for their shopping needs. Therefore, the City has the potential to capture more sales tax revenue by providing additional commercial opportunities to those who might otherwise not shop in the City. As new commercial developments occur within its jurisdiction, sales tax revenue will increase and will help to pay for any previous and existing inadequacies in City facilities and services. In addition, more residential development within the City will increase property tax revenue and will also help to pay for any previous and existing inadequacies in City facilities and services.

CFDs and Impact Fees are mechanisms for future developments that will provide additional funding for City facilities and/or services. Currently, there are seven CFDs that have been formed within the City. The DIF Study was adopted in 2010. Therefore, sales and property taxes, CFDs, and impact fees are expected to implement many of the recommendations shown in this plan and provide for previous, existing, and future City facility and services needs. Audited financial statements and City budgets are available at the City of Brawley. Complete budgetary information is available for viewing at the City Finance Department.

This section of the SAP lists and describes the revenue sources and financing mechanisms that are currently utilized by the City to fund the development and operation of the various facilities and services discussed within Chapter four of this SAP. Revenue sources and financing mechanisms that are not currently used but that are being reviewed and considered by the City for future funding are also described.

5.2 EXISTING REVENUE SOURCES

The following discussion presents the sources of revenue that are currently utilized by the City to accumulate finances necessary to develop and operate the various facilities and services discussed in the SAP. The City projects revenue for future expansion of City services to come from following the primary sources.

5.2.1 Taxes

The City receives tax revenue from property taxes (landscape and lighting district), sales and use taxes (including Measure D sales tax), transient lodging tax, franchise taxes, business license tax, real property transfer tax, and utility users taxes.

5.2.2 Intergovernmental Sources

Revenue from intergovernmental sources primarily come from State and Federal transfers such as motor vehicle license fees, sales and use taxes (including gas tax), and intergovernmental grants (including community development block grants).

5.2.3 Service Charges and Impact Fees

Service charges include various fees for City services such as water, wastewater, and solid waste services, recreation, library, parking, and dial-a-ride fares. In addition, jurisdictions often charge private developers various development impact fees to assure that the demand for and physical and financial impacts on public services and facilities caused by development projects are adequately addressed. The DIF Study (David Taussig & Associates 2010) was prepared to enable the City to update its development impact fees that include fees for the following categories:

- General Government Facilities
- Library Facilities
- Park Facilities
- Airport Facilities
- Police Facilities
- Fire Facilities
- Animal Control Facilities
- Transportation Facilities
- Stormwater Facilities
- Administrative Facilities

The updated DIF Study was adopted on September 20, 2010.

5.2.4 Miscellaneous Revenue

This source of revenue results from property sales, workers compensation reimbursements, contributions, rents and royalties, loan repayments, and airport rentals and leases. Other minor sources of City revenue are licenses and permits, fines and forfeits, and interest on deposited funds.

5.3 FUTURE REVENUE SOURCES

The following discussion presents sources of revenue that the City Finance Department is considering for future use to increase available financial resources and increase the efficiency of operations.

5.3.1 Local Funding

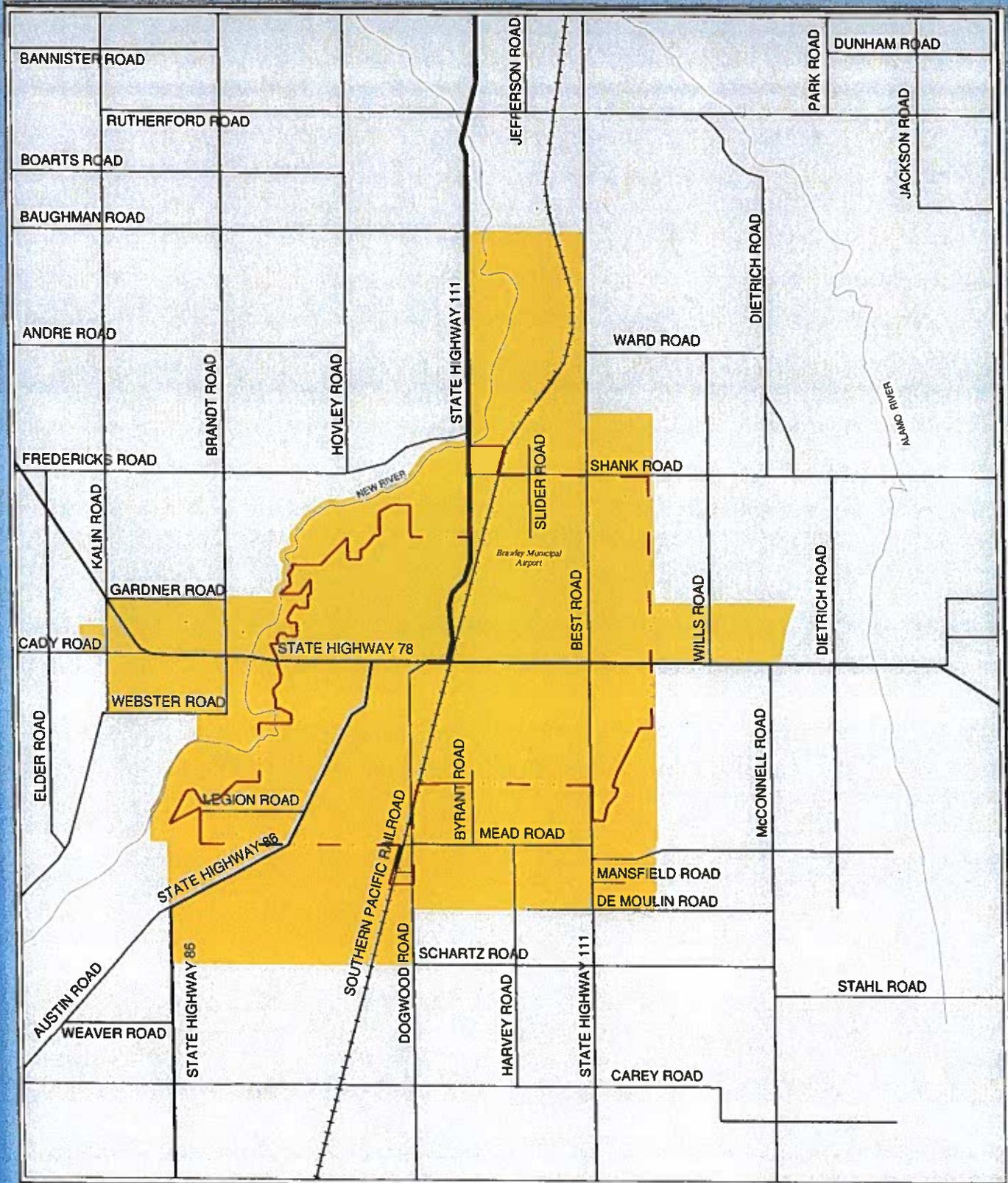
There are eight CFDs that have been formed in the City :

1. Victoria Park (CFD No. 2005-1)
2. Gateway (CFD No. 2005-2)
3. La Paloma (CFD No. 2005-3)
4. Latigo Ranch (CFD No. 2005-4)
5. Malan Park (CFD No. 2006-1)
6. Luckey Ranch (CFD No. 2007-1)
7. Springhouse (CFD No. 2007-2)
8. Porter Ranch (CFD No. 2017-1)

5.3.2 State and Federal Funding

Various government programs are available at the State and Federal levels to assist local jurisdictions in financing public facilities and services. The City will continue to seek out such sources of revenue in the future. Most funding sources at the State level require an application requesting assistance and specifying the projects or purposes for which the funds can be used. Financial assistance from the State can include grants, low interest loans, and matching funds. At the Federal level, financial assistance includes grants and Federal matching funds for State-run assistance programs. Such State and Federal grants and other sources of revenue being considered or that may be considered by the City include Community Development Block Grants issued by the U.S. Department of Housing and Urban Development, Congestion Mitigation and Air Quality Improvement Program funding from the U.S. Department of Transportation, and Intermodal Surface Transportation Efficiency Act money from the Federal government.

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Brawley

Imperial County Local Agency Formation Commission
 1122 W. State Street, Suite D
 El Centro, CA 92243

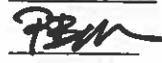
Sphere of Influence as of 12/13/18
 Boundaries as of 12/13/18



EXHIBIT A

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: January 15, 2019

City Manager: 

PREPARED BY: Gordon R. Gaste, AICP CEP

PRESENTED BY: Rosanna Bayon Moore, City Manager
Gordon R. Gaste, AICP CEP

SUBJECT: Serenita Apartments (formerly referred to as Adams Parks Apartment Project)– Impact Fee Deferral Agreement and Final Map Approval (TM16-03)

CITY MANAGER RECOMMENDATION: Approve the Deferred Impact Fee Agreement and Final Map.

DISCUSSION: On December 19, 2017, the City Council approved a Resolution Authorizing a Request from Chelsea Investment Corporation Seeking Execution of an Impact Fee Deferral Agreement to Support the competitive application for funds to support construction of a 60-Unit Two Story Income-Restricted Family Apartment Complex. Because of the presumed impact of the project, the developer proposed to pay the full Tier III Development Impact Fees and Tier V Water and Wastewater Capacity Fees as the rational nexus.

The current Tier I Impact Fee Rate and Tier III Water and Wastewater Capacity Fees will be paid up front at the time of building permits, as per existing City policy. The difference between Tier III and Tier I Impact Fees and Tier V and Tier III Capacity Fees are proposed for payment on a deferred basis out of the housing development's "residual receipts." As such, the developer would pay the City over an extended period of time when the project is operationally profitable. This "Impact Fee Loan" will be secured by a Promissory Note and Deed of Trust against the project.

Chelsea Investment informed the City of Brawley in September of 2018 that 9% tax credit financing was successfully awarded for the project. At this time, Chelsea Investment seeks to enter into an Impact Fee Deferral Agreement with the City of Brawley. It is noted that in the December of 2017 action of the City Council, the governing body indicated interest in identifying the actual timetable for the City to receive said deferred fees over the 55 year deed restricted time horizon.

Chelsea Investment proposes an 80/20 Limited Partnership/City cash flow split with immediate payment to the City commencing in year one currently estimated in the amount of \$1,828,536. The deferred Developer Impact Fee was previously proposed to be paid in year 47. Chelsea Investment is now proposing for the City's Fee Deferral Loan in the estimated amount of \$618,229 to be paid in full by year 31 due to the 80/20 Limited Partnership City cash flow split.

Additionally, Section 23A.12 of the City of Brawley Subdivision Ordinance requires City Council approval of final maps. The City Council may only approve a final map that complies with an approved tentative map.

City of Brawley Public Works, Planning and the Attorney staff have reviewed the final map for compliance with the tentative map, the conditions of approval, the Subdivision Ordinance and the Subdivision Map Act. The Acting City Surveyor and Planning Director have approved the final map. The tentative map, final map and other project documents are on file and accessible to the public at the Office of City Clerk.

FISCAL IMPACT: Fee Revenues

ATTACHMENTS: Impact Fee Deferral Agreement; Adams Park Financing Model; Final Map, Subdivision Guarantee, Subdivision Agreement and Improvement Security Bond, Labor & Material and Performance Bond, Faithful Performance Subdivision Bond, Monument Bond and Owner's Certificate.

FEE DEFERRAL LOAN AGREEMENT

by and between

CITY OF BRAWLEY

and

BRAWLEY ADAMS I CIC, LP

FEE DEFERRAL LOAN AGREEMENT

THIS FEE DEFERRAL LOAN AGREEMENT (this "Agreement") is entered into as of _____ ("Effective Date"), between the City of Brawley, a California Municipal Corporation (the "City"), and Brawley Adams I CIC, LP, a California limited partnership ("Borrower"). Borrower and City are hereinafter collectively referred to as the "Parties."

RECITALS

- A. There is a great demand for affordable rental homes in Brawley, California.
- B. The City therefore desires to cause the development of up to 60 units of affordable rental housing (the "Project").
- C. Borrower shall acquire from the Imperial Valley Housing Authority a certain parcel of real property known as Assessor Parcel Number _____ more particularly described in Exhibit A attached hereto (the "Property") and agrees to construct the Project thereon.
- D. Borrower has requested and City has agreed to defer certain City impact fees required to be paid for construction of the Project in an amount currently estimated to be \$618,229 (the "Fee Deferral Loan"), over a term of 55 years. City represents that the principal of the Fee Deferral Loan is derived exclusively from deferred fees owed to the City and that no portion of the principal of the Fee Deferral Loan is derived from proceeds of issuance of tax-exempt bonds.
- E. Concurrently with the close of escrow for the acquisition of the Property, Borrower shall execute: (i) a promissory note in an amount currently estimated as \$618,229 to evidence the Fee Deferral Loan (the "Fee Deferral Loan Note"), and (ii) a Deed of Trust and Security Agreement ("Deed of Trust") to provide City with a security interest in the Property and the Project (collectively, the "Development"). This Agreement, the Fee Deferral Loan Note and the Deed of Trust are hereinafter collectively referred to as the "Loan Documents."
- F. The City has determined that (i) provision of the Fee Deferral Loan for the Development pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the City, and (ii) the Fee Deferral Loan is necessary to make the Development economically feasible and affordable to low- and very low-income households.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE IDEFINITIONS

- 1.1. "Agreement" means this Fee Deferral Loan Agreement.
- 1.2. "Annual Operating Expenses" means for each calendar year during the term of the Fee Deferral Loan, the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent

audit performed by a certified public accountant using generally accepted accounting principles; all state and local property and other taxes and annual assessments imposed on the Development; premiums for property damage and liability insurance; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that have been approved by the City and which are secured by deeds of trust senior in priority to the City's Deed of Trust ("Approved Senior Loan"); utility services not paid for directly by tenants, including but not limited to water, sewer, trash collection, gas and electricity; maintenance and repair including but not limited to pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial, supplies, and others; any annual license or certificate of occupancy fees required for operation of the Development; general administrative expenses including but not limited to advertising and marketing, security services and systems, and professional fees for legal, audit and accounting; property management fees and reimbursements including on-site manager expenses, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the City; partnership management fees payable to the managing general partner and limited partner of the Borrower in an amount not to exceed \$ _____ escalating by 3% annually, and cash deposited into a reserve for capital replacements of Development Projects and an operating reserve in such reasonable amounts as are approved by the City, and deferred developer fees payable out of Residual Receipts. Annual Operating Expenses shall not include the following: debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the City's Deed of Trust other than the deferred developer fee loan; depreciation, amortization, depletion or other non-cash expenses; capital expenditures; expenses paid for with disbursements from any reserve account except to the extent such disbursement is accounted as Gross Revenue; any amount paid to Borrower, or any entity controlled by the persons or entities in control of Borrower (unless such payment to Borrower consists of fees paid to a property management agent or resident services agent or is specifically provided for hereinabove including, without limitation, the deferred developer fee).

- 1.3. "City Manager" means the City Manager of the City of Brawley or his/her designee.
- 1.4. "Development" means the Property and the Project constructed thereon.
- 1.5. "Fee Deferral Loan" is defined in Recital D of this Loan Agreement.
- 1.6. "Fee Deferral Loan Note" or "Note" means the promissory note that will evidence Borrower's obligation to repay the Fee Deferral Loan.
- 1.7. "Gross Revenue" means for each calendar year during the term of the Fee Deferral Loan, all revenue, income, receipts and other consideration actually received by Borrower from operation and leasing of the Development. Gross Revenue includes, but is not limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development; and condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall also

include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development and the release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Development. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

1.8. "Parties" means the City and Borrower.

1.9. "Project" is defined in Recital B of this Loan Agreement.

1.10. "Property" means the real property located in the City as more particularly described in the attached Exhibit A.

1.11. "Residual Receipts" means for each calendar year during the Term (as defined in the Note), the amount by which Gross Revenue exceeds Annual Operating Expenses for the Development. Residual Receipts shall also include, unless otherwise provided herein and subject to the rights of senior lenders, condemnation awards for a permanent taking of part or all of the Property or the Projects to the extent not utilized to repair or rebuild Development.

1.12. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A: Legal Description of the Property

ARTICLE II LOAN PROVISIONS

2.1. Fee Deferral Loan.

(a) Fee Deferral Loan Amount. City agrees to lend to Borrower an amount currently estimated to be \$618,229 ("Fee Deferral Loan Proceeds"). The Fee Deferral Loan shall be evidenced by the Fee Deferral Loan Note executed by Borrower.

(b) Fee Deferral Loan Interest. Commencing on the date of initial disbursement of all or a portion of Fee Deferral Loan Proceeds and continuing through the date that all indebtedness and other amounts payable under this Agreement and the Fee Deferral Loan Note are paid in full, the interest on the Fee Deferral Loan shall accrue interest at a simple rate of three percent (3%) per year.

(c) Term. All unpaid principal, accrued and unpaid interest, and any other amounts payable under this Agreement is due and payable 55 years from the date the Certificate of Occupancy is issued for the Project by the City of Brawley (the "Fee Deferral Loan Maturity Date".)

(d) Payment Terms. Borrower shall pay the Fee Deferral Loan in accordance with the terms set forth in Section 2.3 of this Agreement.

(e)

2.2. Repayment of Fee Deferral Loan

(a) Annual Payments. Borrower shall make payments on the outstanding principal and accrued interest on the Fee Deferral Loan in amounts equal to the City Prorated Share (as defined below) of the Residual Receipts for the Fee Deferral Loan. Such annual payments shall be due and payable in arrears no later than May 1st of each year with respect to the previous calendar year, commencing on the May 1st, following conversion from the construction loan to the permanent loan, and shall be accompanied by the Borrower's report of Residual Receipts. Borrower currently estimates the Fee Deferral Loan being paid in full by year 31. The Borrower shall provide the City with any documentation reasonably requested by the City to substantiate the Borrower's determination of Residual Receipts. Payments made shall be credited first against accrued interest and then against outstanding principal of the Fee Deferral Loan. The "City's Prorated Share" means 20% of Residual Receipts payable in the priority set forth in Section 11.01(a)(--) of the Partnership Agreement.

(b) Payment in Full. All unpaid principal and interest on the Fee Deferral Loan shall be due upon the earliest of:

(i) A Transfer (as such term is defined in Section 2.3, below) of the Development other than a Transfer permitted or approved by the City as provided in this Agreement;

(ii) The occurrence of an Event of Default for which either the City exercises its right to cause Loan indebtedness to become immediately due and payable, or for which the Fee Deferral Loan indebtedness is automatically specified to become immediately due and payable pursuant to applicable subsections of this Agreement; or

(iii) The Fee Deferral Loan Maturity Date.

(c) Prepayments. The Fee Deferral Loan or any portion of the outstanding principal balance of the Note may be prepaid at any time and from time to time without penalty or premium. Prepayments shall be applied first to any unpaid late charges and other costs or fees then due, then to accrued but unpaid interest and then to principal.

(d) Reports and Accounting of Residual Receipts.

(i) Audited Financial Statement. In connection with the annual repayment of the Fee Deferral Loan, within 120 days of Borrower's Fiscal Year end Borrower shall furnish to City an audited statement duly certified by an independent firm of certified public accountants approved by City, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding Development Fiscal Year.

(ii) Books and Records. Borrower shall keep and maintain on the Property or at another location within the City full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with

generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental City shall at all reasonable times to open for inspection by the City at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(e) City Audits.

(i) The receipt by City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by City of any Fee Deferral Loan repayment for any period shall not bind City as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, City or any designated agent of employee of City at any time shall be entitled to audit the Residual Receipts and all books, records, and accounts pertaining thereto.

(ii) Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, City shall deliver a copy of the results of such audit to Borrower. If it shall be determined as a result of such audit that there has been a deficiency in a loan repayment to the City, then such deficiency shall become immediately due and payable with interest at the default rate set forth in this Agreement, determined as of and accruing from the date that said payment should have been made. In addition, if Borrower's auditor's statement for any Development Fiscal Year shall be found to have understated Residual Receipts by more than five percent (5%), Borrower shall pay, in addition to the interest charges referenced hereinabove, all of the City's reasonable costs and expenses connected with any audit or review of Borrower's accounts and records.

(f) Non-Recourse. Except as provided below, neither Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Fee Deferral Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Deed of Trust shall be to foreclose on the Property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall:

(i) Limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City thereunder, or

(ii) Be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the

principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under Sections 4.9 and 5.3 of this Agreement. or liability for:

(A) Fraud or willful misrepresentation;

(B) The fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and

(C) The misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

2.3. Due on Sale, Refinance or Transfer of Property. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Loan Documents shall be due and payable upon the transfer, refinance or sale (each a "Transfer") of all or any part of, or interest in, the Property, except any Transfer after which the Property is subject to deed restrictions requiring the Property to continue to be operated as an affordable rental housing development at least as affordable as described in Recital B, above (an "Affordable Development"), through at least the Fee Deferral Loan Maturity Date. Moreover, City hereby subordinates to the loan(s), loan documents and security interest(s) in the Property of any lender financing a Transfer which is conditioned upon the Property continuing to be operated as an Affordable Development and hereby agrees to execute any document(s) necessary to perfect such subordination(s) or to satisfy the requirements of any such lender. Notwithstanding the foregoing, the admission of The Richman Group Affordable Housing Corporation, or an affiliate thereof ("Richman"), as a limited partner of Borrower, and the transfer of a limited partners' limited partnership interest in the Borrower to an affiliate of Richman shall not constitute an accelerating Transfer and shall not require the consent of City. Moreover, notwithstanding the foregoing, a limited partner of Borrower shall be permitted to remove and replace a general partner thereof for cause in accordance with the Partnership Agreement without the consent of City.

2.4. Security. As security for repayment of the Note, Borrower shall execute the Deed of Trust pursuant to which Borrower shall provide City a lien against the Property. The Deed of Trust shall be dated as of the Effective Date and shall be recorded in the official records of Imperial County. The Deed of Trust shall be expressly subordinate to the lien of the senior financing from Banner Bank and any refinancing thereof.

2.5. Conditions Precedent to City's Obligation to Disburse. The obligation of City to fund the Fee Deferral Loan and disburse the proceeds thereof is conditioned upon the receipt by City of the following:

- (a) The executed Loan Documents, acknowledged where appropriate;
- (b) Borrower's delivery to City of each of the following:

(i) A copy of Borrower's partnership agreement and any amendments thereto, and certificate of limited partnership;

(ii) Certificate of good standing, certified by the Secretary of State indicating that Borrower is properly organized and authorized to do business in the State of California; and

(iii) Partnership resolution indicating that Borrower has authorized this transaction and that the persons executing the Loan Documents on Borrower's behalf have been duly authorized to do so;

(c) Recordation of the Deed of Trust in the official records of Imperial County; and

(d) Copies of such other documents related to the acquisition and financing of the Property and the Improvements as City may reasonably request.

2.6. No Obligation to Disburse Proceeds upon Default. Notwithstanding any other provision of this Agreement, City shall have no obligation to disburse any portion of the Fee Deferral Loan Proceeds if Borrower's representations and warranties fail to be true and correct in all material respects.

2.7. Use of Funds. Borrower agrees to use the Fee Deferral Loan Proceeds solely to finance a portion of the predevelopment, development, and construction costs of the Project. Construction costs will include the cost of all fees necessary for the issuance of building permits, notwithstanding the fact that the Loan proceeds shall be disbursed so that the building permits may be issued prior to the Project's construction loan closing.

2.8. Disbursement of Loan Proceeds. Upon satisfaction of the conditions set forth in Section 2.5 herein, City shall credit Borrower with payment of an amount of impact fees to the City equal to the amount of the Fee Deferral Loan Proceeds.

ARTICLE III BORROWER REPRESENTATIONS AND WARRANTIES

3.1. Duly Organized. Borrower warrants that it is duly organized under applicable laws of the State of California, is qualified to do business in the City, and is in compliance in all material respects with all laws and regulations necessary to acquire the Property.

3.2. Authority. Borrower warrants that it has authority, and has completed all proceedings and obtained all approvals necessary to execute, deliver, and perform its obligations under the Loan Documents and the transactions contemplated thereby.

3.3. No Contravening Agreements. Borrower warrants that the execution, delivery, and performance of the Loan Documents will not contravene, or constitute a default under or result in a lien upon assets of Borrower pursuant to any applicable law or regulation, any charter document of Borrower, or any instrument binding upon or affecting Borrower, or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting Borrower.

3.4. Valid and Binding Obligations. Borrower warrants that, when duly executed by Borrower, this Agreement and the Note shall constitute the valid and binding obligations of Borrower enforceable in accordance with their respective terms. Borrower hereby waives any defense to the enforcement of the terms of the Loan Documents related to alleged invalidity of any provisions or conditions contained therein.

3.5. No Adverse Action. Borrower warrants that there is no action, suit or proceeding pending or threatened against it which might adversely affect Borrower in any material respect.

ARTICLE IV BORROWER COVENANTS

4.1. Use of Proceeds. Borrower agrees to use the Fee Deferral Loan Proceeds solely to finance a portion of the predevelopment, development, and construction costs of the Project.

4.2. Punctual Payment. Borrower covenants to punctually pay the principal balance of Fee Deferral Loan, and interest accrued thereon, at the times and place and in the manner specified herein and in the Note.

4.3. Taxes and Other Liabilities. Borrower shall pay and discharge when due any and all indebtedness, obligations, assessments, taxes, including federal and state income taxes, property taxes, and special taxes or assessments due to the City which are the obligations of Borrower in relation to the Property except those that Borrower may in good faith contest or as to which a bona fide dispute may arise, provided provision is made to the satisfaction of City for eventual payment thereof in the event that it is found that the same is an obligation of Borrower. Notwithstanding the foregoing, the City acknowledges that the Borrower will obtain a welfare tax exemption for the Property.

4.4. Compliance with Laws. Borrower covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property. Without limiting the generality of the foregoing, Borrower shall comply with all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled.

4.5. Assignment. Borrower shall not cause or permit any voluntary transfer, assignment or conveyance of this Agreement. Any transfer, assignment or conveyance shall be voidable and shall constitute a default under Article 6 of this Agreement.

4.6. Insurance. Borrower covenants to maintain insurance equivalent to a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit, including contractual liability coverage. Such insurance shall be written on an occurrence basis and shall name City as loss payee as its interests may appear. Borrower covenants to maintain and keep the Property insured against loss or damage by earthquake, fire and such other hazards, casualties and contingencies and by such companies on such forms and in the amount of the replacement cost of the Property and any improvements thereon, and shall deliver a copy of all such policies to City, together with receipts satisfactory to City evidencing payment of the premiums. Borrower shall provide City not less than thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the

coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to City, shall be delivered to City at least thirty (30) calendar days prior to the expiration of existing policies. Neither Borrower nor City shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. Subject to the rights of any lender under an Approved Senior Loan, all insurance proceeds for such losses must be utilized for the repair or restoration of the Property and improvements thereon.

4.7. Accounting Records; Property Inspection. Borrower covenants to maintain accurate books and records in accordance with standard accounting principles consistently applied, and to permit City, during business hours and upon reasonable notice to inspect, audit and examine such books and records with respect to the Project, the Property and the Loan Documents and to inspect the Property and Improvements during normal business hours upon reasonable notice.

4.8. Maintenance. During the term of this Agreement, Borrower shall maintain the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving an City notice of such a condition (or such additional time as may be necessary provided Borrower has commenced to cure the same within such 30-day period), then in addition to any other rights available to City, City shall have the right to perform all acts necessary to cure such condition.

4.9. Indemnification. Borrower shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless the City and its elected and appointed officials, officers, agents, and employees (collectively the "Indemnitees"), from and against, and shall pay on demand, any and all losses, liabilities, damages, costs, claims, demands, penalties, fines, orders, judgments, injunctive or other relief, expenses and charges (including attorneys' fees and expenses of attorneys) (collectively "Liabilities") arising directly or indirectly in any manner in connection with or as a result of: (a) any breach of Borrower's covenants under the Loan Documents, (b) any failure of Borrower's representations and warranties to be true and correct in all material respects when made, (c) any injury or death to persons or damage to property or other loss occurring on the Property, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, or (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Loan, the Loan Documents, or any transaction contemplated thereby, or any failure of Borrower to comply with all applicable state, federal and local laws and regulations, provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused by such Indemnitee's gross negligence or willful misconduct. The obligations of Borrower under this Section shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, Borrower shall not indemnify the Indemnitees for any Liability to the extent caused by the negligent acts or willful misconduct of any Indemnitee.

