

You did it!  
*Congratulations*



**Brawley City Council &  
Successor Agency to Brawley  
Community Redevelopment Agency  
Regular Meeting Agenda  
Tuesday, June 4, 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 Necuik, El Redentor Church

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**



- g. Approve Resolution No. 2019- : Resolution of the City Council for the City of Brawley, California Acting as the Legislative Body of Community Facilities District No. 2007-2 of the City of Brawley (**Springhouse**) Authorizing the Levy of Special Taxes Within Community Facilities District No. 2007-2 for Fiscal Year 2019-20. **Pgs 178-214**
- h. Approve Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Amending the Bernardo Padilla Assessment District Commencing with FY 2019/2020. **Pgs 215-220**

#### **4. REGULAR BUSINESS**

- a. Presentation by Dr. Arturo Hernandez, U. S. Census Bureau Partnership Specialist.

Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Recognizing the Importance of the 2020 U. S. Census and Commitment to Ensuring a Complete, Fair and Accurate Count of All Brawley Residents. **Pgs 221-222**

- b. Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Identifying Watchguard Video as the Sole Source Provider and Authorizing the Purchase of Audio/Video Recording Equipment at the Brawley Police Department in the Amount of \$30,370 with 100% Reimbursement by Homeland Security Investigations (HSI) State and Local Overtime Fund. **Pgs 223-268**
- c. Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Identifying Motorola Solutions as the Sole Source Provider and Authorizing the Purchase of Nexgen Radio Equipment at the Brawley Police Department in the Amount of \$665,099.04. **Pgs 269-322**

#### **5. DEPARTMENTAL REPORTS**

- a. Personnel & Risk Management Department - Monthly Staffing Report for June 2019 **Pgs 323**
- b. Public Works Department - Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins and Traffic Signal at Cesar Chavez and Main Street
- c. Finance Department - Public Meeting Schedule for FY 2019/2020 Budget Process and Piggyback Contracting Opportunities for Vehicle Acquisitions, Fleet Maintenance and Fueling.

**6. INFORMATIONAL REPORT**

- a. Record of Building Permits for April 2019 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official. **Pgs 324-325**

**7. CITY COUNCIL MEMBER REPORTS**

**8. CITY MANAGER REPORT**

**9. CITY ATTORNEY REPORT**

**10. CITY CLERK REPORT**

**11. CLOSED SESSION**

**CONFERENCE WITH LABOR NEGOTIATOR (C.G.C. §54957.6)**

- a. Agency Designated Representative: Rosanna Bayon Moore, City Manager  
Employee Organization: Brawley Police Sergeants' Association, Brawley Public Safety Employees Association, Teamsters and Brawley Firefighters Association

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

- a. Conference with Legal Counsel – One (1) case

**ADJOURNMENT** Regular Meeting, **Tuesday, June 18, 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: 05/23/2019

Time: 2:23 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
54836	05/22/2019	Printed	O438	RAYMOND O'CONNELL	Wildcat Drive ROW Parcel No.	20,000.00
54837	05/23/2019	Printed	B364	360 BUSINESS PRODUCTS	Pens, Markers, Note Pads	91.13
54838	05/23/2019	Printed	A242	A T & T	Telephone Services 5/7-6/6	205.51
54839	05/23/2019	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Repair Radio	551.43
54840	05/23/2019	Printed	A230	ALARM COMMUNICATION EXPERT	Replace Resisters/Shop	70.04
54841	05/23/2019	Printed	A941	ALL DATA	Repair Series Software	250.00
54842	05/23/2019	Printed	A2217	ALLIED WASTE	Refund Fire Hydrant Deposit/	200.00
54843	05/23/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	452.42
54844	05/23/2019	Printed	A137	AMERICA'S FINEST FIRE PROTECT	Fire Extinguishers Maintenance	109.39
54845	05/23/2019	Printed	A1001	GUADALUPE & JOHN ARMSTRONG	Refund Ovrpmt 192 C Street	55.71
54846	05/23/2019	Printed	A688	AT&T LONG DISTANCE	Telephone Services 3/25-4/24	50.73
54847	05/23/2019	Printed	A901	AT&T-CALNET 3	Telephone Services 4/12-5/11	1,385.54
54848	05/23/2019	Printed	A592	AUTO ZONE, INC. #2804	Oil, Detailer	66.36
54849	05/23/2019	Printed	B502	BABCOCK LABORATORIES, INC	Various Lab Testing/WTP	425.00
54850	05/23/2019	Printed	B210	BRAWLEY CHAMBER OF COMMERCE	Mega Mixer Booth	50.00
54851	05/23/2019	Printed	B269	BRAWLEY TRACTOR PARTS	Nuts, Washers, Screw #77 Parks	13.45
54852	05/23/2019	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint. 2/1-4/30 WWTP	63.67
54853	05/23/2019	Printed	C438	CHAVEZ LANDSCAPING SERVICES	Tree Removal/Bldg	900.00
54854	05/23/2019	Void	05/23/2019		Void Check	0.00
54855	05/23/2019	Printed	C2833	CORE & MAIN LP	Probe	42,380.86
54856	05/23/2019	Printed	D171	D & M WATER COMPANY	Bulk Water - Fire Station #2	118.31
54857	05/23/2019	Printed	D144	DANIELS TIRE SERVICE	Replace Oil Pump #204 Streets	393.22
54858	05/23/2019	Printed	D291	DDP ELECTRIC, INC	Troubleshoot VFD & Blower	330.00
54859	05/23/2019	Printed	D901	DEFENSE SOLUTIONS GROUP, INC	Ammunition	464.86
54860	05/23/2019	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	491.00
54861	05/23/2019	Printed	D123	DESERT AIR CONDITIONING, IN	Replace Thermostat/F.D. #1	451.00
54862	05/23/2019	Printed	D178	DIRECTV, LLC	Acct# 041023715 4/26-5/25/19	192.23
54863	05/23/2019	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/Ana Gutierrez	133.22
54864	05/23/2019	Printed	E252	EFR ENVIRONMENTAL SERVICES, IN	Used Oil Disposal	149.00
54865	05/23/2019	Printed	E216	EL CENTRO MOTORS	Brake Pads #P171 PD	75.36
54866	05/23/2019	Printed	E145	ELMS EQUIPMENT	Trailer Rental	1,706.31
54867	05/23/2019	Printed	E171	EMERGENCY MEDICAL PRODUCTS, IN	Medical Supplies	903.52
54868	05/23/2019	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - Police Dept.	75.40
54869	05/23/2019	Printed	F217	FERANDELL TENNIS COURTS INC	Refund Bus Lic #1923 Ovrpmt	8.00
54870	05/23/2019	Printed	F266	FIRE ETC., INC.	Goggles, Boots	9,112.85
54871	05/23/2019	Printed	F903	FIVE STAR ELECTRIC, INC.	Replace Selector Switch	458.00
54872	05/23/2019	Printed	G750	GOVCONNECTION, INC	Return Internal Soild Drive	3,048.13
54873	05/23/2019	Printed	H119	HAAKER EQUIPMENT CO., INC.	Inserts	681.62
54874	05/23/2019	Printed	H254	HAIR ETC	Refund Bus Lic #2276 Ovrpmt	10.00
54875	05/23/2019	Printed	H191	HOWARD VETERINARY	Vet Services 4/29/19	213.00
54876	05/23/2019	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	Hose	18.58
54877	05/23/2019	Printed	I102	I. I. D.	Canal Water/Mansfield 3056449	11,226.00
54878	05/23/2019	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #2	38.00
54879	05/23/2019	Void	05/23/2019		Void Check	0.00
54880	05/23/2019	Printed	I301	IMPERIAL HARDWARE CO., INC.	Torch Blade, Bit, Bolts	537.31
54881	05/23/2019	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 3/27/19-4/25/19	82,280.02
54882	05/23/2019	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	59.95
54883	05/23/2019	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Lumber #99 Parks	377.98
54884	05/23/2019	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - May 2019	5,000.00
54885	05/23/2019	Printed	I579	IMPERIAL VALLEY RESOURCE	Fluorescent Bulbs Disposal	67.99
54886	05/23/2019	Printed	I218	INTERSTATE BATTERY	Batteries #3914 FD	864.04
54887	05/23/2019	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Fire Dept. #2	109.96
54888	05/23/2019	Printed	K154	K-C WELDING RENTALS, INC.	Spool, Safety Chain #90 Parks	563.68
54889	05/23/2019	Printed	J005	NORMA KASTNER-JAUREGUI	Reimb. Travel/SCAG Conference	95.12

**INVOICE APPROVAL LIST BY FUND REPORT**

Date: 05/23/2019  
 Time: 2:32 pm  
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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 000.000</b>							
101-000.000-205.303	Downtown SHARON'S BOOKKEEPING		Refund Bus Lic #5050 Ovrpmt	54921	05/09/2019	05/23/2019	25.00
							<u>25.00</u>
101-000.000-205.307	Fee - SB LAWN CARE SERVICE/// SCADA INTEGRATIONS		Refund Bus Lic #3310 Ovrpmt	54894	04/18/2019	05/23/2019	4.00
			Refund Bus Lic #4901 Ovrpmt	54920	05/08/2019	05/23/2019	4.00
							<u>8.00</u>
<b>Total Dept. 000000:</b>							<b>33.00</b>
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.800	Business FERANDELL TENNIS COURTS HAIR ETC/// LAWN CARE SERVICE/// SCADA INTEGRATIONS SHARON'S BOOKKEEPING		Refund Bus Lic #1923 Ovrpmt	54869	05/08/2019	05/23/2019	8.00
			Refund Bus Lic #2276 Ovrpmt	54874	05/16/2019	05/23/2019	10.00
			Refund Bus Lic #3310 Ovrpmt	54894	04/18/2019	05/23/2019	56.00
			Refund Bus Lic #4901 Ovrpmt	54920	05/08/2019	05/23/2019	48.00
			Refund Bus Lic #5050 Ovrpmt	54921	05/09/2019	05/23/2019	50.00
							<u>172.00</u>
101-110.000-470.150	Penalty & SCADA INTEGRATIONS		Refund Bus Lic #4901 Ovrpmt	54920	05/08/2019	05/23/2019	0.80
							<u>0.80</u>
<b>Total Dept. General Revenues:</b>							<b>172.80</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-721.110	Food and PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	54910	05/16/2019	05/23/2019	28.55
							<u>28.55</u>
101-111.000-721.200	Other PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	54910	05/16/2019	05/23/2019	50.77
							<u>50.77</u>
101-111.000-730.200	Technical SPECTRUM ADVERTISING///	14292	Video Tape Council Mtg 5/7/19	54924	05/08/2019	05/23/2019	500.00
							<u>500.00</u>
101-111.000-750.402	Travel - N.J. KASTNER-JAUREGUI/NORMA/		Reimb. Travel/SCAG Conference	54889	05/13/2019	05/23/2019	95.12
							<u>95.12</u>
<b>Total Dept. City Council:</b>							<b>674.44</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-750.210	Postage UNITED PARCEL SERVICE,		Mailings - City Clerk	54929	05/11/2019	05/23/2019	16.40
							<u>16.40</u>
<b>Total Dept. City Clerk:</b>							<b>16.40</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-730.200	Technical DEPARTMENT OF JUSTICE///	372537	Fingerprint Applications	54860	05/03/2019	05/23/2019	425.00
							<u>425.00</u>
<b>Total Dept. Personnel:</b>							<b>425.00</b>
<b>Dept: 171.000 Planning</b>							
101-171.000-730.200	Technical CHAVEZ LANDSCAPING	001CB	Tree Removal/Bldg	54853	04/30/2019	05/23/2019	450.00

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<u>450.00</u>
101-171.000-740.100	Repair & CANON SOLUTIONS		Copier Maint. 4/1-4/30 Bldg	54852	05/01/2019	05/23/2019	6.79
							<u>6.79</u>
						<b>Total Dept. Planning:</b>	<u>456.79</u>
<b>Dept: 191.000</b>	<b>Non-departmental</b>						
101-191.000-720.800	Janitorial PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	54910	05/16/2019	05/23/2019	71.04
							<u>71.04</u>
101-191.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	996.00
							<u>996.00</u>
101-191.000-730.200	Technical PESTMASTER SERVICES/// PROTECTION ONE ALARM///	1418572	Pest Control/Building Dept. Alarm Monitoring 5/1-5/31/19	54909 54912	05/07/2019 05/05/2019	05/23/2019 05/23/2019	30.00 51.13
							<u>81.13</u>
101-191.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	54843	05/08/2019	05/23/2019	25.30
							<u>25.30</u>
101-191.000-750.650	Taxes, Fees, BRAWLEY CHAMBER OF	17999	Mega Mixer Booth	54850	04/29/2019	05/23/2019	50.00
							<u>50.00</u>
						<b>Total Dept. Non-departmental:</b>	<u>1,223.47</u>
<b>Dept: 211.000</b>	<b>Police Protection</b>						
101-211.000-720.900	DEFENSE SOLUTIONS	30453334	Ammunition	54859	05/06/2019	05/23/2019	464.86
							<u>464.86</u>
101-211.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	2,262.53
							<u>2,262.53</u>
101-211.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		187 525 6200 1 4/10-5/9/19	54923	05/13/2019	05/23/2019	20.49
							<u>20.49</u>
101-211.000-725.400	Fuel MCNEECE BROS OIL	247700	Fuel/Police Dept.	54899	05/14/2019	05/23/2019	3.65
							<u>3.65</u>
101-211.000-730.200	Technical DEPARTMENT OF JUSTICE///	371871	Fingerprint Applications	54860	05/03/2019	05/23/2019	66.00
							<u>66.00</u>
101-211.000-750.200	AT&T-CALNET 3/// VERIZON WIRELESS		Telephone Services 4/3-5/2 Mobile Broadband/Police Dept.	54847 54932	05/03/2019 05/06/2019	05/23/2019 05/23/2019	1,259.50 538.90
							<u>1,798.40</u>
101-211.000-750.210	Postage FEDERAL EXPRESS CORP.///	6-547-84564	Mailings - Police Dept.	54868	05/10/2019	05/23/2019	75.40
							<u>75.40</u>
						<b>Total Dept. Police Protection:</b>	<u>4,691.33</u>
<b>Dept: 211.300</b>	<b>Graffiti Abatement</b>						

**INVOICE APPROVAL LIST BY FUND REPORT**

Date: 05/23/2019  
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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-211.300-721.200	Other WAL-MART STORES, INC.	05963	Paint, Spray Paint	54934	05/14/2019	05/23/2019	96.60
							<b>96.60</b>
							<b>96.60</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-720.400	Automotive AUTO ZONE, INC. #2804///		Transmission Fluid, Funnel	54848	05/09/2019	05/23/2019	44.16
	AUTO ZONE, INC. #2804///		Liquid Wax	54848	05/08/2019	05/23/2019	27.65
	AUTO ZONE, INC. #2804///		Oil, Detailer	54848	04/26/2019	05/23/2019	57.10
							<b>128.91</b>
101-221.000-720.500	Electrical LOWE'S HIW INC.///	88262591	Light Kits	54895	05/07/2019	05/23/2019	197.32
							<b>197.32</b>
101-221.000-720.800	Janitorial WAXIE SANITARY SUPPLY///	78240039	Janitorial Supplies	54935	04/30/2019	05/23/2019	153.36
							<b>153.36</b>
101-221.000-721.100	Uniforms FIRE ETC., INC.///	128807	Boots	54870	04/23/2019	05/23/2019	935.10
	FIRE ETC., INC.///	128799	Coats, Pants	54870	04/23/2019	05/23/2019	7,758.00
	FIRE ETC., INC.///	129542	Goggles, Boots	54870	05/10/2019	05/23/2019	419.75
	WITMER PUBLIC SAFETY		Years of Service Pin	54936	04/12/2019	05/23/2019	67.93
							<b>9,180.78</b>
101-221.000-721.200	Other AUTO ZONE, INC. #2804///		Transmission Fluid, Funnel	54848	05/09/2019	05/23/2019	1.58
	AUTO ZONE, INC. #2804///		Oil, Detailer	54848	04/26/2019	05/23/2019	13.45
	D & M WATER COMPANY///	280283	Bulk Water - Fire Station #1	54856	04/30/2019	05/23/2019	64.17
	EMERGENCY MEDICAL	2069628	Medical Supplies	54867	05/02/2019	05/23/2019	345.60
	EMERGENCY MEDICAL	2069632	Medical Supplies	54867	05/02/2019	05/23/2019	504.06
	EMERGENCY MEDICAL	2069803	Medical Supplies	54867	05/02/2019	05/23/2019	53.86
	GOVCONNECTION, INC.///	56715780	Unifi AP AC, Key Controller	54872	04/18/2019	05/23/2019	554.10
							<b>1,536.82</b>
101-221.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	678.49
							<b>678.49</b>
101-221.000-725.400	Fuel MCNEECE BROS OIL	865716	Fuel/Fire Dept.	54899	04/30/2019	05/23/2019	2,224.03
							<b>2,224.03</b>
101-221.000-730.200	Technical TARGETSOLUTIONS		Target Solutions Membership	54925	04/30/2019	05/23/2019	1,408.44
							<b>1,408.44</b>
101-221.000-740.100	Repair & AIRWAVE COMMUNICATIONS	436884	Repair Radio	54839	04/23/2019	05/23/2019	551.43
	DESERT AIR CONDITIONING,	B36426	Replace Thermostat/F.D. #1	54861	04/03/2019	05/23/2019	451.00
	TARGETSOLUTIONS		Target Solutions Membership	54925	04/30/2019	05/23/2019	395.00
							<b>1,397.43</b>
							<b>Total Dept. Fire Department: 16,905.58</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-720.800	Janitorial WAXIE SANITARY SUPPLY///		Return Janitorial Supplies	54935	02/27/2019	05/23/2019	-34.04
	WAXIE SANITARY SUPPLY///	78240040	Janitorial Supplies	54935	04/30/2019	05/23/2019	106.08
							<b>72.04</b>