4.10. Notice to City. Within ten business days after any of the following shall occur, Borrower shall provide written notice thereof to City: (1) any change in name, identity, legal structure, business location, or address of Borrower; (2) any uninsured or partially uninsured loss affecting the Property or any improvements thereon through fire, theft, liability, or property

damage in excess of an aggregate of Fifty Thousand Dollars (\$50,000); and (3) Borrower's receipt of a notice of default under any mortgage or other financing document affecting the Property or any improvements thereon.

4.11. Lease of Property. Unless City agrees and approves tenants in writing, Borrower shall not convey all or any part of the Property by lease, except in the ordinary course of operating the Development as a residential rental project.

4.12. Expenses of Collection or Enforcement. If at any time Borrower defaults under any provision of the Loan Documents, Borrower shall pay to City in addition to any other sums that may be due to City, an amount equal to the costs and expenses (including without limitation, attorneys' fees and expenses) City incurs in connection with the collection, enforcement, or correction of the default, and such amounts shall be a part of the indebtedness secured by the Deed of Trust.

4.13. Non-Discrimination. Borrower covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of, any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Borrower itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of Borrower. The foregoing covenants shall run with the land.

Notwithstanding the foregoing, with respect to familial status, nothing herein shall be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 4.13.

4.14. Prevailing Wages. To the extent required by law, Borrower and all Borrower's contractors shall comply with California Health and Safety Code Section 33422.1, and, to the extent applicable, shall comply with California Labor Code Section 1720 *et seq.* and all regulations adopted pursuant thereto (collectively, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of any such applicable provisions. Borrower shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless City and their elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to City and City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, any payment or requirement of payment of

prevailing wages or the requirement of competitive bidding in the construction of the Project, any failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1720 *et seq.* and the Prevailing Wage Laws, or any act or omission of City or Borrower related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that City and City do not, and shall not, waive any rights against Borrower which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

ARTICLE V ENVIRONMENTAL REQUIREMENTS

5.1. Hazardous Materials. Borrower shall not cause or permit any Hazardous Materials (as defined in below) to be brought upon, kept, stored or used in, on, or about the Property by Borrower, or the agents, employees, contractors or invitees of Borrower except for materials commonly used in construction activities similar to those related to the Improvements, or in the operation and maintenance of the Property and the Improvements, in each case in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Property. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Property and results in any contamination of the Property or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Property, Borrower shall promptly take all actions at Borrower's sole expense as are necessary to comply with all Hazardous Materials Laws (as defined below).

5.2. Definitions.

(a) Hazardous Materials. As used in this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, City or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other terms comparable to the foregoing terms under any provision of California law or federal law as any such statutes and regulations now exist or may hereafter be amended, (ii) petroleum or petroleum products; (iii) asbestos; (iv) polychlorinated biphenyls, (v) radioactive chemicals, (vi) any material determined to hazardous based on deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); (ix) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*; or (x) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

(b) Hazardous Materials Laws. As used in this Agreement, "Hazardous Materials Laws" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 5.2(a), as they may be amended from time to time.

5.3. Indemnification. Borrower shall indemnify, defend (with counsel reasonably acceptable to City), and hold the Indemnitees harmless from and against liabilities arising directly or indirectly in any manner in connection with or as a result of the breach of Borrower's covenants set forth in Section 5.1 or the actual or alleged release or presence of any Hazardous Materials on, under, in or about the Property, whether known or unknown, foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of such Hazardous Materials, all costs of determining whether the Property is in compliance with Hazardous Materials Laws, all costs associated with bringing the Property into compliance with all applicable Hazardous Materials Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources. The indemnity described in this Section shall survive the expiration or termination of this Agreement, the making and repayment of the Loan, the release or reconveyance of the Deed of Trust, and any foreclosure proceeding, foreclosure sale or delivery of deed in lieu of foreclosure. Borrower's indemnity obligations under this Section will not extend to claims resulting solely from Indemnitees' gross negligence or willful misconduct.

ARTICLE VI DEFAULT AND REMEDIES

6.1. Events of Default. Each of the following events will constitute an event of default ("Event of Default") under this Agreement:

(a) Failure to Make Payments. If Borrower fails to pay when due the principal and interest payable under the Note and such failure continues for ten (10) calendar days after City notifies Borrower thereof in writing.

(b) Noncompliance with Loan Documents. Borrower's failure, neglect or refusal to perform any promise, agreement, covenant or obligation contained in the Loan Documents after any applicable cure periods.

(c) Noncompliance with Governmental Requirements. Borrower's failure to timely comply with any governmental requirements, including but not limited to obtaining licenses and permits.

(d) False Representations. If any material representation or disclosure made to City by Borrower in connection with the Loan Documents proves to be false or misleading in any material adverse respect when made.

(e) Bankruptcy. The filing by or against Borrower of a voluntary or involuntary petition in bankruptcy or the adjudication of Borrower as bankrupt or insolvent, or the filing of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future federal bankruptcy act or any

other present or future applicable federal, state or other statute or law, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator of Borrower or any substantial part of or all of the property of Borrower, and if any such proceeding is not dismissed within sixty (60) days; Borrower is named in any such proceeding and the same is not dismissed within one hundred twenty (120) days.

(f) Lease. Conveyance of all or a portion of the Property by lease without the prior written consent of City to such conveyance, except in the ordinary course of operating the Development as a residential rental project.

(g) Transfer. The occurrence of a Transfer in violation of Section 2.3 of this Agreement.

(h) Occurrence of an Event of Default in Other Loan Documents. An event of default under any Loan Document, or any other loan agreement and related documents by and between Borrower and City other than the Loan Documents, subject to the expiration of any applicable cure period set forth in such documents.

6.2. Declaring Default. Whenever any Event of Default has occurred City shall give written notice of default to Borrower, and each limited partner of Developer at the time of such notice. City agrees to accept cure from any limited partner of Borrower. If the default is not cured by any of the noticed parties within thirty (30) business days after the Date of Default (defined herein), or any extension approved in writing by City, City may enforce its rights and remedies under Section 6.3 below. Any default that has occurred shall be deemed to commence on the date that written notice of default is effective per Section 7.4 of this Agreement (the "Date of Default"). If Default is of a nature that will reasonably take longer to cure than thirty (30) days, Borrower shall have such additional time as may be reasonably necessary to cure any condition provided that Borrower commences to cure within 30 days of notice of default and diligently pursues to cure.

6.3. Remedies. Upon the occurrence of any Event of Default, in addition to its other rights in this Agreement, and the Note, at law, or in equity, City may exercise any one or more of the following rights and remedies:

(a) Accelerate and declare the entire unpaid principal balance of the Note together with all accrued interest thereon, and all other sums owing to City immediately due and payable; and

(b) Proceed at law, or in equity, to require Borrower to perform its obligations and covenants under the Loan Documents; and

(c) Proceed as authorized at law or in equity with respect to the Event of Default, and in connection with that, pursue any and all other remedies available under law to enforce the terms of this Agreement or any other Loan Document.

The remedies provided herein are cumulative and not exclusive of, and shall not prejudice any other remedy provided in any Loan Document.

**ARTICLE VII
MISCELLANEOUS**

7.1. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between City and Borrower or Borrower's agents or employees, and Borrower shall at all times be deemed a borrower and shall be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

7.2. No Third Party Claims. Nothing contained in this Agreement shall create or justify any claim against City by any third person whom Borrower may have employed or contracted or may employ or contract relative to the purchase of any material, supplies or equipment, or the furnishing or the performance of any work or services with respect to any programs or projects being undertaken by Borrower.

7.3. Conflict of Interest. Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of City or Borrower who exercises or has exercised any function or responsibilities with respect to activities assisted by tax increment funds in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities assisted under this Agreement, may obtain a personal or financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter.

7.4. Notices. Any notice, request or consent required pursuant to this Agreement shall be deemed delivered upon receipt when delivered personally or by facsimile transmission, provided that a transmission report is generated reflecting the accurate transmission thereof, or three (3) business days after being deposited in the U.S. mail, first class postage prepaid, return receipt requested, or one (1) day after deposit with a nationally recognized overnight carrier addressed as follows:

City: City of Brawley
383 Main Street
Brawley, CA 92227
ATTN: City Manager

Borrower: Brawley Adams I CIC, LP
6339 Paseo del Lago
Carlsbad, CA 92011
Attn: Cheri Hoffman

With copy to:

[_____]
c/o The Richman Group Capital Corporation

777 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: Joanne D. Flanagan, Esq.

or to such other addresses as the parties may designate by notice as set forth above.

7.5. Successors and Assigns. All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the successors and permitted assigns of City and Borrower, respectively, and all persons claiming under or through them.

7.6. Attorneys' Fees. If any action is instituted by any Party to this Agreement to enforce this Agreement, the Loan or the Note, or to collect any sums due hereunder or pursuant to the Loan or the Note, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in that action.

7.7. Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

7.8. Amendments/Entire Agreement. City and Borrower reserve the right to amend this Agreement by mutual consent. It is mutually understood and agreed that no amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties. This Agreement constitutes the entire agreement of the parties and no oral understandings or agreement not incorporated herein shall be binding on either Party.

7.9. Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

7.10. Governing Law. The laws of the State of California shall govern this Agreement.

7.11. Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City or the City shall be personally liable to Borrower, or any successor in interest to Borrower, in the event of any default or breach by City or for any amount which may become due to Borrower or any successor under the terms of this Agreement.

7.12. City's Rights and Consent. No forbearance, failure or delay by City in exercising any right, power or remedy, nor any single or partial exercise by City of any right or remedy hereunder shall preclude the further exercise of such right, power or remedy.

City's consent to any act or omission by Borrower may not be construed as City's consent to any other or subsequent act or omission or as a waiver of the requirement to obtain City's consent in any other instance. All of City's rights, powers and remedies are cumulative and shall continue in full force and effect until specifically waived in writing by City.

7.13. Duration/Survival. This Agreement shall continue in full force and effect until the obligations due under this Agreement and the Note have been paid in full. Notwithstanding the foregoing, the indemnification provisions of Section 4.9 and Section 5.3 of this Agreement shall survive the expiration of this Agreement and the making and repayment of the Loan.

7.14. Assignment or Assumption. This Agreement and the Loan Documents may not be assigned to, or assumed by, a third party. Any attempt to assign or assume the Loan Documents shall be void.

7.15. Headings. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

7.16. Counterparts, Facsimile Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be effective upon transmission by any Party to the other parties of a fully signed facsimile copy of the Agreement after the formal approval by the governing body of City, so long as a copy of the Agreement signed by the transmitting Party is delivered to the other parties within five (5) business days thereafter. In case of any conflict, the counterpart maintained by City shall be deemed to be determinative.

7.17. Indemnity. All indemnification provision in the Loan Documents in favor of City shall apply only to losses, claims, liabilities and/or damages actually incurred and shall not include any claim or liability resulting from City's gross negligence or willful misconduct.

7.18. Consent Standard. In any approval, consent or other determination by City required under any of the Loan Documents, City shall act reasonably and in good faith.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, City and Borrower have executed this Agreement as of the date first above written.

THE CITY OF BRAWLEY, a California Municipal Corporation

By: _____
Donald L. Wharton, Mayor

ATTEST:

By: _____
Alma Benavides, City Clerk

APPROVED AS TO FORM:

By: _____
William S. Smerdon, City Attorney

BORROWER:

Brawley Adams I CIC, LP,
a California limited partnership

By: Southern California Housing Collaborative,
a California non-profit public benefit
corporation

By: _____
Nathan E. Schmid
Executive Director

By: CIC Brawley Adam I, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation, its Manager

By: _____
Cheri Hoffman
President

EXHIBIT A

Legal Description of the Property

Real property in the City of Brawley, County of Imperial, State of California, described as follows:

PROJECT SUMMARY
 Brawley Adams
 Modified on: 11/15/18
 Modified by: Mariana Chari



SOURCES AND USES SUMMARY

Category	Amount
Development Costs	
Acquisition	\$44,500,000
Land Cost - Prepaid Ground Lease	\$0
Demolition	\$0
Closing costs	\$1,200,000
Subtotal Acquisition	\$45,700,000
Hard Costs	
Design Build - Architect	\$4,000,000
Design Build - Architect	\$268,850
Sitework	\$0
Demolition (non-basis eligible)	\$124,750,000
Vertical Construction Costs	\$124,877,000
GC Contingency	\$7,489,841
Overhead, Profit, General Conditions	\$1,358,911
Owner Hard Costs Contingency	\$3,271,000
Subtotal Hard Costs	\$137,000,000
Permanent Relocation	
Engineering	\$7,200,000
Financing Fees and Interest	\$11,600,000
Legal Fees	\$2,500,000
Reserves	\$1,810,000
Developer Fee	\$36,070,000
Remaining Development Soft Costs	\$5,200,000
Owner Soft Costs Contingency	\$2,250,000
Subtotal Soft Costs	\$67,187,000
Total Development Costs	\$20,220,102
SOURCES	
Federal LIHTC Equity	70%
State LIHTC Equity	0%
Developer Fee Contribution	0%
Permanent Loan (Tranche A)	10%
City Loan DIFs	3%
Deferred Developer Fee	5%
100% Land Donation	\$44,500,000
Solar Equity	0%
California Subordinate Loan	0%
Residual Receipt Loans Accrued Interest	0%
Total Development Sources	100%

FINANCING ASSUMPTIONS

Equity	Closing	Completion	Conversion
Equity Pay In	10%	0%	86%
Federal Tax Credit Price			\$ 0.9250
State Tax Credit Price			\$ -
Solar Tax Credit Price			\$ -
9% Credit Rate			9.00%
4% Credit Rate			0.00%
LP Interest			96.99%
10 Yr Federal Tax Credits			15,365,330
TCAC APP Rate			

PRELIM DEVELOPMENT PROGRAMMING SUMMARY

City:	MSA:	County:	City:	MSA:	County:
Brawley, CA	IV	Imperial	Brawley, CA	IV	Imperial
4 Person 50% AMI:	8,000		4 Person 50% AMI:	8,000	
Site (acres):	2		Site (acres):	2	
Construction Type:	On grade		Construction Type:	On grade	
No. of Stories:	51 Open Parking 80 Carports		No. of Stories:	51 Open Parking 80 Carports	
Parking Type:	None		Parking Type:	None	
No. of Units:	25,940		No. of Units:	25,940	
Impact Fees per Unit:	9% Bond donation, deferred fees, EPBV		Impact Fees per Unit:	9% Bond donation, deferred fees, EPBV	
Financing Sources:			Financing Sources:		

FINANCING ASSUMPTIONS

Category	Rate
Equity Pay In	10%
Federal Tax Credit Price	0.9250
State Tax Credit Price	0.00
Solar Tax Credit Price	0.00
9% Credit Rate	9.00%
4% Credit Rate	0.00%
LP Interest	96.99%
10 Yr Federal Tax Credits	15,365,330
TCAC APP Rate	

DEVELOPMENT TEAM

Role	Name	Engaged
Dev PM:	Randy Stabbers	Yes
Dev APN:	John Sargent	Yes
Dev PC:	Glynn Withers	Yes
Const PM:	Zion Patton	Yes
Client:	PSCDC	Yes
Non-Profit:	TBD	Yes
Lender:	TBD	Yes
Investor:	City	Yes
Soft Lender 1:		
Soft Lender 2:		
Soft Lender 3:		
Soft Lender 4:		
Architect:	Heddenkamp	Yes
CHL:	DDE	Yes

SIGN OFFS

Model:	Count:	Sign Off:
OPEX:	1	Jul-18
Predev:	1	Jun-18
DIF / A&E:	1	Jun-18
SOV:	1	Jun-18

CONSTRUCTION ASSUMPTIONS

Category	Amount
Design	\$ 268,850
Off-sites	\$ -
Solar	\$ -
Site Work	\$ 1,800,000
Parking Garage	\$ 2,419,000
Vertical	\$ -
Contingency	\$ -
GRs	\$ -
Overhead	\$ -
Profit	\$ -
Liability Insurance	\$ -
Other:	\$ -

PROJECT UNIT & INCOME MIX

AMI	Studios	1BR	2BR	3BR	Totals
Sq. Ft.	493	850	760	1,050	48,020
UA	0	\$31	\$38	\$46	0
80%	0	0	0	0	0
55%	0	3	12	4	18
50%	0	6	6	4	16
45%	0	3	6	6	15
40%	0	0	0	0	0
35%	0	0	0	0	0
30%	0	2	4	3	9
Mix:	0	0	0	1	1
Totals	0	14	28	18	60

PROJECT TIMING

Category	Amount
Tax Credit Allocation	\$91,818
Construction Begin - Initial Closing	\$35,176
Construction Complete	\$33,726
Lease Up Complete	\$43,926
Conversion/Stabilization	\$10,592
8699	\$43,926

PROJECTED SOURCES AND USES OF FUNDS

Brewley Adams
 Modified on: 1/17/18
 based on SOV 9/27/18

Line Item	Description	Pre-Dev	Construction Period				Construction Subtotal	Stabilization Emod	Conversion	Total
			Close	Quarter 1 20%	Quarter 2 35%	Quarter 3 30%				
1	SOURCES OF FUNDS									
2	Federal LMTIC Equity		1,406,938			1,406,938		562,775	14,069,380	
3	State LMTIC Equity									
4	Developer Fee Contribution									
5	Solar Equity	270,095	1,084,080	2,369,937	4,141,301	3,637,276	1,928,426	(13,411,714)	1,925,000	
6	Construction Loan		618,229					618,229	937,493	
7	Permanent Loan (Tranche A)		2,670,000						2,670,000	
8	City Loan DIFs		5,759,247	2,369,937	4,141,301	3,637,276	1,928,426	1,416,181	20,220,102	
9	Deferred Developer Fee									
10	MHA Land Donation									
11	Total Sources of Funds	270,095	11,468,494	9,190,181	12,806,883	12,102,979	5,375,131	3,024,187	42,273,775	
12										
13										
14	USES OF FUNDS									
15	ACQUISITION									
16	Land Cost - Prepaid Ground Lease		2,670,000			2,670,000			2,670,000	
17	Demolition		60,000			60,000			60,000	
18	Other Clearing Costs incl onsite eq		2,730,000			2,730,000			2,730,000	
19	Total Land /Acquisition		5,460,000			5,460,000			5,460,000	
20										
21	NEW CONSTRUCTION									
22	Design Bldg - Architect		266,850			266,850			266,850	
23	Off-site Improvements			390,003	692,505	586,004	292,502		1,960,013	
24	Solar			1,497,928	2,621,374	2,246,892	1,123,446		7,489,641	
25	Paving Garage									
26	Vertical									
27	GC Contingency		10,674	75,517	132,155	113,276	56,638		388,260	
28	General Requirements		18,011	113,276	188,233	188,914	84,957		582,390	
29	Contractor Overhead		10,674	75,517	132,155	113,276	56,638		388,260	
30	Contractor Profit									
31	Contractor General Liability Insurance									
32	Other:									
33	Total New Construction		304,209	2,132,241	3,768,422	3,228,362	1,614,181		11,065,415	
34										
35	ARCHITECTURAL									
36	Building		22,750	1,750	3,063	2,625	1,313		35,000	
37	Landscape		4,000	2,000	3,500	3,000	1,500		40,000	
38	Energy Consultant		2,000						2,500	
39	Other: Acoustic Study									
40	Other: Traffic Study									
41	Other: Solar Conceptual Design									
42	Total Architectural		30,750	3,750	6,563	5,625	2,813		77,500	
43										
44	SURVEY & ENGINEERING									
45	Civil		78,500	3,200	5,600	4,800	2,400		105,000	
46	ALTA			17,000	29,750	25,500	12,750		85,000	
47	Other: Planning and Engineering Contingency		3,950	3,950	8,913	5,925	2,963		39,500	
48	Other: Soils		3,600	16,300	28,350	24,300	12,150		85,000	
49	Other: Environmental reports		1,925	625					2,500	
50	Other: Phase I		2,250	900	1,575	1,350	675		22,500	
51	Other: Power, Water, & Sewer Analyses		13,500	1,000					15,000	
52	Total Survey & Engineering		131,775	42,875	72,188	61,875	30,938		357,000	
53										
54	CONTINGENCY COSTS									
55	Hard Cost Contingency		15,210	107,612	188,321	161,418	60,709		553,271	
56	Soft Cost Contingency		26,228	35,422	37,427	36,228	18,576		135,205	
57	Total Contingency		41,438	143,034	225,748	197,646	79,285		688,476	
58										
59	CONSTRUCTION PERIOD EXPENSES									
60	Construction Loan Interest			25,231	60,386	107,569	143,997		446,448	
61	C Bond Interest									
62	Origination Fee		87,176						87,176	
63	Credit Enhancement & Application Fee									
64	Owner Paid Bonds			4,500	4,500	4,500			18,000	
65	Lender Inspection Fees								2,500	
66	Taxes During Construction		2,500						75,000	
67	Other: Application fee								30,000	
68	Insurance During Construction		75,000						75,000	
69	Title and Recording Fees		30,000						30,000	
70	Construction Mgmt. and Monitoring									
71	Predevelopment Loan Interest									
72	Other: Accounting & Admin		25,000						25,000	
73	Total Construction Period Expense		219,676	29,731	64,886	112,069	148,497		684,124	

PROJECTED SOURCES AND USES OF FUNDS

Bravley Adams
 Modified on: 1/13/18
 based on SOV 9/27/18

	Pre-Dev	Construction Period				Construction Subtotal	Stabilization	Conversion	Total
		Close	Quarter 1	Quarter 2	Quarter 3				
105 PERMANENT FINANCING EXPENSES									
107 Loan Origination Fees	0	12,513			12,513			12,513	
108 Credit Enhancement & Application Fee							5,000	5,000	
109 Title and Recording Fees									
110 Property Taxes									
111 Insurance									
112 Other: Issuer Fee									
113 Other: Blank DD							5,000	5,000	
114 Total Permanent Financing		12,513			12,513		5,000	17,513	
115									
116 LEGAL FEES									
117 Construction Lender Legal		50,000			50,000			50,000	
118 Permanent Lender Legal		40,000			40,000			40,000	
119 Sponsor Legal		25,000			25,000			25,000	
120 Organizational Legal									
121 Other Legal (Issuer Legal, Bond Counsel)									
122 SDHC Ap. Orig. Servicing, Legal, Const Review		20,000			20,000			20,000	
123 Other: GP Legal		135,000			135,000		15,000	150,000	
124 Total Legal Fees		135,000			135,000		15,000	150,000	
125									
126 CAPITALIZED RESERVES									
127 Operating Reserve									
128 Replacement Reserve									
129 Rent-up Reserve									
130 Transition Reserve (2 years)									
131 Other: Prepaid HOA									
132 Other: Capitalized LP Fee									
133 Total Reserves							108,957	108,957	
134									
135 REPORTS & STUDIES									
136 Market Study		8,500			8,500			8,500	
137 Appraisal		8,500			8,500			8,500	
138 Environmental									
139 Other: Lender Deposit									
140 Other: Investor Deposit									
141 Other: NEPA									
142 Other									
143 Total Reports & Studies		17,000			17,000			17,000	
144									
145 OTHER									
146 TCAC Ap./Mgmt/Monitoring Fees		124,823			124,823			124,823	
147 COLAC/CIAC Fees		103,270			103,270			103,270	
148 Local Permit Fees		1,558,396			1,558,396			1,558,396	
149 Local Development Impact Fees									
150 CPD Preparation									
151 Syndication/Investor Fees & Expenses									
152 Furnishings - included in ECI SOV									
153 Final Cost Audit Expense									
154 Marketing									
155 MGP Services Fee									
156 SDHC Ap. Orig. Servicing, Legal, Const Review									
157 Other: CPA Opinion									
158 Accounting/Financial/Admin									
159 Bond Performance Deposit									
160 Total Other Costs		1,849,589	7,500	30,500	2,089,018	25,000		2,134,018	
161									
162 DEVELOPER COSTS									
163 Developer Fee		350,000			350,000		1,287,225	2,300,000	
164 Consultant/Processing Agent									
165 Project Administration									
166 Syndication Consultant									
167 Guarantee Fees									
168 Broker Fees Paid to Related Party									
170 Construction Oversight & Mgmt									
171 Total Developer Costs		350,000			350,000		1,287,225	2,300,000	
172									
173 Total Uses of Funds	270,685	3,025,082	2,369,337	4,141,301	3,837,276	18,106,881	134,264	20,226,182	
174 Net Source & Use							1,416,181	662,775	
175 Distributions									
176 Balance of Funds									
177									

OPERATING BUDGET & INCOME ANALYSIS

Brawley Adams

2018 HUD Rents

UASs without Solar

Rent:	Restriction	%AMI	Units	Square Feet/Unit	Total Sq. Ft.	Gross Rents	Utility Allowance	Monthly Net Rent	Annual Rent	RA Contract Rent	Annual Overhang	Annual Overhang/TCAI
1BR/1BA	LIHTC	55%	3	560	1,680	\$ 615	\$ 31	\$ 584	\$ 21,024	\$ -	\$ -	
1BR/1BA	LIHTC	50%	6	560	3,360	\$ 560	\$ 31	\$ 529	\$ 38,088	\$ -	\$ -	
1BR/1BA	LIHTC	45%	3	560	1,680	\$ 504	\$ 31	\$ 473	\$ 17,028	\$ -	\$ -	
1BR/1BA	LIHTC	30%	2	560	1,120	\$ 336	\$ 31	\$ 305	\$ 7,320	\$ -	\$ -	
2BR/1BA	LIHTC	55%	12	760	9,120	\$ 739	\$ 38	\$ 701	\$ 100,944	\$ -	\$ -	\$ -
2BR/1BA	LIHTC	50%	6	760	4,560	\$ 672	\$ 38	\$ 634	\$ 45,648	\$ -	\$ -	\$ -
2BR/1BA	LIHTC	45%	6	760	4,560	\$ 605	\$ 38	\$ 567	\$ 40,824	\$ -	\$ -	\$ -
2BR/1BA	LIHTC	30%	4	760	3,040	\$ 403	\$ 38	\$ 365	\$ 17,520	\$ -	\$ -	\$ -
3BR/2BA	LIHTC	55%	4	1,050	4,200	\$ 853	\$ 46	\$ 807	\$ 38,736	\$ -	\$ -	\$ -
3BR/2BA	LIHTC	50%	4	1,050	4,200	\$ 776	\$ 46	\$ 730	\$ 35,040	\$ -	\$ -	\$ -
3BR/2BA	LIHTC	45%	6	1,050	6,300	\$ 698	\$ 46	\$ 652	\$ 46,944	\$ 1,199	\$ 32,820	\$ 37,320
3BR/2BA	LIHTC	30%	3	1,050	3,150	\$ 485	\$ 46	\$ 419	\$ 15,084	\$ 1,199	\$ 28,080	\$ 22,392
3BR/2BA	MGR		1	1,050	1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					0	\$ -						
Total Rents			60		48,020				424,200		60,900	59,712
Community Center					1,814							
Common Area					7,203							
% Loss to Efficiency				0.00%	0							
Construction Square Feet					57,037							
Income from Operations			PUPM									
Laundry				\$ 12					8,640			
Other Income (App. Fees, Late, etc.)				\$ 4					2,880			
Garage				\$ -		0 Garages			0			
Cable & Highspeed Data Income				\$ -					0			
Telephone Income				\$ -					0			
Sub-Total				\$ 16.00					435,720			
Less: Vacancies @				5.0%					21,786		3,045	2,986
RENTAL SUBSIDY									60,900			
Less: Vacancies @				5%					3,045			
Total Income									471,789			56,726
Operating Expenses			PUPA									
Admin				\$ 513					30,798			
Management Fee				\$ 600					36,000			
Utilities/Trash				\$ 1,395					83,715			
Payroll				\$ 1,473					88,401			
Repair & Maintenance				\$ 659					39,531			
Insurance				\$ 170					10,200			
Taxes (HOA, CFD)				\$ 33					2,000			
Other				\$ -					0			
Total Expenses				\$ 4,844					290,645			
Net Operating Income									181,144			
Reserves				\$250/unit					15,000			
Issuer and Monitoring Fee				0.125%		(Min \$10k or 0.125% + \$150/unit for SDHC)			0			
Services				0.000%		Per PSCDC MOU			9,880			
Net Income Available for Debt Service									156,264	60,900	56,726	

DSC TEST 1.200

Loan Sizing	Perm Loan	Tranche B
Loan Amount	1,925,000	0
Interest	5.90%	5.90%
Term	18	15
Amortization	35	30
Debt Service Coverage	1.20	1.15
Monthly Payment	10,848	0
Annual Payment	130,182	0
Cash Flow After D/S	26,082	26,082