**INVOICE APPROVAL LIST BY FUND REPORT**

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-221.100-721.200	Other						
	D & M WATER COMPANY///	279834	Bulk Water - Fire Station #2	54856	04/16/2019	05/23/2019	54.14
	IMPERIAL HARDWARE CO.,	548087/2	Gloves	54880	04/06/2019	05/23/2019	21.32
							<b>75.46</b>
101-221.100-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	684.86
							<b>684.86</b>
101-221.100-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		088 557 5439 9 3/6-4/4/19	54923	04/08/2019	05/23/2019	56.35
							<b>56.35</b>
101-221.100-730.200	Technical						
	I. V. TERMITE & PEST	0268096	Pest Control Svcs F.D. #2	54878	05/10/2019	05/23/2019	38.00
	JADE SECURITY SYSTEMS,	0154113	Alarm Monitoring/Fire Dept. #2	54887	04/10/2019	05/23/2019	54.98
	JADE SECURITY SYSTEMS,	0155042	Alarm Monitoring/Fire Dept. #2	54887	05/10/2019	05/23/2019	54.98
	TARGETSOLUTIONS		Target Solutions Membership	54925	04/30/2019	05/23/2019	1,173.70
							<b>1,321.66</b>
101-221.100-740.100	Repair &						
	AMERICA'S FINEST FIRE	18M	Fire Extinguishers Maintenance	54844	03/27/2019	05/23/2019	109.39
							<b>109.39</b>
101-221.100-750.200							
	DIRECTV, LLC///		Acct# 041023715 4/26-5/25/19	54862	04/27/2019	05/23/2019	192.23
	VERIZON WIRELESS		Mobile Broadband/Fire Dept.	54932	04/06/2019	05/23/2019	38.01
							<b>230.24</b>
							<b>Total Dept. Fire Station #2: 2,550.00</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-721.200	Other						
	GOVCONNECTION, INC///	56494848	Return Internal Solid Drive	54872	01/28/2019	05/23/2019	-53.53
							<b>-53.53</b>
101-231.000-725.400	Fuel						
	MCNEECE BROS OIL	865719	Fuel/Building Dept.	54899	04/30/2019	05/23/2019	281.32
							<b>281.32</b>
101-231.000-730.200	Technical						
	CHAVEZ LANDSCAPING	001CB	Tree Removal/Bldg	54853	04/30/2019	05/23/2019	450.00
							<b>450.00</b>
101-231.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 4/1-4/30 Bldg	54852	05/01/2019	05/23/2019	6.80
	SAN DIEGO COUNTY///		P.W. Radio System Fees/April	54919	05/01/2019	05/23/2019	57.00
							<b>63.80</b>
							<b>Total Dept. Building Inspection: 741.59</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-725.400	Fuel						
	MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	510.33
							<b>510.33</b>
101-241.000-730.200	Technical						
	HOWARD VETERINARY	238999	Vet Services 11/21/18	54875	11/21/2018	05/23/2019	112.00
	HOWARD VETERINARY	240952	Vet Services 4/29/19	54875	05/01/2019	05/23/2019	101.00
	IMPERIAL LANDFILL, INC.///		Animal Dumping Fees	54882	03/15/2019	05/23/2019	59.95
	IMPERIAL VALLEY HUMANE		Animal Control - May 2019	54884	05/03/2019	05/23/2019	5,000.00
							<b>5,272.95</b>
							<b>Total Dept. Animal Control: 5,783.28</b>

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<b>Dept: 311.000 Engineering</b>							
101-311.000-721.200	Other						
	GOVCONNECTION, INC///	56761239	Surface Pro, Pen, Case	54872	05/06/2019	05/23/2019	34.08
	WAL-MART STORES, INC.	09398	Cups, Fan	54934	05/08/2019	05/23/2019	10.96
							<b>45.04</b>
101-311.000-721.900	Small tools &						
	GOVCONNECTION, INC///	56761239	Surface Pro, Pen, Case	54872	05/06/2019	05/23/2019	1,075.65
	WAL-MART STORES, INC.	09398	Cups, Fan	54934	05/08/2019	05/23/2019	23.42
							<b>1,099.07</b>
101-311.000-725.400	Fuel						
	MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	472.22
							<b>472.22</b>
101-311.000-730.200	Technical						
	GOVCONNECTION, INC///	56764864	Bluebeam License	54872	05/07/2019	05/23/2019	691.91
	GOVCONNECTION, INC///	56768678	Adobe License	54872	05/08/2019	05/23/2019	745.92
	PESTMASTER SERVICES///	1418569	Pest Control/Public Works	54909	05/07/2019	05/23/2019	35.00
							<b>1,472.83</b>
101-311.000-750.200							
	AT&T LONG DISTANCE///		Telephone Services 3/25-4/24	54846	04/26/2019	05/23/2019	50.73
	SAN DIEGO COUNTY///		P.W. Radio System Fees/April	54919	05/01/2019	05/23/2019	28.50
							<b>79.23</b>
101-311.000-750.400	Travel						
	EAN SERVICES, LLC///		Vehicle Rental/Ana Gutierrez	54863	04/30/2019	05/23/2019	133.22
							<b>133.22</b>
							<b>Total Dept. Engineering: 3,301.61</b>
<b>Dept: 411.000 Community</b>							
101-411.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 4/1-4/30 Bldg	54852	05/01/2019	05/23/2019	6.79
							<b>6.79</b>
							<b>Total Dept. Community Development: 6.79</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.300	Chemicals						
	IMPERIAL HARDWARE CO.,	551250/2	Liquid Acid	54880	05/08/2019	05/23/2019	43.06
							<b>43.06</b>
101-511.000-721.200	Other						
	HYDRAULICS & BEARING	16333	Hose	54876	05/08/2019	05/23/2019	18.58
	IMPERIAL HARDWARE CO.,	548720/2	Caution Tape	54880	04/12/2019	05/23/2019	29.06
	IMPERIAL HARDWARE CO.,	551317/2	Cement	54880	05/09/2019	05/23/2019	74.65
	IMPERIAL HARDWARE CO.,	551319/2	Chuck Key	54880	05/09/2019	05/23/2019	5.42
	IMPERIAL HARDWARE CO.,	551330/2	Cement	54880	05/09/2019	05/23/2019	74.65
							<b>202.36</b>
101-511.000-721.900	Small tools &						
	O'REILLY AUTO PARTS///		Bit Sets	54905	05/08/2019	05/23/2019	66.77
							<b>66.77</b>
101-511.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	4,160.00
	IMPERIAL IRRIGATION		Power Bills 3/27/19-4/25/19	54881	05/02/2019	05/23/2019	28.43
							<b>4,188.43</b>
101-511.000-740.400	Rent						
	ELMS EQUIPMENT///		Trailer Rental	54866	05/15/2019	05/23/2019	198.80

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							<b>198.80</b>
101-511.000-750.400	Travel VILLALOBOS/DAVID//		Reimb. Travel/Aquatic Facility	54933	05/17/2019	05/23/2019	305.99
							<b>305.99</b>
						<b>Total Dept. Parks:</b>	<b>5,005.41</b>
<b>Dept: 521.000</b>	<b>Recreation &amp; Lions</b>						
101-521.000-720.100	Office NATIONAL PEN CO, LLC/// TRANSACT TECHNOLOGIES		Pens	54901	05/09/2019	05/23/2019	113.31
		1334277	Cash Receipts Rolls	54927	05/07/2019	05/23/2019	142.57
							<b>255.88</b>
101-521.000-720.300	Chemicals UNIVAR USA, INC.///		Sodium Hypochlorite	54930	04/30/2019	05/23/2019	1,449.81
							<b>1,449.81</b>
101-521.000-721.200	Other IMPERIAL HARDWARE CO.,	551688/2	Torch Blade, Bit, Bolts	54880	05/13/2019	05/23/2019	33.78
							<b>33.78</b>
101-521.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	2,885.02
							<b>2,885.02</b>
101-521.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		187 425 2700 7 4/8/19-5/7/19	54923	05/09/2019	05/23/2019	49.51
							<b>49.51</b>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	54843	05/13/2019	05/23/2019	27.00
							<b>27.00</b>
						<b>Total Dept. Recreation &amp; Lions Center:</b>	<b>4,701.00</b>
<b>Dept: 521.100</b>	<b>Recreation Leagues</b>						
101-521.100-730.200	Technical LYONS/LORI// PADILLA/GISELLE//		SB Umpire 5/14, 5/16	54896	05/17/2019	05/23/2019	104.00
			SB Umpire 5/14/19	54908	05/17/2019	05/23/2019	26.00
							<b>130.00</b>
						<b>Total Dept. Recreation Leagues:</b>	<b>130.00</b>
<b>Dept: 522.000</b>	<b>Senior Citizens</b>						
101-522.000-721.200	Other IMPERIAL HARDWARE CO.,	551478/2	Toilet Seat, Putty, Strainer	54880	05/10/2019	05/23/2019	25.18
							<b>25.18</b>
101-522.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	380.06
							<b>380.06</b>
						<b>Total Dept. Senior Citizens Center:</b>	<b>405.24</b>
<b>Dept: 551.000</b>	<b>Library</b>						
101-551.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	678.52
							<b>678.52</b>
101-551.000-730.200	Technical PROTECTION ONE ALARM///		Alarm Monitoring 5/1-5/31/19	54912	05/05/2019	05/23/2019	49.39
							<b>49.39</b>
101-551.000-750.200							

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	AT&T-CALNET 3///		Telephone Services 4/12-5/11	54847	05/12/2019	05/23/2019	126.04
							<u>126.04</u>
							<b>Total Dept. Library: 853.95</b>
							<b>Total Fund General Fund: 48,174.28</b>
<b>Fund: 202 CDBG</b>							
<b>Dept: 650.549 15-HOME-10897</b>							
202-650.549-850.100 Loans							
	R. GARCIA CONSTRUCTION///		30% Completion/183 G Street	54913	05/17/2019	05/23/2019	44,055.00
							<u>44,055.00</u>
							<b>Total Dept. 15-HOME-10897 Program: 44,055.00</b>
							<b>Total Fund CDBG: 44,055.00</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-720.300 Chemicals							
	IMPERIAL HARDWARE CO.,	549655/2	Weed Killer, Broom/ROW	54880	04/23/2019	05/23/2019	95.01
							<u>95.01</u>
211-312.000-721.200 Other							
	IMPERIAL HARDWARE CO.,	549655/2	Weed Killer, Broom/ROW	54880	04/23/2019	05/23/2019	41.21
	SA-SO///	S19-0573	Battery/Beacon Lights	54918	03/29/2019	05/23/2019	759.23
							<u>800.44</u>
211-312.000-725.200 Electricity							
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	8,723.17
							<u>8,723.17</u>
211-312.000-740.100 Repair &							
	MARK DOWDEN WELDING	21151	Angle Trailer Repair	54898	05/14/2019	05/23/2019	35.07
							<u>35.07</u>
							<b>Total Dept. Street Maintenance &amp; 9,653.69</b>
							<b>Total Fund Gas Tax: 9,653.69</b>
<b>Fund: 213 SB 821 - Ped. &amp; Bic.</b>							
<b>Dept: 313.000 Bicycle &amp;</b>							
213-313.000-725.200 Electricity							
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	138.96
							<u>138.96</u>
							<b>Total Dept. Bicycle &amp; Pedestrian Fac.: 138.96</b>
							<b>Total Fund SB 821 - Ped. &amp; 138.96</b>
<b>Fund: 214 Downtown Parking</b>							
<b>Dept: 312.100 Downtown Parking</b>							
214-312.100-440.350 Parking fees							
	SHARON'S BOOKKEEPING		Refund Bus Lic #5050 Ovrpmt	54921	05/09/2019	05/23/2019	12.50
							<u>12.50</u>
							<b>Total Dept. Downtown Parking: 12.50</b>
							<b>Total Fund Downtown 12.50</b>
<b>Fund: 241 Bernardo Padilla</b>							
<b>Dept: 511.100 Parks, Landscape &amp;</b>							

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241-511.100-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	138.37
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	25.91
							<u>164.28</u>
							<b>Total Dept. Parks, Landscape &amp;</b>
							<b>164.28</b>
							<b>Total Fund Bernardo</b>
							<b>164.28</b>
<b>Fund: 243 CFD 05-1 Victoria Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
243-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	122.64
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	16.05
							<u>138.69</u>
							<b>Total Dept. Comm Fac Dist:</b>
							<b>138.69</b>
							<b>Total Fund CFD 05-1</b>
							<b>138.69</b>
<b>Fund: 244 CFD 05-4 Latigo Ranch</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
244-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	130.82
							<u>130.82</u>
							<b>Total Dept. Comm Fac Dist:</b>
							<b>130.82</b>
							<b>Total Fund CFD 05-4 Latigo</b>
							<b>130.82</b>
<b>Fund: 245 CFD 05-3 La Paloma</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
245-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	318.87
							<u>318.87</u>
							<b>Total Dept. Comm Fac Dist:</b>
							<b>318.87</b>
							<b>Total Fund CFD 05-3 La</b>
							<b>318.87</b>
<b>Fund: 246 CFD 06-1 Malan Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
246-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	106.29
							<u>106.29</u>
							<b>Total Dept. Comm Fac Dist:</b>
							<b>106.29</b>
							<b>Total Fund CFD 06-1 Malan</b>
							<b>106.29</b>
<b>Fund: 247 CFD 07-1 Luckey</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
247-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	130.82
							<u>130.82</u>
							<b>Total Dept. Comm Fac Dist:</b>
							<b>130.82</b>
							<b>Total Fund CFD 07-1</b>
							<b>130.82</b>

Fund: 248 CFD 07-2 Springhouse

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<b>Dept: 195.000 Comm Fac Dist</b>							
248-195.000-725.200	Electricity IMPERIAL IRRIGATION		Street Lights 4/5/19-5/6/19	54881	05/07/2019	05/23/2019	8.18
							<b>8.18</b>
<b>Total Dept. Comm Fac Dist:</b>							<b>8.18</b>
<b>Total Fund CFD 07-2</b>							<b>8.18</b>
<b>Fund: 451 Developer</b>							
<b>Dept: 312.400 Street construction</b>							
451-312.400-800.300	O'CONNELL/RAYMOND//		Wildcat Drive ROW Parcel No.	54836	05/22/2019	05/22/2019	20,000.00
							<b>20,000.00</b>
<b>Total Dept. Street construction:</b>							<b>20,000.00</b>
<b>Total Fund Developer</b>							<b>20,000.00</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.220	Fire hydrant ALLIED WASTE///		Refund Fire Hydrant Deposit/	54842	05/13/2019	05/23/2019	200.00
							<b>200.00</b>
<b>Total Dept. 000000:</b>							<b>200.00</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales ARMSTRONG/GUADALUPE &		Refund Ovrpmt 192 C Street	54845	05/14/2019	05/23/2019	55.71
							<b>55.71</b>
501-321.000-720.300	Chemicals KEMIRA WATER SOLUTIONS, POLYDYNE, INC./// POLYDYNE, INC./// UNIVAR USA, INC./// UNIVAR USA, INC.///		Ferric Sulfate	54891	04/25/2019	05/23/2019	5,840.67
		1347311	Clarifloc	54911	04/30/2019	05/23/2019	47.28
		1347311	Clarifloc	54911	04/30/2019	05/23/2019	1,351.06
			Sodium Hypochlorite	54930	03/07/2019	05/23/2019	55.92
			Sodium Hypochlorite	54930	03/07/2019	05/23/2019	4,473.78
							<b>11,768.71</b>
501-321.000-721.100	Uniforms K-C WELDING RENTALS,	112581	Safety Boots/Ralph Walker	54888	05/15/2019	05/23/2019	194.84
							<b>194.84</b>
501-321.000-721.200	Other MCNEECE BROS OIL MCNEECE BROS OIL	242654 247701	Oil Oil	54899 54899	02/07/2019 05/14/2019	05/23/2019 05/23/2019	982.42 11.46
							<b>993.88</b>
501-321.000-721.900	Small tools & CORE & MAIN LP///	K505450	Clamps, Wrench	54855	05/14/2019	05/23/2019	78.47
							<b>78.47</b>
501-321.000-725.100	Water I. I. D.///		Canal Water/Mansfield 3056449	54877	05/06/2019	05/23/2019	10,986.00
							<b>10,986.00</b>
501-321.000-725.400	Fuel MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	110.34
							<b>110.34</b>
501-321.000-730.200	Technical BABCOCK LABORATORIES,		Various Lab Testing/WTP	54849	05/06/2019	05/23/2019	425.00

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	IMPERIAL VALLEY	1558	Fluorescent Bulbs Disposal	54885	05/08/2019	05/23/2019	67.99
							<b>492.99</b>
501-321.000-740.100	Repair & ELMS EQUIPMENT///		Repair Blower	54866	05/03/2019	05/23/2019	73.68
	FIVE STAR ELECTRIC, INC.///	2539	Replace Selector Switch	54871	05/02/2019	05/23/2019	458.00
							<b>531.68</b>
501-321.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	54843	05/08/2019	05/23/2019	56.50
							<b>56.50</b>
501-321.000-740.400	Rent ELMS EQUIPMENT///		Thatcher Rental	54866	05/03/2019	05/23/2019	204.70
							<b>204.70</b>
501-321.000-750.200	A T & T///		Telephone Services 5/7-6/6	54838	05/07/2019	05/23/2019	5.30
	SAN DIEGO COUNTY///		P.W. Radio System Fees/April	54919	05/01/2019	05/23/2019	28.50
							<b>33.80</b>
							<b>Total Dept. Water Treatment: 25,507.62</b>
<b>Dept: 322.000</b>	<b>Water Distribution</b>						
501-322.000-720.600	Plumbing						
	CORE & MAIN LP///	K439998	Clamps, Valve Box	54855	04/26/2019	05/23/2019	407.57
	CORE & MAIN LP///	K470564	Registers	54855	04/26/2019	05/23/2019	13,250.67
	CORE & MAIN LP///	K541660	Angle Meter Valves	54855	05/10/2019	05/23/2019	801.41
	CORE & MAIN LP///	K541609	Clamps	54855	05/10/2019	05/23/2019	964.15
	CORE & MAIN LP///	K506384	Saddles	54855	05/08/2019	05/23/2019	868.93
	CORE & MAIN LP///	K505450	Clamps, Wrench	54855	05/14/2019	05/23/2019	706.46
	CORE & MAIN LP///	K505745	Clamps	54855	05/14/2019	05/23/2019	622.88
	CORE & MAIN LP///	K544919	Saddles, Corp Stops	54855	05/14/2019	05/23/2019	614.24
	CORE & MAIN LP///	K504808	Fire Hydrant, Gasket, Bolt Kit	54855	05/03/2019	05/23/2019	2,965.44
	CORE & MAIN LP///	J761808	Internals	54855	04/22/2019	05/23/2019	2,174.59
	CORE & MAIN LP///	K514495	Registers	54855	05/03/2019	05/23/2019	13,250.67
	CORE & MAIN LP///	K470588	Registers	54855	04/26/2019	05/23/2019	4,597.91
	CORE & MAIN LP///	K502534	Saddle	54855	05/03/2019	05/23/2019	429.04
							<b>41,653.96</b>
501-322.000-721.200	Other						
	CORE & MAIN LP///	K126270	Bolts, Nuts	54855	02/07/2019	05/23/2019	58.67
	CORE & MAIN LP///	K549111	Gasket, Bolt Kits	54855	05/13/2019	05/23/2019	204.04
	CORE & MAIN LP///	K433937	O-Rings	54855	05/08/2019	05/23/2019	246.18
	CORE & MAIN LP///	K504808	Fire Hydrant, Gasket, Bolt Kit	54855	05/03/2019	05/23/2019	34.40
	ELMS EQUIPMENT///		Blade	54866	05/08/2019	05/23/2019	71.99
	IMPERIAL HARDWARE CO.,	550468/2	Pin Punch, Tarp Straps	54880	05/01/2019	05/23/2019	31.23
	IMPERIAL HARDWARE CO.,	550697/2	Trash Bags	54880	05/03/2019	05/23/2019	31.01
	IMPERIAL TRUSS & LUMBER	B28814	Lumber	54883	05/14/2019	05/23/2019	25.01
	IMPERIAL TRUSS & LUMBER	B28759	Lumber, Tie Down	54883	05/10/2019	05/23/2019	196.49
	MALLORY SAFETY & SUPPLY	4639104	Gloves	54897	05/01/2019	05/23/2019	106.57
	NORTHEND AUTOPARTS,	640724	Trailer Lights	54902	05/13/2019	05/23/2019	83.14
	O'MALLEY PLUMBING/JIM//		Seal, Shovel	54903	05/07/2019	05/23/2019	18.32
	O'REILLY AUTO PARTS///		Tape	54905	05/15/2019	05/23/2019	24.11
	O'REILLY AUTO PARTS///		Adapter	54905	05/14/2019	05/23/2019	21.54
							<b>1,152.70</b>
501-322.000-721.900	Small tools & CORE & MAIN LP///	K512811	Probe	54855	05/03/2019	05/23/2019	105.14
	ELMS EQUIPMENT///		Saw	54866	05/08/2019	05/23/2019	988.50
	IMPERIAL HARDWARE CO.,	550412/2	Socket	54880	04/30/2019	05/23/2019	4.64
	NORTHEND AUTOPARTS,	640001	Sockets	54902	05/01/2019	05/23/2019	9.78
	O'MALLEY PLUMBING/JIM//		Seal, Shovel	54903	05/07/2019	05/23/2019	16.90

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>1,124.96</b>
501-322.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	31,091.98
							<b>31,091.98</b>
501-322.000-725.400	Fuel MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	2,699.26
							<b>2,699.26</b>
501-322.000-740.400	Rent RAILROAD MGT. CO. LLC/// RAILROAD MGT. CO. LLC///	386506 386507	12"Water Distribution Pipeline 12"Water Distribution Pipeline	54914 54914	01/30/2019 01/30/2019	05/23/2019 05/23/2019	521.85 521.85
							<b>1,043.70</b>
501-322.000-750.200	A T & T/// SAN DIEGO COUNTY/// UNDERGROUND SERVICE		Telephone Services 5/7-6/6 P.W. Radio System Fees/April Dig Alert Tickets	54838 54919 54928	05/07/2019 05/01/2019 05/01/2019	05/23/2019 05/23/2019 05/23/2019	33.03 28.50 71.05
							<b>132.58</b>
501-322.000-750.650	Taxes, Fees, UNDERGROUND SERVICE		CA State Fee for Regulatory	54928	05/01/2019	05/23/2019	29.45
							<b>29.45</b>
<b>Total Dept. Water Distribution:</b>							<b>78,928.59</b>
<b>Total Fund Water:</b>							<b>104,636.21</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-720.100	Office 360 BUSINESS PRODUCTS///		Pens, Markers, Note Pads	54837	05/01/2019	05/23/2019	91.13
							<b>91.13</b>
511-331.000-720.700	Construction IMPERIAL HARDWARE CO.,	550373/2	Concrete Mix	54880	04/30/2019	05/23/2019	27.09
							<b>27.09</b>
511-331.000-721.200	Other HAAKER EQUIPMENT CO., O'MALLEY PLUMBING/JIM// O'MALLEY PLUMBING/JIM// RDO EQUIPMENT CO./// USA BLUEBOOK, INC/// USA BLUEBOOK, INC///	C51407 54903 54903 P43019 874536 882431	Inserts Tube Eil Eil Dye Dye	54873 54903 54903 54915 54931 54931	05/01/2019 05/15/2019 05/16/2019 05/16/2019 04/22/2019 04/30/2019	05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019	424.90 81.67 10.97 2.09 264.94 219.39
							<b>1,003.96</b>
511-331.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	673.81
							<b>673.81</b>
511-331.000-725.400	Fuel MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	206.09
							<b>206.09</b>
511-331.000-730.200	Technical ORANGE COMMERCIAL ORANGE COMMERCIAL	9834 9834	Copper Analysis Copper Analysis	54907 54907	03/25/2019 03/25/2019	05/23/2019 05/23/2019	60.00 2,226.00
							<b>2,286.00</b>
511-331.000-750.200	A T & T/// SAN DIEGO COUNTY///		Telephone Services 5/7-6/6 P.W. Radio System Fees/April	54838 54919	05/07/2019 05/01/2019	05/23/2019 05/23/2019	167.18 28.50

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							<b>195.68</b>
<b>Total Dept. Wastewater Collection:</b>							<b>4,483.76</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-720.600	Plumbing						
	LABRUCHERIE IRRIGATION	177329c	Sprinklers	54893	05/09/2019	05/23/2019	125.16
	O'MALLEY PLUMBING/JIM//		Nipple, Union	54903	05/13/2019	05/23/2019	11.53
							<b>136.69</b>
511-332.000-721.100	Uniforms						
	K-C WELDING RENTALS,	111119	Safety Boots/Edgar Beltran	54888	04/12/2019	05/23/2019	199.72
							<b>199.72</b>
511-332.000-721.200	Other						
	ELMS EQUIPMENT///		Chain Loop	54866	05/09/2019	05/23/2019	44.80
	MCNEECE BROS OIL	246809	Clamp, Hose	54899	04/30/2019	05/23/2019	873.25
	NATIONAL INDUSTRIAL///	11272	Gloves	54900	04/26/2019	05/23/2019	444.65
	REDDY ICE, CORPORATION///		Ice	54916	05/08/2019	05/23/2019	121.49
	USA BLUEBOOK, INC///	870905	Filter, Buffer	54931	04/17/2019	05/23/2019	251.92
							<b>1,736.11</b>
511-332.000-725.100	Water						
	I. I. D.///		Canal Water/Oakley 3008245	54877	05/06/2019	05/23/2019	240.00
							<b>240.00</b>
511-332.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 4/3/19-5/1/19	54881	05/06/2019	05/23/2019	22,967.15
	IMPERIAL IRRIGATION		Power Bills 4/3/19-5/1/19	54881	05/05/2019	05/23/2019	4,484.83
							<b>27,451.98</b>
511-332.000-725.400	Fuel						
	MCNEECE BROS OIL	865721	Fuel/Public Works	54899	04/30/2019	05/23/2019	476.06
							<b>476.06</b>
511-332.000-730.200	Technical						
	DDP ELECTRIC, INC///	194	Troubleshoot VFD & Blower	54858	02/13/2019	05/23/2019	330.00
							<b>330.00</b>
511-332.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 2/1-4/30 WWTP	54852	05/01/2019	05/23/2019	43.29
	OK RUBBER TIRES///	67657	Tire Repair	54906	04/02/2019	05/23/2019	151.54
	RN ENTERPRISES///	2019-105	Instrumentation Removal	54917	05/14/2019	05/23/2019	450.00
	RN ENTERPRISES///	2019-104	Install SCADA Backup Power	54917	05/08/2019	05/23/2019	996.33
							<b>1,641.16</b>
511-332.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	54843	04/29/2019	05/23/2019	109.23
	ALSCO AMERICAN LINEN		Cleaning Services	54843	05/06/2019	05/23/2019	109.23
							<b>218.46</b>
511-332.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/April	54919	05/01/2019	05/23/2019	28.50
							<b>28.50</b>
<b>Total Dept. Wastewater treatment:</b>							<b>32,458.68</b>
<b>Total Fund Wastewater:</b>							<b>36,942.44</b>
<b>Fund: 531 Airport</b>							
<b>Dept: 351.000 Airport</b>							
531-351.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 4/3/19-5/1/19	54881	05/05/2019	05/23/2019	49.09
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	369.54

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							<b>418.63</b>
							<b>Total Dept. Airport: 418.63</b>
							<b>Total Fund Airport: 418.63</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 000.000</b>							
601-000.000-201.722	Rention - KNORR SYSTEMS, INC.///	SI208702-R	Pool Heater & CO2 Upgrades	54892	03/18/2019	05/23/2019	3,448.45
							<b>3,448.45</b>
							<b>Total Dept. 000000: 3,448.45</b>
<b>Dept: 801.000 Vehicle</b>							
601-801.000-720.400	Automotive						
	AUTO ZONE, INC. #2804///		Battery #202 Distribution	54848	05/14/2019	05/23/2019	141.06
	AUTO ZONE, INC. #2804///		Warranty/Battery	54848	05/14/2019	05/23/2019	-141.06
	AUTO ZONE, INC. #2804///		Return Door Handle	54848	03/08/2019	05/23/2019	-90.50
	AUTO ZONE, INC. #2804///		Switch #177 Parks	54848	04/03/2019	05/23/2019	12.92
	BRAWLEY TRACTOR	0032845	Nuts, Washers, Screw #77 Parks	54851	04/25/2019	05/23/2019	13.45
	EL CENTRO MOTORS///	5152641	Brake Pads #P171 PD	54865	05/08/2019	05/23/2019	75.36
	HAAKER EQUIPMENT CO.,	C51804	Gaskets, Strain Screens #104,	54873	05/02/2019	05/23/2019	256.72
	IMPERIAL TRUSS & LUMBER	B28386	Lumber #99 Parks	54883	04/25/2019	05/23/2019	156.48
	KEARNY MESA AUTOMOTIVE	525905	Liner, Retainer #A151 PD	54890	04/23/2019	05/23/2019	147.50
	NORTHEND AUTOPARTS,	639599	Strainer #14 Streets	54902	04/25/2019	05/23/2019	50.09
	NORTHEND AUTOPARTS,	639620	Battery #200 AC	54902	04/25/2019	05/23/2019	209.28
	NORTHEND AUTOPARTS,	639895	Filter #14 Streets	54902	04/30/2019	05/23/2019	10.85
	O'REILLY AUTO PARTS///		Filter #1151 PD	54905	05/02/2019	05/23/2019	31.12
	O'REILLY AUTO PARTS///		Diesel Exhaust Fluid #105	54905	05/09/2019	05/23/2019	30.15
	O'REILLY AUTO PARTS///		Filters/Shop	54905	05/07/2019	05/23/2019	14.06
	O'REILLY AUTO PARTS///		Housing #1151 PD	54905	05/07/2019	05/23/2019	322.63
	O'REILLY AUTO PARTS///		Sealant #63 Parks	54905	05/07/2019	05/23/2019	32.30
	O'REILLY AUTO PARTS///		O'Rings#1151 PD	54905	05/07/2019	05/23/2019	62.46
	O'REILLY AUTO PARTS///		Connector #1151 PD	54905	05/08/2019	05/23/2019	28.80
	O'REILLY AUTO PARTS///		Wiring #1151 PD	54905	05/08/2019	05/23/2019	88.64
	O'REILLY AUTO PARTS///		Cable, Oil Stabilizer #204 Sts	54905	05/09/2019	05/23/2019	62.35
	O'REILLY AUTO PARTS///		Return Wiring	54905	05/10/2019	05/23/2019	-88.64
	O'REILLY AUTO PARTS///		Filters/Shop	54905	05/13/2019	05/23/2019	9.44
	O'REILLY AUTO PARTS///		Filter #218 WTP	54905	05/14/2019	05/23/2019	17.56
	O'REILLY AUTO PARTS///		Belt, Pulley #201 Streets	54905	04/25/2019	05/23/2019	57.06
	O'REILLY AUTO PARTS///		Filter #A151 PD	54905	04/24/2019	05/23/2019	25.11
	SOUTH COAST	494010	Condensor Assembly #3991 FD	54922	05/02/2019	05/23/2019	892.30
	WYMORE, INC.///	1203236	Valve, Clamp #3912 FD	54937	03/27/2019	05/23/2019	57.73
							<b>2,485.22</b>
601-801.000-720.410	Tires						
	TIREHUB, LLC	7828729	Tires #219 WWTP	54926	05/03/2019	05/23/2019	602.01
	TIREHUB, LLC	7828746	Tires #P154 PD	54926	05/03/2019	05/23/2019	595.81
	TIREHUB, LLC	7939036	Tires #218 WTP	54926	05/13/2019	05/23/2019	602.01
							<b>1,799.83</b>
601-801.000-720.420	Oils &						
	MCNEECE BROS OIL	245829	Oil	54899	04/11/2019	05/23/2019	775.69
							<b>775.69</b>
601-801.000-720.500	Electrical						
	INTERSTATE BATTERY///		Batteries #933 PD, #208 Sts	54886	05/09/2019	05/23/2019	378.72
	INTERSTATE BATTERY///		Batteries #3914 FD	54886	05/09/2019	05/23/2019	485.32
	NORTHEND AUTOPARTS,	640762	Battery #33 Parks	54902	05/14/2019	05/23/2019	110.73
							<b>974.77</b>
601-801.000-721.200	Other						

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<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Check Date</b>	<b>Amount</b>
	K-C WELDING RENTALS,	25133	Frame Coupler #90 Parks	54888	04/30/2019	05/23/2019	32.31
	K-C WELDING RENTALS,	25144	Spool, Safety Chain #90 Parks	54888	05/01/2019	05/23/2019	136.81
	NORTHEND AUTOPARTS,	639987	Steel Welding/Shop	54902	05/01/2019	05/23/2019	10.76
	NORTHEND AUTOPARTS,	639989	Steel Welding/Shop	54902	05/01/2019	05/23/2019	86.20
	NORTHEND AUTOPARTS,	640709	Diesel Exhuast Fluid #214 Shop	54902	05/13/2019	05/23/2019	28.02
							<b>294.10</b>
601-801.000-725.400	Fuel						
	MCNEECE BROS OIL	865722	Fuel/Shop	54899	04/30/2019	05/23/2019	110.59
							<b>110.59</b>
601-801.000-730.200	Technical						
	ALL DATA//		Repair Series Software	54841	05/08/2019	05/23/2019	250.00
	EFR ENVIRONMENTAL		Used Oil Disposal	54864	05/02/2019	05/23/2019	149.00
							<b>399.00</b>
601-801.000-740.100	Repair &						
	ALARM COMMUNICATION	09298	Replace Resisters/Shop	54840	04/25/2019	05/23/2019	70.04
	DANIELS TIRE SERVICE//		Replace Oil Pump #204 Streets	54857	05/14/2019	05/23/2019	393.22
	ELMS EQUIPMENT///		Repair Chainsaw	54866	04/30/2019	05/23/2019	39.75
	ELMS EQUIPMENT///		Repair Trimmer	54866	04/30/2019	05/23/2019	84.09
							<b>587.10</b>
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	54843	05/06/2019	05/23/2019	37.26
	ALSCO AMERICAN LINEN		Uniform Cleaning Services/Shop	54843	05/06/2019	05/23/2019	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	54843	04/29/2019	05/23/2019	37.26
	ALSCO AMERICAN LINEN		Uniform Cleaning Services/Shop	54843	04/29/2019	05/23/2019	25.32
							<b>125.16</b>
							<b>Total Dept. Vehicle Maintenance Shop: 7,551.46</b>
<b>Dept: 802.000</b>	<b>Grounds &amp; Facility</b>						
601-802.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 3/29/19-4/26/19	54881	04/29/2019	05/23/2019	29.63
							<b>29.63</b>
							<b>Total Dept. Grounds &amp; Facility 29.63</b>
							<b>Total Fund Maintenance: 11,029.54</b>
							<b>Grand Total: 276,059.20</b>