TAX CREDITS & BASIS CALCULATION

Brawley Adams

DESCRIPTION OF COSTS	ACTUAL OR EST. OF COSTS	70% ELIGIBLE BASIS	30% ELIGIBLE BASIS
ACQUISITION			
Land Cost	\$ 2,670,000	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Demolition	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Legal & Carrying Costs	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Land Lease Rent Prepayment	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Verifiable Carrying Costs	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Existing Improvement Costs	\$ -	XXXXXXXXXXXXXX	\$ -
Other: Closing Costs Incl offsite acq	\$ 60,000	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL LAND/AQUISITION COSTS	\$ 2,730,000	\$ -	\$ -
REHABILITATION			
Off-Site Improvements	\$ -		\$ -
Environmental Remediation	\$ -		\$ -
Site Work	\$ -		\$ -
Structures	\$ -		\$ -
General Requirements	\$ -		\$ -
Contractor Overhead	\$ -		\$ -
Contractor Profit	\$ -		\$ -
Contractor General Liability Insurance	\$ -		\$ -
Other:	\$ -		\$ -
TOTAL REHABILITATION COSTS	\$ -	\$ -	\$ -
RELOCATION			
Temporary Relocation	\$ -		\$ -
Permanent Relocation	\$ -		XXXXXXXXXXXXXX
TOTAL RELOCATION COSTS	\$ -	\$ -	\$ -
NEW CONSTRUCTION			
Design Built - Architect	\$ 266,850		\$ 266,850
Off-site Improvements	\$ -		\$ -
Solar	\$ -		\$ 614,833
Site Work	\$ 1,950,013		\$ 1,857,511
Parking Garage	\$ -		\$ -
Vertical	\$ 7,489,641		\$ 7,489,641
GC Contingency	\$ -		\$ -
General Requirements	\$ 388,260		\$ 388,260
Contractor Overhead	\$ 582,390		\$ 582,390
Contractor Profit	\$ 388,260		\$ 388,260
Contractor General Liability Insurance	\$ -		\$ -
Other:	\$ -		\$ -
TOTAL CONSTRUCTION	\$ 11,085,415	\$ -	\$ 11,387,746
ARCHITECTURAL FEES			
Building	\$ -		\$ -
Landscape	\$ 35,000		\$ 35,000
Energy Consultant	\$ 40,000		\$ 40,000
Other: Acoustic Study	\$ -		\$ -
Other: Traffic Study	\$ 2,500		\$ 2,500
Other: Solar Conceptual Design	\$ -		\$ -
TOTAL ARCHITECTURAL COSTS	\$ 77,500	\$ -	\$ 77,500
SURVEY & ENGINEERING			
Civil	\$ 105,000		\$ 105,000
ALTA	\$ -		\$ -
staking	\$ 85,000		\$ 85,000
Other: Planning and Engineering Contingency	\$ 39,500		\$ 39,500
Soils	\$ 85,000		\$ 85,000
Other: Phase I	\$ 2,500		\$ 2,500
Other: Dry Utilities	\$ 22,500		\$ 22,500
Other: Engineering/Easement	\$ 2,500		\$ 2,500
Other: Power, Water & Sewer Analyses	\$ 15,000		\$ 15,000
TOTAL SURVEY & ENGINEERING	\$ 357,000	\$ -	\$ 357,000
CONTINGENCY COSTS			
Hard Cost Contingency	\$ 553,271		\$ 553,271
Soft Cost Contingency	\$ 135,305		\$ 135,305
TOTAL CONTINGENCY COSTS	\$ 688,576	\$ -	\$ 688,576
CONSTRUCTION PERIOD EXPENSES			
Construction Loan Interest	\$ 446,448		\$ 337,184
Soft Loan Interest	\$ -		\$ -
C Bond Interest	\$ -		\$ -
Origination Fee	\$ 87,176		\$ 81,442
Credit Enhancement & Application Fee	\$ -		\$ -
Owner Paid Bonds	\$ -		\$ -
Lender Inspection Fees	\$ 18,000		\$ 18,000
Taxes During Construction	\$ 2,500		\$ 1,395
Prevailing Wage Monitoring	\$ -		\$ -
Insurance During Construction	\$ 75,000		\$ 50,000
Title and Recording Fees	\$ 30,000		\$ 20,000
Construction Management & Testing	\$ -		\$ -
Predevelopment Loan Interest	\$ -		\$ -
Other: Accounting & Admin	\$ 25,000		\$ 25,000
TOTAL CONSTRUCTION PERIOD EXPENSE	\$ 684,124	\$ -	\$ 833,021

PERMANENT FINANCING EXPENSES			
Loan Origination Fee	\$ 12,513	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Credit Enhancement & Application Fee	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Title and Recording Fees	\$ 5,000	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Property Taxes	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Insurance	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Other: Issuer Fee	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Other: Bank DD	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL PERMANENT FINANCING COSTS	\$ 17,513	\$ -	\$ -
LEGAL FEES			
Construction Lender Legal	\$ 50,000		\$ 27,891
Permanent Lender Legal	\$ 15,000		XXXXXXXXXXXXXX
Sponsor Legal	\$ 40,000		\$ 20,000
Organizational Legal	\$ 25,000		XXXXXXXXXXXXXX
Bond Legal	\$ -		XXXXXXXXXXXXXX
SDHC	\$ -		XXXXXXXXXXXXXX
Other: GP Legal	\$ 20,000		\$ 3,000
TOTAL LEGAL	\$ 150,000	\$ -	\$ 90,891
CAPITALIZED RESERVES			
Operating Reserve	\$ 108,957	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Replacement Reserve	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Rent-up Reserve	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Transition Reserve	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Other: Prepaid HOA	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Other: Capitalized LP Fee	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL RESERVE COSTS	\$ 108,957	\$ -	XXXXXXXXXXXXXX
REPORTS & STUDIES			
Appraisal	\$ 8,500		\$ 8,500
Market Study	\$ -		\$ -
Physical Needs Assessment	\$ 8,500		\$ 8,500
Environmental Studies	\$ -		\$ -
Other: Lender Deposit	\$ -		\$ -
Other: Investor Deposit	\$ -		\$ -
Other: NEPA	\$ -		\$ -
Other	\$ -		\$ -
TOTAL REPORTS & STUDIES	\$ 17,000	\$ -	\$ 17,000
OTHER EXPENSES			
TCAC App/Alloc/Monitoring Fees	\$ 124,923	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
CDLAC/CDIAC Fees	\$ -		XXXXXXXXXXXXXX
Local Permit Fees	\$ 272,140		\$ 272,140
Local Development Impact Fees	\$ 1,558,398		\$ 1,558,398
CFD Prepayment	\$ -		\$ -
Syndicator/Investor Fees & Expenses	\$ -	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Furnishings - Included in ECI SOV	\$ -		\$ -
Final Cost Audit Expense	\$ -		\$ -
Marketing	\$ 45,580	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
MGP Services Fee	\$ 25,000		XXXXXXXXXXXXXX
SDHC Ap, Orig, Servicing, Legal, Const Review	\$ -		\$ -
Accounting/Finance/Admin	\$ 85,000		\$ 85,000
Other: CPA Opinion	\$ 15,000		\$ 15,000
Other:	\$ -		\$ -
TOTAL OTHER COSTS	\$ 2,124,018	\$ -	\$ 1,928,536
DEVELOPER COSTS			
Developer Fee Limit - Per Application	\$ 2,200,000	\$ -	\$ 1,400,000
Developer Fee Calculation	\$ 2,256,040	\$ -	\$ 2,256,040
Developer Fee	\$ 2,200,000	\$ -	\$ 1,400,000
Consultants/Processing Agent	\$ -		\$ -
Project Administration	\$ -		\$ -
Syndication Consultant	\$ -		\$ -
Guarantee Fees	\$ -		\$ -
Broker Fees Paid to Related Party	\$ -		\$ -
Construction Oversight & Mgmt	\$ -		\$ -
TOTAL DEVELOPER FEE	\$ 2,200,000	\$ -	\$ 1,400,000
TOTAL RESIDENTIAL COSTS	\$ 20,220,102	\$ -	\$ 16,440,269
TOTAL COMMERCIAL COSTS	\$ -	\$ -	\$ -
TOTAL PROJECT AND BASIS COSTS	\$ 20,220,102	\$ -	\$ 16,440,269
Adjustment for Excess Basis			\$ -
Additional Amount Voluntarily Excluded From Basis			\$ 3,307,508
Requested Undadjusted Eligible Basis	\$ -		\$ 13,132,761
130% DIFFICULT DEVELOPMENT FACTOR?	Tract #: Not Avail.	y	\$ 17,072,589
Credit Reduction		0.00%	\$ -
Total Adjusted Qualified Basis			\$ 17,072,589
TX CREDITS @ % LI Eligible @ Tx Credit Rt	100.00%	9.00%	9.00%
TX CREDITS @ % LI Eligible		TCAC App Rate	\$ 1,536,533
TX CREDITS OVER TEN YEARS			\$ 15,385,330
TX CREDIT EQY @ % Credit @ % Investment	\$ 0.9250	98.99%	\$ 14,069,380

OPERATIONAL CASH FLOW

Brawley Adams

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Gross Revenue	435,720	446,913	467,778	469,223	480,953	492,977	505,002	517,934	530,863	544,155	557,758	571,702	586,995	600,645	615,661
Vacancy	(21,789)	(27,331)	(32,889)	(33,461)	(34,040)	(34,649)	(35,283)	(35,942)	(36,644)	(37,390)	(38,181)	(39,018)	(39,902)	(40,833)	(41,811)
Annual Overhang Net of Vacancy	57,855	59,301	60,784	62,304	63,853	65,438	67,061	68,722	70,423	72,165	73,947	75,770	77,634	79,539	81,486
Net Revenue	471,789	483,584	495,673	500,065	520,787	533,766	547,131	560,099	574,829	589,200	603,570	619,028	634,504	650,366	666,628
Operating Expenses	290,645	308,818	311,346	322,243	333,572	345,195	357,217	369,742	382,774	396,119	409,883	424,333	439,185	454,558	470,465
Net Operating Income	181,144	187,766	186,327	185,822	187,215	188,571	189,914	191,357	192,805	194,281	195,689	197,125	198,589	199,810	201,163
Replacement Reserves	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Services	9,880	10,127	10,380	10,640	10,906	11,178	11,456	11,744	12,038	12,339	12,647	12,963	13,288	13,620	13,960
Cash Available to Debt Service	156,264	162,639	160,947	160,182	161,309	162,413	163,395	164,233	165,027	165,782	166,499	167,172	167,802	168,391	168,930
Principal and Interest	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182
Issuer and Monitoring Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Soft Loan Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Asset Management	5,000	5,125	5,253	5,384	5,518	5,657	5,798	5,943	6,092	6,244	6,400	6,560	6,724	6,893	7,065
Managing GP Fee/ LP Fees	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,048	3,122	3,200	3,280	3,362	3,446	3,532
Net Project Cash Flow	18,582	19,770	20,065	21,025	21,812	22,446	23,017	23,525	24,073	24,661	25,189	25,757	26,265	26,793	27,341
Partnership Cash Flow	18,582	19,770	20,065	21,025	21,812	22,446	23,017	23,525	24,073	24,661	25,189	25,757	26,265	26,793	27,341
TCAC Gross Revenue Test	1,20	1,21	1,22	1,23	1,24	1,25	1,26	1,27	1,27	1,27	1,28	1,28	1,28	1,28	1,28
TCAC Debt Service Test	4.84%	5.00%	5.14%	5.25%	5.33%	5.39%	5.43%	5.44%	5.42%	5.39%	5.33%	5.25%	5.14%	5.01%	4.87%
UMR Operating Expense Test	6.39%	6.57%	6.71%	6.80%	6.86%	6.88%	6.86%	6.81%	6.71%	6.61%	6.47%	6.29%	6.09%	5.87%	5.62%
Distributions:															
LP Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available After Deferred Fee Pmt	14,866	15,816	16,709	17,519	18,303	19,066	19,813	20,549	20,588	20,955	21,213	21,368	21,411	21,348	21,137
City Loan DFI	3,218	3,954	4,172	4,385	4,528	4,749	4,903	5,097	5,150	5,239	5,303	5,342	5,353	5,334	5,284
2029/30/31/32/33/34/35	743	791	835	877	915	950	981	1,007	1,030	1,048	1,061	1,068	1,071	1,067	1,057
2029/30/31/32/33/34/35	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%	4.02%

OPERATIONAL CASH FLOW
Brewery Adams

	2015	15
Gross Revenue	2.50%	631,052
Vacancy	5%	(31,553)
Annual Overhang Net of Vacancy	2.50%	59,499
Net Revenue		643,291
Operating Expenses	3.50%	486,932
Net Operating Income		156,359
Replacement Reserves Services	0.00%	15,000
	2.50%	14,309
Cash Available to Debt Service		127,050
Principal and Interest	5.90%	130,182
Issuer and Monitoring Fee	0.00%	0
Mandatory Soft Loan Payments	0.00%	0
LP Asset Management	3.00%	0
Managing GP Fee/ LP Fees		3,821
Net Project Cash Flow	2.50%	33,248
Partnership Cash Flow		33,248
TCAC Gross Revenue Test	OSCR	1.28
TCAC Debt Service Test	8%	5.84%
UMR Operating Expenses Test	12%	8.83%
Distributions:		0
LP Fee	3.00%	0
Deferred Developer Fee		26,598
Cash Available After Deferred Fee Pmt	0.00%	6,650
City Loan CIP's		3,325
		31.0%

OPERATIONAL CASH FLOW
Brawley Adams

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
Inflation @																	
Gross Revenue	646,829	683,000	675,574	696,564	713,978	731,837	750,173	768,876	786,098	807,801	827,996	848,695	869,913	891,651	913,932	936,801	960,221
Vacancy	(32,341)	(33,150)	(33,823)	(34,628)	(35,463)	(36,331)	(37,232)	(38,164)	(39,128)	(40,125)	(41,156)	(42,221)	(43,321)	(44,455)	(45,624)	(46,828)	(48,011)
Annual Overhang Net of Vacancy	65,888	88,033	90,224	92,450	94,802	97,217	99,692	102,092	104,644	107,280	109,941	112,690	115,507	118,385	121,355	124,388	127,488
Net Revenue	700,373	717,883	735,930	754,226	773,081	792,408	812,216	832,524	853,337	874,670	896,537	918,951	941,924	965,472	989,609	1,014,350	1,039,708
Operating Expenses	503,974	521,613	539,870	558,765	578,322	598,563	619,517	641,196	663,638	686,865	710,906	735,787	761,540	788,194	814,781	844,333	873,865
Net Operating Income	196,399	196,270	196,060	195,460	194,759	193,845	192,705	191,328	189,898	187,805	185,632	183,163	180,385	177,279	173,828	170,017	165,824
Replacement Reserves	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Services	14,657	15,034	15,409	15,795	16,190	16,594	17,009	17,434	17,870	18,317	18,775	19,244	19,725	20,219	20,724	21,242	21,773
Cash Available to Debt Service	186,732	186,236	185,650	184,665	183,569	182,351	181,035	179,628	178,128	176,528	174,857	173,119	171,324	169,475	167,573	165,619	163,611
Principal and Interest	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182	130,182
Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Modeling Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mortgage Soft Loan Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Asset Management	5,000	3,904	3,899	3,897	4,087	4,189	4,304	4,412	4,522	4,635	4,751	4,870	4,991	5,116	5,244	5,375	5,509
Managing GP Fee/ LP Fees	2,500	3,838	3,820	3,802	3,881	3,962	4,045	4,130	4,215	4,302	4,391	4,481	4,572	4,663	4,755	4,848	4,943
Net Proceed Cash Flow	32,839	32,250	31,470	30,487	29,291	27,870	26,211	24,300	22,125	19,672	16,924	13,868	10,486	6,783	2,679	(1,782)	(6,540)
Partnership Cash Flow	1,28	1,28	1,27	1,26	1,26	1,25	1,23	1,22	1,20	1,19	1,17	1,14	1,12	1,09	1,06	1,03	999
TCAC Cash Revenue Test	5,65%	5,44%	5,20%	4,93%	4,68%	4,36%	4,07%	3,73%	3,36%	3,01%	2,67%	2,27%	1,78%	1,33%	0,87%	0,38%	-0,12%
UMR Operating Expense Test	8,52%	8,18%	7,83%	7,46%	7,08%	6,66%	6,23%	5,78%	5,33%	4,86%	4,38%	3,86%	3,30%	2,80%	2,31%	1,80%	1,26%
Distributions:																	
LP Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	26,271	25,800	25,176	24,390	23,433	22,296	20,968	19,440	17,700	15,737	13,539	11,094	8,389	5,410	2,143	0	0
Cash Available After Deferred Fee Pmt	6,568	6,450	6,294	6,097	5,858	5,574	5,242	4,860	4,455	3,924	3,385	2,724	2,092	1,353	538	(1,782)	(6,540)
City Loan C/P	3,284	3,225	3,147	3,049	2,929	2,787	2,621	2,430	2,213	1,967	1,692	1,387	1,049	676	268	0	0
	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%

OPERATIONAL CASH FLOW
Brawley Adams

	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Inflation																	
Gross Revenue	984,226	1,008,872	1,074,053	1,059,904	1,086,402	1,113,562	1,141,401	1,169,936	1,199,184	1,229,164	1,259,893	1,291,390	1,323,675	1,356,767	1,390,666	1,425,453	1,461,090
Vacancy	(49,211)	(50,462)	(51,703)	(52,953)	(54,203)	(55,453)	(56,703)	(57,953)	(59,203)	(60,453)	(61,703)	(62,953)	(64,203)	(65,453)	(66,703)	(67,953)	(69,203)
Annual Operating Net of Vacancy	330,885	333,953	337,302	340,725	344,255	347,728	351,244	354,744	358,226	361,728	365,209	368,721	372,249	375,758	379,266	382,772	386,277
Net Revenue	1,065,701	1,082,244	1,119,652	1,147,643	1,176,334	1,205,743	1,235,888	1,266,784	1,298,453	1,330,915	1,364,187	1,398,292	1,433,249	1,469,081	1,505,808	1,543,453	1,582,039
Operating Expenses	904,470	936,127	968,091	1,002,803	1,037,901	1,074,227	1,111,875	1,150,739	1,191,015	1,232,700	1,275,845	1,320,500	1,366,717	1,414,562	1,464,061	1,515,304	1,568,319
Net Operating Income	161,231	156,117	151,761	144,841	138,434	131,516	124,051	116,045	107,438	99,214	90,342	81,792	73,532	65,526	57,746	50,149	42,769
Replacement Reserves	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Services	22,317	22,875	23,447	24,033	24,634	25,250	25,881	26,528	27,192	27,871	28,566	29,282	30,014	30,765	31,534	32,322	33,130
Cash Available to Debt Service	123,913	118,241	112,313	105,802	99,800	94,264	89,160	84,518	79,247	74,343	69,776	65,510	61,518	57,764	54,218	50,871	47,639
Principal and Interest	130,182	130,182	121,885	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Issue and Monitoring Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Soft Loan Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Asset Management	5,847	5,788	5,933	5,081	6,233	6,389	6,549	6,713	6,880	7,052	7,228	7,410	7,595	7,785	7,979	8,179	8,383
Managing GP Fees/LP Fees	(11,816)	(17,629)	(15,504)	(9,726)	(9,258)	(8,876)	(8,486)	(8,091)	(7,693)	(7,292)	(6,888)	(6,480)	(6,069)	(5,655)	(5,238)	(4,818)	(4,394)
Net Project Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCAC Gross Revenue Test	0.95%	0.91%	0.82%	0.68%	0.56%	0.46%	0.37%	0.29%	0.22%	0.16%	0.11%	0.07%	0.04%	0.02%	0.01%	0.00%	0.00%
TCAC Debt Service Test	-0.84%	-1.17%	-0.93%	-0.68%	-0.44%	-0.20%	0.03%	0.29%	0.54%	0.79%	1.04%	1.29%	1.53%	1.78%	2.03%	2.28%	2.53%
UMR Operating Expense Test	-1.32%	-1.88%	-1.60%	-0.94%	-0.37%	0.20%	0.88%	1.59%	2.34%	3.12%	3.94%	4.80%	5.69%	6.61%	7.56%	8.54%	9.56%
Distributions:																	
LP Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exch Available After Deferred Fee Pmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exch Available After Deferred Fee Pmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

OPERATIONAL CASH FLOW
Brawley Adams

	\$1	\$2	\$3	\$4	\$5	Total
Inflation ②						
Gross Revenue	1,497,617	1,535,057	1,573,434	1,612,770	1,653,089	80,347,647
Vacancy	(74,883)	(76,753)	(78,672)	(80,638)	(82,654)	(2,512,382)
Annual Overhang Net of Vacancy	188,854	203,825	209,971	215,144	219,438	9,865,188
Net Revenue	1,621,590	1,662,130	1,703,893	1,746,275	1,789,872	54,515,854
Inflation ③						
Operating Expenses	1,622,231	1,680,044	1,738,846	1,798,705	1,862,695	46,778,409
Net Operating Income	(1,641)	(17,814)	(35,163)	(53,430)	(72,783)	(2,232,045)
Inflation ④						
Replacement Reserves	15,000	15,000	15,000	15,000	15,000	825,000
Services	33,958	34,808	35,678	36,570	37,484	1,141,643
Cash Available to Debt Service	(50,660)	(52,722)	(55,840)	(59,000)	(62,267)	(2,570,002)
Principal and Interest	0	0	0	0	0	4,678,242
Issuance and Maturity Fee	0	0	0	0	0	0
Mandatory Set-Aside Payments	0	0	0	0	0	0
LP Asset Management	6,593	8,809	9,028	9,283	9,485	46,163
Managing GP Fee/LP Fees	(59,192)	(76,538)	(94,869)	(114,253)	(134,732)	(5,112,253)
Net Project Cash Flow	(59,192)	(76,538)	(94,869)	(114,253)	(134,732)	(5,112,253)
Partnership Cash Flow						
TCAC Gross Revenue Test	DSCR	8%	8%	8%	8%	8%
TCAC Debt Service Test	#DIV/0!	-3.36%	-4.41%	-5.46%	-6.51%	-7.56%
UMR Operating Expense Test	123%	123%	123%	123%	123%	123%
Distributions:	15%	15%	15%	15%	15%	15%
LP Fee	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Deferred Developer Fee	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cash Available After Deferred Fee Paid	(59,192)	(76,538)	(94,869)	(114,253)	(134,732)	(5,112,253)
Cap Loan DFEs	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
100% Total Avail Cashflow	(59,192)	(76,538)	(94,869)	(114,253)	(134,732)	(5,112,253)
80% Total Avail Cashflow	337,493	337,493	337,493	337,493	337,493	1,350,972
20% Total Avail Cashflow	0	0	0	0	0	0
30% Total Avail Cashflow	0	0	0	0	0	0

SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

Subdivision: Adams Park Subdivision - TR NO. 16-03

First American Title Insurance Company
a corporation

GUARANTEES

The County of Imperial and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Imperial Valley Housing Authority, a public housing agency, as Owner

The signature of the following has been omitted under the provision of Section 66436, Subsection (a) (3) (i) of the Subdivision Map Act. Their interest is such that it cannot ripen into fee title and said signature is not required by the Governing body:

Brawley Town and Improvement Co., as holder of an easement recorded in Book, 1, Page 40 of Maps.

United States of America, as holder of an easement recorded November 1, 1910, in Book 2, Page 136 of Patents.

BFA, L.P., a California Limited Partnership, Imperial Land Development Company, L.P., a California Limited Partnership and Brawley, Gardens, L.P., a California Limited Partnership, as holder of an easement recorded February 23, 2006, as Instrument No. Instrument No. 2006-009413, of Official Records.

The map hereinbefore referred to is a subdivision of:

LOT 12, LOT 13, LOT 14 AND THE NORTHERLY 294.00 FEET OF LOT 19, LOT 20 AND LOT 21 INCLUSIVE OF MAP RECORDED IN BOOK 1, PAGE 40 (OR 1-40) OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID MAP OR 1-40, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 923.00 FEET ALONG THE WEST LINE OF LOT 12 AND PARCEL 1 OF MAP RECORDED IN BOOK 11, PAGE 8 OF PARCEL MAPS (PM-11-8) TO THE NORTHWEST CORNER OF PARCEL 2 OF PM 11-8;

THENCE EAST 954.00 FEET ALONG THE NORTH LINE AND THE EASTERLY EXTENSION OF THE NORTH LINE OF PARCEL 2, PARCEL 3 AND PARCEL 4 OF SAID PM 11-8 TO POINT IN THE WEST LINE OF PARCEL 4 OF MAP RECORDED IN BOOK 10, PAGE 84 OF PARCEL MAPS IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER;

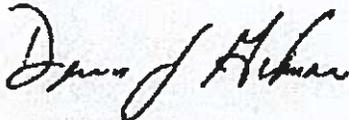
THENCE NORTH 923.00 FEET ALONG THE EAST LINE OF LOT 19 AND LOT 14 OF OR 1-40 TO THE NORTHWEST CORNER OF LOT 15 OF SAID OR 1-40;

THENCE WEST 954.00 FEET ALONG THE NORTH LINE OF LOT 14; LOT 13 AND LOT 12 TO THE NORTHEAST CORNER OF SAID LOT 11 OF OR 1-40, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

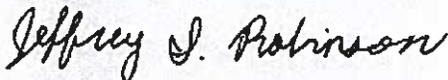
SAID PROPERTY IS ALSO SHOWN AS PARCEL 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 29, 2001 AS INSTRUMENT NO. 01-26377 IN BOOK 2092, PAGE 1483 OF OFFICIAL RECORDS.

Dated: November 30, 2018

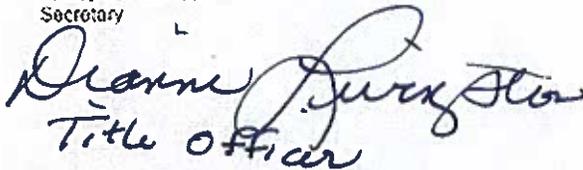
First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary


Title Officer

Recording Requested By:

City of Brawley

And When Recorded Mail To:

Alma Benavides, City Clerk
City of Brawley
400 Main Street
Brawley, CA 92227

**SUBDIVISION AGREEMENT AND IMPROVEMENT
SECURITY BOND (CITY OF BRAWLEY)**

SUBDIVISION AGREEMENT

(Government Code Section 66462 and Section 66463)

- (S1) Subdivision: Adams Park Subdivision Unit No.1
- (S2) Effective Date: January 30, 2019
- (S3) Completion Period: January 30, 2020

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL APPROVAL :

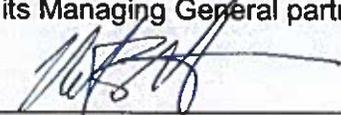
By: _____
City Mayor

SUBDIVIDER: Brawley Adams I CIC, LP,
a California limited partnership

By: Southern California Housing Collaborative,
a California nonprofit public benefit
corporation, its Managing General partner

APPROVAL RECOMMENDED:

By: _____
Guillermo Sillas, City Engineer

By: 
Nathan E. Schmid
Executive Director

By: CIC Brawley Adam I, LLC,
a California limited liability company

FORM APPROVED - CITY ATTORNEY:

By: _____
William S. Smerdon, City Attorney

By: Chelsea Investment Corporation,
a California corporation, its Manager

By: _____
Cheri Hoffman
President

(NOTE: All signatures to be acknowledged
If Subdivider is incorporated, signatures must
conform with the designated representative
groups pursuant to Corporations Code §313).

ATTEST:

By: _____
Alma Benavides, City Clerk

ACKNOWLEDGMENT
(By Individual, Partnership or Corporation)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

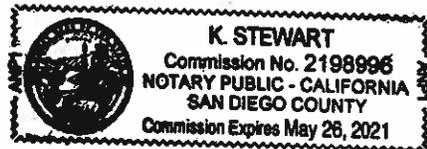
State of California
County of San Diego

On 1/4/2019 before me, K. Stewart, Notary Public
(insert name and title of the officer)

Personally appeared Nathan Elliott Schmid
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose
name~~s~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that
he/~~she~~ they executed the same in his/~~her~~ their authorized capacity~~(ies)~~, and that by
his/~~her~~ their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of
which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Recording Requested By:

City of Brawley

And When Recorded Mail To:

Alma Benavides, City Clerk
City of Brawley
400 Main Street
Brawley, CA 92227

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By: _____
City Mayor

SUBDIVIDER: Brawley Adams I CIC, LP,
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a California nonprofit public benefit
corporation, its Managing General partner

APPROVAL RECOMMENDED:

By: _____
Guillermo Sillas, City Engineer

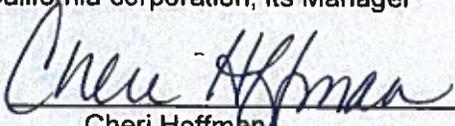
By: _____
Nathan E. Schmid
Executive Director

By: CIC Brawley Adam I, LLC,
a California limited liability company

FORM APPROVED - CITY ATTORNEY:

By: _____
William S. Smerdon, City Attorney

By: Chelsea Investment Corporation,
a California corporation, its Manager

By: 
Cheri Hoffman
President

ATTEST:

By: _____
Alma Benavides, City Clerk

(NOTE: All signatures to be acknowledged
If Subdivider is incorporated, signatures must
conform with the designated representative
groups pursuant to Corporations Code §313).