*TKS*  
*5/23/19*

Check Register Report

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54955	05/31/2019	Printed	B364	360 BUSINESS PRODUCTS	Tabs, Staples	31.85
54956	05/31/2019	Printed	A242	A T & T	Install Workstations/Police	2,960.00
54957	05/31/2019	Printed	A0711	AA ELECTRIC	Replace Lights/Lions Center	2,060.62
54958	05/31/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	197.49
54959	05/31/2019	Printed	A754	VALERIE ARAGON	Refund Deposit 1008 Mendibles	195.56
54960	05/31/2019	Printed	A091	JESUS & YOLANDA ARROYO	Rfnd Ovrpmt 151 C Street	142.92
54961	05/31/2019	Printed	A901	AT&T-CALNET 3	Telephone Services 4/20-5/19	3,205.50
54962	05/31/2019	Printed	A784	AT&T	Telephone Service/Teen Center	154.55
54963	05/31/2019	Printed	A592	AUTO ZONE, INC. #2804	Filter, Oil, Plug, Drain	81.16
54964	05/31/2019	Printed	A0665	RICHARD L AVILA	Refund Deposit 665 S Adams St	165.56
54965	05/31/2019	Printed	B251	BAKER & TAYLOR, INC.	Books	1,413.65
54966	05/31/2019	Printed	B230	BLACKSTONE AUDIO, INC	Book on CD	150.00
54967	05/31/2019	Printed	B684	LAURA P. BLAKE	Strong Circuit Instructor P.M.	314.50
54968	05/31/2019	Printed	B411	BSN SPORTS, LLC	Softballs	111.31
54969	05/31/2019	Printed	B217	CRAIG BURCH	Refund Deposit 124 W J Street	43.78
54970	05/31/2019	Printed	C1238	CALIFORNIA RESERVE PEACE	Membership/S. Chin, A, Valdez,	356.00
54971	05/31/2019	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease/Finance	1,957.76
54972	05/31/2019	Printed	C441	JEFFERY CAUDILL	Refund Deposit 257 J Street	658.04
54973	05/31/2019	Printed	C226	CHIEF SUPPLY, INC.	Return Drug Test Kits	12.45
54974	05/31/2019	Printed	C1251	CHRISTINE COOK	Refund Deposit 1251 Adler St	223.76
54975	05/31/2019	Printed	C8487	CUMMINS SALES AND SERVICES	Actuator Kit #3991 FD	1,055.46
54976	05/31/2019	Printed	D1284	MELISSA DE LA MORA	Refund Deposit 220 E Street	79.88
54977	05/31/2019	Printed	D178	DIRECTV, LLC	Acct# 007659085 4/15-5/14	393.23
54978	05/31/2019	Printed	X169	EXIT IMPERIAL REALTY	Refund Deposit 851 W Legion Rd	241.54
54979	05/31/2019	Printed	F770	BECKI FARRIS	Refund Deposit 770 Birch St	195.26
54980	05/31/2019	Printed	F342	RAYMOND FAVELA	Refund Deposit 342 W B Street	101.31
54981	05/31/2019	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	35.55
54982	05/31/2019	Printed	F351	FERNANDO RUIZ, INC	Hazardous Material Business	1,250.00
54983	05/31/2019	Printed	F266	FIRE ETC., INC.	Boots	107.75
54984	05/31/2019	Printed	F309	OREN FOX	Rfnd Ovrpmt 205 Allen Street	5.28
54985	05/31/2019	Printed	F409	FULLCOURT PRESS	A/P Checks	1,096.65
54986	05/31/2019	Printed	G1337	ART GARCIA	Refund Deposit 1337 Rubio St	151.80
54987	05/31/2019	Printed	G750	GOVCONNECTION, INC	ProSupport Software	18,005.03
54988	05/31/2019	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	29.00
54989	05/31/2019	Printed	I334	IMAGING SUPPLY CENTER	Toner	317.95
54990	05/31/2019	Void	05/31/2019		Void Check	0.00
54991	05/31/2019	Void	05/31/2019		Void Check	0.00
54992	05/31/2019	Void	05/31/2019		Void Check	0.00
54993	05/31/2019	Printed	I301	IMPERIAL HARDWARE CO., INC.	Finishing Stain, Brush, Paddle	1,563.31
54994	05/31/2019	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 3/6/19-4/2/19	23,567.80
54995	05/31/2019	Printed	I443	IMPERIAL PRINTERS	Window Envelopes	397.72
54996	05/31/2019	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Students	64.89
54997	05/31/2019	Printed	I415	IMPERIAL VALLEY CONSERVATION	Eagle Scout Fence Project	500.00
54998	05/31/2019	Printed	I567	IMPERIAL VALLEY PRESS	Ad/Sts & Utilities Maintenance	4,142.79
54999	05/31/2019	Printed	I232	IV BLDRS	Rfnd Ovrpmt 938 2nd Street	234.20
55000	05/31/2019	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Teen Center	80.97
55001	05/31/2019	Printed	J371	JOHNSON CONTROLS SECURITY	Alarm Monitoring 6/1-6/30/19	218.91
55002	05/31/2019	Printed	J135	DANIEL JUAREZ	Refund Deposit 1355 Rubio St	233.50
55003	05/31/2019	Printed	K003	JAVIERREY KATZENSTEIN	Reimb. Travel/SCLLN Meeting	59.18
55004	05/31/2019	Printed	K793	KME FIRE APPARATUS	Washer Nozzle	46.98
55005	05/31/2019	Printed	K543	KNORR SYSTEMS, INC.	Gasket. Bolts, Nuts, Washers	163.69
55006	05/31/2019	Printed	L253	LOWE'S HIW INC.	Surface Cleaner	153.23
55007	05/31/2019	Printed	L009	LORI LYONS	SB Umpire	52.00
55008	05/31/2019	Printed	M944	JAQUELINE MACIAS	Zumba Instructor P.M. Apr 2019	170.00

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
55009	05/31/2019	Printed	M086	MASTER METER, INC.	Annual Support & Maintenance	1,750.00
55010	05/31/2019	Printed	M966	ADRIAN MEDINA	Rfnd Deposit 1012 Mendibles Ct	120.14
55011	05/31/2019	Printed	N126	NORMA NARANJO	Refund Deposit 1033 CDVI	78.77
55012	05/31/2019	Printed	N947	WALTER NGUYEN	Refund Deposit 1007 Alamo St	227.72
55013	05/31/2019	Printed	N417	NUCO2	CO2 Bulk	183.59
55014	05/31/2019	Printed	O378	JIM O'MALLEY PLUMBING	Solenoid, Irritrol Lever	344.65
55015	05/31/2019	Printed	O901	ORANGE COMMERCIAL CREDIT	Copper Analysis	3,386.00
55016	05/31/2019	Printed	P765	PACKERS MINI STORAGE	Storage Unit B209 Rent/May,	126.00
55017	05/31/2019	Printed	P110	PESTMASTER SERVICES	Pest Control/Lions Center	45.00
55018	05/31/2019	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	57.19
55019	05/31/2019	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 4/1-4/30/19	100.52
55020	05/31/2019	Printed	R814	RANEY PLANNING & MANAGEMENT	Home Annual Monitoring 2019	3,983.50
55021	05/31/2019	Printed	R271	RECORDED BOOKS, LLC	Books on CD	184.25
55022	05/31/2019	Printed	R168	ROTO ROOTER	Unclogged P-Trap/Police Dept	85.00
55023	05/31/2019	Printed	R760	RR DONNELLEY	Warning Notice/120 Hours	160.43
55024	05/31/2019	Printed	S252	JOHN J SANDOVAL	Reimb. Travel/Emergency	54.00
55025	05/31/2019	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 4/10-5/9/19	2,761.23
55026	05/31/2019	Printed	S694	STAPLES BUSINESS CREDIT	Binder, USB	69.98
55027	05/31/2019	Printed	S0113	SUN LANDSCAPE INC	Add Decompose Granite	1,963.00
55028	05/31/2019	Printed	T096	ERNESTO TANORI	SB Umpire 5/23/19	52.00
55029	05/31/2019	Printed	T418	ADRIAN & ANA TAPIA	Refund Deposit 351 I Street	81.93
55030	05/31/2019	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	3,428.40
55031	05/31/2019	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	1,841.87
55032	05/31/2019	Printed	V079	VERIZON WIRELESS SERVICES L	Cell Phone Charges/Various	689.62
55033	05/31/2019	Printed	W221	WAL-MART STORES, INC. #01-1555	Paint, Towels	290.29
55034	05/31/2019	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	658.00
55035	05/31/2019	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Acetylene, Oxygen Tanks/F.D.1	592.79
55036	05/31/2019	Printed	Y341	YUMA OVERHEAD DOOR CO, INC	Repair Door/FD #2	416.24

**Total Checks: 82**

**Checks Total (excluding void checks):**

**92,883.43**

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<b>Fund: 101 General Fund</b>							
<b>Dept: 111.000 City Council</b>							
101-111.000-721.110	Food and PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	55018	05/24/2019	05/31/2019	17.79
							<b>17.79</b>
101-111.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	551770/2 551793/2	Plywood, Screwdriver Set Finishing Stain, Brush, Paddle	54993 54993	05/14/2019 05/14/2019	05/31/2019 05/31/2019	43.61 7.91
							<b>51.52</b>
101-111.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Variou	55032	05/10/2019	05/31/2019	262.94
							<b>262.94</b>
101-111.000-750.401	Travel - S.C. IMPERIAL VALLEY		Eagle Scout Fence Project	54997	04/19/2019	05/31/2019	100.00
							<b>100.00</b>
101-111.000-750.402	Travel - N.J. IMPERIAL VALLEY		Eagle Scout Fence Project	54997	04/19/2019	05/31/2019	100.00
							<b>100.00</b>
101-111.000-750.403	Travel - G.N. IMPERIAL VALLEY		Eagle Scout Fence Project	54997	04/19/2019	05/31/2019	100.00
							<b>100.00</b>
101-111.000-750.404	Travel - H.N. IMPERIAL VALLEY		Eagle Scout Fence Project	54997	04/19/2019	05/31/2019	100.00
							<b>100.00</b>
101-111.000-750.405	Travel - D.W. IMPERIAL VALLEY		Eagle Scout Fence Project	54997	04/19/2019	05/31/2019	100.00
							<b>100.00</b>
<b>Total Dept. City Council:</b>							<b>832.25</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-750.210	Postage FEDERAL EXPRESS CORP./// UNITED STATES POSTAL	6-556-42451	Mailings - City Clerk City Hall Postage Refill	54981 55030	05/17/2019 05/29/2019	05/31/2019 05/31/2019	35.55 38.15
							<b>73.70</b>
101-112.000-750.300	Advertising & IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS///	11267845 11275087 11277531 11277128 11281914 11282310	Ad/Lifeguards Invitation to Bidders/Chemical Ad/Communications Dispatcher Invitation to Bidders/Rio Notice of Public Hearing/ Ad/Sts & Utilities Maintenance	54998 54998 54998 54998 54998 54998	04/02/2019 04/08/2019 04/16/2019 04/17/2019 04/19/2019 04/30/2019	05/31/2019 05/31/2019 05/31/2019 05/31/2019 05/31/2019 05/31/2019	700.88 754.36 335.32 1,472.13 286.86 593.24
							<b>4,142.79</b>
101-112.000-750.400	Travel PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	55018	05/24/2019	05/31/2019	30.17
							<b>30.17</b>
<b>Total Dept. City Clerk:</b>							<b>4,246.66</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-720.100	Office 360 BUSINESS PRODUCTS/// FULLCOURT PRESS/// IMPERIAL PRINTERS///		Tabs, Staples A/P Checks Window Envelopes	54955 54985 54995	05/17/2019 05/17/2019 04/18/2019	05/31/2019 05/31/2019 05/31/2019	24.98 1,096.65 174.08

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							<b>1,295.71</b>
101-151.000-740.400	Rent CANON FINANCIAL	20086135	Copier Lease/Finance	54971	05/13/2019	05/31/2019	113.40
							<b>113.40</b>
101-151.000-750.200	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	37.99
							<b>37.99</b>
101-151.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	156.35
							<b>156.35</b>
							<b>Total Dept. Finance: 1,603.45</b>
<b>Dept: 152.000</b>	<b>Utility Billing</b>						
101-152.000-720.100	Office 360 BUSINESS PRODUCTS/// IMPERIAL PRINTERS///		Tabs, Staples 19-1532 Window Envelopes	54955 54995	05/17/2019 04/18/2019	05/31/2019 05/31/2019	6.87 174.07
							<b>180.94</b>
101-152.000-740.400	Rent CANON FINANCIAL	20086135	Copier Lease/Finance	54971	05/13/2019	05/31/2019	113.40
							<b>113.40</b>
101-152.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	3,023.90
							<b>3,023.90</b>
							<b>Total Dept. Utility Billing: 3,318.24</b>
<b>Dept: 153.000</b>	<b>Personnel</b>						
101-153.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	22.50
							<b>22.50</b>
							<b>Total Dept. Personnel: 22.50</b>
<b>Dept: 171.000</b>	<b>Planning</b>						
101-171.000-730.200	Technical PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	55018	05/24/2019	05/31/2019	6.00
							<b>6.00</b>
101-171.000-750.200	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	0.39
							<b>0.39</b>
101-171.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	58.00
							<b>58.00</b>
							<b>Total Dept. Planning: 64.39</b>
<b>Dept: 181.000</b>	<b>Information</b>						
101-181.000-721.200	Other GOVCONNECTION, INC/// GOVCONNECTION, INC///	56789250 56804617	Mount Kit, Antenna Battery Backup, Outlet Plate	54987 54987	05/15/2019 05/21/2019	05/31/2019 05/31/2019	159.78 5.06
							<b>164.84</b>
101-181.000-721.900	Small tools & GOVCONNECTION, INC///	56804617	Battery Backup, Outlet Plate	54987	05/21/2019	05/31/2019	114.40
							<b>114.40</b>
101-181.000-730.200	Technical						

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	GOVCONNECTION, INC///	56800226	Firewall Annual Support	54987	05/20/2019	05/31/2019	11,400.92
	GOVCONNECTION, INC///	56757308	ProSupport Software	54987	05/03/2019	05/31/2019	6,324.87
							<b>17,725.79</b>
							<b>Total Dept. Information technology: 18,005.03</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-721.200	Other						
	PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	55018	05/24/2019	05/31/2019	3.23
							<b>3.23</b>
101-191.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	551770/2	Plywood, Screwdriver Set	54993	05/14/2019	05/31/2019	19.18
							<b>19.18</b>
101-191.000-730.200	Technical						
	JOHNSON CONTROLS	32526853	Alarm Monitoring 6/1-6/30/19	55001	05/11/2019	05/31/2019	218.91
	PROTECTION ONE ALARM///		Alarm Monitoring 4/1-4/30/19	55019	04/03/2019	05/31/2019	51.13
							<b>270.04</b>
101-191.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	54958	05/22/2019	05/31/2019	33.14
							<b>33.14</b>
101-191.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	368.65
							<b>368.65</b>
							<b>Total Dept. Non-departmental: 694.24</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-720.100	Office						
	RR DONNELLEY///		Warning Notice/120 Hours	55023	05/14/2019	05/31/2019	160.43
							<b>160.43</b>
101-211.000-721.200	Other						
	CHIEF SUPPLY, INC.///	166401	Drug Test Kits	54973	03/13/2019	05/31/2019	188.05
	CHIEF SUPPLY, INC.///	9692	Return Drug Test Kits	54973	04/03/2019	05/31/2019	-175.60
	IMPERIAL HARDWARE CO.,	552599/2	Quick Link, Pulley	54993	05/22/2019	05/31/2019	6.77
							<b>19.22</b>
101-211.000-740.100	Repair &						
	CANON FINANCIAL	20086137	Copier Leases, Usage/Police	54971	05/13/2019	05/31/2019	583.04
	ROTO ROOTER///	148598	Unclogged P-Trap/Police Dept	55022	05/17/2019	05/31/2019	85.00
							<b>668.04</b>
101-211.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	54958	05/22/2019	05/31/2019	137.35
							<b>137.35</b>
101-211.000-740.400	Rent						
	CANON FINANCIAL	20086137	Copier Leases, Usage/Police	54971	05/13/2019	05/31/2019	459.74
							<b>459.74</b>
101-211.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	668.59
							<b>668.59</b>
101-211.000-750.600							
	CALIFORNIA RESERVE	1900329	Membership/S. Chin, A, Valdez,	54970	05/08/2019	05/31/2019	356.00
							<b>356.00</b>
							<b>Total Dept. Police Protection: 2,469.37</b>
<b>Dept: 211.300 Graffiti Abatement</b>							

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101-211.300-721.200	Other						
	IMPERIAL HARDWARE CO.,	552164/2	Spray Paint	54993	05/17/2019	05/31/2019	9.29
	WAL-MART STORES, INC.	07434	Paint, Towels	55033	05/21/2019	05/31/2019	66.59
							<b>75.88</b>
							<b>Total Dept. Graffiti Abatement: 75.88</b>
<b>Dept: 221.000</b>	<b>Fire Department</b>						
101-221.000-720.100	Office						
	IMAGING SUPPLY CENTER///	8578R	Toner	54989	02/16/2019	05/31/2019	317.95
	IMPERIAL PRINTERS///	19-1655	Business Cards/Mike York	54995	04/20/2019	05/31/2019	49.57
							<b>367.52</b>
101-221.000-720.400	Automotive						
	AUTO ZONE, INC. #2804///		Filter, Oil, Plug, Drain	54963	05/21/2019	05/31/2019	28.62
							<b>28.62</b>
101-221.000-720.800	Janitorial						
	WAXIE SANITARY SUPPLY///	78259175	Janitorial Supplies	55034	05/07/2019	05/31/2019	25.24
							<b>25.24</b>
101-221.000-721.100	Uniforms						
	FIRE ETC., INC.///	129993	Boots	54983	05/23/2019	05/31/2019	107.75
							<b>107.75</b>
101-221.000-721.200	Other						
	AUTO ZONE, INC. #2804///		Filter, Oil, Plug, Drain	54963	05/21/2019	05/31/2019	16.15
	IMPERIAL HARDWARE CO.,	542967/2	Shovel, Screw, Tie Plate	54993	02/12/2019	05/31/2019	15.05
	IMPERIAL HARDWARE CO.,	550884/2	Propane	54993	05/04/2019	05/31/2019	13.82
	IMPERIAL HARDWARE CO.,	550987/2	Gloves	54993	05/06/2019	05/31/2019	15.51
	KME FIRE APPARATUS///	ca 547249	Washer Nozzle	55004	01/21/2019	05/31/2019	46.98
							<b>107.51</b>
101-221.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	542967/2	Shovel, Screw, Tie Plate	54993	02/12/2019	05/31/2019	12.60
							<b>12.60</b>
101-221.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		015 325 6300 2 3/12-4/10/19	55025	04/12/2019	05/31/2019	16.51
	SOUTHERN CALIFORNIA GAS		015 325 6300 2 4/10-5/9/19	55025	05/13/2019	05/31/2019	15.45
							<b>31.96</b>
101-221.000-730.200	Technical						
	I. V. TERMITE & PEST	0268095	Pest Control Svcs F.D. #1	54988	05/17/2019	05/31/2019	29.00
							<b>29.00</b>
101-221.000-740.100	Repair &						
	CANON FINANCIAL	20086131	Copier Lease, Usage/FD #2	54971	05/13/2019	05/31/2019	14.94
							<b>14.94</b>
101-221.000-740.400	Rent						
	CANON FINANCIAL	20086131	Copier Lease, Usage/FD #2	54971	05/13/2019	05/31/2019	72.64
	WESTAIR GASES &	80248272	Acetylene, Oxygen Tanks/F.D.1	55035	04/30/2019	05/31/2019	179.40
							<b>252.04</b>
101-221.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	156.00
	DIRECTV, LLC///		Acct# 007659085 5/15-6/14	54977	05/16/2019	05/31/2019	185.78
	DIRECTV, LLC///		Acct# 007659085 4/15-5/14	54977	04/16/2019	05/31/2019	207.45
							<b>549.23</b>
101-221.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	66.00

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							<u>66.00</u>
101-221.000-750.400	Travel						
	SANDOVAL/JOHN J//		Reimb. Travel/Emergency	55024	05/28/2019	05/31/2019	54.00
							<u>54.00</u>
							<b>Total Dept. Fire Department: 1,646.41</b>
<b>Dept: 221.100</b>	<b>Fire Station #2</b>						
101-221.100-720.800	Janitorial						
	WAXIE SANITARY SUPPLY///	79259173	Janitorial Supplies	55034	05/07/2019	05/31/2019	79.12
							<u>79.12</u>
101-221.100-721.200	Other						
	AUTO ZONE, INC. #2804///		Diesel Exhaust Fluid,	54963	05/26/2019	05/31/2019	36.39
	IMPERIAL HARDWARE CO.,	552495/2	Film Gard Sheeting	54993	05/21/2019	05/31/2019	77.57
	IMPERIAL HARDWARE CO.,	535764/2	Bulbs	54993	11/27/2018	05/31/2019	15.49
	IMPERIAL HARDWARE CO.,	552879/2	Filters	54993	05/24/2019	05/31/2019	9.27
	IMPERIAL HARDWARE CO.,	551698/2	Starter Rope	54993	05/13/2019	05/31/2019	0.41
	IMPERIAL HARDWARE CO.,	551920/2	Hole Saw, Pipe	54993	05/15/2019	05/31/2019	14.38
	WESTAIR GASES &	10858193	Oxygen Tanks/F.D. 2	55035	04/22/2019	05/31/2019	278.39
							<u>431.90</u>
101-221.100-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	551920/2	Hole Saw, Pipe	54993	05/15/2019	05/31/2019	8.43
							<u>8.43</u>
101-221.100-740.100	Repair &						
	YUMA OVERHEAD DOOR CO,	63029	Repair Door/FD #2	55036	05/10/2019	05/31/2019	416.24
							<u>416.24</u>
101-221.100-740.400	Rent						
	WESTAIR GASES &	80248271	Oxygen Tanks/F.D. 2	55035	04/30/2019	05/31/2019	135.00
							<u>135.00</u>
							<b>Total Dept. Fire Station #2: 1,070.69</b>
<b>Dept: 231.000</b>	<b>Building Inspection</b>						
101-231.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	139.55
							<u>139.55</u>
101-231.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	48.50
							<u>48.50</u>
							<b>Total Dept. Building Inspection: 188.05</b>
<b>Dept: 311.000</b>	<b>Engineering</b>						
101-311.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	783.81
	VERIZON WIRELESS		Cell Phone Charges/Variou	55032	05/10/2019	05/31/2019	60.98
							<u>844.79</u>
101-311.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	1.00
							<u>1.00</u>
							<b>Total Dept. Engineering: 845.79</b>
<b>Dept: 411.000</b>	<b>Community</b>						
101-411.000-730.100	Professional						
	RANEY PLANNING &	8770	Home Annual Monitoring 2019	55020	05/10/2019	05/31/2019	3,983.50
							<u>3,983.50</u>

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101-411.000-750.200	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	139.56
							<b>139.56</b>
							<b>Total Dept. Community Development: 4,123.06</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.800	Janitorial						
	LOWE'S HIW INC.///	01604	Surface Cleaner	55006	05/16/2019	05/31/2019	153.23
	WAL-MART STORES, INC.	04746	Trash Bags, All Purpose	55033	05/22/2019	05/31/2019	97.23
							<b>250.46</b>
101-511.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	551730/2	Padlocks	54993	05/13/2019	05/31/2019	25.48
	IMPERIAL HARDWARE CO.,	552141/2	Sand	54993	05/17/2019	05/31/2019	37.93
	IMPERIAL HARDWARE CO.,	552202/2	Planting Mix	54993	05/17/2019	05/31/2019	5.81
	IMPERIAL HARDWARE CO.,	552350/2	Key	54993	05/20/2019	05/31/2019	2.70
	IMPERIAL HARDWARE CO.,	551708/2	Bolts	54993	05/13/2019	05/31/2019	5.00
	IMPERIAL HARDWARE CO.,	551818/2	Cable, Rope Clips	54993	05/14/2019	05/31/2019	54.67
							<b>131.59</b>
101-511.000-740.100	Repair &						
	AA ELECTRIC///	116	Replace Bulbs/Gonzales Park	54957	05/03/2019	05/31/2019	744.98
	AA ELECTRIC///	118	Install Floods/Gonzales Park	54957	05/12/2019	05/31/2019	919.36
	AA ELECTRIC///	103	Replace Lights/Lions Center	54957	03/15/2019	05/31/2019	396.28
							<b>2,060.62</b>
							<b>Total Dept. Parks: 2,442.67</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-720.100	Office						
	STAPLES BUSINESS		Binder, USB	55026	03/13/2019	05/31/2019	69.98
							<b>69.98</b>
101-521.000-720.300	Chemicals						
	NUCO2///	670470	CO2 Bulk	55013	05/06/2019	05/31/2019	183.59
	UNIVAR USA, INC.///		Sodium Hypochlorite	55031	05/16/2019	05/31/2019	1,841.87
							<b>2,025.46</b>
101-521.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	551722/2	Shovel, Sprinkler, Caulk Gun	54993	05/13/2019	05/31/2019	12.60
							<b>12.60</b>
101-521.000-720.800	Janitorial						
	WAL-MART STORES, INC.	04746	Trash Bags, All Purpose	55033	05/22/2019	05/31/2019	112.46
	WAXIE SANITARY SUPPLY///	78265291	Janitorial Supplies	55034	05/09/2019	05/31/2019	456.29
	WAXIE SANITARY SUPPLY///	78266567	Janitorial Supplies	55034	05/09/2019	05/31/2019	97.35
							<b>666.10</b>
101-521.000-721.200	Other						
	KNORR SYSTEMS, INC.///	SI211747	Gasket. Bolts, Nuts, Washers	55005	05/09/2019	05/31/2019	163.69
	WAL-MART STORES, INC.	04746	Trash Bags, All Purpose	55033	05/22/2019	05/31/2019	14.01
							<b>177.70</b>
101-521.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	879955/2	Ladder	54993	05/22/2019	05/31/2019	254.28
	IMPERIAL HARDWARE CO.,	551722/2	Shovel, Sprinkler, Caulk Gun	54993	05/13/2019	05/31/2019	31.92
							<b>286.20</b>
101-521.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		189 525 2700 2 4/8/19-5/7/19	55025	05/09/2019	05/31/2019	2,675.77
	SOUTHERN CALIFORNIA GAS		193 926 4200 5 4/10-5/9/19	55025	05/13/2019	05/31/2019	53.50
							<b>2,729.27</b>

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101-521.000-730.200	Technical						
	JADE SECURITY SYSTEMS,	0155044	Alarm Monitoring/Teen Center	55000	05/10/2019	05/31/2019	80.97
	PESTMASTER SERVICES///	1419148	Pest Control/Lions Center	55017	05/23/2019	05/31/2019	45.00
							<b>125.97</b>
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	54958	05/20/2019	05/31/2019	27.00
							<b>27.00</b>
101-521.000-740.400	Rent						
	CANON FINANCIAL	20086132	Copier Lease/Parks & Rec Dept	54971	05/13/2019	05/31/2019	178.20
	CANON FINANCIAL	20086134	Fax Board Lease/Parks	54971	05/13/2019	05/31/2019	14.90
							<b>193.10</b>
101-521.000-750.200							
	AT&T///		Telephone Service/Teen Center	54962	05/06/2019	05/31/2019	154.55
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	223.31
							<b>377.86</b>
101-521.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	13.50
							<b>13.50</b>
							<b>Total Dept. Recreation &amp; Lions Center: 6,704.74</b>
<b>Dept: 521.100</b>	<b>Recreation Leagues</b>						
101-521.100-721.200	Other						
	BSN SPORTS, LLC///		Softballs	54968	05/08/2019	05/31/2019	111.31
							<b>111.31</b>
101-521.100-730.200	Technical						
	BLAKE/LAURA P.//		Zumba Instructor A.M. Apr 2019	54967	05/22/2019	05/31/2019	233.75
	BLAKE/LAURA P.//		Strong Circuit Instructor P.M.	54967	05/22/2019	05/31/2019	80.75
	LYONS/LORI//		SB Umpire	55007	05/24/2019	05/31/2019	52.00
	MACIAS/JAQUELINE//	7013170	Zumba Instructor P.M. Feb 2019	55008	05/22/2019	05/31/2019	85.00
	MACIAS/JAQUELINE//	7013171	Zumba Instructor P.M. Apr 2019	55008	05/22/2019	05/31/2019	85.00
	TANORI/ERNESTO//		SB Umpire 5/16/19	55028	05/17/2019	05/31/2019	26.00
	TANORI/ERNESTO//		SB Umpire 5/23/19	55028	05/24/2019	05/31/2019	26.00
							<b>588.50</b>
							<b>Total Dept. Recreation Leagues: 699.81</b>
<b>Dept: 522.000</b>	<b>Senior Citizens</b>						
101-522.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	29.63
							<b>29.63</b>
							<b>Total Dept. Senior Citizens Center: 29.63</b>
<b>Dept: 551.000</b>	<b>Library</b>						
101-551.000-720.210	Audiovisual						
	BLACKSTONE AUDIO, INC///	1112746	Book on CD	54966	04/29/2019	05/31/2019	50.00
	BLACKSTONE AUDIO, INC///	1116118	Book on CD	54966	05/15/2019	05/31/2019	50.00
	BLACKSTONE AUDIO, INC///	1113914	Book on CD	54966	05/03/2019	05/31/2019	50.00
	RECORDED BOOKS, LLC///	76224924	Books on CD	55021	05/07/2019	05/31/2019	184.25
							<b>334.25</b>
101-551.000-730.200	Technical						
	IMPERIAL VALLEY		Work Study Students	54996	05/17/2019	05/31/2019	64.89
	PROTECTION ONE ALARM///		Alarm Monitoring 4/1-4/30/19	55019	04/03/2019	05/31/2019	49.39
							<b>114.28</b>
101-551.000-740.100	Repair &						
	CANON FINANCIAL	20086136	Copier Lease, Usage/Library	54971	05/13/2019	05/31/2019	196.36

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							<b>196.36</b>
101-551.000-740.400	Rent						
	CANON FINANCIAL	20086136	Copier Lease, Usage/Library	54971	05/13/2019	05/31/2019	211.14
	PACKERS MINI STORAGE///		Storage Unit B209 Rent/May,	55016	04/19/2019	05/31/2019	126.00
							<b>337.14</b>
101-551.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	86.02
							<b>86.02</b>
101-551.000-750.400	Travel						
	KATZENSTEIN/JAVIERREY//		Reimb. Travel/SCLLN Meeting	55003	05/28/2019	05/31/2019	59.18
							<b>59.18</b>
							<b>Total Dept. Library: 1,127.23</b>
<b>Dept: 551.100 Library Grant -</b>							
101-551.100-750.200							
	VERIZON WIRELESS		Cell Phone Charges/Various	55032	05/10/2019	05/31/2019	53.74
							<b>53.74</b>
							<b>Total Dept. Library Grant - LAMBS: 53.74</b>
							<b>Total Fund General Fund: 50,263.83</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-720.600	Plumbing						
	O'MALLEY PLUMBING/JIM//		Solenoid, Irritrol Lever	55014	05/17/2019	05/31/2019	116.00
							<b>116.00</b>
211-312.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	551649/2	Tray Liner, Roller Cover/Curbs	54993	05/13/2019	05/31/2019	17.92
	IMPERIAL HARDWARE CO.,	551764/2	Tubing, Terminal Kit/Traffic	54993	05/14/2019	05/31/2019	23.05
	IMPERIAL HARDWARE CO.,	551709/2	Bolts, Washers, Nuts/Traffic	54993	05/13/2019	05/31/2019	96.95
	O'MALLEY PLUMBING/JIM//		Controllers	55014	05/01/2019	05/31/2019	228.65
							<b>366.57</b>
211-312.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	551764/2	Tubing, Terminal Kit/Traffic	54993	05/14/2019	05/31/2019	34.89
							<b>34.89</b>
							<b>Total Dept. Street Maintenance &amp; 517.46</b>
							<b>Total Fund Gas Tax: 517.46</b>
<b>Fund: 213 SB 821 - Ped. &amp; Bic.</b>							
<b>Dept: 313.000 Bicycle &amp;</b>							
213-313.000-740.100	Repair &						
	SUN LANDSCAPE INC///	9754	Repair Irrigation System/	55027	05/21/2019	05/31/2019	975.00
	SUN LANDSCAPE INC///	9755	Add Decompose Granite	55027	05/21/2019	05/31/2019	988.00
							<b>1,963.00</b>
							<b>Total Dept. Bicycle &amp; Pedestrian Fac.: 1,963.00</b>
							<b>Total Fund SB 821 - Ped. &amp; 1,963.00</b>
<b>Fund: 222 Law Enforcement</b>							
<b>Dept: 211.200 Asset</b>							
222-211.200-730.200	Technical						
	A T & T///	760 911-7801 292	Install Workstations/Police	54956	05/14/2019	05/31/2019	2,960.00