ACKNOWLEDGMENT
(By Individual, Partnership or Corporation)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of San Diego

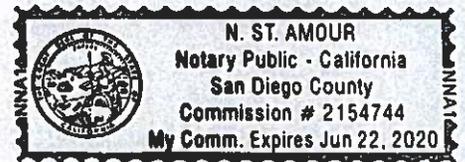
On January 3, 2019 before me, N. St. Amour, Notary Public
(insert name and title of the officer)

Personally appeared Cheri Hoffman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature N. St. Amour (Seal)



1. **PARTIES AND DATE AND LEGAL DESCRIPTION.** Effective on the above date, the City of Brawley, California, here-in after called ("CITY"), and the above named Subdivider, mutually promise and agree as follows concerning this Subdivision. The affected property is more particularly described in the attached Appendix A.

2. **IMPROVEMENTS.** Subdivider/Developer agrees to install certain improvements (both public and private) as shown in the improvement plans dated 10/27/2017, attached hereto as Exhibit A, and other improvements as required by City Ordinance or Regulation, conditions of approval for the development.

Developer shall complete all of said Work and improvements (hereinafter called "Work") within the above completion period from the date hereof as required by the California Subdivision Map Act (Government Code Section 66410 and following), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City Code and rulings made thereunder; and where there is a conflict between the improvement plans, City Code or conditions of approval, the stricter requirements shall govern..

3. **IMPROVEMENT SECURITY:** Upon executing this Agreement, the Subdivider/Developer shall, pursuant to Government Code Section 66499, and the City Code, provide as security to the City:

A. **For Performance and Guarantee of the Work:** Corporate surety bond in a form acceptable to City in the sum of Two Hundred Ninety Eight Thousand, Three Hundred Sixteen Dollars and No Cents, (\$ 298,316.00), which is one hundred percent (100%) of the estimated cost of the work.

With this security, the Subdivider/Developer guarantees performance of all of the Work under this Agreement and warranty of the Work for one (1) year after its completion and acceptance against any defective workmanship, materials or unsatisfactory performance. Engineer's estimates are for the purpose of estimating the cost of the Work for establishing the dollar value of the security and shall not define or limit the scope of the Subdivider/Developer's or surety's obligations to perform all of the Work under this agreement.

B. **For Payment:** Corporate surety bond in a form acceptable to City in the sum of Two Hundred Ninety Eight Thousand, Three Hundred Sixteen Dollars and No Cents, (\$ 298,316.00), which is one hundred percent (100%) of the estimated cost of the work.

With this security, the Subdivider/Developer guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider/Developer.

Upon acceptance of the Work as complete by the City Council and upon request of the Subdivider/Developer, the amount of the securities may be reduced in accordance with the Government Code Sections 66497, et. seq. The

improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the Work is completed. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines that the Work in fact has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of Work or improvement and the amount by which the security shall be reduced shall be conclusive. In no event, however, shall the amount of the performance security be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied. Payment security may be reduced only in accordance with Government Code §66499.7.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider/Developer guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the Work as complete in accordance with Government Code Section 66499.7. Developer agrees to correct, repair, or replace, at his expense, any defects in said Work.

5. PLANT ESTABLISHMENT WORK. Subdivider/Developer agrees to perform plant establishment work for landscaping installed under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control, and other work reasonably determined by the Public Works Department to be necessary to ensure establishment of plants.

Said plant establishment work shall be performed for a period of one (1) year from and after the City Council accepts the work as completed.

6. IMPROVEMENT PLAN WARRANTY. Subdivider/Developer warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2. If, at any time before the City Council accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider/Developer shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY CITY. Inspection of the Work and/or materials, or approval of Work and/or materials or statement by any officer, agent or employee of the City indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider/Developer of its obligation to fulfill this Agreement as prescribed; nor shall the City thereby be estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider/Developer shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any

combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, except to the extent those claims arise from the negligence or willful misconduct of City.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Developer, contractor, subcontractor or any officer, agent or employee of one or more of these.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied or reviewed any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider/Developer shall pay when due all the costs of the Work including inspections thereof and relocating existing utilities required thereby.

10. SURVEYS. Subdivider/Developer shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the City Engineer before acceptance of any Work as complete by the City Council.

11. NON-PERFORMANCE AND COSTS. If Subdivider/Developer fails to complete the Work within the time specified in this Agreement and subsequent extensions, or fails to maintain the Work, the City may proceed to complete and/or maintain the Work by contract or otherwise, and Subdivider/Developer agrees to pay all costs and charges reasonably incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) in completing the Work, within thirty (30) days after receipt of demand from City.

Subdivider/Developer hereby consent to entry on the Subdivision property by the City and its forces, including contractors, as necessary to complete and/or maintain the Work as provided herein.

Once action is taken by City to complete or maintain the Work, Subdivider/Developer agrees to pay all costs reasonably incurred by the City in doing so, even if Subdivider/Developer or Subdivider subsequently completes the Work.

Should City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider/Developer agrees to pay reasonable attorneys' fees, and all other expenses of litigation reasonably incurred by City in connection therewith, even if Subdivider/Developer subsequently proceeds to complete the Work.

12. RECORD MAP. In consideration hereof, City shall allow Subdivider/Developer to file and record the Final Map for said Subdivision.

13. MONUMENT SECURITY. Subdivider/Developer shall file or deposit with the City a monument bond or security as applicable in the sum of Three Thousand Six Hundred

Seventy Dollars and No Cents, (\$3,670.00) pursuant to Sections 66496 and 66499 of the Government Code of the State of California.

14. ENGINEERING FEES. Subdivider/Developer shall pay to the City an engineering fee of Two percent (2%) of the estimated construction cost.

15. PLAN CHECK FEES. Subdivider to pay a fee of one and one half percent (1.5%) of the estimated construction cost.

16. DATE OF COMPLETION. The completion of improvements required hereunder and the date of completion shall be determined by the City Engineer and said date of completion shall be specified on the first page of this Agreement.

16. FEES. Developer shall pay such fees as have been duly established by City.

17. POSTED FEES. The following are the fees to be posted and/or secured hereunder in addition to such fees as may be required by statute, ordinance, resolution or City policy. Unless otherwise specifically set forth herein, fees are payable prior to recordation of the final map.

SECURITY AND FEES:

(A)	Amount of Faithful Performance Bond	\$ 298,316.00
(B)	Amount of Labor and Materials Bond	\$ 298,316.00
(C)	Amount of Monumentation Bond	\$ 3,670.00
(D)	Engineering Inspection Fees (2%)	\$ 5,967.00
(E)	Plan Check Fees (1.5%)	\$ 4,475.00

APPENDIX "A"

LEGAL DESCRIPTION

Real property in the City of Brawley, County of Imperial, State of California, described as follows:

LOT 12, LOT 13, LOT 14 AND THE NORTHERLY 294.00 FEET OF LOT 19, LOT 20 AND LOT 21 INCLUSIVE OF MAP RECORDED IN BOOK 1, PAGE 40 (OR 1-40) OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID MAP OR 1-40, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 923.00 FEET ALONG THE WEST LINE OF LOT 12 AND PARCEL 1 OF MAP RECORDED IN BOOK 11, PAGE 8 OF PARCEL MAPS (PM-11-8) TO THE NORTHWEST CORNER OF PARCEL 2 OF PM 11-8;

THENCE EAST 954.00 FEET ALONG THE NORTH LINE AND THE EASTERLY EXTENSION OF THE NORTH LINE OF PARCEL 2, PARCEL 3 AND PARCEL 4 OF SAID PM 11-8 TO POINT IN THE WEST LINE OF PARCEL 4 OF MAP RECORDED IN BOOK 10, PAGE 84 OF PARCEL MAPS IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER;

THENCE NORTH 923.00 FEET ALONG THE EAST LINE OF LOT 19 AND LOT 14 OF OR 1-40 TO THE NORTHWEST CORNER OF LOT 15 OF SAID OR 1-40;

THENCE WEST 954.00 FEET ALONG THE NORTH LINE OF LOT 14; LOT 13 AND LOT 12 TO THE NORTHEAST CORNER OF SAID LOT 11 OF OR 1-40, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN AS PARCEL 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 29, 2001 AS INSTRUMENT NO. 01-26377 IN BOOK 2092, PAGE 1483 OF OFFICIAL RECORDS.

APN: 047-480-039-000

**Premium will be adjusted
based on final contract price**

Subdivision Bond
Labor & Material

Bond No. PB11511100456
Premium included in Performance Bond

SUBDIVISION BOND

Whereas, City of Brawley, (hereinafter designated as "Obligee"), and Brawley Adams I CIC, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated January 30, 2019, and identified as project Adams Park Subdivision Unit No. 1, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the Philadelphia Indemnity Insurance Company as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Two hundred ninety eight thousand three hundred sixteen dollars (\$298,316.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section

9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on November 2, 2018.

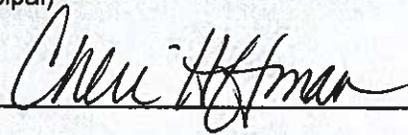
SIGNED, SEALED, DATED: November 2, 2018.

Brawley Adams I CIC, LP

(Principal)

(Seal)

By:

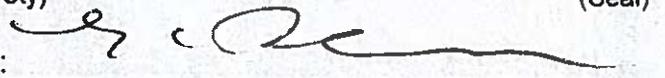


Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By:



Cyndi Beilman, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 11/8/2018 before me, N. St. Amour, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On November 2, 2018 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

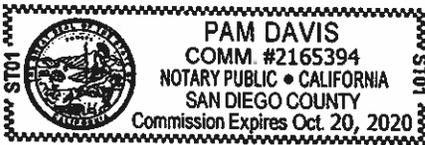
personally appeared Cyndi Beilman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal Above

OPTIONAL

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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Anne Wright and Dana Michaelis of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Megan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Subdivision Bond
Faithful Performance

Bond No. PB11511100456
Premium \$8,949.00 /2 years

SUBDIVISION BOND

Whereas, City of Brawley, hereinafter designated as "Obligee"), and Brawley Adams I CIC, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated January 30, 2019, and identified as project Adams Park Subdivison Unit No. 1, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of Two hundred ninety eight thousand three hundred sixteen dollars (\$298,316.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

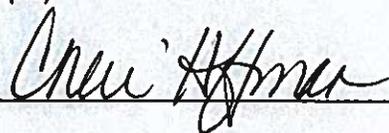
As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

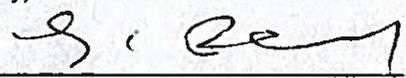
NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 2nd day of November, 2018.

Brawley Adams I CIC, LP
(Principal) (Seal)

By: 

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: 
Cyndi Beilman, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 11/8/2018 before me, N. St. Amour, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Cyndi Beilman, Anne Wright and Dana Michaelis of Surety Associates of Southern California Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On November 2, 2018 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

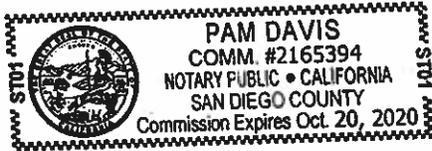
personally appeared Cyndi Beilman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



Date: November 2, 2018

To: Brawley Adams I CIC, LP

Job Description: Monument Bond (Adams park Subdivision Unit No. 1)

Bond Amount: \$3,670.00

Bond Number: PB11511100457

Enclosed you will find the original bonds, for the project as referenced above. We have also enclosed a copy of our Invoice No. **10171** for the premium due.

Please review this document carefully. We assume no liability as a result of incorrect information provided to SASC by you. If you notice any errors, please notify us immediately.

****Please, remember to sign the original bond and send to the obligee!****

Let us know if you have any questions regarding these bonds. We appreciate any opportunity to be of service!

Thanks again for doing business with **Surety Associates of Southern California**.

A handwritten signature in black ink, appearing to read 'Cyndi Beilman', written over a horizontal line.

Cyndi Beilman

5360 Jackson Drive #208, La Mesa, CA 91942
Phone 619-501-1899 / FAX 619-270-9833
License 0G87195

SUBDIVISION MONUMENT BOND

Bond No. PB11511100457
Premium: \$110.00

Bonding Company Philadelphia Indemnity Insurance Company Principal Brawley Adams I CIC, LP
Address 251 S. Lake Ave., Suite 360 Address 6339 Paseo Del Lago
City Pasadena, CA 91101 City Carlsbad, CA 92011

KNOW ALL MEN BY THESE PRESENTS:

That Brawley Adams I CIC, LP, a Subdivider, as Principal, and Philadelphia Indemnity Insurance Company, a Corporation, as Surety, are hereby jointly and severally bound to pay to the City of Brawley the sum of Three thousand six hundred seventy dollars (\$ 3,670.00).

The condition of this obligation is that whereas the Subdivider, as a condition of the filing of the final subdivision map of TRACT MAP NO. _____ entered into an agreement with said City to set Survey Monuments and Tie Points in said tract and furnish 118 Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the Subdivider shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the City of Brawley with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: November 2, 2018

NAME OF PRINCIPAL: Brawley Adams I CIC, LP

Chris Hoffman

AUTHORIZED SIGNATURE(S): _____
Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Philadelphia Indemnity Insurance Company

AUTHORIZED SIGNATURE: *Cyndi Beilman*
its Attorney-in-Fact Title Cyndi Beilman
Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)
(ALL SIGNATURES MUST BE WITNESSED BY NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

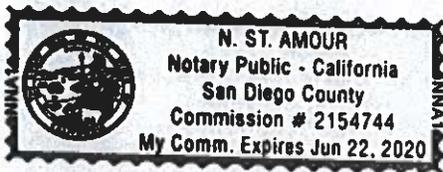
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State of California)
County of San Diego)
On 11/8/2018 before me, N. St. Amour, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

County of San Diego }

On November 2, 2018 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal Above

OPTIONAL

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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Anne Wright and Dana Michaelis of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 20 18.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RECORDING REQUESTED BY:
DEVELOPMENT DESIGN & ENG., INC.
1065 STATE STREET
EL CENTRO, CA. 92243

WHEN RECORDED MAIL TO:
DEVELOPMENT DESIGN & ENG., INC.
1065 STATE STREET
EL CENTRO, CA. 92243

OWNER'S CERTIFICATE

A.P.N: (047-480-039-000)

With the exception of those persons described in Section 66436 of the Government Code, the undersigned, named herein.

Imperial Valley Housing Authority, A Public Housing Agency

Hereby certify and acknowledge that she (he) (they) is (are) the only (all of the) party (parties) having any record title interest in the real property herein below described:

See Attached Exhibit A

The undersigned further certify and acknowledge that each and all of them consent to the preparation and recordation of this Final Map of Adams Park Subdivision – Tract No. 16-03.

See Attached Exhibit B

In witness whereof, said Owner(s) has (have) caused his (her) (their) name(s) ANDREA D. RYAN

to be hereunto subscribed this 10TH day of DECEMBER, 2018

at BRAWLEY, IMPERIAL, CALIFORNIA
(City, County & State)

SIGATURE: Andrea D Ryan

Imperial Valley Housing Authority, A Public Housing Agency

By: ANDREA D. RYAN

Print Name

Title: EXECUTIVE DIRECTOR

Print Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Imperial

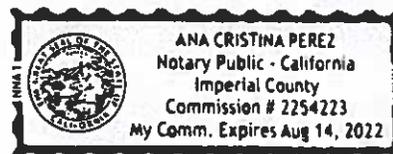
On December 10th, 2018 before me, Ana Cristina Perez, Notary Public personally appeared Andrea Dee Roark

who proved to me on the basis of satisfactory evidence to be the person whose name is are subscribed to the within instrument and acknowledged to me that she he they executed the same in her his their authorized capacity (ies), and that by her his their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Brawley, County of Imperial, State of California, described as follows:

LOT 12, LOT 13, LOT 14 AND THE NORTHERLY 294.00 FEET OF LOT 19, LOT 20 AND LOT 21 INCLUSIVE OF MAP RECORDED IN BOOK 1, PAGE 40 (OR 1-40) OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID MAP OR 1-40, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 923.00 FEET ALONG THE WEST LINE OF LOT 12 AND PARCEL 1 OF MAP RECORDED IN BOOK 11, PAGE 8 OF PARCEL MAPS (PM-11-8) TO THE NORTHWEST CORNER OF PARCEL 2 OF PM 11-8;

THENCE EAST 954.00 FEET ALONG THE NORTH LINE AND THE EASTERLY EXTENSION OF THE NORTH LINE OF PARCEL 2, PARCEL 3 AND PARCEL 4 OF SAID PM 11-8 TO POINT IN THE WEST LINE OF PARCEL 4 OF MAP RECORDED IN BOOK 10, PAGE 84 OF PARCEL MAPS IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER;

THENCE NORTH 923.00 FEET ALONG THE EAST LINE OF LOT 19 AND LOT 14 OF OR 1-40 TO THE NORTHWEST CORNER OF LOT 15 OF SAID OR 1-40;

THENCE WEST 954.00 FEET ALONG THE NORTH LINE OF LOT 14; LOT 13 AND LOT 12 TO THE NORTHEAST CORNER OF SAID LOT 11 OF OR 1-40, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN AS PARCEL 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 29, 2001 AS INSTRUMENT NO. 01-26377 IN BOOK 2092, PAGE 1483 OF OFFICIAL RECORDS.

APN: 047-480-039-000

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: 

PREPARED BY: Gordon R. Gaste, Development Services Director, AICP, CEP

PRESENTED BY: Rosanna Bayon Moore, City Manager
Gordon R. Gaste, Development Services Director, AICP, CEP

SUBJECT: AMG & Associates Ocotillo Springs Apartments - Density Bonus Agreement and Affordable Housing and Sustainable Communities (AHSC) Resolution

CITY MANAGER RECOMMENDATION: Approve the Density Bonus Agreement and AHSC Resolution.

DISCUSSION: On January 9, 2019, the City of Brawley Planning Commission approved a Conditional Use Permit for a Density Bonus for the Ocotillo Apartments submitted by AMG and Associates. The Brawley Municipal Code requires that the City Council ratify the Agreement for density bonus approval to formally take effect. This agreement provides the developer ten additional units on the 3.7 acre subject property for a total of 75 units.

Additionally, AMG and Associates is applying for an Affordable Housing and Sustainable Communities (AHSC) Program grant for Housing-Related Infrastructure, Sustainable Transportation Infrastructure, Transit-Related Amenities and/or Program Activities. These funds would primarily be used for bicycle and pedestrian improvements up to one mile from the project site to include sidewalk linkages and bike lane striping. The funds may also be used to enhance lighting and landscaping along these corridors.

FISCAL IMPACT: Potential for up to \$25 million dollars in housing related investment and infrastructure improvements

ATTACHMENTS: Density Bonus Agreement, AHSC Resolution

**Recording Requested by and when
Recorded, mail to:**

**City of Brawley
City Clerk
383 Main Street
Brawley, California 92227**

DENSITY BONUS HOUSING AGREEMENT

This Density Bonus Housing Agreement (the "Agreement") is entered into by and between the City of Brawley, a municipal corporation of the state of California ("City"), and AMG & Associates, a California Limited Liability Company ("Developer").

WITNESSETH

WHEREAS, the Developer is the owner of that certain real property commonly known as 1615 I Street and more particularly described as follows: Remainder Parcel of Garcia Subdivision Unit No. 1, in the City of Brawley, County of Imperial, State of California, according to map on file in book 26, page 83 of Final Maps in the office of the County Recorder of Imperial County (the "Property"); and

WHEREAS, the Property is zoned R-3 (Medium Density Residential); and

WHEREAS, Developer is proposing to construct a family apartment complex on the Property to be known as Ocotillo Springs Apartments (the "Development"); and

WHEREAS, the density for an R-3 zone would allow construction of sixty-five (65) units on Developer's Property; and

WHEREAS, in order to facilitate development of affordable housing, Government Code Section 65915 and Article XXI of Chapter 27 of City's ordinances provide for an increase in the number of units under certain circumstances ("Density Bonus"); and

WHEREAS, on or about November 16, 2018, the Developer, submitted an application requesting a density bonus which, if granted, would allow construction of an additional ten (10) units ("Density Bonus Units"); and

WHEREAS, the Development shall consist of Two (2)-Bedroom and Three (3)-Bedroom units ("Units"); and

WHEREAS, in order to obtain approval for construction of Density Bonus Units, Developer must comply with, among other things, the City General Plan, Zoning Ordinance, development standards and Section 27.313 of Article XXI of Chapter 27 of the City Code which states that all proposals for use of the City Density Bonus Program must at a minimum, agree to provide for one or more of the following:

The density of a proposed project may exceed the maximum allowable density of the underlying zone by twenty percent. Additional density, up to a maximum of thirty-five percent of the maximum allowable density of the underlying zone, may be allowed for increasing the minimum percentage of moderate income, low income or very low income households as described below:

1. Moderate Income Households—Each additional percentage of moderate income housing above the ten percent of the total units allowed by the maximum density of the underlying zone shall allow for a density increase of 1.0 percent; or
2. Low Income Households—Each additional percentage of low income housing above the ten percent of the total units allowed by the maximum density of the underlying zone shall allow for a density increase of 1.5 percent; or
3. Very Low Income Households—Each additional percentage of very low income housing above the five percent of the total units allowed by the maximum density of the underlying zone shall allow for a density increase of 2.5 percent. For developers who dedicate land to jurisdictions for the provision of affordable housing for very low income households totaling a minimum of 10% of the units in the density bonus project, a 15% density bonus shall be granted. This 15% density bonus is increased by 1% for each 1% increase in very low income units above the minimum 10% requirement, up to a maximum density bonus of 35%.

WHEREAS, the City requires that to be eligible for the use of the City Density Bonus Program and the Density Bonus contained therein, the Developer must sign a binding agreement with the City (a “Density Bonus Housing Agreement”) that sets forth the conditions and guidelines to be met in the implementation of the ordinance codified in the Article; and

WHEREAS, the Density Bonus Housing Agreement shall also require recordation and shall establish specific compliance standards and remedies available to the City upon failure by the Developer to make Units accessible to intended households; and

WHEREAS, the Density Bonus Housing Agreement shall be reviewed by the City Development Review Committee (“DRC”), the City Planning Commission (“PC”) and approved by the City Council; and

WHEREAS, the City desires this Development to be established in order to provide new Housing Units within the City limits for the benefit of low and very low income households; and

WHEREAS, the City and the Developer agree to enter into this Density Bonus Housing Agreement to ensure the appropriate implementation and the continuous mutual compliance with the provisions of State Law and City Ordinance; and

WHEREAS, a Design Review shall be required prior to final site plan approval and all subsequent construction shall follow the specifications of the Design Review and applicable City rules and regulations.

WHEREAS, Developer shall reimburse City or pay all costs associated with monitoring and enforcing the terms of this Agreement

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing statements are true and correct, and are incorporated herein.
2. For a period of thirty (30) years from the date the City issues a final inspection for the Development, the Developer, its heirs, successors, or assigns, shall commit, make available, maintain, and assure that the Development is occupied by very low and low income households, as currently defined or hereafter amended by the State Housing and Community Development Department, Division of Housing Policy Development. The current standard is 30 to 60% of the median income for Imperial County. In establishing rents to be paid by very low and low income households, said rents shall not exceed the standards set by the City and/or Imperial County of the very low and low income citizens adjusted for household size, as promulgated and published from time to time by the State.
3. The Developer shall obtain at its sole cost and expense any and all necessary financing, permits and approvals attendant to the construction of the Development.
4. The Developer shall hold harmless and indemnify the City and officers, commissions, agents and employees thereof, against and from any and all claims, demands, costs, expenses, or liability arising out of this Density Bonus Housing Agreement, or during and after the construction of the Development on the premises, including claims relating to payment of contractors, subcontractors, vendors, laborers and suppliers, or occasioned by the negligent performance or attempted negligent performance of the provisions hereof, inter alia, any negligent act or omission to act on the part of the Developer or agents thereof or employees or independent contractors directly responsible to the Developer.
5. The Developer shall within thirty (30) days after the Restricted Units are rented, and seventy-five (75) days after the New Year, submit to the City verification establishing that tenants qualify as very low and low-income households.
6. The Developer and the City shall use the State Department of Housing and Development Income Limits, or an equivalent form that may be promulgated and utilized for such purposes after the date of this Density Bonus Housing Agreement and approved by the City demonstrating the current income qualification limits to determine that a Tenant qualifies as a very low and low-income beneficiary.
7. This Density Bonus Housing Agreement shall be binding upon, shall inure to the benefit of, and shall apply to, the respective heirs, successors or assigns of the Developer and the City, and references to the Developer or the City herein shall be deemed to be reference to and include their respective heirs, successors and assigns. If the Developer should cease to have any interest in the Property all obligations of Developer hereunder shall terminate; provided however, that any heir, successor and assign of Developer's interest in the property shall have first assumed in writing and have approved by the City the Developer's obligation hereunder, which approval by the City shall not be unreasonably withheld.
8. Prior to execution of this Density Bonus Housing Agreement, the Developer shall provide the City with a copy of appropriate documentation authorizing the execution of this Density Bonus Housing Agreement by the signing individuals.
9. A Design Review shall be required prior to final site plan approval. The units in the project shall substantially adhere to the specifications in the approved Design Review.
10. Developer shall fully comply with all requirements of the Tax Credit financing program. At City's request, Developer shall provide, at no cost to City, copies of documents submitted to the Tax Credit

financing program demonstrating compliance with such program.

11. All notices ("Notices") to the Developer shall be sent by registered or certified mail, addressed to the Developer, attention: Cameron Johnson, AMG & Associates, PO Box 260770, Encino, CA 91426, or such other address as the Developers shall designate in writing. All Notices to the City shall be sent by registered or certified mail, addressed by the Developer to the office of the City Clerk, 383 Main Street, Brawley, California 92227, or at such other address as the City shall designate in writing.
12. Waiver by the City of any particular default ("Default") by the Developer shall not affect or impair the City's rights as to any subsequent Default of the same or a different kind; nor shall any delay or omission of the City to exercise any right arising from any Default affect or impair the City's rights as to the same or any future Default.
13. This Density Bonus Housing Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. Any and all actions brought to enforce any provisions of this Density Bonus Housing Agreement or to seek damages for the breach thereof or seeking any other legal remedy shall be brought, filed, and maintained in the applicable Superior Court in and for the County of Imperial.
15. Should the Developer, its heirs, successors or assigns, fail to comply with the provisions of this Density Bonus Housing Agreement relating to the committing, assuring, offering and maintaining of the percentage of the Development's total dwelling units (as set forth in the Recitals hereinabove) for occupancy by very low and low-income households after receiving forty-five (45) days notice to do so by the City, then the Developer shall be liable for and on demand shall pay to the City the sum of Twenty-Five and no/100 Dollars (\$25.00) per day for each unit less than that needed to be occupied in order to maintain the minimum percentage occupancy of very low and low-income households as set forth herein. For example, should it be determined by City that the Developer has failed to meet the necessary percentage of occupancy of the specified households by One (1) dwelling unit, then after a forty-five (45) day notice to correct said deficiency, the Developer shall be liable to the City for Twenty-Five Dollars (\$25.00) per day until said requirement is satisfied. Any and all amounts due to the City pursuant to this provision shall immediately constitute a lien against the subject property. The City may, at its discretion, initiate an action to recover said moneys and shall be entitled to recover its attorneys' fees and court costs if it prevails in said action.
16. Notwithstanding anything herein to the contrary, the City shall have the right to enforce any and all provisions of this Density Bonus Housing Agreement through the initiation of a lawsuit in the court of appropriate jurisdiction in the County of Imperial. Said remedies may include, without limitation, suits or injunctive relief, declaratory relief, and damages as a result of breach of contract.
17. The Parties agree this Density Bonus Housing Agreement shall be recorded in the Office of the County Recorder of the County of Imperial, State of California.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the date written herein below.