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							<b>2,960.00</b>
<b>Total Dept. Asset Forfeiture-Federal:</b>							<b>2,960.00</b>
<b>Total Fund Law</b>							<b>2,960.00</b>
 <b>Fund: 451 Developer</b>							
<b>Dept: 551.400 Library facilities</b>							
451-551.400-720.200	Books and						
	BAKER & TAYLOR, INC.///		Books	54965	05/09/2019	05/31/2019	1,047.62
	BAKER & TAYLOR, INC.///		Books	54965	05/13/2019	05/31/2019	366.03
							<b>1,413.65</b>
<b>Total Dept. Library facilities:</b>							<b>1,413.65</b>
<b>Total Fund Developer</b>							<b>1,413.65</b>
 <b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	ARAGON/VALERIE//		Refund Deposit 1008 Mendibles	54959	05/21/2019	05/31/2019	195.56
	AVILA/RICHARD L//		Refund Deposit 665 S Adams St	54964	05/22/2019	05/31/2019	165.56
	BURCH/CRAIG//		Refund Deposit 124 W J Street	54969	05/20/2019	05/31/2019	43.78
	CAUDILL/JEFFERY//		Refund Deposit 133 H Street	54972	05/22/2019	05/31/2019	329.02
	CAUDILL/JEFFERY//		Refund Deposit 257 J Street	54972	05/22/2019	05/31/2019	329.02
	COOK/CHRISTINE//		Refund Deposit 1251 Adler St	54974	05/24/2019	05/31/2019	223.76
	DE LA MORA/MELISSA//		Refund Deposit 220 E Street	54976	05/21/2019	05/31/2019	79.88
	EXIT IMPERIAL REALTY///		Refund Deposit 851 W Legion Rd	54978	05/20/2019	05/31/2019	241.54
	FARRIS/BECK//		Refund Deposit 770 Birch St	54979	05/24/2019	05/31/2019	195.26
	FAVELA/RAYMOND//		Refund Deposit 342 W B Street	54980	05/24/2019	05/31/2019	101.31
	GARCIA/ART//		Refund Deposit 1337 Rubio St	54986	05/21/2019	05/31/2019	151.80
	JUAREZ/DANIEL//		Refund Deposit 1355 Rubio St	55002	05/17/2019	05/31/2019	233.50
	MEDINA/ADRIAN//		Rfnd Deposit 1012 Mendibles Ct	55010	05/22/2019	05/31/2019	120.14
	NARANJO/NORMA//		Refund Deposit 1033 CDVI	55011	05/21/2019	05/31/2019	78.77
	NGUYEN/WALTER//		Refund Deposit 1007 Alamo St	55012	05/21/2019	05/31/2019	227.72
	TAPIA/ADRIAN & ANA//		Refund Deposit 351 I Street	55029	05/17/2019	05/31/2019	81.93
							<b>2,798.55</b>
<b>Total Dept. 000000:</b>							<b>2,798.55</b>
 <b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales						
	ARROYO/JESUS & YOLANDA//		Rfnd Ovrpmt 151 C Street	54960	05/22/2019	05/31/2019	142.92
	FOX/OREN//		Rfnd Ovrpmt 205 Allen Street	54984	05/24/2019	05/31/2019	5.28
	IV BLDRS///		Refund Ovrpmt 950 S 2nd Street	54999	05/22/2019	05/31/2019	116.17
	IV BLDRS///		Rfnd Ovrpmt 938 2nd Street	54999	05/24/2019	05/31/2019	118.03
							<b>382.40</b>
501-321.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	551528/2	Drain Pan, Batteries, Rags	54993	05/10/2019	05/31/2019	43.68
	IMPERIAL HARDWARE CO.,	551896/2	All Purpose Cleaner	54993	05/15/2019	05/31/2019	15.49
	IMPERIAL HARDWARE CO.,	551122/2	Topper Soil	54993	05/07/2019	05/31/2019	116.15
	IMPERIAL HARDWARE CO.,	550699/2	Rakes	54993	05/03/2019	05/31/2019	31.01
	IMPERIAL HARDWARE CO.,	551221/2	Lubricant, Tape	54993	05/08/2019	05/31/2019	23.16
							<b>229.49</b>
501-321.000-730.200	Technical						
	ORANGE COMMERCIAL	9878	Carbon Analysis	55015	05/06/2019	05/31/2019	1,100.00
							<b>1,100.00</b>
501-321.000-740.400	Rent						
	IMPERIAL HARDWARE CO.,	878861/2	Manure Spreader Rental	54993	05/07/2019	05/31/2019	18.32

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							<b>18.32</b>
501-321.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	290.25
	VERIZON WIRELESS		Cell Phone Charges/Various	55032	05/10/2019	05/31/2019	77.99
							<b>368.24</b>
<b>Total Dept. Water Treatment:</b>							<b>2,098.45</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	550729/2	Shovels, Loppers, Cable Ties	54993	05/03/2019	05/31/2019	50.82
	IMPERIAL HARDWARE CO.,	551655/2	Cut-Off Wheel, Drill Drive Set	54993	05/13/2019	05/31/2019	94.42
	IMPERIAL HARDWARE CO.,	550721/2	Air Freshener	54993	05/03/2019	05/31/2019	10.79
							<b>156.03</b>
501-322.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	550729/2	Shovels, Loppers, Cable Ties	54993	05/03/2019	05/31/2019	136.73
	IMPERIAL HARDWARE CO.,	551655/2	Cut-Off Wheel, Drill Drive Set	54993	05/13/2019	05/31/2019	55.26
							<b>191.99</b>
501-322.000-740.100	Repair &						
	MASTER METER, INC.///	199815	Annual Support & Maintenance	55009	04/17/2019	05/31/2019	1,750.00
							<b>1,750.00</b>
501-322.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	98.82
	VERIZON WIRELESS		Cell Phone Charges/Various	55032	05/10/2019	05/31/2019	77.99
							<b>176.81</b>
501-322.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55030	05/29/2019	05/31/2019	0.50
							<b>0.50</b>
<b>Total Dept. Water Distribution:</b>							<b>2,275.33</b>
<b>Total Fund Water:</b>							<b>7,172.33</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-730.200	Technical						
	ORANGE COMMERCIAL	9860	Copper Analysis	55015	05/01/2019	05/31/2019	2,286.00
							<b>2,286.00</b>
511-331.000-750.200							
	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	41.27
	VERIZON WIRELESS		Cell Phone Charges/Various	55032	05/10/2019	05/31/2019	77.99
							<b>119.26</b>
<b>Total Dept. Wastewater Collection:</b>							<b>2,405.26</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	550576/2	Gloves	54993	05/02/2019	05/31/2019	43.61
	IMPERIAL HARDWARE CO.,	551181/2	Weedeater Line, Loppers	54993	05/08/2019	05/31/2019	7.75
							<b>51.36</b>
511-332.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	551181/2	Weedeater Line, Loppers	54993	05/08/2019	05/31/2019	43.63
							<b>43.63</b>
511-332.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 3/6/19-4/2/19	54994	04/07/2019	05/31/2019	23,567.80

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							<b>23,567.80</b>
511-332.000-730.200	Technical FERNANDO RUIZ, INC///	141981	Hazardous Material Business	54982	05/13/2019	05/31/2019	1,250.00
							<b>1,250.00</b>
511-332.000-750.200	AT&T-CALNET 3/// VERIZON WIRELESS		Telephone Services 4/20-5/19 Cell Phone Charges/Various	54961 55032	05/20/2019 05/10/2019	05/31/2019 05/31/2019	99.68 77.99
							<b>177.67</b>
						<b>Total Dept. Wastewater treatment:</b>	<b>25,090.46</b>
						<b>Total Fund Wastewater:</b>	<b>27,495.72</b>
<b>Fund: 601</b>	<b>Maintenance</b>						
<b>Dept: 801.000</b>	<b>Vehicle</b>						
601-801.000-720.400	Automotive CUMMINS SALES AND	X1-7457	Actuator Kit #3991 FD	54975	04/19/2019	05/31/2019	1,055.46
							<b>1,055.46</b>
601-801.000-750.200	AT&T-CALNET 3///		Telephone Services 4/20-5/19	54961	05/20/2019	05/31/2019	41.98
							<b>41.98</b>
						<b>Total Dept. Vehicle Maintenance Shop:</b>	<b>1,097.44</b>
						<b>Total Fund Maintenance:</b>	<b>1,097.44</b>
						<b>Grand Total:</b>	<b>92,883.43</b>

*TRD*  
*5/31/19*

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: June 04, 2019  
City Manager: 

**PREPARED BY:** Tyler Salcido, Finance Director  
Gordon R. Gaste, Development Services Director

**PRESENTED BY:** Tyler Salcido, Finance Director

**SUBJECT:** Special Taxes for the Various Community Facilities Districts in the City of Brawley for Fiscal Year 2019-2020

**CITY MANAGER RECOMMENDATION:** Approve Resolution Authorizing Levy of Special Taxes for the various Community Facilities Districts with the City of Brawley for Fiscal Year 2019-2020.

**DISCUSSION:** Attached are the Administration Reports and Annual City Council Resolutions for the 2019-2020 Fiscal Year authorizing the levy of the special tax for various Community Facilities Districts (CFD) within the City of Brawley's jurisdiction.

Tax A (improvement bonding) for the districts of Luckey Ranch and Springhouse continue to not be levied since the 2009-10 Fiscal Year per direction of the City Council.

The Tax A levy was reinstated for the La Paloma subdivision (2005-3) per City Council action on May 17, 2016. Fiscal Year 2016/2017 rates were re-instated at the rate in effect at the time of suspension (2009/2010). The current 2019-2020 rates as drafted reflect the 2% CPI adjustment or the 2011/2012 rates.

It is to be noted that the levy amount may be subject to the assigned maximum rate once all agreements and cost estimates are completed for the required improvements which may be deemed to require the assessment of the maximum rate. However, such a change cannot take effect until the following tax year with the approval of City Council.

Tax B (maintenance and services) continues to be levied and is provided to all districts in conformance with prior City Council action.

**FISCAL IMPACT:** **Tax B (maintenance and services)**  
(2005-1) Victoria Park \$65,439.40; (2005-3) La Paloma \$17,196.00  
(2005-4) Latigo Ranch \$18,850.68; (2006-1) Malan Park \$106,893.06;  
(2007-1) Luckey Ranch \$11,057.56; (2007-2), Springhouse \$58,198.24;

**Tax A (improvement bonding)**  
2005-3, La Paloma \$36,703.82

**ATTACHMENTS:** City Council Resolutions; Administration Reports

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CITY OF BRAWLEY (VICTORIA PARK) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1 FOR FISCAL YEAR 2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2005-1 of the City of Brawley (Victoria Park) ("CFD No. 2005-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2005-1 is authorized pursuant to Resolution No. 2005-25 approved on June 7, 2005 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2005-1 to pay for the maintenance of certain real or other tangible property described in Resolution No. 2005-22 including all furnishings, equipment and supplies related thereto (collectively, the "District Facilities"), which District Facilities have a useful life of five years or longer and incidental expenses to be incurred in connection with and maintaining the District Facilities and forming and administering the District (the "District Incidental Expenses") by the levy of special taxes for CFD No. 2005-1 pursuant to the Resolution of Formation; and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2005-1 entitled "City of Brawley Community Facilities District No. 2005-1 (Victoria Park)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After

adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolution of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides**, City Clerk



[www.FinanceDTA.com](http://www.FinanceDTA.com)

**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(VICTORIA PARK)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside  
Dallas | Houston | Raleigh*



**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

Community Facilities District No. 2005-1  
(Victoria Park)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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2019-2020

## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA to determine the special tax requirement for Community Facilities District No. 2005-1 ("CFD No. 2005-1") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2005-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2005-1, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection services. CFD No. 2005-1 is not authorized to sell bonds.

A map showing the property in CFD No. 2005-1 is included in Appendix A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2005-1. Pursuant to the Rate and Method of Apportionment ("RMA"), the special tax shall be levied as long as necessary to meet the Special Tax Requirement. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within CFD No. 2005-1.

### Section II

Section II analyzes the previous year's special tax levy.

### Section III

Section III determines the financial obligations of CFD No. 2005-1 for fiscal year 2019-2020.

### Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the fiscal year 2019-2020 special taxes for each classification of property is included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

### A Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

**Table 1: Community Facilities District No. 2005-1  
Developed Property Classifications**

Land Use Class	Description
1	Single Family Property
2	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2005-1 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020.

### B Development Update

Background research was conducted to determine the amount and type of development activity that occurred during the previous fiscal year. Review of the City of Brawley's building permit records indicated that 29 new building permits within CFD 2005-1 were issued between January 1, 2018 and January 1, 2019. As of January 1, 2019 building permits had been issued for 130 single family units within CFD No. 2005-1. The table below indicates the cumulative Developed Property within CFD No. 2005-1.

**Table 2: Fiscal Year 2019-2020  
Cumulative Developed Property**

Class	Land Use	Number of Units / Acres
1	Single Family Property	130 units
2	Non-Residential Property	0 acres

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVY**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$49,845.52. As of May 23, 2019, all \$49,845.52 in special taxes had been collected by the County.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT**

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2005-1 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2019-2020, the funds required from CFD No. 2005-1 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to \$65,439.40, the amount that can be collected through the levy of the maximum special tax.

## IV METHOD OF APPORTIONMENT

### A Maximum Special Taxes

The amount of special taxes that CFD No. 2005-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2006, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

### B Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with Fiscal Year 2005-2006 and for each following Fiscal Year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of \$65,439.40 from Developed Property. The fiscal year 2019-2020 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Table 3: FY 2019-2020 Annual Special Taxes for Developed Property

Land Use Class	Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax
1	Single Family Property	\$503.39 per unit	\$503.38 per unit
2	Non-Residential Property	\$3,062.53 per acre	\$0.00 per acre

A list of the actual special tax levied against each parcel in CFD No. 2005-1 is included in Appendix C.

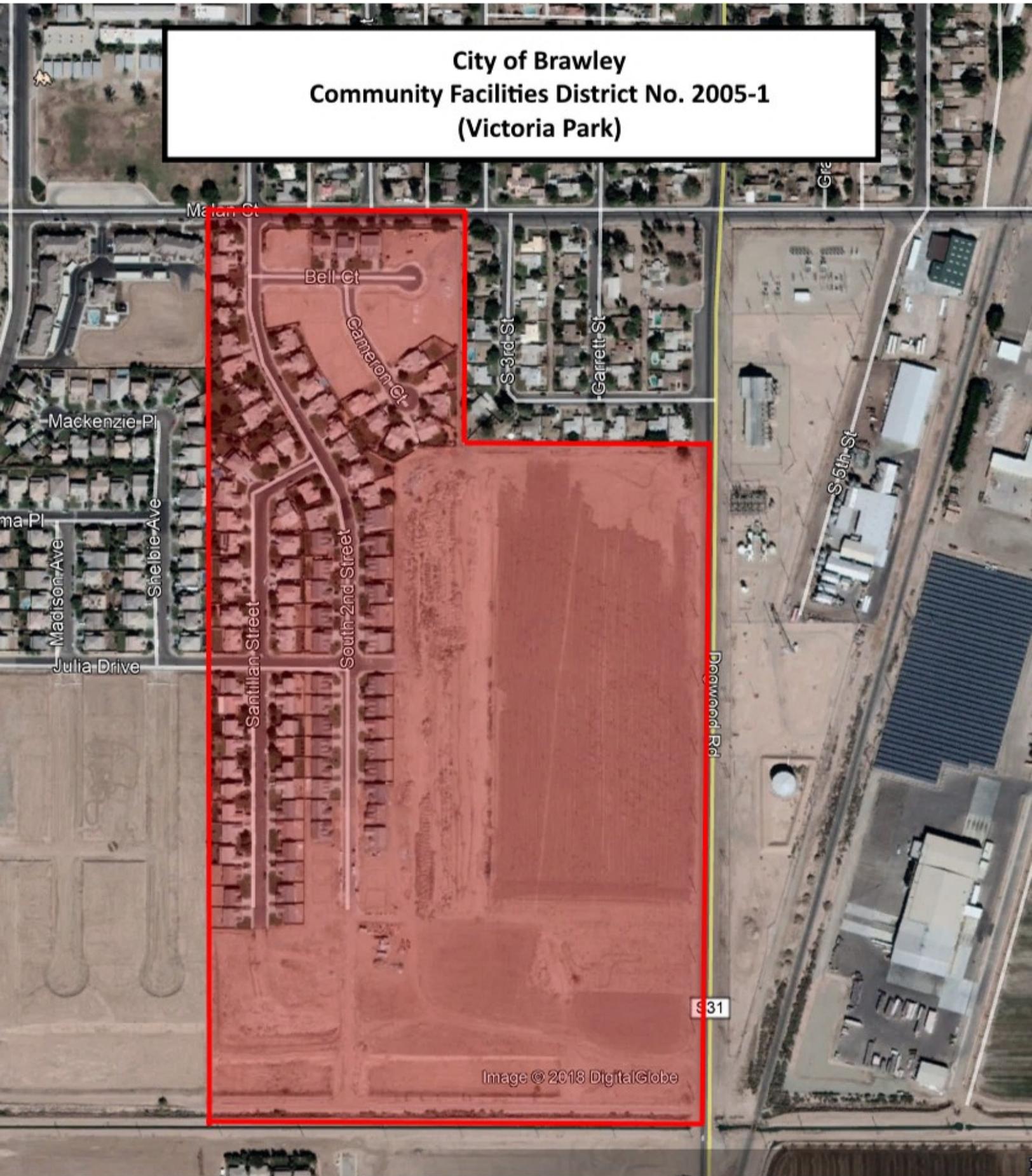
# **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-1  
(Victoria Park)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2005-1  
(Victoria Park)**



## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-1  
(Victoria Park)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(VICTORIA PARK)**

A Special Tax as hereinafter described shall be levied on all Assessor's Parcels in City of Brawley Community Facilities District No. 2005-1 (Victoria Park) ("CFD No. 2005-1") and collected each Fiscal Year commencing in Fiscal Year 2005-2006, in an amount determined by the Council according to the method of apportionment set forth herein. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the costs associated with the determination of the amount of the Special Tax, collection of the Special tax, payment of the Special Tax, or otherwise incurred in order to carry out the authorized purposes of CFD No. 2005-1. Administrative Expenses include costs described in the previous sentence which the City has paid or incurred, is obligated to pay or incur in the future, or reasonably expects to pay or incur. Administrative Expenses also include attorney's fees and other costs related to the consideration and review of any appeal of a Special Tax pursuant to Section F herein, to the defense or prosecution of any legal action related to the Special Tax and to the commencement and pursuit to completion of any foreclosure action related to a lien for the Special Tax.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 2005-1**" means Community Facilities District No. 2005-1 (Victoria Park) of the City.

"**City**" means the City of Brawley.

"**Council**" means the City Council of the City, acting as the legislative body of CFD No. 2005-1.

"**County**" means the County of Imperial.

"**Developed Property**" means, for each Fiscal Year all Taxable Property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Land Use Class**" means any of the classes listed in Table 1.

"**Maximum Special Tax**" with respect to an Assessor's Parcel for a Fiscal Year means the Maximum Special Tax, determined as provided in Section C below, that can be levied in that Fiscal Year on that Assessor's Parcel.

"**Non-Residential Property**" means all Assessor's Parcels of Developed Property for which a building permit has been issued for a non-residential use.

"**Property Owner Association**" means a private entity that owns and maintains property incidental to the development within CFD No. 2005-1 for the common use of its members, as determined by the CFD Administrator.

"**Property Owner Association Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2005-1 that was owned by, or irrevocably offered for dedication to, a Property Owner Association, including any master or sub-association, as of January 1 of the previous Fiscal Year. Notwithstanding this definition any Assessor's Parcel upon which a dwelling unit is located shall not be classified as Property Owner Association Property, but shall be classified and taxed as Developed Property.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

"**Public Property**" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2005-1 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; and (ii) any property within the boundaries of CFD No. 2005-1 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility

easement making impractical its utilization for other than the purpose set forth in the easement.

**"Single Family Property"** means all Assessor's Parcels of Developed Property for which building permits have been issued for residential units.

**"Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

**"Special Tax Requirement"** means that amount required in any Fiscal Year for CFD No. 2005-1 to: (i) pay for maintenance of parks, parkways, and open space; (ii) pay for police and fire protection; and (iii) pay Administrative Expenses; less (iv) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2005-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2005-1 shall be classified as Developed Property or Undeveloped Property and shall be subject to the Special Tax in accordance with this rate and method of apportionment. Single Family Property shall be assigned to Land Use Class 1. Non-Residential Property shall be assigned to Land Use Class 2 and taxed based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2005-2006 for each Land Use Class is shown below in Table 1.

**TABLE 1**

**Maximum Special Taxes for Developed Property  
For Fiscal Year 2005-2006  
Community Facilities District No. 2005-1**

<b>Land Use Class</b>	<b>Description</b>	<b>Maximum Special Tax</b>
1	Single Family Property	\$381.51 per unit
2	Non-Residential Property	\$2,321 per Acre

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

c. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Assessor's Parcel.

For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

**2. Undeveloped Property**

No Special Tax shall be levied on Undeveloped Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2005-2006 and for each following Fiscal Year, the Council shall levy the Special Tax so that the amount of the Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel for which an occupancy permit for private residential use has been issued

be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-1.

**E. EXEMPTIONS**

No Special Tax shall be levied on Property Owner Association Property or Public Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property or Public Property, its tax-exempt status will be revoked.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2005-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement.

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## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-1  
(Victoria Park)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

City of Brawley  
CFD No. 2005-1  
FY 2019-2020 Special Tax Roll

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-271-023-000	1	\$503.38
048-271-024-000	1	\$503.38
048-271-025-000	1	\$503.38
048-271-026-000	1	\$503.38
048-271-027-000	1	\$503.38
048-271-028-000	1	\$503.38
048-271-029-000	1	\$503.38
048-271-030-000	1	\$503.38
048-271-031-000	1	\$503.38
048-271-032-000	1	\$503.38
048-271-033-000	1	\$503.38
048-271-034-000	1	\$503.38
048-271-035-000	1	\$503.38
048-271-036-000	1	\$503.38
048-271-037-000	1	\$503.38
048-271-038-000	1	\$503.38
048-271-039-000	1	\$503.38
048-271-040-000	1	\$503.38
048-271-043-000	1	\$503.38
048-271-044-000	1	\$503.38
048-271-045-000	1	\$503.38
048-271-046-000	1	\$503.38
048-271-047-000	1	\$503.38
048-271-048-000	1	\$503.38
048-271-049-000	1	\$503.38
048-271-050-000	1	\$503.38
048-271-051-000	1	\$503.38
048-271-052-000	1	\$503.38
048-271-053-000	1	\$503.38
048-271-054-000	1	\$503.38
048-271-055-000	1	\$503.38
048-271-056-000	1	\$503.38
048-271-057-000	1	\$503.38
048-271-058-000	1	\$503.38
048-271-059-000	1	\$503.38
048-271-060-000	1	\$503.38
048-274-001-000	1	\$503.38
048-274-002-000	1	\$503.38
048-274-003-000	1	\$503.38
048-274-004-000	1	\$503.38
048-274-005-000	1	\$503.38

## Appendix C

**City of Brawley**  
**CFD No. 2005-1**  
**FY 2019-2020 Special Tax Roll**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-274-006-000	1	\$503.38
048-274-007-000	1	\$503.38
048-274-008-000	1	\$503.38
048-274-009-000	1	\$503.38
048-274-010-000	1	\$503.38
048-274-011-000	1	\$503.38
048-274-012-000	1	\$503.38
048-274-013-000	1	\$503.38
048-275-001-000	1	\$503.38
048-275-002-000	1	\$503.38
048-275-003-000	1	\$503.38
048-275-004-000	1	\$503.38
048-275-005-000	1	\$503.38
048-275-006-000	1	\$503.38
048-275-007-000	1	\$503.38
048-275-008-000	1	\$503.38
048-275-009-000	1	\$503.38
048-275-010-000	1	\$503.38
048-275-011-000	1	\$503.38
048-275-012-000	1	\$503.38
048-275-013-000	1	\$503.38
048-275-014-000	1	\$503.38
048-275-015-000	1	\$503.38
048-275-016-000	1	\$503.38
048-275-017-000	1	\$503.38
048-275-018-000	1	\$503.38
048-401-001-000	1	\$503.38
048-401-002-000	1	\$503.38
048-401-003-000	1	\$503.38
048-401-004-000	1	\$503.38
048-401-005-000	1	\$503.38
048-401-006-000	1	\$503.38
048-401-007-000	1	\$503.38
048-401-008-000	1	\$503.38
048-401-009-000	1	\$503.38
048-401-010-000	1	\$503.38
048-401-011-000	1	\$503.38
048-401-012-000	1	\$503.38
048-401-061-000	1	\$503.38
048-401-062-000	1	\$503.38
048-401-063-000	1	\$503.38

## Appendix C

**City of Brawley**  
**CFD No. 2005-1**  
**FY 2019-2020 Special Tax Roll**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-401-064-000	1	\$503.38
048-401-065-000	1	\$503.38
048-401-066-000	1	\$503.38
048-401-067-000	1	\$503.38
048-401-068-000	1	\$503.38
048-401-069-000	1	\$503.38
048-402-001-000	1	\$503.38
048-402-002-000	1	\$503.38
048-402-003-000	1	\$503.38
048-402-004-000	1	\$503.38
048-402-005-000	1	\$503.38
048-402-006-000	1	\$503.38
048-402-007-000	1	\$503.38
048-402-008-000	1	\$503.38
048-402-009-000	1	\$503.38
048-402-010-000	1	\$503.38
048-402-011-000	1	\$503.38
048-402-012-000	1	\$503.38
048-402-013-000	1	\$503.38
048-402-014-000	1	\$503.38
048-402-015-000	1	\$503.38
048-402-016-000	1	\$503.38
048-402-017-000	1	\$503.38
048-402-018-000	1	\$503.38
048-402-019-000	1	\$503.38
048-402-020-000	1	\$503.38
048-402-021-000	1	\$503.38
048-402-022-000	1	\$503.38
048-402-023-000	1	\$503.38
048-402-024-000	1	\$503.38
048-402-025-000	1	\$503.38
048-402-026-000	1	\$503.38
048-402-027-000	1	\$503.38
048-402-028-000	1	\$503.38
048-402-029-000	1	\$503.38
048-402-030-000	1	\$503.38
048-402-031-000	1	\$503.38
048-403-001-000	1	\$503.38
048-403-002-000	1	\$503.38
048-403-003-000	1	\$503.38
048-403-004-000	1	\$503.38

## Appendix C

City of Brawley  
CFD No. 2005-1  
FY 2019-2020 Special Tax Roll

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-403-005-000	1	\$503.38
048-403-006-000	1	\$503.38
048-403-007-000	1	\$503.38
048-403-008-000	1	\$503.38
048-403-009-000	1	\$503.38
048-403-010-000	1	\$503.38
048-403-011-000	1	\$503.38
<b>Total Number of Parcels Taxed</b>		<b>130</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$65,439.40</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, black, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

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A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the text.

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Public Finance  
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**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY,  
CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES  
DISTRICT NO. 2005-3 OF THE CITY OF BRAWLEY (LA PALOMA)  
AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN IMPROVEMENT AREA NO.  
1 OF COMMUNITY FACILITIES DISTRICT NO. 2005-3 FOR FISCAL YEAR  
2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2005-3 of the City of Brawley (La Paloma) ("CFD No. 2005-3"), and Improvement Area No. 1 therein ("Improvement Area No. 1"), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2005-3 is authorized pursuant to Resolution Nos. 2006-20 and 2006-21 approved on June 6, 2006 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2005-3 for the purpose of financing: (1) the maintenance of parks and open space as described in Resolution No. 2006-10, including all furnishings, equipment and supplies related thereto and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2006-10 to the property in the CFD No. 2005-3 ((1) and (2) being referred to herein, collectively, as the "City Services"), (3) the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Resolution No. 2006-10 and incorporated herein by this reference, including storm drain, sewer, water, landscaping, curb and gutter, park, roadway, highway and bridge, traffic signals and safety lighting, flood control library, police, fire and recreation facilities (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering CFD No. 2005-3, all by the levy of special taxes for CFD No. 2005-3 pursuant to the Resolutions of Formation; and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-3, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2005-3 entitled "City of Brawley Improvement Area No. 1 of Community Facilities District No. 2005-3 (La Paloma)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides, City Clerk**



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**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
IMPROVEMENT AREA NO. 1 OF  
COMMUNITY FACILITIES DISTRICT NO. 2005-3  
(LA PALOMA)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
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## **FISCAL YEAR 2019-2020 ADMINISTRATION REPORT**

Improvement Area No. 1 of  
Community Facilities District No. 2005-3  
(La Paloma)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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2019-2020**

## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA to determine the special tax requirement for Improvement Area No. 1 ("IA No. 1") of Community Facilities District No. 2005-3 ("CFD No. 2005-3") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2005-3 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, IA No. 1 is authorized to issue up to \$7,000,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, IA No. 1 is authorized to levy the Special Tax B to pay for (i) maintenance of parks, parkways, and open space, and (ii) police and fire protection services.

A map showing the property in IA No. 1 of CFD No. 2005-3 is included in Appendix A.

The bonded indebtedness of IA No. 1 is both secured and repaid through the annual levy and collection of the Special Tax A from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within IA No. 1. Pursuant to the Rate and Method of Apportionment ("RMA"), the Special Tax A shall be levied each year to fully satisfy the Special Tax Requirement for Facilities, but in no event shall it be levied after fiscal year 2046-2047. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within IA No. 1.

### Section II

Section II analyzes the previous year's Special Tax A and Special Tax B levies.

### Section III

Section III determines the special tax requirement for facilities for IA No. 1 for fiscal year 2019-2020.

#### **Section IV**

Section IV determines the special tax requirement for services for IA No. 1 for fiscal year 2019-2020.

#### **Section V**

Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the fiscal year 2019-2020 Special Tax A and Special Tax B for each classification of property are included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment for Improvement Area No. 1 ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the construction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous fiscal year shall be considered Developed Property. For example, all property in CFD No. 2005-3 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020.

### A Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into eight separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

**Table 1: Community Facilities District No. 2005-3  
Improvement Area No. 1  
Special Tax A  
Developed Property Classifications**

Land Use Class	Description	Residential Floor Area
1	Residential Property	≥ 2,850 s.f.
2	Residential Property	2,600 – 2,849 s.f.
3	Residential Property	2,350 – 2,599 s.f.
4	Residential Property	2,100 – 2,349 s.f.
5	Residential Property	1,850 – 2,099 s.f.
6	Residential Property	1,600 – 1,849 s.f.
7	Residential Property	< 1,600 s.f.
8	Non-Residential Property	Not Applicable

### B Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into two separate special tax classifications for Residential Property and Non-Residential Property.

No Special Tax B is levied on Non-Residential Property and Undeveloped Property.

### C Development Update

As of January 1, 2019, building permits had been issued for 25 single family detached units within CFD No. 2005-3. The table below indicates the cumulative Developed Property within IA No. 1 of CFD No. 2005-3.

The table below lists the aggregate amount of Developed Property by special tax classification.

**Table 2: Community Facilities District No. 2005-3  
Improvement Area No. 1  
Fiscal Year 2019-2020  
Cumulative Developed Property**

<b>Land Use Class</b>	<b>Land Use</b>	<b>Residential Floor Area</b>	<b>Number of Units / Acres</b>
1	Residential Property	≥ 2,850 s.f.	4 units
2	Residential Property	2,600 – 2,849 s.f.	3 units
3	Residential Property	2,350 – 2,599 s.f.	2 units
4	Residential Property	2,100 – 2,349 s.f.	2 units
5	Residential Property	1,850 – 2,099 s.f.	4 units
6	Residential Property	1,600 – 1,849 s.f.	3 units
7	Residential Property	< 1,600 s.f.	7 units
8	Non-Residential Property	Not Applicable	0 acres

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVIES**

### **A Fiscal Year 2018-2019 Special Tax A Levy**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$35,984.26. As of May 23, 2019, all \$35,984.26 in special taxes had been collected by the County.

### **B Fiscal Year 2018-2019 Special Tax B Levy**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$16,859.00. As of May 23, 2019, all \$16,859.00 in special taxes had been collected by the County.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR FACILITIES**

Since bonds have not yet been issued for IA No. 1, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by IA No. 1 and annual administrative expenses as provided for by the RMA.

The City will levy Special Tax A at 87.06% of the Assigned Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities and administrative expenses. The total amount of Special Tax A to be levied for fiscal year 2019-2020 is equal to \$36,703.82.

#### **IV FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR SERVICES**

Pursuant to the RMA, the Special Tax B may be levied in IA No. 1 to pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2019-2020 the funds required from IA No. 1 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to \$17,196.00, the amount that can be collected through the levy of the maximum Special Tax B.

## **V METHOD OF APPORTIONMENT**

### **A Maximum Special Taxes**

The amount of special taxes that CFD No. 2005-3 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The maximum Special Tax A is specified in Section C.1 of the RMA for IA No. 1. The maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2007, the maximum Special Tax A and maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum Special Tax in effect for the previous fiscal year.

### **B Apportionment of Special Tax A**

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA for IA No. 1.

The first step states that the Council shall levy the Special Tax A Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the special tax requirement for facilities, then the second step is applied. The second step states that the Council shall proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the special tax requirement for facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

Application of 100% of the assigned special taxes under the first step generates Special Tax A revenues of \$42,161.27 from Developed Property, which is more than sufficient to satisfy the special tax requirement for facilities. Therefore, the fiscal year 2019-2020 Special Tax A levy for each parcel is equal to 87.06% of the Assigned Special Tax A. The fiscal year 2019-2020 Assigned Special Tax A and actual Special Tax A are shown in the following table.

**Table 3: Fiscal Year 2019-2020 Special Tax A**

Land Use Class	Description	Residential Floor Area	FY 2019-2020 Assigned/Maximum Special Tax A	FY 2019-2020 Actual Special Tax A
1	Residential Property	≥ 2,850 s.f.	\$2,175.83 per unit	\$1,894.20 per unit
2	Residential Property	2,600 – 2,849 s.f.	\$2,094.36 per unit	\$1,823.26 per unit
3	Residential Property	2,350 – 2,599 s.f.	\$1,932.65 per unit	\$1,682.48 per unit
4	Residential Property	2,100 – 2,349 s.f.	\$1,770.95 per unit	\$1,541.72 per unit
5	Residential Property	1,850 – 2,099 s.f.	\$1,609.25 per unit	\$1,400.94 per unit
6	Residential Property	1,600 – 1,849 s.f.	\$1,446.25 per unit	\$1,259.04 per unit
7	Residential Property	< 1,600 s.f.	\$1,284.56 per unit	\$1,118.28 per unit
8	Non-Residential Property	N/A	\$15,452.12 per Acre	\$0.00 per Acre
N/A	Undeveloped Property	N/A	\$20,384.65 per Acre	\$0.00 per Acre

**C Apportionment of Special Tax B**

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA for IA No. 1.

Commencing with fiscal year 2006-2007 and for each following fiscal year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor’s Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of \$17,196.00 from Residential Property. The fiscal year 2019-2020 assigned special taxes are shown for each classification of Developed Property in the following table.