DATE _____

AMG & Associates, LLC

By: Alexis Gevorgian
Its: President/CEO

CITY OF BRAWLEY, a municipal corporation

By: George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

Approved as to Form, William Smerdon, City Attorney

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AUTHORIZING APPLICATION FOR THE AFFORDABLE HOUSING
AND SUSTAINABLE COMMUNITIES PROGRAM.

WHEREAS, The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated November 1, 2018 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.; and

WHEREAS, The City of Brawley and Pacific West Communities, Inc. (PWC) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program.; and

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program, and

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated November 1, 2018, for Round 4 in a total amount not to exceed \$25,000,000.00 of which up to \$14,000,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and up to \$11,000,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined in the AHSC Program Guidelines adopted by SGC on October 29, 2018. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$25,000,000.00 (up to \$14,000,000.00 for the AHSC Loan and up to \$11,000,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

Rosanna Bayon Moore, City Manager [office or position titles and name of authorized person(s) or designee] is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 15th day of January, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, 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. 2019- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 15th day of January, 2019 and that it was so adopted by the following roll call vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Dated: January 15, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: 

PREPARED BY: Robert Sawyer, Chief of Police

PRESENTED BY: Robert Sawyer, Chief of Police

SUBJECT: Amend Brawley Ordinance 86-04 – Burglar Alarm Ordinance

CITY MANAGER RECOMMENDATION: Amend City of Brawley Ordinance 86-04.

DISCUSSION: The Brawley Police Department is requesting authorization to amend the City's Burglar Alarm Ordinance in an effort to recoup a portion of public safety personnel costs incurred as a result of false alarms. The Brawley Police Department responds to an average of 1,561 false alarm calls annually. On average, less than 3% of all alarm calls received are the result of an actual crime.

Each false alarm response requires approximately 15 minutes of public safety personnel's time – from the call taker to dispatcher to responding officer(s) – and prompts a response of one or two officers per call. This leads to significant costs, not always financial in nature, which include:

- Personnel costs of police call-takers and dispatchers
- Personnel, equipment, and costs related to backup personnel
- Personnel costs associated with analyzing false alarms
- Software, hardware, office space, and equipment costs for false alarm management
- Administrative and other staff costs for notifications, permitting, billing & education programs
- Lost opportunity costs, when police are unavailable to work on actual crime problems
- Costs associated with call displacement because the response to other 911 calls takes longer

Proposed amendments to existing ordinance are summarized as follows:

- 1) Alarm owners are required to reapply for an alarm permit every three years, as opposed to once, to ensure current information is on file for a responsible party associated with the subject property;
- 2) The City provides two courtesy responses to false alarms each calendar year, as opposed to three;
- 3) Fees associated with public safety personnel's response to false alarms will increase from \$35 to \$50 for each response after the two courtesy false alarm responses per year;
- 4) Penalties are established for failure to maintain a valid alarm permit.

The proposed changes aim to accomplish the following:

- Reduce the number of overall false alarm calls

- Reduce chronic false alarm frequency for certain types of properties
- Reduce the number of false alarm calls at high-risk times, such as at business opening and closing times, during stormy weather, or during the holiday season
- Reduce public safety staff time devoted to handling false alarm calls
- Enable public safety personnel to be deployed for problem-solving purposes, actual crime and disorder matters
- Reduce the costs of handling false alarm calls and offset with potential revenue

FISCAL IMPACT: Potential Revenue Annually Estimated at \$7,500

ATTACHMENTS: Ordinance No. 2019- : Ordinance of the City Council of the City of Brawley, California, Amending City of Brawley Ordinance No. 86-04

ORDINANCE NO. 2019-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,
AMENDING CITY OF BRAWLEY ORDINANCE NUMBER 86-04.

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1 of City of Brawley Ordinance Number 86-04, which is codified
as Section 7A of the Brawley Municipal Code is hereby amended as follows:

Sec. 7A.1. - Title and purpose.

- (a) Short title. This chapter shall be known as the "the burglar alarm ordinance."
- (b) Purpose. The purpose of this chapter is to set forth regulations governing burglar alarm systems, to require permits therefor, and to provide sanctions for the operation of an alarm system without a permit and for false alarms.

Sec. 7A.2. - Definitions.

For the purpose of this chapter, certain words and phrases shall be construed as set forth in this section, unless it is apparent from the context that a different meaning is intended:

- (a) Alarm agent means any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving, or installing on or in any building, structure, or facility, any alarm system.
- (b) Alarm business means the business operated by any person of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replacing, moved, or installed any alarm system in or on any building, structure, or facility.
- (c) Alarm system means any mechanical or electrical device which is designed or used for the detection of an unauthorized entry into a building, structure, or facility or for altering others of the commission of an unlawful act within a building, structure, or facility, or both; and which emits a sound, gives inaudible warning by means of flashing light or other visible signal, or transmits a signal or message when actuated. Alarm systems include but are not limited to, telephonic alarms, audible alarms, and proprietor alarms. Audible alarms affixed to automobiles, alarm systems owned, maintained, and monitored by any governmental law enforcement agency in furtherance of law enforcement duties, and devices which are not designed or used to register alarms that are audible, visible, or

perceptible outside of the protected building, structure, or facility are not included within this definition, nor are auxiliary devices installed by the telephone company to protect telephone company systems which might be damaged or disrupted by the use of an alarm system.

- (d) Appellant means a person who perfects an appeal pursuant to this chapter.
- (e) Applicant means a person, firm, partnership, association, corporation, limited liability company or other business entity who or which files an application for a permit as provided in this chapter.
- (f) Audible alarm means a device designed for the detection of unauthorized entry on premises which generates an audible sound on the premises when it is actuated.
- (g) City means the City of Brawley.
- (h) Day means calendar day.
- (i) False alarm means an activation of an alarm system upon or following which communication is made to the Police Department that an alarm has been triggered, and when police units responding to the alarm and checking the protected premises according to standard department operating procedures are unable to discover any evidence of unauthorized entry, criminal activity, or other emergency situation. The presumption that the alarm is false is rebuttable.
- (j) Police Department means the Police Department of the City of Brawley.
- (k) Notice means written notice, given by personal service upon the addressee, or given by United States mail, postage prepaid, addressed to the person to be notified at his last known address. Service of such notice shall be effective upon the completion of personal service, or upon the placing of the same in the custody of United States Postal Service.
- (l) User means any person, firm, partnership, association, corporation, limited liability company or other business entity who, or which shall be granted a permit as provided herein, and his or its agents and representatives.
- (m) Person means natural person, firm, partnership, association, corporation, limited liability company or other business entity.
- (o) Police Chief means the Police Chief of the City of Brawley.
- (p) Proprietor alarm means an alarm which is not serviced by an alarm business.

- (q) Telephonic alarm means any alarm system as specified herein which will activate a pre-recorded telephone dialing device programmed to dial a telephone number maintained by the Brawley Police Department.
- (r) Visual alarm means a device designed for the detection of unauthorized entry on premises which generates an inaudible warning by means of flashing light or other visible signal.

Sec. 7A.3. - Standards, regulations, requirements, and duties.

- (a) No alarm system shall be installed, used, or maintained in violation of any of the provisions of this chapter, or of any applicable statute, law, or administrative regulation of the United States of America, the State of California, or any administrative rule-making body thereof.
- (b) The user shall be responsible for training and retraining all employees, family members, and other persons who may make regular use of the protected premises and who may, in the normal course of their activities, be in a position to accidentally trigger an alarm. Such training shall include procedures and practices to avoid accidental alarms, and steps to follow in the event the system is accidentally triggered.
- (c) The user shall, at all times, be responsible for the proper maintenance and repair of the system and for repair, replacement of any component, method of installation, design feature, or like condition which may give rise to a false alarm.
- (d) The user, their representatives, or their alarm agent shall notify the Brawley Police Department prior to any service, test, repair, maintenance, adjustment, alteration, or installation which might actuate a false alarm. For the purposes of this chapter, any alarm actuated where such prior notice has been given shall not constitute a false alarm.
- (e) The user shall, at all times, maintain with the Brawley Police Department a current listing of the names and telephone numbers of the persons to be notified to respond to open or secure the premises; or to operate, render repairs to, or service the alarm system, during any hour of the day or night.
- (f) Prerecorded telephonic alarms by means of a programmed automatic dialer are prohibited and therefore no police response will be made.
- (g) A user shall not have in operation an audible alarm, unless such alarm shall be capable of terminating its operation within thirty minutes of its activation. Employees of the Brawley Police Department shall have the authority to take

such steps as may be reasonable and necessary to disconnect any such alarm installed in any building, dwelling, structure, residence, or other facility, if such alarm does not terminate its operation within thirty minutes of its activation.

- (h) The user shall pay to the City a fee for false alarms generated by the user's alarm system according to the following schedule:
 - (1) First two false alarms, as defined in section 7A.2, during each calendar year - no charge.
 - (2) For each false alarm thereafter - the user shall be charged fifty dollars (\$50.00) per false alarm.

The City Council shall have the authority to revise the foregoing fee schedule by passing a resolution to that effect.

- (i) The user shall display a valid Alarm System Permit. Such permit shall be kept on the premises where the alarm system is located. The Police Department may issue an appropriate permit holder and establish requirements for its posting.
- (j) The provisions of this chapter are not applicable to the following:
 - (1) Audible alarms affixed to automobiles;
 - (2) Alarm systems owned, maintained, and monitored by any governmental law enforcement agency in furtherance of law enforcement duties; and
 - (3) Alarm systems which are not intended or designed to alert directly or indirectly to law enforcement agencies or others outside the protected building, structure, or facility, but are designed solely to alert security personnel or others directly connected with or employed by the owner, or operator of the protected building, structure, or facility.

Sec. 7A.4. - Permit required.

- (a) No person shall possess or use an alarm system without first applying for and receiving an alarm permit therefor in accordance with the provisions of this chapter. Where the alarm system was in operation prior to the effective date of the ordinance codified in this chapter, the alarm user shall be responsible for contacting the Police Department and obtaining said permit.
- (b) Whenever any change occurs relating to the written information required by section 7A.5 the applicant or user shall give written notice thereof to the Police Department within ten days after such change.

Sec. 7A.5. - Issuance of permits.

- (a) Issuing authority. The issuing authority shall be the Police Department.
- (b) Approving authority. The approving authority shall be the Police Department.
- (c) Application forms. Applications for the permit required hereunder shall be filed with the Police Department. All applications for permits shall be made on a form prescribed by the Police Department and shall contain such information as is necessary to evaluate and act upon the permit application, to include the following:
 - (1) The name, address, and telephone number of the owner of the protected premises;
 - (2) The type of premises and any business name by which the premises is known;
 - (3) The address of the protected premises, including if it is a residential, commercial, or industrial complex and any name by which the complex is commonly known; and
 - (4) The name, address, and telephone number of the person or persons who can be called during any hour of the day or night to respond to open or secure the premises; or to operate, render repair to, or service the alarm system.
- (d) Investigation; issuance or denial of permits. If the alarm system complies with the standards, regulations and requirements set forth in section 7A.3, a permit for the operation of the system shall be issued. The permit shall be denied by the Police Chief if the alarm system does not comply with the standards, regulations, and requirements prescribed by section 7A.3. The applicant shall be advised in writing the standard, regulation, or requirement with which the applicant's alarm system does not comply. The applicant may reapply after the deficiencies have been corrected. The permit shall be issued to the person owning, using, or possessing the alarm system.

Sec. 7A.6. - Duration of permit.

- (a) A fee of twenty-five dollars shall be charged for an alarm permit. The alarm permit fee shall be paid in full at the Police Department at the time of submittal of the alarm permit application. Each permit shall be valid for a period not to exceed three years, until suspended, or until there is a significant change in the alarm system or a change in the owner of the protected premises.

Sec. 7A.7. - False alarm fees.

- (a) The Police Chief or designee shall have the authority to determine if an alarm generated by a user's alarm system is a false alarm.
- (b) Written notice of any false alarm fee due and payable will be mailed, via United States Postal Service, on a quarterly basis.
- (c) If the Police Chief or designee determines that the alarm was the third false alarm during the calendar year, he shall give the user written notice of the false alarm and of any false alarm fee due and payable as a result thereof. The user may appeal the question of whether or not an alarm generated by his alarm system was a false alarm as provided in section 7A.3. While the question is being appealed any fee due and payable is stayed pending the outcome of the appeal.
- (d) The City Manager, or her designee, may waive the false alarm fee upon the showing of proof of installation of a replacement alarm system or repair to the existing system.

Sec. 7A.7.1 - Instruction as to operation of alarm systems.

- (a) It shall be the responsibility of the alarm business and no such person shall fail, refuse, or neglect, to instruct the alarm user in the use and operation of such device or alarm, whether silent or audible, including specifically all necessary instruction in turning off said alarm, and that intentionally activating an alarm in the absence of an emergency is a criminal offense under Section 148.3 of the California Penal Code.

Sec. 7A.8. - Suspension of permit.

- (a) Grounds. The following shall constitute grounds for the suspension of an alarm permit:
 - (1) The failure to comply with the standards, regulations, or requirements prescribed by section 7A.3; or
 - (2) Where the applicant or user, their employee or agent has knowingly made any false, misleading, or fraudulent statement of a material fact in the application for a permit, or in any report or record required to be filed with any city agency; or
 - (3) Failure to pay a false alarm fee within ten days of demand.

- (b) Authority. Any permit issued hereunder may be suspended by the Police Chief for a period not to exceed thirty days for any of the grounds specified above in subsection (a) of this section.
- (c) Procedure. The Police Chief shall, in the case of such suspension, serve the user with a written order of suspension, which shall state the reasons for such suspension. The written order of suspension shall be effective immediately if personally served, or seventy-two hours after the same has been deposited in the custody of the United States Postal Service.

Immediately upon such order becoming effective, the user shall discontinue the use of any alarm system requiring a permit under this chapter.

The determination of the Police Chief with regard to matters of suspension shall be appealable in the time and manner set forth in section 7A.9.

Where an appeal is filed, the order of suspension shall be stayed pending a determination thereon by the City Manager or the City Council. The suspension shall be dissolved immediately if the decision of the City Manager or the City Council reverses the suspension.

- (d) Surrender of permit. If any permit is suspended pursuant to this chapter, the user shall surrender said permit to the Police Department.

Sec. 7A.8.1 - Reissuance of permit.

- (a) After revocation of an alarm user's permit, no new user's permit shall be issued for the premises until written proof of correction is provided to the Chief of Police and the alarm system is determined to be in an acceptable working order. Acceptance and approval of the written proof of correction shall be the responsibility of the Police Chief or designee. If a reissued permit is revoked, no new alarm user's permit may be issued for the same premises until a new or remodeled alarm system is installed which meets all standards required as outlined in Sec. 7A.3 of this regulation.

Sec. 7A.9. - Appeal procedure.

- (a) Any person may appeal a decision by the Police Chief, regarding the question of whether or not an alarm was a false alarm or the suspension of a permit, to the City Manager within ten days after the effective date of a notice of a false alarm or written order of suspension. The decision of the City Manager shall be final unless that decision is appealed to the City Council within ten days, in which event the City Council's decision will be final.

- (b) To appeal to the City Manager's decision to the City Council, the person appealing must submit the appeal in writing to the City Clerk, within ten days after the effective date of the notice of the City Manager's decision. Upon receipt of a timely appeal, the City Clerk shall place the appeal on the City Council's agenda for consideration. The City Council shall consider the written appeal presented by the appealing person, and any documents submitted by the Police Chief and/or the City Manager. The person submitting the appeal shall be permitted three minutes to address the City Council in person at the Council meeting. The City Council shall not be obligated to hear testimony from witnesses, but at the discretion of the Mayor, Council Members may make inquiries of the Chief of Police, the City Manager, the person appealing or any other person in attendance at the meeting. The City Council shall not be required to issue findings when ruling on the appeal. The rules of evidence shall not apply.

Sec. 7A.10. - Violation of chapter.

- (a) Penalties. Any person operating an alarm system without a permit shall be guilty of an infraction and upon conviction shall be punished by:
- (1) A fine not exceeding one hundred dollars for a first violation;
 - (2) A fine not exceeding two hundred dollars for a second violation within one year;
 - (3) A fine not exceeding five hundred dollars for each additional violation within one year.
- (b) The City Attorney shall have the discretion to set aside a first time conviction of failing to operate an alarm system without a permit upon the receipt of proof of compliance with Sec. 7A. 6 of this chapter. Subject to approval by the court, a person accused of violating this chapter shall have twenty business days to comply with Sec. 7A.6, or shall remain responsible for the one-hundred-dollar punishment, in addition to the alarm permit fee prescribed in Sec. 7A.6 of this chapter. The waiver of punishment solely applies to the first time conviction, and will in no way be applicable to second and subsequent penalties incurred due to non-compliance.
- (c) Enforcement. The conviction or punishment of any person for failing to secure a permit as required by this chapter shall not relieve such person from obtaining a permit for the operation of an alarm system. All remedies shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter. The amount of any false alarm fee shall be deemed a debt to the City. An action may be commenced in the name of the City in any court of competent jurisdiction for the amount of any false

alarm fee. All false alarm fees shall be deemed delinquent thirty days after they are due and payable.

SECTION 2. This ordinance shall be effective thirty (30) days after its adoption and upon the posting of the appropriate curb marking and signs.

SECTION 3. The City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in the Imperial County and circulated in the City of Brawley.

APPROVED PASSED AND ADOPTED, at a regular meeting of the Brawley City Council of the City of Brawley, held on the 5th day of February 5, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

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

Introduction & 1st Reading

I, *Alma Benavides*, City Clerk of the City of Brawley, California, DO **HEREBY CERTIFY** that the foregoing Ordinance No. 2019- introduced by the City Council of the City of Brawley, California, at a regular meeting held on the 15th day of January 2018 and that it was adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: January 15, 2019

Alma Benavides, City Clerk

2nd Reading & Adoption

I, **Alma Benavides**, City Clerk of the City of Brawley, California, DO **HEREBY CERTIFY** that the foregoing Ordinance No. 2019- was passed and adopted by the City Council of the City of Brawley, California, at a special meeting held on the 5th day of February 2019 and that it was so adopted by the following roll call vote:

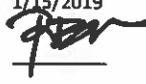
AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: February 5, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: 

PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: 2019 State of the City Address - Brawley Chamber of Commerce Request to Sell & Consume Alcohol on a City Property and Waive All Associated City Fees for Road Closure

CITY MANAGER RECOMMENDATION: Approve the request for sale and consumption of alcohol at Brawley Municipal Airport on February 8, 2019 from 5:30PM-7:30PM, provided that all State of California ABC obligations and requirements per the City's Guidelines for Use of Public Facilities are met.

DISCUSSION: The Brawley Chamber of Commerce is requesting City Council approval to provide alcohol as part of 2019 State of the City Address event and venue change.

FISCAL IMPACT: City Staffing and Event Support TBD

ATTACHMENTS: Correspondence from Katie Luna, Brawley Chamber of Commerce
City of Brawley Facilities Use Application



January 10, 2019

Ms. Rosanna Bayon Moore
City Manager
City of Brawley
383 Main Street
Brawley, CA 92227

Re: Request for permission to use Brawley Airport and permission to sell alcohol

Dear Ms. Moore:

The Brawley Chamber of Commerce respectfully requests permission to use the Brawley Airport for the upcoming 2019 State of the City address dubbed, "Brawley Take Flight 2019." The event will take place Friday, February 8, 2019 from 5:30 p.m. to 7:30 p.m. The general community is invited to attend the function where heavy appetizers will be served along side a showing of local aircraft.

We would also like to request permission to sell and serve alcohol. The Chamber will be providing proper ID check and wristband designation before any alcohol can be purchased. If approved we will begin proper licensing with ABC which may result in further necessary action.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie B. Luna".

Katie Luna
CEO
Brawley Chamber of Commerce



CITY OF BRAWLEY

LIONS MEMORIAL CENTER
225 A STREET
BRAWLEY, CALIFORNIA
92227
PHONE: 344-5675

DEPARTMENT OF PARKS
AND
RECREATION

CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) 2-8-19 ACTIVITY State of the city
NAME OF APPLICANT Brawley Chamber ADDRESS 204 S. Imperial
HOME PHONE _____ WORK PHONE 760 344 3160
ORGANIZATION Brawley Chamber NON-PROFIT # _____

Will this activity be a fund-raiser? Yes No
Admission fee, entry fee or donation? Yes No
If yes, where will the proceeds go? Brawley Chamber

FACILITY REQUESTED

- Lions Center Gymnasium
- Lions Center Conf. Room
- Lions Center Kitchen
- Lions Center Entire Facility
- Lions Center Pool
- Senior Center Main Hall
- Senior Center Meeting Room
- Senior Center Kitchen
- Senior Center Entire Facility
- Cattle Call Large Arena
- Horseshow Ring
- Cattle Call Entire Facility
- Brawley Airport
- Teen Center Recreation Room
- Teen Center Kitchen
- Del Rio Community Center Room

TIMES AND ATTENDANCE

Approx. attendance 200 Adults
8 Minors
Set-up & Starting 2/7/19 @ 10am | 2/8/19 5PM AM/PM
Guests Arrive at 2/8/19 @ 5pm AM/PM
Ending & Clean-up 7:30end - 9:30 AM/PM
Total Hours 6 hours

I WOULD LIKE TO USE THE FOLLOWING

EQUIPMENT:
20 round 8-rectangle # Tables Other _____
20 # Chairs _____
20 Trash Cans _____
possible lights

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley Use and Rental Information, the above statement, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

APPLICANT'S SIGNATURE Janice Steele
TITLE Event Coordinator DATE 1/9/19

STAFF NOTES:

CHARGES AND DEPOSITS PRIORITY _____

APPLICATION: APPROVED DENIED BY: m mello
EMPLOYEE REQUIRED

FACILITY	HRS	CHARGE	TOTAL	DATE: <u>1-11-19</u>
<input type="checkbox"/> Lions Center	@	\$ _____	\$ _____	
<input type="checkbox"/> Senior Center	@	\$ _____	\$ _____	
<input type="checkbox"/> Cattle Call	@	\$ _____	\$ _____	
<input type="checkbox"/> Parks	@	\$ _____	\$ _____	
<input type="checkbox"/> Lions Pool	@	\$ _____	\$ _____	
<input type="checkbox"/> Teen Center	@	\$ _____	\$ _____	
<input type="checkbox"/> Del Rio Community Center	@	\$ _____	\$ _____	

NEEDED: Security
 Insurance
 Council Approval

Refundable Deposit \$ _____ Paid On _____ # _____
Total Fees \$ _____

- CC Parks
 Recreation
 Senior Citizens
 Buildings

Refund Approval Yes No
Amount of Refund: _____
Entered on Calendar
Copies issued by: _____
Employee: _____

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 1/15/2019

City Manager: 

PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: 2019 State of the City Address - Professional Consulting Assistance for the 2019 State of City Address as Requested by Mayor Donnie Wharton.

CITY MANAGER RECOMMENDATION: Provide staff direction regarding preparation of a budget adjustment and consultant engagement.

DISCUSSION: At the request of Mayor Wharton, staff initiated contact with Conveyor Group to provide professional assistance with the 2019 State of the City Address. The end goal is high quality messaging and content presentation, achieved through the engagement of specialized expertise.

Staff requested Conveyor Group provide two alternatives for the City Council's consideration. The first option is to provide key support for the PowerPoint presentation, developing graphics in a thematic manner. The second option includes custom photography and video production, in addition to script development.

FISCAL IMPACT: Currently unbudgeted
Fees range from \$1,228 - \$7,370 based on the authorized scope of work

ATTACHMENTS: Conveyor Group Proposals



Project Estimate

Franklin Lee Enterprises, LLC
 2419 Imperial Business Park Drive
 Imperial, California 92251
 United States
 760-355-1500

aaron@conveyorgroup.com
 www.conveyorgroup.com

Rosanna Bayon Moore
 City of Brawley
 760.351.3048
 rbmoore@brawley-ca.gov

Project Estimate No. EST-2086-CG
 Date January 9, 2019

JOB NAME

2019 State of the City Slideshow Design

JOB DESCRIPTION

This proposal is for the development of an electronic slideshow including custom template/theme backgrounds and formatting of client provided content. Includes setup of transitions and builds as well as embedding of graphical and video content. Estimated time is for up to 20 slides.

Fees

Meetings and Correspondence @ 95.00 /hour for 0.5 hours	47.50
Project Management @ 95.00 /hour for 0.5 hours	47.50
Production Art @ 95.00 /hour for 8 hours	760.00
Revisions and Refinements @ 95.00 /hour for 3 hours	285.00
Fees Total	1,140.00

Sub Total	1,140.00
Sales Tax (7.75%)	88.35
Total (USD)	1,228.35

JOB APPROVAL

Signature _____ Date _____
 Signature required before job begins

USAGE LICENSE

Subject to the terms and conditions below, Conveyor Group, the creator of the work ("Work") referenced in this document hereby grants to City of Brawley (Client) an Exclusive license to use the Work Worldwide. This license shall be valid for An Unlimited Time and shall cover publication of the Work in the medium for which it was created. Any other use of the Work by the Client shall require a separately negotiated license, including that for derivatives or revised reprints. All documents and original artwork created in the process of developing the final intended product, including layered digital files, remain the property of Conveyor Group. Technologies, features, and custom programming used for enhancing websites are non-transferrable. A single license will be issued for implementation of proprietary encrypted software systems. Monthly fees apply for ongoing use of Content Management Systems (CMS). All rights reserved by Conveyor Group for future use and licensing. Products and codes may not be reverse engineered, decoded, distributed or shared. Websites and online systems will be developed and tested for compatibility with current versions of popular web browsers and operating systems. All additional testing and debugging for older or alternate browsers and obscure or outdated operating systems is by request only and billed separately. Use of existing Conveyor-owned domain names will be tied to the term of hosting a Conveyor Group developed site on Conveyor Group servers.

ESTIMATE TERMS

Estimate is valid for 30 days from the date of issue. Quoted production costs are subject to fluctuation over periods exceeding 60 days from the date of issue. Fees and production expenses quoted are for the original job description and layouts only, and for the usage specified. Actual amounts for fees and production are subject to a normal trade variance of up to 10% without advance notice. Herein considered a project contingency. Multiple rounds of revisions and/or changes in project scope or direction may increase final fees. Minimum of one hour billing per project. A purchase order or 30% deposit due upon booking. Cancellation will result in a 5% administrative fee (based on full proposed project cost), plus all incurred expenses. Project will be progress billed based on task completion and/or hours worked in two additional 30% increments followed by a closing invoice for all remaining fees, change orders, variances and production costs. All rights not specifically granted in writing, including copyright and access to digital files, remain the exclusive property of Conveyor Group. Invoices are payable upon receipt. A late charge of 1.5% per month will apply after 30 days. Projects may be canceled without refund after 180 days of contiguous inactivity by client. As an alternative, change orders for additional work may be proposed to assist with project completion. License usage rights are transferred upon full payment of invoice. Failure to make payments voids any license granted and constitutes copyright infringement. Conveyor Group bills on an hourly basis, not on performance or satisfaction. Therefore, all work is billable regardless of project status. Rush fees and additional shipping and handling charges may apply to produced materials based on expedited delivery. External production, purchases, or media management requiring planning, facilitation, coordination, proofing, or credit extension shall entail a 15% fee - which has been included in this estimate where applicable. All media and vendor discounts are passed directly to the client when available. Conveyor Group does not engage in kickbacks or hidden commissions. Web and database hosting on Conveyor Group systems is subject to acceptable use policy and other ongoing terms. Domain name registration and renewal by Conveyor Group on behalf of its clients (stewardship) is subject to a release of liability agreement. Websites and online systems will be developed and tested for compatibility with current versions of popular web browsers and operating systems. All additional testing and debugging for older or alternate browsers and obscure or outdated operating systems is by request only and billed separately. Advanced ADA compliance or other special requirements are available at an additional charge. Website maintenance packages require hosting with Conveyor Group. Hosting, CMS, domain and maintenance fees are billed annually. Visit: www.conveyorgroup.com/terms for more details. Standard forms of payment include official organization check, cashiers check, cash or money order. Major credit cards are accepted with a 30¢ cost per transaction plus an additional 2.75% processing fee applied for swipes, 2.9% for online payments and 3.5% for keyed payments. Such transactions are non-refundable and non-disputable per this agreement. Please fax signed proposals or relevant purchase order information to 760-355-8855. Payment accepted in lieu of signature.



Project Estimate

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 www.conveyorgroup.com

Rosanna Bayon Moore
 City of Brawley
 760.351.3048
 rbmoore@brawley-ca.gov

Project Estimate No. EST-2087-CG
Date January 9, 2019

JOB NAME

2019 State of the City Presentation Content Development

JOB DESCRIPTION

This proposal is for the optional development of premium content for the 2019 State of the City Slideshow Presentation. Includes the following three components:

1. Custom video production of two short sequences (total of up to 3 minutes combined) including multiple location footage capture, live audio capture or studio voiceover recording, drone flyovers, motion graphics and all necessary post production/editing and encoding.
2. Custom still photography of client specified locations around the city including touch ups and aesthetic enhancements.
3. Custom script development for speech and video(s) - aviation themed. Talking points and highlights provided by client.

Fees

Meetings and Correspondence @ 95.00 /hour for 1 hour	95.00
Project Management @ 95.00 /hour for 3 hours	285.00
Video Production @ 95.00 /hour for 44 hours	4,180.00
Photography Services @ 95.00 /hour for 8 hours	760.00
Copywriting Services @ 95.00 /hour for 16 hours	1,520.00
Fees Total	6,840.00

Sub Total	6,840.00
Sales Tax (7.75%)	530.10
Total (USD)	7,370.10

JOB APPROVAL

Signature _____ Date _____

Signature required before job begins

USAGE LICENSE

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**MAYORAL APPOINTMENTS TO
BOARDS, COMMISSIONS & COMMITTEES WITH COUNCIL REPRESENTATION**

January 03, 2018

DELEGATE ALTERNATE

	Kastner-Jauregui	Hamby
	Couchman	Kastner-Jauregui
	Kastner-Jauregui	Wharton
	Hamby	Nava
	Nava	Wharton
	Nava	Wharton

Brawley Chamber of Commerce Board of Directors
 Meets every 4th Monday of the month @ 12:00 PM Chamber of Commerce Board Room
 Contact Person: Katie Luna/Contact No.: 760-344-3160

Imperial County Air Pollution District Board of Directors
 Only as needed (Hearing Requested) 150 So. 9th Street, El Centro
 Contact: Monica Soucier/Contact No.: 442-265-1860
 Secondary Contact Method: msoucier@co.imperial.ca.us

Imperial County Emergency Food & Shelter Program (EFSP)
 Meetings as notified and held @ United Way, El Centro
 Contact No.: 760-355-4900

Imperial County Film Commission
 Quarterly Meetings (Meetings as notified and held) El Centro Chamber of Commerce, 1095 So. 4th St., El Centro
 Contact Person: Charla Teeters/Contact No.: 760-337-4155

Imperial County Transportation Commission (ICTC)
 4th Wednesday of the month, 6:00 PM Board of Supervisors Chambers, 940 Main Street, #211, El Centro
 Contact No.: 760-592-4494

Imperial County Local Transportation Authority (LTA)
 As needed following ICTC Meeting, Board of Supervisors Chambers, 940 W. Main Street, #211, El Centro

Imperial County Service Authority for Freeway Emergencies (SAFE)
 As needed following ICTC Meeting, Board of Supervisors Chambers, 940 W. Main Street, #211, El Centro
 Contact Person: Codie Rowini/Contact No.: 442-265-1736

Wharton

Nava

League of California Cities

Kastner-Jauregui

Wharton

Annual Conference @ Long Beach Convention Center
 October 16-18, 2019
 Mailing address: 1400 K Street, Sacramento, CA 95814

North County Coalition of the Arts (NOCCA)

Kastner-Jauregui

Couchman

Quarterly last Tuesday of the month @ 6pm CVB Community Room
 Contact Person: Jay Kruger/Contact No.: 760-791-5121

Imperial County Community & Economic Development

Nava

Couchman

As needed, 940 West Main Street, #203 El Centro, CA
 Contact Person: Esperanza Colio Warren, Deputy County Executive Officer
 Community & Economic Development Manager 442-265-1100

Abandoned Vehicle Abatement Joint Powers Authority (AVAJPA)

Escalante

Gaste

Meetings held quarterly or as needed: Imperial County Planning Department,
 801 West Main Street, El Centro
 Contact Person: Rosa Soto/Contact No.: 442-265-1773

California Joint Powers Insurance Authority (CJPIA)

Wharton

Nava

3rd Wednesday of the month, 5:30 PM (with noted exceptions)
 8081 Moody Street, La Palma, CA
 Contact No.: 800-229-2343

Southern California Assn. of Governments (SCAG) General Assembly

Wharton

Nava

Delegate

Annual Meeting in May of each year
 Contact Person: David Salgado, Regional Affairs Officer, 760-353-7800
 Imperial County Office: 1405 N. Imperial Avenue, Suite 1, El Centro, CA 92243

Association of California Cities Allied with Prisons (ACCAP)

Kastner-Jauregui

Nava

2nd Annual Meetings TBD



RECORD OF BUILDING PERMITS November 2018

Prepared by: Oscar Escalante, Interim Building Official

1/3/2019

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
11/01/18	27885	Mechanical	046-291-005	343 West Trail Street	Ken Syr	Desert Air Conditioning	N/A
11/01/18	27886	Mechanical	049-212-024	689 South 11th Street	David Gonzalez	Desert Air Conditioning	N/A
11/05/18	27887	Right of Way	046-192-012	395 West Main Street	SC Retail LLC	Owner	N/A
11/05/18	27888	Electrical	048-175-004	449 West Allen Street	Joseph D. Kinder	Stills Electric	N/A
11/06/18	27889	Solar Panel	049-161-004	1028 "J" Street	Maria Reyes	Highlands Energy	N/A
11/06/18	27890	Patio	047-073-052-000	1304 Rubio Street	Victor Padilla	Owner	\$8,970.00
11/07/18	27891	Right of Way	048-161-025	454 South 3rd Street	City of Brawley	So Cal Gas	N/A
11/07/18	27892	Right of Way	048-051-050	120 West Main Street	City of Brawley	So Cal Gas	N/A
11/07/18	27893	Right of Way	N/A	Ridge Park & Crestview Drive	City of Brawley	So Cal Gas	N/A
11/07/18	27894	Mechanical	049-052-032	1085 "H" Street	Rito Chacon	Desert Air Conditioning	N/A
11/07/18	27895	Mechanical	049-161-010	1096 "J" Street	Raul Santiago	Desert Air Conditioning	N/A
11/07/18	27896	Mechanical	046-233-006	240 West "B" Street	Tonia Collins	Desert Air Conditioning	N/A
11/07/18	27897	Mechanical	049-121-015	1390 "H" Street	George & Barbara Bell	Desert Air Conditioning	N/A
11/07/18	27898	Mechanical	047-084-016	1308 Trail Street	Joe Padilla	Desert Air Conditioning	N/A
11/07/18	27899	Patio	048-391-007	1311 La Valencia Drive	Eduardo Parilla	Owner	\$12,000.00
11/08/18	27900	Patio	048-415-027	195 Appaloosa Street	Joey Carpio	Owner	\$10,000.00
11/09/18	27901	Reroof	049-150-021	525 South Cesar Chavez	Richard Juarez	Brothers Roofing	\$10,000.00
11/13/18	27902	Patio	046-172-017	177 West "D" Street	Beatriz Mendez	Owner	\$5,000.00
11/13/18	27903	Electrical	048-320-009	4231 Highway 86, #5	Sali Properties LLC	Owner	N/A
11/13/18	27904	Plumbing	049-114-021	1101 "J" Street	Victor Sandoval	Highlands Energy	N/A
11/13/18	27905	Plumbing	047-471-018	693 Roberto Noriega Street	Jose Sanchez	Highlands Energy	N/A
11/13/18	27906	Plumbing	047-240-059	1538 "A" Street	Genevieve Castro	Highlands Energy	N/A
11/13/18	27907	Plumbing	049-211-023	677 South Adams Avenue	Jaime Fernandez	Highlands Energy	N/A
11/13/18	27908	Plumbing	047-030-018-000	1684 "I" Street	Raymond Ferrell	Highlands Energy	N/A
11/13/18	27909	Plumbing	047-430-002	696 North Eastern Avenue	Jesus Balderrama	Highlands Energy	N/A
11/14/18	27910	Reroof	049-211-020	645 South Adams Street	Juan Villon	Owner	\$8,500.00
11/14/18	27911	House Remodel	048-184-008-000	215 West Allen Street	Raymond & Maria Navarro	Owner	\$3,500.00
11/16/18	27912	Plumbing	049-122-014-000	417 South 14th Street	Jose Carrillo	Campesinos Unidos, Inc.	N/A
11/16/18	27913	Plumbing	048-201-004	610 South Brawley Avenue	BPRS Paradise LLC	Owner	N/A
11/19/18	27914	Electrical	048-222-004	360 "K" Street	Fun N Sun LLC	Macias Electric	N/A
11/20/18	27915	Storage Shed/Elect.	048-171-001	607 Russell Road	Kent & Karen Constable	Owner	\$6,279.00
11/28/18	27916	Electrical	049-121-032	1250 "H" Street	Martina Arviza	Owner	N/A
11/29/18	27917	Plumbing	046-337-017	1043 Walnut Street	Mario Ramirez	Ecowater Systems of So California	N/A



RECORD OF BUILDING PERMITS November 2018

Prepared by: Oscar Escalante, Interim Building Official

1/3/2019

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
11/29/18	27918	Garage Conversion	047-222-030	1149 "B" Street	Luis Millan	Owner	\$5,000.00
11/29/18	27919	Electrical	048-162-023	543 South 3rd Street	Kairos Properties LLC	Owner	N/A
11/30/18	27920	Plumbing	046-212-021	202 "E" Street	Bob Trimm	Original Sid Blackman Plumbing	N/A
11/30/18	27921	Plumbing	047-461-010	621 Socorro Juarez	Cesar Canez	Highlands Energy	N/A
11/30/18	27922	Plumbing	047-471-010	613 Roberto Noriega Street	Jose Cortez	Highlands Energy	N/A
11/30/18	27923	Plumbing	047-471-005-000	654 Roberto Noriega Street	Ignacio Favela	Highlands Energy	N/A
11/30/18	27924	Plumbing	047-371-024	1288 "D" Street	Miguel Garcia	Highlands Energy	N/A
11/30/18	27925	Plumbing	047-361-023	220 North Cesar Chavez	Jose Deanda	Highlands Energy	N/A
11/30/18	27926	Plumbing	049-052-010	1116 "G" Street	Catalina Silvas	Highlands Energy	N/A
11/30/18	27927	Plumbing	049-112-011	1097 "J" Street	Julian Jimenez	Highlands Energy	N/A
11/30/18	27928	Plumbing	047-371-008	1230 "D" Street	Isabel Jimenez	Highlands Energy	N/A
11/30/18	27929	Plumbing	047-452-015	676 South 17th Street	Enrique Ortiz	Highlands Energy	N/A
11/30/18	27930	Plumbing	049-122-021	1369 "J" Street	Carlos Garcia	Highlands Energy	N/A
11/30/18	27931	Plumbing	047-453-010	681 South 17th Street	Willie Alba	Highlands Energy	N/A



RECORD OF BUILDING PERMITS December 2018

1/4/2019

Prepared by: Oscar Escalante, Interim Building Official

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
12/03/18	27932	Inspection Fee Only	048-273-010	721 South Imperial Avenue	Julian Escalera	Owner	N/A
12/03/18	27933	Signs	048-051-005	120 West Main Street	Taco Bell/Zee Properties LLC	Fluresco Services	\$11,050.00
12/03/18	27934	Mechanical	049-211-023	677 South Adams	Jaime Fernandez	Dugan Climate Control	N/A
12/04/18	27935	Mechanical	046-151-020	421 West "C" Street	Maria Valdez	Barcelo Air Conditioning	N/A
12/05/18	27936	Mechanical	047-341-007	545 "E" Street	Fammina Mohamed	Air Condoning Guys	N/A
12/05/18	27937	New Apartments	048-275-057	180 Malan Street	Brawley Pacific Asso.	Idaho Pacific West Builders	\$2,088,100.00
12/05/18	27938	Electrical	046-294-016	237 West River Drive	Daniel Heredia	Stills Electric	N/A
12/06/18	27939	Remodel Bathrooms	047-342-015-000	515 Main Street	Breakout Fitness	Owner	\$2,500.00
12/06/18	27940	Inspection Fee Only	047-301-12	388 North Palm Avenue	VBI Properties LLC	Owner	N/A
12/06/18	27941	Asbestos Abatement	046-302-010	209 West Jones Street	Elizabeth Armstrong	Alliance Environmental Group, Inc.	\$2,495.00
12/07/18	27942	Electrical	048-093-014	369 South Second Street	David J. Torres	SBB Electric	N/A
12/10/18	27943	Right of Way	N/A	Various Locations	City of Brawley	So Cal Gas	N/A
12/10/18	27944	Electrical	046-161-003	371 Driftwood Place	Sammy Ray	Stills Electric	N/A
12/11/18	27945	Plumbing	048-334-013	848 Jennifer Street	Mario Barboza	Ecowater of San Diego	N/A
12/11/18	27946	Electrical	048-071-008	449 Russell Road	Walter Sutton Estate	George Mitchell Construction	N/A
12/11/18	27947	Fire Restoration	047-240-061	1556 "A" Street	Angel Mejia	George Mitchell Construction	\$65,000.00
12/11/18	27948	Demo House	047-240-068	1542 "A" Street	R. Garcia Construction, Inc.	R. Garcia Construction, Inc.	N/A
12/12/18	27979	Remodel House	049-102-026	957 "J" Street	Claudio Delgadillo	Owner	\$18,000.00
12/13/18	27950	Right of Way	N/A	Ben Hulse/Main/Best Avenue	City of Brawley	So Cal Gas	N/A
12/13/18	27951	Right of Way	N/A	Malan/Old Hwy 111	City of Brawley	So Cal Gas	N/A
12/13/19	27952	Right of Way	N/A	River Drive/Best Avenue	City of Brawley	So Cal Gas	N/A
12/13/18	27953	Mechanical	048-340-029	892 Chaparral Court	Derrick Saikhan	Desert Air Conditioning	N/A
12/13/18	27954	Mechanical	048-112-006	338 "H" Street	Maria Luisa Castaneda	Desert Air Conditioning	N/A
12/13/18	27955	Mechanical	049-172-005	1322 "H" Street	Jessica Garcia	Desert Air Conditioning	N/A
12/14/18	27956	Solar Panel	047-121-015	486 Magnolia Street	Ralph Salazar	Highlands Energy	N/A
12/14/18	27957	Solar Panel	049-192-023	631 Stanley Place	Otilia Nunez	Highlands Energy	N/A
12/14/18	27958	Solar Panel	047-461-009	612 Socorro Juarez Street	Marco Fernandez	Highlands Energy	N/A
12/14/18	27959	Right of Way	048-162-023	543 South 3rd Street	Kairos Properties LLC	Owner	N/A
12/17/18	27960	Electrical	046-234-002	382 West "B" Street	Esmeralda Sharp	AA Electric	N/A
12/18/18	27961	House Remodel	048-073-019	510 West "H" Street	Elvira Gutierrez	Owner	\$2,000.00
12/18/18	27962	Demo House	049-052-033	1081 "H" Street	Robert Pope & Susan Flores	R. Garcia Construction, Inc.	N/A
12/19/18	27963	Plumbing	048-403-007	944 South 2nd Street	Oscar Lizarraga	Owner	N/A
12/20/18	27964	Electrical	048-250-081	144 West Malan St., #H&#F	Christopher & Caroline Fratassio	Tom Watson, Inc.	N/A



RECORD OF BUILDING PERMITS December 2018

1/4/2019

Prepared by: Oscar Escalante, Interim Building Official

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
12/21/18	27965	Reroof	048-111-019	239 South Imperial Avenue	Linda Valadez	Owner	\$600.00
12/21/18	27966	New Hall	049-112-017	1035 "J" Street	New Bethel Baptist Church	WA Green's Construction	\$45,000.00
12/21/18	27967	Remodel Bathroom	047-331-025	490 "D" Street	Ana Maria Palomino	Owner	\$15,000.00
12/26/18	27968	Plumbing	049-121-008	1304 "H" Street	Ignacio Vega	Owner	N/A
12/26/18	27969	Remodel House	046-133-003	164 West "A" Street	Porter Construction, Inc.	Owner	\$25,000.00
12/27/18	27970	Mechanical	048-122-019	590 Russell Road	Barbara Cox	Desert Air Conditioning	N/A
12/27/18	27971	New Professional Office	048-250-107-000	340 Panno Street	I.V. Respite	Duggins Construction	\$3,600,000.00
12/27/18	27972	Slab	048-403-007	944 South 2nd Street	Oscar Lizarraga	Owner	\$5,500.00
12/28/18	27973	Shade	048-430-004	250 Wildcat Drive	Walmart Stores	Powerhouse Retail Services, Inc.	\$253,000.00
12/28/18	27974	Store Remodel	048-430-004	250 Wildcat Drive	Walmart Stores	Powerhouse Retail Services, Inc.	\$233,000.00

BRAWLEY AIRPORT ADVISORY COMMISSION

January – August, 2018

Member Name	01/17/18	02/21/18	03/21/18	04/18/18	05/16/18	06/20/18	07/18/018	08/15/18
	No Quorum	No Quorum				No Quorum		
Tim Kelley	A	P	A	A	P	A	A	A
Peter Osterkamp	P	A	P	P	P	P	P	P
Tony Friley	A	A	P	P	P	A	A	P
Tom Rutherford	A	P	P	P	P	A	P	P
Brian Floyd	A	A	A	A	A	A	P	A

A: Absent
P: Present

CITY OF BRAWLEY
January 17, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

The meeting was cancelled due to lack of quorum.

PRESENT: Osterkamp
ABSENT: Friley, Rutherford, Kelley, Floyd

1. APPROVAL OF AGENDA
2. PUBLIC APPEARANCES/COMMENTS
3. APPROVAL OF MINUTES
4. ADJOURNMENT @ 4:15 PM

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
February 21, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

The meeting was cancelled due to lack of quorum.

PRESENT: Kelley, Rutherford
ABSENT: Friley, Osterkamp, Floyd

- 1. APPROVAL OF AGENDA**
- 2. PUBLIC APPEARANCES/COMMENTS**
- 3. APPROVAL OF MINUTES**
- 4. ADJOURNMENT @ 4:15 PM**

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
March 21, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Co-Chairman Osterkamp called meeting to order @ 4:07 pm

PRESENT: Rutherford, Friley, Osterkamp
ABSENT: Kelley, Floyd

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Friley/Rutherford 3-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes of October 18, 2017 and December 20, 2017 were **approved** as submitted. m/s/c Rutherford/Friley 3-2

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- 3,011.6 Gallons of 100-LL February, 2018.
- 3,681 Gallons of Jet A February, 2018.
- 150 Landings, 153 Departures February, 2018
- Mr. Mills stated the mechanic has left as of March, 2018, and Imperial Flying Service will be vacating the Brawley Municipal Airport in June, 2018.
- Hangar Occupancy – 4 vacant hangars - \$180 (1), and \$120 (3) hangars as of March 21, 2018. Hangar #29 will be vacating in April.

Staff Report:

- September Expenditure and Revenue Report provided, with a Cash In Balance reports.
 - \$25,416.96 – Expenditures
 - \$62,094.36 – Revenues
 - Cash In Balance – \$314,206.66
- FAA Airfield Lighting Project
 - Project is progressing, currently the runway has been closed, but will be re-opened by March 27, 2018.
 - Contractor is about 1 week ahead of schedule, end of work planned for April 17, 2018.
- Status Updates
 - 72AC parcel East of Runway – No Updates
 - Executive Hangar Funding Source- No Updates

5. NEW BUSINESS

- Strategic Planning – Future Projects for the Brawley Municipal Airport – Not Discussed, Commissioner Kelley was not present.
- FBO Contract –
 - What has worked, and what has not worked for the FBO contract, Mr. Mills to provide feedback, and stated it's been a difficult situation at Brawley Airport.
 - Some Items that come to mind are the following:
 - Cost of Insurance
 - Mechanic
 - Jet "A"
 - Fuel Flowage Fee of \$.06 per gallon
 - Sub contract of fuel concessions
 - City subsidy to staff the office
 - Commissioner Friley questioned the requirement of having a mechanic on staff, stating it's tough to complete with other mechanics performing maintenance on the airport that do not have to have insurance policies and overhead to operate.
 - Mr. Mills stated there is enough aircraft at the Brawley Airport to keep a mechanic busy, but hangar tenants would rather have their aircraft maintenance performed off of the Brawley airport, and fuel sales alone would not be enough to keep the FBO open.
 - Mr. Mills also stated that the Brawley Airport a great airport, but we can't keep a mechanic busy with other aircraft mechanics working on other aircraft do not have to provide insurance and overhead, the insurance costs are too expensive for the requirements of the contract, and the other those are some of the little things that might scare away any other future FBO proposals. Requirements for the FBO to have vehicle insurance is not a good thing.
 - Co-Chairman Osterkamp stated that he doesn't bring his or his Dad's aircraft to the Brawley FBO, but instead takes it to Ramona for work to be performed, since they need to have a mechanic they can trust to work on their aircraft. He also asked "who are the airports prime users?"
 - City Manager Bayon Moore will have an audit performed for the last 3 years at the Brawley Municipal Airport, and have a draft of the new FBO contract with input from Co-Chairman Osterkamp, and Commissioner Friley on the new FBO Contract.

6. ADJOURNMENT @ 5:16 PM

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
April 18, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Co-Chairman Osterkamp called meeting to order @ 4:10 pm

PRESENT: Rutherford, Friley, Osterkamp
ABSENT: Kelley, Floyd

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Friley/Rutherford 3-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes of March 21, 2018 were approved as submitted. m/s/c Rutherford/Friley 3-2

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- o 692 Gallons of 100-LL, March, 2018.
- o 3085 Gallons of Jet A March, 2018.
- o 20 Landings, 23 Departures February, 2018
- o Mr. Mills stated that Imperial Flying Service still will be vacating the Brawley Municipal Airport in June 30, 2018.
- Hangar Occupancy – 6 vacant hangars - \$180 (3), and \$120 (3) hangars as of April 13, 2018.

Staff Report:

- September Expenditure and Revenue Report provided, with a Cash In Balance reports.
 - o \$33,046.02 – Expenditures
 - o \$88,676.03 – Revenues
 - o Cash In Balance – \$156,088.82
- FAA Airfield Lighting Project
 - o Project is progressing, Contractor will be working past the original contract end date since the light fixtures will be in the third week of May.
- Status Updates
 - o 72AC parcel East of Runway – No Updates
 - o Executive Hangar Funding Source- No Updates

5. NEW BUSINESS

- Strategic Planning – Future Projects for the Brawley Municipal Airport – Commissioners would like to see the runway extension, Commissioner Kelley was not present.
- FBO Contract –
 - o Imperial Flying Service will continue keeping the fuel support for the Airport until the future FBO takes over.
 - o Staff viewed other local airports FBO contracts
 - Imperial Airport has an old contract with Imperial Flying Service.

- Calexico International Airport doesn't have an FBO contract since the City operates the Airport.
- County of Riverside provided some different types of FBO standards, Commission members will review the County of Riverside FBO Standards and assemble an agreement that will work for the Brawley Municipal Airport
 - Aircraft Maintenance
 - Aircraft Storage
 - Agricultural Operations
- Questions asked by Commission Members:
 - Would the Airport Benefit from it being staffed by City?
 - **Commissioner Rutherford** asked do we need to have an FBO? Answer was No.
- What direction does the commission want to take? Some of the interested parties are:
 - Cruise Air – Ramona
 - Reach Air Ambulance – Imperial Valley
 - Custom Ag – Imperial Valley
- The airport should have some sort of maintenance, to be able to repair an transient aircraft.
- Minimum Standards:
 - No Agricultural Operations from the FBO.
 - Aircraft Maintenance with Aircraft Storage blended from the County of Riverside.
 - Aircraft fueling of 100LL, No Jet A since the demand isn't very high.
 - Be open 5 days a week for 8 hours a day.
 - City Insurance standards.
- **Commissioners Osterkamp and Friley** to throw the RFP back and forth between the City and them. They will have a draft version ready by the next commission meeting.
- **Co-Chairman Osterkamp** stated that he doesn't bring his or his Dad's aircraft to the Brawley FBO, but instead takes it to Ramona for work to be performed, since they need to have a mechanic they can trust to work on their aircraft. He also asked "who are the airports prime users?"
- **City Manager Bayon Moore** will have an audit performed for the last 3 years at the Brawley Municipal Airport, and have a draft of the new FBO contract with input from Co-Chairman Osterkamp, and Commissioner Friley on the new FBO Contract.
- **Peter Bonello** recommended the following:
 - To identify the needs.
 - Assign a point value to the RFP rankings.
 - Look at priorities.
 - Ranking to be up front for the RFP.
 - Advertisements through the trade publications.

6. ADJOURNMENT @ 5:09 PM

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
May 16, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Kelley called meeting to order @ 4:05 pm

PRESENT: Kelley, Rutherford, Friley, Osterkamp
ABSENT: Floyd

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Osterkamp/Friley 4-1

2. PUBLIC APPEARANCES/COMMENTS:

- Andrew Colace and Amador Fernandez Jr., brought up points of interest about the Brawley Municipal Airport, and they are interested in the Fixed Base Operator (FBO) proposal.
 - Improvements can be made to the FBO restroom facilities, and were filthy.
 - Would encourage larger design class size aircraft into Brawley Municipal Airport. (Brandt, Colace)
 - Construct hangars
 - Has talked to the property owner to the East of the Airport and would be interested in donate the property if the land can be zoned as Industrial
 - Possible non-profit flight school, with City participation.
 - Make changes to help the FBO
 - Working on the RFP
 - Commissioner Kelley suggested a committee be established to see what services at the Brawley Municipal Airport are needed.
 - Solar and Agriculture benefits

3. APPROVAL OF MINUTES

The minutes of April 18, 2018 were approved as submitted. m/s/c Friley/Osterkamp 4-1

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- 1,566 Gallons of 100-LL, April, 2018.
- 3,093 Gallons of Jet A April, 2018.
- 105 Landings, 107 Departures April, 2018
- Will still be vacating on June 30th, 2018
- Hangar Occupancy – 8 vacant hangars - \$180 (3), and \$120 (5) hangars as of May 11, 2018.

Staff Report:

- May Expenditure and Revenue Report provided, with a Cash In Balance reports.
 - \$37,272.36 – Expenditures
 - \$99,454.38 – Revenues
 - Cash In Balance – No report this month.
 - Commissioner Osterkamp asked the following:
 - Is Fire Station #2 and the Water Tank are paying Fair Market Value for the land they are occupying?

- In the budget report what is Utility Allocation for?
- Is there a Contract already in place to rent the executive hangars?
- Lengthening the runway and taxiway will require the following:
 - Perform an environmental for the future extension property.
 - Rezone for property adjacent to the airfield to Industrial.
 - Underground of Shellenburger Drainage Ditch to the East side of the Airport, and rerouting of N. Best Avenue, undergrounding of electrical.
- **Commissioner Osterkamp** presented paperwork with a mission statement, basic services at the Brawley Municipal Airport, Airport Improvements, City Accountability, and Airport property rental for City facilities.
 - Our Mission: "Visitors and Airport Hangar Users see that Brawley is a viable city and feel welcomed.
 - Basic Services: to utilize 50% of the hangar rentals
 - Staffed 8 hours a day, Non mechanic with basic line service.
 - Clean Outdoor Restroom.
 - Update Airport Office – Done by FBO without Prevailing Wage, If not by Donation.
 - Update Airport Restrooms – Done by FBO without Prevailing Wage, If not by Donation.
 - Mechanic on Call.
 - Full Service Fuel Service – Fuel Truck on Call for AvGas (100LL)
 - Airport Improvements:
 - City to provide to Commissioner Osterkamp (grant amount, copy of ACIP.)
 - Airport Users would like to get a SuperAWOS installed.
 - Runway rehabilitation – Use a different consultant and can provide a letter of support from airport users.
 - City Accountability: Commissioner Osterkamp requests what these costs are used for:
 - Admin Costs - \$7,500
 - Utility Allocation - \$13,860
 - Engineering Allocation - \$7,669
 - Airport Property Rent for the Water Tank and Fire Station #2.
- FAA Airfield Lighting Project
 - Project was completed on May 15, 2018.
- Status Updates
 - Executive Hangar Funding Source- Commissioner Kelley stated they are always looking for funding.
- FBO Contract:
 - Moved to after public participation – m/s/s Osterkamp/Friley/4-0
 - Back in the day, Mr. Mills stated that the hangars were funded by the Airport Users, and after 20 years they reverted to the City.
 - Mr. Mills also stated that the ground lease at Brown Field are priced per square foot.
 - Commissioners Kelley and Osterkamp to discuss with City Manager Bayon Moore.

5. NEW BUSINESS

- Strategic Planning – Future Projects for the Brawley Municipal Airport – Not Discussed.

6. ADJOURNMENT @ 6:05 PM

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
June 20, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

The meeting was cancelled due to lack of quorum.

PRESENT: Osterkamp
ABSENT: Friley, Rutherford Kelley, Floyd

- 1. APPROVAL OF AGENDA**
- 2. PUBLIC APPEARANCES/COMMENTS**
- 3. APPROVAL OF MINUTES**
- 4. ADJOURNMENT @ 4:15 PM**

Alan Chan, Engineering Technician II

CITY OF BRAWLEY
July 18, 2018

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180 S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Co-Chairman Osterkamp called meeting to order @ 4:05 pm

PRESENT: Rutherford, Osterkamp, Floyd
ABSENT: Kelley, Friley

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Rutherford/Floyd 3-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes of May 16, 2018 were approved as submitted. m/s/c Rutherford/Floyd 3-2

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- o 1,693 Gallons of 100-LL, June, 2018.
- o 2,109 Gallons of Jet A June, 2018.
- o 108 Landings, 111 Departures June, 2018
- o Imperial Flying Service rescinded their notice of departure, they will continue with the current contract, the 100LL truck is back, but office is not staffed full time.
- o Hangar Occupancy – 9 vacant hangars - \$180 (3), and \$120 (6) hangars as of June 11, 2018.

5. STAFF REPORT

- July Expenditure and Revenue Report provided, with a Cash In Balance reports.
 - o \$44,102.05 – Expenditures
 - o \$120,014.35 – Revenues
 - o \$ -781,314.07 - Cash In Balance
 - How to bring back life into the Executive Hangars – Public & Private participation.

6. STATUS UPDATES: - TIM KELLEY

- Executive Hangar Funding Source – No Updates
- Strategic Planning – Funding Projects for the Brawley Municipal Airport
 - o Commissioner Osterkamp spoke to FAA personnel in Oklahoma.
 - o Commissioner Osterkamp asked the following after talking with FAA personnel:
 - The City to assess the Fire Station #2 and the Water Tank to pay the Fair Market Value for the land they are occupying.
 - Using the valuation of airport properties and hangars, so non-aviation may rent the hangar as a higher rate and for valuation the Fire Station #2 and the Water tank rent. City Staff will check with risk management to see if they can be rented for other than aircraft use.
 - How can the City publicize the Brawley Municipal Airport?
 - Commissioner Osterkamp stated that if two realtors can get comparables to establish rental rates, the last time Smith Kendal performed the comparables for

the establishment of the Farm Aviation rental rate. Councilman Wharton stated that the assessor's office may have the comparables that we are looking for.

7. NEW BUSINESS

- ADD to the next agenda: Valuation of Airport Property and Hangars.

8. ADJOURNMENT @ 5:06 PM

Alan Chan, Engineering Technician II

**BRAWLEY OVERSIGHT BOARD-SUCCESSOR
AGENCY TO THE BRAWLEY RDA
January – August, 2018**

Member Name	01/18/18	02/09/18	03/20/18	03/09/18	04/13/18	05/11/18	06/08/18
Alex Wells	A						
Jay Kruger	P						
John Lau	A						
Rosanna Bayon Moore	P						
George Nava	P						
Thomas Rutherford	A						
Lawrence Lewis	A						

A: Absent
P: Present

Note:
Elizabeth Goff January 2018 No longer Member (replaced by Alex Wells)
John Lau June 2018 No longer Member (retired from IVC)

The Brawley RDA Successor Oversight Board ended as of July 1, 2018
The Single Wide Oversight Board will be handling all Oversight Responsibilities going forward.

CITY OF BRAWLEY
January 19, 2018

The Oversight Board of the Successor Agency to the Brawley Redevelopment Agency of the City of Brawley, California met in Special Session at 3:30 p.m., City Council Chambers, 383 Main Street, Brawley, California, the date, time and place duly established for the holding said meeting. The City Clerk attests to the posting of the agenda pursuant to the G.C.54954.

1. CALL TO ORDER/ROLL CALL

Chairman Nava called meeting to order @ 3:50 pm

PRESENT: Bayon Moore, Kruger, Lewis, Nava
ABSENT: Goff, Lau, Rutherford

2. PUBLIC COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes of January 20, 2017 were **approved** as submitted. m/s/c Kruger/Lewis 4-3

4. NEW BUSINESS

- a. **Approved** Resolution No. 2018-01 OB, Approving the Establishment of the Recognized Obligation Payment Schedule for the period of July 1, 2018 through June 30, 2019 and approving certain related actions. m/s/c Lewis/Kruger 4-3

5. COMMITTEE MEMBER COMMENTS/REMARKS There was none

6. ADJOURNMENT @ 3:55 pm

Lorena Savala, Secretary

BRAWLEY PARKS & RECREATION COMMISSION

January -- August, 2018

Member Name	01/17/18	02/20/18	03/20/18	04/17/18	05/15/18	06/19/18	07/17/18	08/18/18
Julio Jauregui	-	P	P	P	P	P	P	Dark
Mary Miller	P	A	A	P	P	A	A	
Rusty Garcia	P	P	P	A	P	P	P	
Freddy Cornejo	A	A	A	A	A	P	P	
Victor Estrada	-	A	P	P	P	P	P	
Jenny Benavides	-	P	P	P	P	A	P	
Michael Walla	P	A	A	P	A	A	-	
Norma Kastner- Jauregui	P	-	-	-	-	-	-	
Luke Hamby	A	P	P	P	P	A	P	

A: Absent

P: Present

CITY OF BRAWLEY
January 17, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Miller called the meeting to order @ 12:06 pm

PRESENT: Kastner-Jauregui, Walla, Miller, Garcia
ABSENT: Cornejo, Hamby

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Walla/Kastner-Jauregui 4-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES There was none

4. REGULAR BUSINESS

- a. Commissioner Rusty Garcia was appointed Chairman for the Parks and Recreation Commission. m/s/c Miller/ Kastner-Jauregui 4-2

Commissioner Mary Miller was appointed Vice Chairman. m/s/c Garcia/Kastner-Jauregui 4-2

- b. Recreation Coordinator Linda Self reported that on December 22, 2017 they had Movie Night at the Lions Center Gymnasium there were 95 people whom attended. Everyone in attendance received popcorn and water. The community brought their own snacks as well. Santa made an appearance at the end of the movie and visited with the children. Commissioner Michael Walla asked if we could have more movie nights such as every other month. PC Self reported the only issue is when we show a movie there is a fee between \$385.00-\$500.00 from the SWANK Company. It was suggested that maybe movies could be shown four times per year to coincide with school breaks such as, one for Winter Break, Spring Break, Summer and before the school year begins. Possibly get a sponsor for the royalty cost of the movie. Commissioners will continue discussion on the next scheduled meeting.
- c. Finance Director & Interim Parks and Recreation Director Ruby Walla updated Commissioners on the discussion at City Council regarding the change of time Parks Restrooms will be open and closed unless an activity is scheduled such as softball practice, soccer practice, games, etc. Reason being the vandalism and theft that occurs at various Parks. Miguel Perez stated it will be approximately 2 weeks to implement new hours because we need to get signs that reflect hours.
- d. City Manager Bayon Moore reported that the Commission has vacancies with the departure of Mike Howell and resignation of John Hernandez. Ramon Sagredo has retired from the Imperial Valley Housing Authority therefore; we will need to contact them for a replacement. Couple of applications have been received and hopefully by the next Council Meeting City Clerk Benavides have contacted them.
- e. City Manager Bayon Moore reported that the structure of the Parks and Recreation Department again would change due to the departure of Interim Parks & Recreation Director Ruby Walla; Ms. Walla will be leaving City of Brawley in February. Parks & Recreation Department was placed under Ruby until the next fiscal year to see if a Director could be hired. At this point, it looks doubtful a director will be hired next

fiscal year as well. It will look like Parks & Recreation will be placed under the Library Director so the Commissioners will have a point of contact.

- f. City Liaison Luke Hamby has approached City Manager Bayon Moore regarding a project for Jeff Thornton Park upgrade. CM Bayon Moore said this project would be on a private fund and not use the general fund monies.

5. COMMISSIONER REPORTS

- a. Commissioner Garcia reported how disappointed he was with Councilmember Hamby on social media posts. He feels maybe as a Commission they could write a letter stating how this makes our City look bad. City Manager Bayon Moore suggested the Commission should speak to Mr. Hamby and voice their concerns. Commissioners agreed to change meeting dates to the third Tuesday of the month at 12pm.

6. ADJOURNMENT @ 1:05pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
February 20, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Garcia called the meeting to order @ 12:06pm

PRESENT: Jauregui, Benavides, Garcia, Hamby
ABSENT: Cornejo, Walla, Estrada, Miller

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Walla/Jauregui 4-4

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES There was none

4. REGULAR BUSINESS

- a. City Liaison Hamby introduced new Commissions Julio Jauregui and Jenny Benavides.
- b. Interim Parks Coordinator Miguel Perez reported the prepping of Wiest and Volunteer Fields. The Parks Crew has spread fertilizer on Volunteer East and West Fields also Beechey Field. Dune Company donated 900 pounds of fertilizer for the fields. Wiest Field was also fertilized and spread by Jim Abatti. Miguel also reported the Little League Board approved the share of cost to fix the snack bar windows, which is \$2,400.00. The Little League Board also requested new locks to be placed on the building since it is unknown how many keys are out in the public. Miguel is considering different types of locks and feels that a combination button lock or card lock would work better. He will look further into those types of locks. Mr. Hamby suggested a quick set smart key lock that could be changed after the season. Miguel said only problem with that is they can only be changed a max of four times. Rusty Garcia gave a brief history of what the high school has done at Wiest Field. Miguel added they would be putting up a Flagpole behind the scoreboard as well as fencing. The City has completed a \$3,000.00 rehab to the restroom and plans to place grass in the area that is adjacent to the Skate Park.
- c. Interim Parks Coordinator Miguel Perez updated on Parks restrooms; recommended hour changes: Mr. Perez reported the restroom hours are posted outside the restrooms as well as the website. Rotary and Pat Williams Parks are open every day 8am-5pm. Gonzales and Hinojosa Park are open 2pm-10pm every day. Meserve Park is open 2pm-5pm. If there is an event the group organizer can ask to leave the restrooms open longer by calling our Office during business hours.
- d. Interim Parks Coordinator Miguel Perez discussed Volunteer Parking Lot Phase II of the Parking Lot project will start soon and will be located on the east side of Volunteer Field. It will have a drain basin between the parking lot and the drainage.
- e. Interim Parks & Recreation Director/Library Director Marjo Mello introduced herself. She will be overseeing the department at least until the new fiscal year or longer.
- f. Recreation Coordinator Linda Self gave an update on upcoming registration for Girls Softball and Men Basketball League. The Girls' Softball registration started today and continues until March 2nd the League

is open to 2nd thru 9th grade girls and the games will be played at Meserve Fields; Men's Basketball registration will be February 26 thru March 9th. Open to the first eight teams that register and pay fees. There will need to be at least four teams to have a League.

- g. **Recreation Coordinator Linda Self** discussed potential action regarding the Annual Easter Egg Hunt Sponsors and Movie Days. The Annual Easter Egg Hunt will be held on March 31st at Pat Williams Park at 10am sharp. It was discussed at the previous meeting that the Commission would sponsor or knew of any sponsors who would provide fresh eggs. Commissioner Benavides asked if there was a sponsor letter in case they found anyone that was willing to sponsor Ms. Self said she did have a sponsor letter. A brief history of Movie Day that was shown in December along with attendance was discussed, the previous Commission wanted more movie nights to coordinate with Spring Break or the fall. The only problem is the licensing to show the movie is between \$385.00-\$500.00 per viewing. Councilmember Hamby asked if the Parks and Recreation could use NOCCA as a sponsor and use their licensing.

Interim Parks & Recreation Mello said there is always something to pay to show movies, it may be less to do it through NOCCA but the licensing may not cover public buildings. Councilmember Hamby said he would look into the details.

- h. Discussion followed for potential action regarding change of meeting date and times for the Parks & Recreation Commission: There was some discussion about meeting times and dates. There was a motion to change meeting day to the 3rd Tuesday of the months. m/s/c Benavides/Jauregui

5. COMMISSIONER REPORTS There was none

6. ADJOURNMENT @ 1:12pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
March 20, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairperson Garcia called meeting to order @ 12:07 pm

PRESENT: Garcia, Hamby, Estrada, Jauregui, Benavides, Perez, Self, Mello
ABSENT: Cornejo, Miller, Walla

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Benavides/Jauregui 5-3

2. PUBLIC APPEARANCES/COMMENTS

There was none

3. APPROVAL OF MINUTES

There was none

4. REGULAR BUSINESS

- a. Interim Parks Coordinator Perez updated on the prepping of Wiest Field and Volunteer Field damages. The installment of the 8 feet of fencing to divide stadium seating and players and sod installation with the help of Brawley High School at Wiest Field. Looped water line from 2' to 1" line instead of multiple lines. Realigned bleacher seating to make one large seating area. Pressure washed whole netting and changed six light bulbs. Five ballasts are still out with an estimated cost of \$ 5,000.00. Volunteer Park had 52 light bulbs installed that were under warranty and the issue of windows replaced at the snack bar area were estimated to cost \$2,500.00. Oh My Glass made custom windows for the cost of \$ 450.00. The three quotes for the locks at the building are as follows: Primus \$ 1,800.00, Credit Card System \$ 5,000.00 and C&D Locks from El Centro \$748.00. At times, the Little League has left the doors unlocked. Commissioner Benavides asked who are the board members Steven Green is President, Shaeley Franks is Vice-President and Aaron Tuck is Field Maintenance. Little League is looking at ways to make sure the facilities are locked. Chairman Garcia mentioned there was a lot of time and effort placed at Wiest Field. The BUHS ROP Class worked at Wiest Field on the backstop, painted, installed crusher fines and installed turf in practice area. The netting is to be installed in the future. Mr. Perez had five keys made for Little League prior to opening ceremonies. Over the weekend, they used a sod cutter on Volunteer Park and 21 sprinklers were cut into. Chairman Garcia mentioned new maintenance field people need to take a class in prepping fields.
- b. City Manager Bayon Moore discussed Volunteer Park Parking Lot and other projects 98% design is complete and available funds are short by \$87,000. The City requested the Imperial County Air Pollution Control Board to keep the project on track for May/June. City reserve expenditure may be used for the short fall if more money is not available from the ICAPCB, who are the primary funders.
- c. City Manager Bayon Moore updated on the projects at Hinojosa Park and the Senior Center. The Hinojosa Park Project was awarded to Masters Construction. Users for T-Ball were given notice that their activities would be moved to Gonzales Park. Hinojosa Park will have ADA accessibility, basketball court will be removed and replaced, the northeast corner will have fitness equipment with shaded area and the restrooms are already accessible the project is \$800,000 worth of work. The Senior Center Renovation was awarded to George Mitchell Construction and is funded by a revolving loan fund program. Scope of work entails roof replacement, ceiling and appliances.

- d. **Recreation Coordinator Self** announced that the Men's Basketball has five teams. Girls Softball have five 5th thru 9th grade teams, and three teams for 2nd thru 4th grades. Men's Basketball play on Friday is beginning April 6, 2018 and Girls Softball will play Tuesdays and Thursdays.
- e. **Meserve Park Bleachers** bleachers are not ADA compliant. Hinojosa and Gonzales Parks were replaced first. Developer Impact Fees may be used for new bleachers and playground equipment. Sets of bleachers that are safe are needed. Staff is evaluating the situation for the next fiscal year.
- f. **Change of Meeting Days and Time** have been discussed and approved to move the commission's regular meetings to the third Tuesday of the month at 12pm. m/s/c Benavides/Estrada
- g. **Beechey Field Bleachers** need to be addressed, dugouts have locks that Little League leaves unlocked and it was discussed to fill the dugouts flat with cement. The City and Little League are looking for a solution. The snack bar at Beechey Field is no longer used as a snack bar and users would need to go over to Volunteer Park to purchase items. Brawley Youth Football took over the Beechey Field snack bar area.

5. COMMISSIONER REPORTS

Commissioner Jauregui asked who has usage of fields and scheduling. It was discussed there is a schedule in which users call daily to schedule field usage for the day. Any team that has Brawley resident girls has access to the fields. Perez mentioned Jeff Thornton needs pick up after your dog signs.

6. ADJOURNMENT @ 1:20pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
April 17, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:05 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Garcia called the meeting to order @ 12:05 pm

PRESENT: Hamby, Estrada, Jauregui, Benavides, Miller, Walla, Perez, Self, Mello
ABSENT: Cornejo, Garcia

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Benavides/Walla 6-2

2. PUBLIC APPEARANCES/COMMENT There was none

3. APPROVAL OF MINUTES:

The minutes for March 20, 2018 were approved as submitted. m/s/c Benavides/Walla 6-2

4. REGULAR BUSINESS

- a. **Senior Center and Hinojosa Park Projects:** Interim Parks Coordinator Miguel Perez reported construction will begin at the Senior Center April 30, 2018. Projected time line is 60 days with no change orders and Self reported all Senior Center phone calls will be forwarded to the Teen Center where the senior nutrition program and senior activities will occur. Perez stated Hinojosa construction has started but there were some problems with the contractors hitting waterlines. Moore reported projected time line for completion is by September which is when the funds for the project needs to be spent by however it could be completed by mid-July. Walla asked if they will work on planting grass on the field and Perez responded just patching. The field will be graded and there will be one change order for the Hinojosa Project that we are aware of. The sprinkler system will be placed in a different location and sleeves are being placed for future electrical work for lighting to the horse shoe, Kiosk and exercise equipment area. Miller asked if there will be extra outlets and Moore answered the plan was drawn up by in house engineer which doesn't include electrical engineer, but perhaps in the future it can be revisited.
- b. **Volunteer Park Vandalism:** Interim Parks Coordinator Miguel Perez reported there was damage done to the west side batting cage. Someone cut the netting off and left it in the trash can as if they were going to return for it later. They left a knife at the scene. The netting belongs to Little League and they would need to repair it.
- c. **Donations:** Interim Parks Coordinator Miguel Perez reported the City of Brawley Parks & Recreation received donations of 211 pounds of Bermuda Seed from Rubin Seed and 400 pounds of Bermuda from Tip Notch Seed. Dune Company donated a ton of fertilizer. With their generous donation we will be able to seed and fertilize 4 Parks. Thank you to Commissioner Jauregui for contacting these companies that supplied us with these donations.
- d. **Dive-In Movie:** Parks Coordinator Linda Self reported the Dive-In Movie event will be Sunday July 1, 2018 and the department usually petitions the Commission Members to donate: hot dogs, hot dog buns, Capri Suns, water and chips. Any amount will be appreciated and Chairman Garcia usually provides the sound system. Last year we provided snow cones for the first 150 kids, but we might do something different this

year. At this point we don't know what movie will be shown but we need to get licensing which costs \$385.00-\$500.00.

- e. **Budget Meetings:** City Manager Bayon Moore reported the general fund workshop will be Monday April 23, 2018 at 5pm in the Council Chamber and encouraged Commissioners to attend.
- f. **Opening of Splash Pad and Pool:** Parks Coordinator Linda Self reported we will open the Lions Center Pool and Alyce Gereax Splash Pad on Memorial Day weekend, May 26, 2018. Perez said he's opening Splash Pad on Friday May 25, 2018 to make sure everything is running correctly. He stated one issue that is foreseen is with patrons not rinsing off before they enter the area. This will track grass and mud as well as sunscreen into the Splash Pad which in turn plugs up the system and causes a shut down for at least 30 minutes. As for the Pool, the heater is running on one pump and the new chemical tanks have been installed.

5. COMMISSIONER REPORTS

- a. **Commissioner Benavides** would like to bring July 4th event back to Brawley. She felt a lot of people don't want to travel and she handed out a map of what she would like to see done at Wiest Field. However, Wiest Field is not feasible for this event. Suggested to do this event at the Pool and grass area surrounding the Pool, Benavides wanted to see fireworks as well. **City Manager Bayon Moore** responded we would need to work up a budget and see if it can work. **Parks Coordinator Self** explained the Dive-In Movie is more successful and we had stopped the 4th of July event at the Park because it was poorly attended and the cost of staff was high. **Interim Parks & Recreation Director Marjo Mello** stated employees would have to give up their holiday and the City would have to pay overtime. Benavides said it could run with volunteers and the City Staff at the meeting all agreed there would still need to be City Staff present. This item will be revisited with budget costs.
- b. **Interim Parks Coordinator Miguel Perez** reported the large Pool at the Skate Park was fenced because a piece of the pool edging was missing and it's a hazard to the attendees. Also, a backstop had been removed from Alyce Gereaux and crew would put it at Jeff Thornton since there were teams practicing at that Park.
- c. **Commissioner Benavides** asked about the status of the dugouts at Beechey Field. Mr. Perez mentioned it would be costly to cement the dugouts, but he will get quotes. Moore reported bleacher replacements was in the works as well which we're considering for the next fiscal year. Impact fees could be used 100% to do this but would need approval from City Council. No further business discussed.

6. ADJOURNMENT @ 1:07pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
May 15, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Garcia called meeting to order @ 12:03 pm

PRESENT: Hamby, Estrada, Jauregui, Benavides, Miller, Garcia, Perez, Mello, Self
ABSENT: Cornejo, Walla

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Jauregui/Miller 6-2

2. PUBLIC APPEARANCES/COMMENTS

There was none

3. APPROVAL OF MINUTES:

The minutes for April 17, 2018 were approved as submitted. m/s/c Miller/Estrada 6-2

4. REGULAR BUSINESS

- a. **Update on Senior Center and Hinojosa Park Project:** Interim Parks Coordinator Miguel Perez reported sidewalks at Hinojosa Park are at 70% finished. The shade structure will be installed on Friday from Carolina. The fitness equipment is ADA accessible and it's coming from Riverside County. A change order has been made to move the sprinkler system lines and a sidewalk formed from the fitness equipment to the restrooms. The target date for completion is June 8th and that is if everything goes according to schedule. At the Senior Center the work is being done quickly with the exterior painting complete and the roof is near to completion. The electrical is getting done and there will be a change order for the stove hood as it will need to be fabricated in order to accommodate for the low ceiling in the kitchen.
- b. **Dive-In Movie:** Recreation Coordinator Linda Self reported the Dive-In movie will be on Sunday July 1, 2018. Gate will open at 7PM and the movie begins at 8pm. We will be showing The Emoji Movie. Self mentioned that in the previous year's Commission Members have donated items for the event such as hot dog buns, chips, drinks, etc.... Ms. Self asked if the Commissioners would like to donate an item as it would be appreciated and to inform her what they would like to donate. Set up time will be at 6pm and Commissioners are welcome to assist. Perez will cook the hot dogs for the event
- c. **Splash Pad and Lions Center Pool:** Recreation Coordinator Linda Self reported the Splash Pad will open Saturday, May 26, 2018 at 10am-9pm seven days a week and the Lions Center Pool opens to the public from 1pm-5pm Saturdays and Sundays only until the Elementary School District gets out of school. The Pool will open seven days a week beginning June 15, 2018 from 1pm-5pm. Perez reported elementary classes want to visit the Splash Pad for the end of school year activity. He also reported the Parks crew schedule will change due to accommodating the Splash Pad hours needed for maintenance and to alleviate the overtime. One Parks crew member's schedule will be every 4 weeks 9am-5:30pm.
- d. **Summer Programs and Registration:** Recreation Coordinator Linda Self reported the Summer Program Flyers were ready and registration will begin May 29, 2018. Men and Women Softball will begin the week of June 11, 2018

5. COMMISSIONER REPORTS

Commissioner Jauregui asked about a back-stop that is to be moved to Jeff Thornton Park and Perez stated it was in the Shop getting repairs done to it. It should be placed at the Park in the next couple of weeks on the Northwest side of the Park. Jauregui asked if the department needed more fertilizer for the Parks and mentioned Helena could donate product and manpower. Mr. Perez thanked Jauregui for all his efforts in the donation of fertilizer and Round-up. Commissioner Estrada asked about the items discussed on the previous meeting such as: Did the Little League net get fixed? What about the 4th of July event Commissioner Benavides asked about? Mr. Perez responded that the netting was fixed at the Little League batting cage and Marjo Mello responded regarding the 4th of July event by stating an all-day event with staff would be over \$16, 00.00 and it wouldn't be feasible. That is why we organize the Dive-In Movie. Commissioner Benavides stated funds could be raised. Marjo Mello informed the Commissioners the Veteran's Committee will be seeking donations and it probably wouldn't be a good time to ask for donations. The Dive-In Movie is more successful for the community and the reason we stopped the activities at the park on the 4th of July was because there was more staff than the community in attendance. Commissioner Benavides asked why the Little League Snack Bar was not opened during games. Parents say they pay a fee to have the snack bar opened and expressed a concern about not having a snack bar at Beechey Field. Mr. Perez explained the building at Beechey Field is used as storage for the Brawley Youth Football League. Chairman Garcia reported that the Post Office has asked the High School Landscaping Class to fix the area and they are getting booked for other areas around the City on different projects. Ms. Self asked who was bringing lunch for the next scheduled meeting and Miller said she would supply lunch and she needs a reminder.

6. ADJOURNMENT @ 1:11pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
June 19, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Garcia called the meeting to order @ 12:08 pm

PRESENT: Cornejo, Estrada, Jauregui, Garcia, Perez, Self, Mello
ABSENT: Miller, Hamby, Walla, Benavides

1. APPROVAL OF AGENDA

The agenda was approved as submitted m/s/c: Jauregui/Estrada 4-4

2. PUBLIC APPEARANCES/COMMENTS

There was none

Recreation Coordinator Linda Self announced that Commissioner Michael Walla submitted his resignation letter from the Parks & Recreation Commission since he has moved out of the City.

3. APPROVAL OF MINUTES:

The minutes for April 17, 2018 were approved as submitted. m/s/c Estrada/Jauregui 4-4

4. REGULAR BUSINESS

- a. **Update on Senior Center and Hinojosa Park Project:** Interim Parks Coordinator Miguel Perez reported the contractors had a change order which included adding a patio to the back of the Senior Center. The Patio will be lighted and hand rails will be installed. The kitchen fan will be installed as an aesthetic item. Hinojosa Park will have a change order as well. This would be the second order which entails the installation of three back flows and an upgrade to the electrical system. The project completion date has been extended to July 31, 2018. The IID has been contacted to hook up electricity to new panels that are being installed to the East and West diamonds and once the power is back on the lighting can be programmed by phone for the fields.
- b. **Dive-In Movie:** Recreation Coordinator Self reported the Dive-In movie will be held on Sunday July 1, 2018. She mentioned Commissioner Jauregui had volunteered to take donation letters to Vons, Walmart and Costco to see if they would be willing to donate any items for the event. Jauregui mentioned when he arrived to speak to the managers they were not available therefore he left the donation letters and to contact the Parks and Recreation Department if they were going to donate. Garcia suggested taking a donation letter to Smart & Final. Self reported Commissioner Jauregui and City Council member Jauregui donated funds. They could be used to purchase water. Self asked the other Commissioners what they would like to donate. Garcia stated the AG Foundation would purchase 250 bags of chips and Otter pops for the event. Cornejo stated he would donate 250 bags of chips. Estrada stated he and the Gateway Church would purchase the buns and offered to bring a sound system for the movie. Mello said she and City Manager Moore would donate hot dogs and condiments. Perez said he would contact Hacienda Market, Johnny's and Chabela's Restaurant for a donation of drinks such as tea and lemonade. He mentioned he also has a speaker that would work. Parks & Recreation has the screen, DVD player and connectors to play the movie. Estrada and Perez agreed to bring their sound systems next Wednesday (June 26) to make sure they operate efficiently. Parks and Recreation would contact Public Works for a light tower to supply extra lighting for the deep end of the Pool due to nine lights that are not working.

- c. **Splash Pad and Lions Center Pool:** Interim Parks Coordinator Miguel Perez reported the back flow failed at the Pool and the Parks crew installed a new backflow. Steven Mireles from Public Works inspected the installation and approved inspection. Perez reported there were minor difficulties with the fencing at the Splash Pad. ACME Fencing stated they would provide signage free of charge if the Department needs it. Self reported the Pool is open every day to the Public and it's been highly utilized during the day but not at night swim hours.
- d. **Summer Programs and Registration:** Recreation Coordinator Linda Self reported Open Gym has begun and we have approximately 30 children attending. The program is now open to 7th & 8th graders. Open Gym is Monday-Friday 8am-3pm.
- e. **Abe Gonzales Update:** Interim Parks Coordinator Miguel Perez reported after they planted the grass and it isn't growing in some places but it's because the main water source is too far on certain areas. The Park is highly utilized with the Men and Women Softball League started on June 11, 2018. There was a tournament on June 15-16, 2018 and vandalism was done to the restrooms. The back stops and dug out fencing were repaired as well. Garcia asked about the Abe Gonzales basketball fencing stating it looks bad and it's a bad reflection on Parks and Recreation. Mello explained there are several projects that are in the works and they are prioritized. Public Works does the specs and are behind to process. Hinojosa Park and the Senior Center are on a time constraint because of a grant. There are other projects such as Streets, etc. Mello doesn't think the Gonzales fencing is a priority for the City right now. Garcia asked if the City would consider a co-op project with the Brawley Union High School or Brawley Elementary School District. Mello stated it could be considered but currently she was working with ICOE for the air conditioning repair at the Del Rio Community Center.

5. COMMISSIONER REPORTS

There was none

6. ADJOURNMENT @ 1:18pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY
July 17, 2018

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Garcia called meeting to order @ 12:08 pm

PRESENT: Benavides, Estrada, Jauregui, Garcia, Hamby, Perez, Mello, Self
ABSENT: Miller, Cornejo

1. APPROVAL OF AGENDA

The agenda was approved as submitted m/s/c: Estrada/Benavides 5-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes of June 12, 2018 were approved as submitted. m/s/c Estrada/Garcia 5-2

4. REGULAR BUSINESS

- a. **Update on Senior Center and Hinojosa Park Project:** Interim Parks Coordinator Miguel Perez reported Hinojosa Park is complete except for the auto light system. The internet service to run the sim cards are with AT&T only and the cards are with Verizon therefore they will not work. The Technology Technician and the electrician are working with vendors to come up with a solution. The Park field was aerated on July 16, 2018 but there are large ruts left from the equipment coming onto the Park Field that was used for the project. Two new valves need to be installed on the "J" Street area to cover the South end. The basketball court is smaller than what it previously was. Garcia asked of the horseshoe pit was going to be moved because of the stage being planned in the water tower area? Perez commented "no at this time" and suggested that maybe the area between the basketball court and restrooms. Garcia stated he was afraid of displacing soccer teams even if it is not a regulation soccer field and only used for practice. As well as they had gone to Council and received approval for the water tower site. Hamby stated he was told that the legs of the water tower were going to be used in the stage structure after the tower is torn down to a certain point. How was that going to be accomplished? Garcia stated to his knowledge there was monies at some point set aside to tear down the structure. Hamby mentioned he would check with Rosanna Moore, City Manager. Perez stated the East/West side of Hinojosa Park would have enclosed electrical outlets. There are conduit sleeves placed for the future. Jauregui asked if there is a plan to replace trees. Perez stated it was in the plan. Mrs. Lopez, whom is a resident across from the Park, came into the Office and said she would donate a tree. Mello explained to the Commission there is a Forestry Grant that was done by the City of El Centro which includes giving many trees to the City of Brawley. Perez reported on the Senior Center Project which is 80% complete. There is another change order that needs to go to Connie. Mello stated the Finance Department is looking into making sure of the amount that is left on the Grant. Perez said there is a new roof being placed on the Patio. Cement has been placed and three tables have already been approved for the site. Completion is expected for the end of July 2018.
- b. **Update on Dive-In Movie:** Recreation Coordinator Linda Self reported the Dive-In movie event was a success. There was approximately 525 people that attended the event. Perez cooked the hotdogs, Estrada/Jauregui set up the screen and sound system. Self gave a big "Thank you" to all commissioners

for chips and Otter pops, Jauregui for going to Costco, Walmart and Vons in getting donations. Self also reported Hacienda Market, Chabela's Restaurant and Johnny's Burritos provided tea, punch lemonade and water for the event. Mello said it would be nice to do "Thank you" notes and have Garcia sign as President. Self said she would work on them. She reported Council Members Norma Jauregui and Sam Couchman attended the event as well as the City Manager Rosanna Moore.

- c. **Summer Program update:** Recreation Coordinator Linda Self reported we were on our 2nd week of Camp and the theme is Summer Day Camp on the Farm. There will be some farm animals visiting the campers on Friday.
- d. **Interim Parks Coordinator Miguel Perez** gave the Commission an update in written form which entails:
1. The Parks Crew has trimmed 246 Palm trees, 16 @ Malan and 1st, 3 @ Triangles, 3 @ Meserve Park, 1 @ Kissee Park, 5 @ Pat Williams Park. Dead Trees removed: 4 @ Hinojosa Park, 1 @ Guadalupe Park, 1 @ Cattle Call. There is 1 @ CDF/ROW and the trees at the Transit Station that need to be trimmed and or removed.
 2. Place 17 Veteran's Banners on Main Street.
 3. Painted the hand ball court at Hinojosa Park

Commissioner Hamby has a question if these were new duties or ongoing? Perez stated this are plus duties we do. Coming up on prepping of Cattle Call for the events will be on September thru November 2018. The department will be hiring temporary workers for the Cattle Call events soon.

5. COMMISSIONER REPORTS

City Liaison Hamby stated he was going to do a presentation at City Council regarding a test on Hinojosa Park using a drill and fill process. Perez mentioned we aerate once a year, but more man power is needed. With the help from Jauregui, Helena Chemicals agreed to donate fertilizer for 30 acres.

6. ADJOURNMENT @ 1:18pm

Rachel Zepeda, Administrative Secretary

BRAWLEY PLANNING COMMISSION
January – August, 2018

Member Name	01/03/18	02/07/18	03/07/18	04/04/18	05/02/18	06/06/18	07/04/18	08/01/18
	No Meeting	No Meeting		No Meeting	No Meeting		No Meeting	No Meeting
Robert Palacio			P			P		
Kevan Hutchinson			P			P		
George Marquez			P			P		
Jay Goyal			P			A		
Darren Smith			P			A		
Ramon Castro			P			A		
Eugene Bumbera			P			P		

A: Absent

P: Present

CITY OF BRAWLEY

March 7, 2018

The Planning Commission of the City of Brawley, California, met in Regular Session at 5:30 p.m., City Council Chambers, 383 Main Street, Brawley, California, the date, time, and place duly established for the holding said meeting. The City Clerk attests to the posting of the agenda pursuant to the G.C.54954.

1. CALL TO ORDER/ROLL CALL

Chairman Castro called the meeting to order @ 5:30 pm

PRESENT: Palacio, Hutchinson, Marquez, Goyal, Bumbera, Smith, Castro
ABSENT: None

2. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Hutchinson/Goyal 7-0

3. APPROVAL OF MINUTES

The minutes of December 6, 2017 were approved as amended. m/s/c Palacio/Goyal 7-0

4. PUBLIC APPEARANCES

Development Services Director Gaste introduced Council Member Hamby to the Planning Commission as the new City Council Liaison.

5. PUBLIC HEARING PM 18-01 & VAR 18-01

The applicant is requesting a subdivision and variance to subdivide the current parcel into two parcels in order to construct an additional single family dwelling on a 0.25 acre lot zoned R-1 (Residential Single Family). The variance is to allow for the reduction of the minimum lot size from 6,000 feet to 5,440 square feet, a reduction of the garage front yard setback from 20 feet to 0 feet and the rear yard reduction in setback from 20 feet to 12.5 feet.

Applicant: HIRJ Holdings, Inc.

Location: 1479 Trail Street, Brawley, CA 92227 legally described as Lot 15 of Map Annexation No. 43, Replat Subdivision of a portion of Lots 11 and 12 Tract 77, Township 13 South, Range 14 East, City of Brawley, County of Imperial, State of California, APN 047-073-036.

Planning Director Gaste gave an overview and background information of the project as presented in the staff report.

OPEN PUBLIC HEARING @ 5:34PM

Commissioner Goyal asked what the reason was to reduce the front yard setback.

Planning Director Gaste, added that the lot appears longer than it is due to the unusually wide right-of-way. The property owners would still be required to maintain this additional City right-of-way. The responsible maintenance areas is larger than 6,000 square feet. The typical point of entry for a driveway is 5 feet. The point of entry for this property would be 20 feet and would be approximately twice as long as other driveways in the area

Commissioner Palacio, asked if both lots would be North Eastern Avenue facing.

Commissioner Gaste confirmed that they would both face North Eastern Avenue.

Commissioner Hutchinson asked would happen to the existing house on the lot.

Jose Hinojosa, Applicant, mentioned that the existing house would be demolished as it is in a dilapidated condition and two additional houses would be built at approximately 1,500 square feet each.

Commissioner Castro added that he did not want to see smaller units being built in disadvantaged areas of the City.

Jose Hinojosa, assured Commissioner Castro that the houses would be larger than average east sides homes and would increase the tax base of Brawley.

PUBLIC HEARING CLOSED @ 5:41PM

The Commission approved the variance and subdivision as proposed. m/s/c Bumbara/Hutchinson 7-0

8. ZONING CODE ENFORCEMENT

Interim Building Official Oscar Escalante presented the November 2017, December 2017 and January 2018 code enforcement reports.

Commissioner Hutchinson suggested privatization of alleys in order to mitigate illegal dumping of trash.

City Manager Bayon-Moore explained to the Commission the process and planning required to privatize an alley. She also suggested different avenues for privatization and share different alleys that have been privatized in the City. She also provided an update on the Pilot Travel Center, Taco Bell & McDonalds projects. She informed Planning Commission of additional funds that were applied to CalTrans ,informed Planning Commission of Downtown 6th Street activities, Senior Center Activities and changes to personel.

Council Member Hamby introduce himself and his concerns to the Planning Commission.

9. ADJOURNMENT @ 6:16 pm

Gordon R. Gaste AICP CEP, Development Services Director

CITY OF BRAWLEY
June 6, 2018

The Planning Commission of the City of Brawley, California, met in Regular Session at 5:30 p.m., City Council Chambers, 383 Main Street, Brawley, California, the date, time, and place duly established for the holding said meeting. The City Clerk attests to the posting of the agenda pursuant to the G.C.54954.

1. CALL TO ORDER/ROLL CALL

Commissioner Hutchinson called meeting to order @ 5:30 pm

PRESENT: Palacio, Hutchinson, Marquez, Bumbara
ABSENT: Goyal, Smith, Castro

2. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Palacio/Marquez 4-3

3. APPROVAL OF MINUTES

The minutes of March 7, 2018 were approved as submitted. m/s/c Palacio/Marquez 4-3

4. PUBLIC APPEARANCES There was none

5. PUBLIC HEARING ZC 18-01 & GPA 18-01

The applicant is requesting a zone change and general plan amendment to construct a future commercial plaza, The General Plan Amendment will change the existing Medium Density Residential land use to Commercial and a zone change from MHP (Mobile Home Park) to C-2 (Medium Commercial). This project is only to change the land use and zoning. No construction will occur, however, the site will be cleared. A detailed site plan shall be required to be submitted to complete the entitlement process and environmental review.

Applicant: Cameron Johnson, AMG Associates, LLC
Property Owner: Malan Park Investment Group, LLC
Location: That portion of Block 1, of the Townsite of Brawley, in the City of Brawley, County of Imperial, State of California, as per Map No. 920, excepting therefrom any house trailer or mobile home situated on said land, APN 048-201-002, also known as 650 South Brawley Avenue

Planning Director Gaste gave an overview and background information of the project as presented in the staff report. He also added that removal of this housing lot would not be detrimental to the affordable housing needs of the City of Brawley as there are other lots that are able to be developed for affordable housing and some that are already planned for development. Additionally while there is open litigation against closure of the Mobile Home Park the Comissions role in the process is solely to make recommendation to Council who will make a decision after the legal issues are resolved.

OPEN PUBLIC HEARING @ 5:37PM

Cameron Johnson, AMG Associates, informed the council that it is not in their interest to diminish affordable housing in Brawley. They have planned development caddy corner to the property where there are currently 40

affordable housing apartment units where funding for the second phase was recently approved to build an additional 40 units. They in the process to acquire funding for 72 senior housing apartment units and have acquired a 40 acre site for an additional 80-100 units. Based on the sites close proximity to Highway 86 would be better suited for commercial development. They are aware that this item will not move forward to Council until legal issues are resolved and are aware that might take time. They are only trying to get the process moving.

Commissioner Hutchinson asked Mr. Johnson how many units remain on site and if there were any utilities.

Cameron Johnson, informed the Commission that there are 6 units remaining that are part of ongoing litigation. The existing mobile home park has been shut down as there are no utilities.

Beatriz Garcia, California Rural Legal Assistance, informed the Council that it was their position that approval of the Zone Change is premeditated as there is current legislation. She added that the tenants wish that the park would re-open. She also added that AMG/Malan Park are attempting to circumvent the legal process.

Commissioner Marquez, ask who they proposed would take on the costs to reopen the park to habitable condition as there is exposed sewer, bad gas lines, electrical power lines that need to be replaced and the units are not in a modern day condition that would be up to code.

Beatriz Garcia, mentioned that is an issue that the still have to consider. She added that relocation assistance provided at the time was not accurate.

City Manager Bayon Moore, City Manager, provided the Commission with background information on the project regarding previous action taken by City Council regarding closure of the park and relocation assistance provided to tenants. Assistance provided included a year's rent set at market rate and if the tenants were trailer owners they would also get the appraised value of the unit. Additionally rent assistance programs at the time existed however there were no completed applications submitted. This site has become of a hot spot for activities resulting in response from the fire department.

Cameron Johnson, added that they were in no way attempting to circumvent the legal process. They are trying to move the process along where they can. They have begun to clear the area with the exception of the remaining units. Cleanup measures have included removing the fence to ensure there are no hiding places for illicit activities, cleanup of debris and onsite security.

PUBLIC HEARING CLOSED @ 6:04PM

The Commission recommended the zone change and general plan amendment as proposed. m/s/c Marquez/Palacio 4-0

8. ZONING CODE ENFORCEMENT

Interim Building Official Oscar Escalante presented the February 2018, March 2018 and May 2018 Code Enforcement Reports.

Planning Director Gaste presented Rick Breland, Code Enforcement Officer to the Planning Commission.

9. ADJOURNMENT @ 6:28 pm

Gordon R. Gaste AICP CEP, Development Services Director

BRAWLEY PUBIC LIBRARY BOARD OF TRUSTEES

January – August, 2018

Member Name	01/10/18	02/21/18	03/14/18	04/11/18	05/09/18	06/20/18	07/11/018	08/15/18
Elizabeth Lorenzen	P	P	P	P	P	P	P	Dark
Judy Grant	P	P	P	P	P	P	P	
Diane Lohr	P	P	P	P	P	A	P	
Dixie Smith	P	P	P	P	A	P	P	
Marjo Mello	P	A	P	P	P	P	P	
Rosanna Bayon Moore	P	P	P	P	P	A	A	
Liaison Sam Couchman	Last Meeting	-	-	-	-	-	-	
Liaison Luke Hamby	-	P	P	P	P	P	P	
Crystal Duran	-	P	P	P	P	P	P	
Luke Hamby	P	P	P	P	P	P	P	

A: Absent

P: Present

CITY OF BRAWLEY
January 10, 2018

The Library Board of Trustees of the City of Brawley Public Library met in regular session at 5:05 PM on January 10, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section §5496.

President Lorenzen called the meeting to order @ 5:10 pm

PRESENT: Lorenzen, Grant, Lohr, Smith, Hamby, Couchman, Bayon Moore, Mello
ABSENT: None

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Lohr/Smith 8-0

2. PUBLIC APPEARANCES

Benito J. Landeros asked the board if the Library's hours of operation could be changed from 11-8 to 10 to 7. He is a regular patron and rides the bus to the library. He feels changing the hours will be more beneficial to the senior citizens who use the library. Councilman Sam Couchman asked questions about changing the hours. The trustees discussed Mr. Landeros suggestion and concurred to change the hours of operation effective, January 22nd to 10 AM to 7 PM on Tuesdays, Wednesdays, and Thursdays.

3. APPROVAL OF THE MINUTES

The minutes for December 13, 2017 were **approved** as submitted. m/s/c Smith/Grant 8-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 8-0
- b. Calendar: Story Time will feature Penguins. There will be a joint City council/Library Board Strategic Planning Meeting/workshop on January 22, 2018 from 5:30-7:30. Library programming and other items will be prioritized.
- c. Policies: Nothing yet on a policy for the 3-D printer
- d. ZipBooks are funded through August 2018
- e. Personnel: Staff is doing well working with a 'short staff'. After the Strategic Planning meeting, job descriptions for 3 positions will be written
- f. Literacy/LEARN: Things are going well. The talk times are well attended. Literacy staff is setting up a new computer program, Read USA, for learners to use. It starts at a very basic level of the alphabet and advances over multiple modules to verb tenses, grammar, etc. Staff saw a demonstration and testimonial from a user at joint training in Calexico and was able to have the company offer Brawley the use of the program
- g. LAMBS: LAMBS visited VOA for a parent meeting and will do so again in March. We are receiving \$10,709 from the state and will be able to use \$5000 of that to purchase give-away books for the LAMBS program.

- h. Friends of the Library: There will be a book sale Saturday, February 10 2018.
- i. Other: National Library Week is the week of April 8th. IV Reads will be reading KILLERS OF THE FLOWER MOON.

5. ADJOURNMENT @ 8:00 pm

Judy Grant, Secretary

CITY OF BRAWLEY
February 21, 2018

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM on February 21, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called meeting to order @ 5:10 pm

PRESENT: Lorenzen, Grant, Lohr, Smith, Duran, Hamby, Mello, Bayon Moore
ABSENT: None

1. APPROVAL OF AGENDA

The agenda was **approved** as presented. m/s/c Smith/Lohr 8-0

2. PUBLIC APPEARANCES

Only 2 patrons have expressed unhappiness over the change in the hours of operation.

3. APPROVAL OF THE MINUTES

The minutes for January 10, 2018 were **approved** as submitted. m/s/c Lohr/Smith 8-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 8-0
February 26th the City Council is having a strategic planning meeting. A general fund meeting will be held April 23rd to discuss what is important to the City.
- b. Calendar:
National Library Week is April 8th. Killers of the Flower Moon will be discussed April 12th from 6-8 PM.
Storytimes: March is all about Dr. Seuss. Chinese Dragons were made in February for Chinese New Year.
- c. Policies: The 3-D Printer policy is being worked on. The Strategic Plan was reviewed and discussed.
- d. ZipBooks: They are funded through August 2018
- e. Personnel: There are 3 open positions at the library for a part-time supervisory clerk, a library aide, and a library page. They are not officially open yet.
- f. Literacy/LEARN: going strong. There are 6 new participants using USA Learn.
- g. LAMBS: Busy visiting health fairs
- h. Friends of the Library: \$525 was made at the last book sale. One more will be held in April.

The Friends approved paying for a mobile paper rack for the staff. \$639.99 m/s/c Lohr/Grant. 8-0

The Friends approved reimbursing Marjo for library supplies purchased at Fifth Avenue Books. \$2000.00 m/s/c Lohr/Grant 8-0

The formation of the 501 3c is in progress. We are using Legal Zoom.

- i. Reports from the Board and Liaisons: The City Manager spoke about updates to things happening in the city and answered questions.

5. ADJOURNMENT @ 7:30 pm

Judy Grant, Secretary

CITY OF BRAWLEY
March 14, 2018

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:10 PM on March 14, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorensen called meeting to order @ 5:10 pm

PRESENT: Lorenzen, Grant, Lohr, Smith, Duran, Hamby, Mello, Moore
ABSENT: None

1. APPROVAL OF AGENDA

The agenda was approved as presented. m/s/c Lohr/Duran 8-0

2. PUBLIC APPEARANCE

A broken window on the southeast side of the library has been repaired.

3. APPROVAL OF THE MINUTES

The minutes for February 21, 2018 were approved as submitted. m/s/c Lohr/Smith 8-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 8-0
There will be a council meeting on April 23rd. Mrs. Moore shared that items that concern the Library and Parks and Recreation will be discussed at that meeting.
- b. Calendar: April 3rd at the City Council meeting a proclamation will be read for National Library Week.
Thursday, April 12th is the discussion of Killers of the Flower Moon. Theresa Quarcelino will join the meeting to share her insights from having taught on a Navajo reservation for 17 years.
Storytimes: March is Dr. Seuss Month; stories and activities feature Dr. Seuss.
Summer Reading theme is "Libraries Rock"
- c. Policies: The 3D Printer policy was discussed. Additions to the Strategic Plan were looked at. The possibility of linking the library to the city website and social media was discussed too.
- d. ZipBooks: The use is still the same. Funded through August, 2018.
- e. Personnel: The response to the job openings has been great.
- f. Literacy/LEARN: Things are going well.
- g. LAMBS: The bus is down.

h. Friends of the Library: The paper rack is installed. Glen Crowzen gave the Friends \$100.00; he has been thanked. There will be a book sale on April 14th. Friends voted to give the City Association \$100.00 for a gift item for a raffle.

i. Reports from the Board and Liaisons: There was no further business or discussion.

5. ADJOURNMENT @ 7:15 pm

Judy Grant, Secretary

CITY OF BRAWLEY
April 11, 2018

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:10 PM on April 11, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called meeting to order @ 5:10 pm

PRESENT: Lorenzen, Grant, Lohr, Smith, Duran, Hamby, Mello, Moore
ABSENT: None

1. APPROVAL OF AGENDA

The agenda was approved as submitted. m/s/c Lohr/Smith 8-0

2. PUBLIC APPEARANCES

Jameson Rohrer was introduced as a new part time hire. He's also the Senior Librarian at Centinela Prison. Frank Medina has received positive comments from people bringing in books for the Friends. They appreciate his helpfulness.

3. APPROVAL OF THE MINUTES

The minutes for March 14, 2018 were approved as submitted. m/s/c Duran/Lohr 8-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Smith/Grant 8-0

Other Finance: The upcoming City Budget will be status quo for next year. The City will have a budget planning meeting on April 23rd.

- b. Calendar: Upcoming events: IV Reads will host a discussion of KILLERS OF THE FLOWER MOON on April 12th. The Summer Reading theme is 'Libraries Rock'. It will begin the week after the Brawley Schools dismiss for the summer. Lots of fun activities are being planned.

Storytimes: Fish are the theme and RAINBOW FISH is the story.

- c. Policies: The 3D Printer Policy was reviewed and will be voted on at the next meeting. The Strategic Plan is complete. Resolution #2018-01 was adopted. m/s/c Lohr/Grant 8-0. The materials catalog URL is now on the City's website and may be used to check out e-books.

- d. ZipBooks: Funded through August, 2018

- e. Personnel: Jameson Rohrer has been hired to work Tuesdays, Wednesdays, and Thursdays from 5-7 and Saturdays for 8 hours. His job goes through June 30th. He is to help Marjo with administrative duties. Interviews were held for three positions and three people were selected. They are being cleared by the city.

- f. Literacy/LEARN: The Alvarez family has completed 1000 Books before Kindergarten. They were recognized at the last City Council meeting. We are on track to finish the key reports due at the state.

- g. LAMBS: Quarterly reports are being completed. They will attend this week's book sale.
- h. Friends of the Library: There will be a book sale this Saturday, April 14th. The 501 3c is a work in progress.
- i. Reports from the Board and liaisons: The weeds in planter outside the library bookstore need to be removed. Book recommendations were made.

5. ADJOURNMENT @ 7:05 pm

Judy Grant, Secretary

CITY OF BRAWLEY

May 9, 2018

The Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM on May 9, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called meeting to order @ 5:15 pm

PRESENT: Lorenzen, Grant, Lohr, Duran, Hamby, Mello, Moore
ABSENT: Smith

1. APPROVAL OF THE AGENDA

The agenda was approved as submitted. m/s/c Lohr/Duran 7-1

2. PUBLIC APPEARANCES

Our staff is appreciated by the community.

3. APPROVAL OF THE MINUTES

The minutes for April 11, 2018 approved as submitted. m/s/ Duran/Lohr 7-1

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 7-1
- b. Calendar: 1) There will be an adult component with summer reading this year. There will also be a couple of family nights. It begins June 16th and goes until July 27th. Thursdays at the Branch and Fridays at the main library 2) Story times will feature "flowers".
- c. Policies: The Strategic plan was accepted by the City Council. The 3D printer policy was reviewed suggestions were made. The Board would like to watch it being used and then finalize the policy at the next meeting. We now are members of the American Library Association.
- d. Zipbooks are fine
- e. Personnel:

Ruby Ramirez, Cozette Fortune, and Manuel Fernandez are our new hires. Manuel was a former work studies student.
- f. Literacy/LEARN: Javierrey and half of the tutors are going to a training in San Diego. They will need to rent a car.
- g. LAMBS : Thank you Desert Review for the great article

- h. Friends of the Library: All is well
- i. Reports from Board Members and Liaisons, City Manager: CM Bayon Moore shared community news and answered questions.

5. ADJOURNMENT @ 6.45 pm

Judy Grant, Secretary

CITY OF BRAWLEY
June 20, 2018

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM on June 20, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called the meeting to order @ 5:15 pm

PRESENT: Lorenzen, Grant, Duran, Smith, Hamby, Mello
ABSENT: Lohr, Moore

1. Approval of the Agenda

The agenda was approved as submitted. m/s/c Duran/Grant 6-2

2. PUBLIC APPEARANCES There was none

3. APPROVAL OF THE MINUTES

The minutes for the May 9, 2018 meeting were approved as submitted. m/s/c Duran/Smith 6-2

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment m/s/c Grant/Smith 6-2
- b. Calendar: Summer Reading Program is going exceedingly well. In the entryway, there is a mural on one of the bulletin boards with props available.
- c. Policies: The 3D policy was discussed and reviewed and changes/corrections will be presented at the next meeting.
- d. ZipBooks: Demand is about the same as in the past. We are funded through August 31, 2018.
- e. Personnel: The three new personnel seem to be working out well. Much training is in progress.
- f. Literacy/Learn: The application for state funding for the adult literacy program has been turned in.
- g. LAMBS: LAMBS' hydraulic step broke and has now been repaired.
- h. Friends of the Library: The 501(c)3 process is still being explored. Discussion was held regarding the need to create an organizational Board with members to establish the process for becoming a 501(c)3 entity. A charter, bylaws, etc. will need to be formed along with a letterhead, etc. for proper processing.
- i. Other: The 3D printer was shown to the Board.

5. ADJOURNMENT @ 6:45 pm

Marjo Mello, Library Director

CITY OF BRAWLEY
July 11, 2018

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM on July 11, 2018 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called meeting to order @ 5:10 pm

PRESENT: Lorenzen, Lohr, Smith, Mello, Grant, Duran, Hamby
ABSENT: Bayon Moore

1. APPROVAL OF THE AGENDA

The agenda was approved as submitted. m/s/c Lohr/Smith 7-1

2. PUBLIC APPEARANCES & COMMENTS

Retired Trustee member, Dr. Ron Stillman, sends us his greetings from Arkansas.

3. Approval of the Minutes

The minutes of the June 20, 2018 meeting were approved as submitted. m/s/c Smith/Duran 7-1

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 7-1 The Library has applied for a \$3,000 AV grant for California rural libraries. We will know August 13th if we get it. The money will be used to supplement our DVD collection.
- b. Calendar: The Library will be closed August 4th – 13th for cleaning. There will be a county wide training on August 13th. Our library will host the meeting. Programs: The summer reading program, "Libraries Rock" is going well.
- c. Policies: 3-D Printer Policy will be sent to the city attorney. The Board approved it with corrections. m/s/c Duran/Grant 7-1 The City Council will meet July 17th to appoint the new board members.
- d. Zip Books: Funded through August 31st; looks good to be funded again.
- e. Personnel: New people are working out well; lots of training going on.
- f. Literacy/LEARN Javier Rey Katzenstein will be attending a training in Sacramento in September. His costs will be covered by the California State Library.
- g. LAMBS: They are fine; will be getting ready for the new school year.
- h. Friends of the Library: The 501(c)3 process is beginning. There will be an 'indoor' book sale the week of July 30th
- i. Other: The library will host a lunch on August 13th for approximately 60 people during the county-wide training. There will be no meeting in August.

5. ADJOURNMENT @ 7:00 pm

Judy Grant, Secretary