**Table 4: Fiscal Year 2019-2020 Special Tax B**

Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax B
Residential Property	\$687.85 per unit	\$687.84 per unit

Please note, pursuant to the RMA for IA No. 1, no Special Tax B shall be levied on Non-Residential Property and Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2005-3 is included in Appendix C.

## **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Improvement Area No. 1 of  
Community Facilities District No. 2005-3  
(La Paloma)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2005-3  
(La Paloma)**



**Legend**

-  Improvement Area No. 1
-  Improvement Area Nos. 2, 3, and 4

## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Improvement Area No. 1 of  
Community Facilities District No. 2005-3  
(La Paloma)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
IMPROVEMENT AREA NO. 1 OF  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-3  
(LA PALOMA)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Improvement Area No. 1 ("IA No. 1") of the City of Brawley Community Facilities District No. 2005-3 (La Paloma) ("CFD No. 2005-3") and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the Council, in an amount determined by the Council according to the method of apportionment set forth herein. All of the real property in IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map, condominium plan, or other recorded County parcel map. An Acre equals 43,560 square feet of land area.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of IA No. 1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, IA No. 1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, IA No. 1 or any designee thereof of complying with City, IA No. 1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, IA No. 1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or IA No. 1 for any other administrative purposes of IA No. 1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

**"Assessor's Parcel"** means any real property to which an Assessor's parcel number is assigned as shown on an Assessor's Parcel Map.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

**"Assigned Special Tax A"** means the Special Tax A for each Land Use Class of Developed Property within IA No. 1, as determined in accordance with Section C below.

**"Backup Special Tax A"** means the Special Tax A applicable to each Assessor's Parcel of Residential Property within IA No. 1, as determined in accordance with Section C below.

**"Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by IA No. 1 under the Act.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Services, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2005-3"** means the City of Brawley Community Facilities District No. 2005-3 (La Paloma).

**"City"** means the City of Brawley.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2005-3.

**"County"** means the County of Imperial.

**"Developed Property"** means, for each Fiscal Year, all Taxable Property, exclusive of Other Taxable Property, for which a building permit for new construction was issued after January 1, 2006 and prior to January 1 of the prior Fiscal Year.

**"Final Map"** means (i) a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which residential building permits may be issued, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 1352 creating such individual lots or parcels.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Improvement Area No. 1"** or **"IA No. 1"** means Improvement Area No. 1 of CFD No. 2005-3, as identified on the boundary map for CFD No. 2005-3.

**"Indenture"** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Land Use Class"** means any of the classes listed in Table 1 below.

**"Maximum Special Tax"** means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

**"Maximum Special Tax A"** means the Maximum Special Tax A, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel within IA No. 1.

**"Maximum Special Tax B"** means the Maximum Special Tax B, determined in accordance with Section C.2 below, that can be levied in any Fiscal Year on any Assessor's Parcel within IA No. 1.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

**"Outstanding Bonds"** means all Bonds which are deemed to be outstanding under the Indenture.

**"Other Taxable Property"** means Taxable Public Property and Taxable Property Owner Association Property.

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of IA No. 1 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax A levy to the Assigned Special Tax A is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property and Other Taxable Property, "Proportionately" means that the ratio of the actual Special Tax A levy per Acre to the Maximum Special Tax A per Acre is equal for all Assessor's Parcels of Undeveloped Property or Other Taxable Property.

**"Public Property"** means, for each Fiscal Year, any property within IA No. 1 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the County, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or

dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

**"Residential Floor Area"** means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**"Special Tax"** means the Special Tax A and/or Special Tax B, as applicable.

**"Special Tax A"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Facilities.

**"Special Tax B"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement for Services.

**"Special Tax Requirement for Facilities"** means that amount required in any Fiscal Year for IA No. 1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay all or a portion of the Administrative Expenses as determined by the CFD Administrator; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for acquisition or construction of IA No. 1 facilities eligible under the Act; and (vi) pay for reasonably anticipated Special Tax A delinquencies based on the historical delinquency rate for IA No. 1 as determined by the CFD Administrator; less (vii) a credit for funds available to reduce the annual Special Tax A levy, as determined by the CFD Administrator pursuant to the Indenture.

**"Special Tax Requirement for Services"** means that amount required in any Fiscal Year for IA No. 1 to: (i) pay directly for maintenance of parks, parkways, and open space; (ii) pay directly for police and fire protection services; (iii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; less (iv) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of IA No. 1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Taxable Property Owner Association Property"** means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Other Taxable Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within IA No. 1 shall be classified as Developed Property, Other Taxable Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be classified as Residential Property and Non-Residential Property. Residential Property shall be assigned to Land Use Classes 1 through 7. Non-Residential Property shall be assigned to Land Use Class 8.

The Assigned Special Tax A for Residential Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Assigned Special Tax A for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX**

**1. SPECIAL TAX A**

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A.

(ii) Assigned Special Tax A

The FY 2006-07 Assigned Special Tax A for each Land Use Class is shown below in Table 1.

**TABLE 1**

**Assigned Special Tax A for Developed Property in  
IA No. 1 of CFD No. 2005-3**

Land Use Class	Description	Residential Floor Area	FY 2006-07 Assigned Special Tax A
1	Residential Property	≥ 2,850 s.f.	\$1,682 per unit
2	Residential Property	2,600 – 2,849 s.f.	\$1,619 per unit
3	Residential Property	2,350 – 2,599 s.f.	\$1,494 per unit
4	Residential Property	2,100 – 2,349 s.f.	\$1,369 per unit
5	Residential Property	1,850 – 2,099 s.f.	\$1,244 per unit
6	Residential Property	1,600 – 1,849 s.f.	\$1,118 per unit
7	Residential Property	< 1,600 s.f.	\$993 per unit
8	Non-Residential Property	NA	\$11,945 per Acre

On each July 1, commencing July 1, 2007, the Assigned Special Tax A for each Land Use Class shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

(iii) Backup Special Tax A

a. Residential Property

The Fiscal Year 2006-07 Backup Special Tax A attributable to Residential Property within a Final Map will equal \$11,945 multiplied by the Acreage of all Taxable Property located within such Final Map, excluding current or expected Non-Residential Property, Taxable Public Property and Taxable Property Owner Association Property.

The Fiscal Year 2006-07 Backup Special Tax A for each Assessor's Parcel of Residential Property in a Final Map shall be computed by dividing the aggregate Backup Special Tax A attributable to the Assessor's Parcel of Taxable Property for which building permits for residential construction have or may be issued, as determined in the preceding paragraph, by the number of such Assessor's Parcels (i.e., the expected number of residential units).

Notwithstanding the foregoing, if all or any portion of a Final Map is subsequently changed or modified, then the Backup Special Tax A for each Assessor's Parcel of Residential

Property in such Final Map that is changed or modified shall be a rate per Acre calculated as follows:

1. Determine the total Backup Special Tax A anticipated to apply to the changed or modified portion of the Final Map prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total Acreage of Residential Property, excluding Taxable Public Property and Taxable Property Owner Association Property which is ultimately expected to exist in such changed or modified Final Map area as reasonably determined by the CFD Administrator.
3. The result is the Backup Special Tax A per Acre which shall be applicable to all Assessor's Parcels of Residential Property in such changed or modified Final Map.

On each July 1, commencing July 1, 2007 the Backup Special Tax A shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

b. Non-Residential Property

There shall be no Backup Special Tax A levied on Non-Residential Property.

(iv) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax A levied on an Assessor's Parcel shall be the sum of the Assigned Special Tax A for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

b. Maximum Special Tax A for Undeveloped Property and Other Taxable Property

The FY 2006-07 Maximum Special Tax A for Undeveloped Property and Other Taxable Property shall be \$15,758 per Acre. On each July 1, commencing July 1, 2007 the Maximum Special Tax A for Undeveloped Property and Other Taxable Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**2. SPECIAL TAX B**

a. Residential Property

The Fiscal Year 2006-07 Maximum Special Tax B for each Assessor's Parcel classified as Residential Property shall be \$531.73 per dwelling unit. On each July 1, commencing July 1, 2007 the Maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

b. Non-Residential Property, Undeveloped Property, and Other Taxable Property

There shall be no Special Tax B levied on Non-Residential Property, Undeveloped Property, and Other Taxable Property.

**D. APPORTIONMENT OF THE ANNUAL SPECIAL TAX**

**1. SPECIAL TAX A**

Commencing with Fiscal Year 2006-07 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Facilities and shall levy the Special Tax A as follows:

First: The Special Tax A shall be levied proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax A for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased in equal percentages from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Other Taxable Property at up to the Maximum Special Tax A for Other Taxable Property.

**2. SPECIAL TAX B**

Commencing with Fiscal Year 2006-07 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax B as follows:

The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Residential Property at up to 100% of the Maximum Special Tax B.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within IA No. 1.

**E. EXEMPTIONS**

**1. SPECIAL TAX A**

No Special Tax A shall be levied on up to 35.97 Acres of Public Property and Property Owner Association Property in IA No. 1. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, its tax-exempt status will be revoked.

Public Property or Property Owner Association Property that is not exempt from Special Tax A under this section shall be subject to the levy of the Special Tax A and shall be taxed Proportionately as part of the fourth step in Section D.1 above, at up to 100% of the applicable Maximum Special Tax A for Other Taxable Property, to the extent permitted by law.

**2. SPECIAL TAX B**

No Special Tax B shall be levied on Non-Residential Property, Undeveloped Property, Public Property, or Property Owner Association Property.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that IA No. 1 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. PREPAYMENT OF SPECIAL TAX**

The following definition applies to this Section H:

**"CFD Public Facilities"** means either \$5.0 million in 2006 dollars, which shall increase by the Construction Inflation Index on July 1, 2007, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by IA No. 1 under the authorized bonding program for IA No. 1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

**"Construction Fund"** means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

**"Construction Inflation Index"** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

**"Outstanding Bonds"** means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all Bonds that have been issued by IA No. 1 prior to the date of prepayment.

**1. Prepayment in Full**

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid and permanently satisfied as described herein; provided that a prepayment may be made only for Assessor's Parcels of Developed Property or Undeveloped Property for which a building permit has been issued, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this service. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax A and Backup Special Tax A applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax A computed pursuant to paragraph 2 by the total estimated Assigned Special Tax A for the entire IA No. 1 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of the IA No. 1, excluding any Assessor's Parcels which have been prepaid, and  
  
(b) Divide the Backup Special Tax A computed pursuant to paragraph 2 by the estimated total Backup Special Tax A at buildout of the IA No. 1, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of IA No. 1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
13. The reserve fund credit ("Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the construction fund. The amount computed pursuant to paragraph 12 shall be retained by IA No. 1.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's

Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax A and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

The Special Tax B may not be prepaid.

## **2. Prepayment in Part**

The Special Tax A on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(P_E - AE) \times F] + AE$$

These terms have the following meaning:

- AE = the Administrative Fees and Expenses
- PP = the partial prepayment
- P<sub>E</sub> = the Prepayment Amount calculated according to Section H.1
- F = the percentage by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax A and the percentage by which the Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of IA No. 1 that there has been a partial prepayment of the Special Tax A and that a portion of the Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

**I. TERM OF SPECIAL TAX**

The Special Tax A shall be levied for the period necessary to fully satisfy items (i) and (ii) of the Special Tax Requirement for Facilities, but in no event shall it be levied after 2046-47. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services.

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## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Improvement Area No. 1 of  
Community Facilities District No. 2005-3  
(La Paloma)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

**City of Brawley**  
**CFD No. 2005-3, IA No. 1**  
**FY 2019-2020 Special Tax Roll**

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX A</u>	<u>FY 2019-2020 SPECIAL TAX B</u>	<u>FY 2019-2020 TOTAL</u>
049-321-001-000	7	\$1,118.28	\$687.84	\$1,806.12
049-321-002-000	7	\$1,118.28	\$687.84	\$1,806.12
049-321-003-000	6	\$1,259.04	\$687.84	\$1,946.88
049-321-004-000	5	\$1,400.94	\$687.84	\$2,088.78
049-321-017-000	3	\$1,682.48	\$687.84	\$2,370.32
049-321-018-000	2	\$1,823.26	\$687.84	\$2,511.10
049-321-019-000	1	\$1,894.20	\$687.84	\$2,582.04
049-321-020-000	4	\$1,541.72	\$687.84	\$2,229.56
049-322-001-000	7	\$1,118.28	\$687.84	\$1,806.12
049-322-002-000	7	\$1,118.28	\$687.84	\$1,806.12
049-322-003-000	5	\$1,400.94	\$687.84	\$2,088.78
049-322-004-000	7	\$1,118.28	\$687.84	\$1,806.12
049-322-005-000	6	\$1,259.04	\$687.84	\$1,946.88
049-322-006-000	1	\$1,894.20	\$687.84	\$2,582.04
049-322-007-000	6	\$1,259.04	\$687.84	\$1,946.88
049-324-026-000	5	\$1,400.94	\$687.84	\$2,088.78
049-324-027-000	7	\$1,118.28	\$687.84	\$1,806.12
049-324-028-000	1	\$1,894.20	\$687.84	\$2,582.04
049-324-029-000	4	\$1,541.72	\$687.84	\$2,229.56
049-324-030-000	2	\$1,823.26	\$687.84	\$2,511.10
049-324-031-000	1	\$1,894.20	\$687.84	\$2,582.04
049-324-032-000	3	\$1,682.48	\$687.84	\$2,370.32
049-324-033-000	2	\$1,823.26	\$687.84	\$2,511.10
049-324-034-000	5	\$1,400.94	\$687.84	\$2,088.78
049-324-035-000	7	\$1,118.28	\$687.84	\$1,806.12
<b>Total Number of Parcels Taxed</b>		<b>25</b>	<b>25</b>	<b>25</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$36,703.82</b>	<b>\$17,196.00</b>	<b>\$53,899.82</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, black, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

[www.FinanceDTA.com](http://www.FinanceDTA.com)

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the text blocks.

5000 BIRCH STREET, SUITE 6000  
NEWPORT BEACH, CA 92660  
PHONE (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-4 OF THE CITY OF BRAWLEY (LATIGO RANCH) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-4 FOR FISCAL YEAR 2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2005-4 of the City of Brawley (Latigo Ranch) ("CFD No. 2005-4") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2005-4 is authorized pursuant to Resolution No. 2005-57 approved on November 1, 2005 (the "Resolution of Formation") and Ordinance No. 2005-13, approved on November 15, 2005 (the "Ordinance") to levy a special tax on property in CFD No. 2005-4 to pay for (i) the maintenance of parks and open space as described in Resolution No. 2005-48, including all furnishings, equipment and supplies related thereto, and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2005-48 to the property in CFD No. 2005-4 ((1) and (2) being referred to herein, collectively, as the "District Services") and (3) the incidental expenses to be incurred in connection with providing the District Services and forming and administering the District (the "District Incidental Expenses") by the levy of special taxes for CFD No. 2005-4 pursuant to the Resolution of Formation; and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-4, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2005-4 entitled "City of Brawley Community Facilities District No. 2005-4 (Latigo Ranch)" (the "Report") submitted herewith, which rates do not

exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolution of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides**, City Clerk



[www.FinanceDTA.com](http://www.FinanceDTA.com)

**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-4  
(LATIGO RANCH)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside  
Dallas | Houston | Raleigh*



**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

Community Facilities District No. 2005-4  
(Latigo Ranch)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA to determine the special tax requirement for Community Facilities District No. 2005-4 ("CFD No. 2005-4") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2005-4 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2005-4, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection services. CFD No. 2005-4 is not authorized to sell bonds.

A map showing the property in CFD No. 2005-4 is included in Appendix A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2005-4. Pursuant to the Rate and Method of Apportionment ("RMA"), the special tax shall be levied as long as necessary to meet the Special Tax Requirement. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within CFD No. 2005-4.

### Section II

Section II analyzes the previous year's special tax levy.

### Section III

Section III determines the financial obligations of CFD No. 2005-4 for fiscal year 2019-2020..

### Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the fiscal year 2019-2020 special taxes for each classification of property is included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

### A Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Table 1: Community Facilities District No. 2005-4  
Developed Property Classifications

Land Use Class	Description
1	Single Family Property
2	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous fiscal year shall be considered Developed Property. For example, all property in CFD No. 2005-4 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020.

### B Development Update

As of January 1, 2019, building permits had been issued for 18 single family units within CFD No. 2005-4. The table below indicates the cumulative Developed Property within CFD No. 2005-4.

Table 2: Fiscal Year 2019-2020  
Cumulative Developed Property

Class	Land Use	Number of Units / Acres
1	Single Family Property	18 units
2	Non-Residential Property	0 acres

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVY**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$18,480.96. As of May 23, 2019, all \$18,480.96 in special taxes had been collected by the County.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT**

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2005-4 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2019-2020, the funds required from CFD No. 2005-4 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to \$18,850.68, the amount that can be collected through the levy of the maximum special tax.

## IV METHOD OF APPORTIONMENT

### A Maximum Special Taxes

The amount of special taxes that CFD No. 2005-4 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The maximum special taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2006, the maximum special tax shall be increased by an amount equal to two percent (2%) of the maximum special tax in effect for the previous fiscal year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

### B Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with fiscal year 2005-2006 and for each following fiscal year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of \$18,850.68 from Developed Property. The fiscal year 2019-2020 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Table 3: FY 2019-2020 Annual Special Taxes for Developed Property

Land Use Class	Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax
1	Single Family Property	\$1,047.26 per unit	\$1,047.26 per unit
2	Non-Residential Property	\$7,685.97 per acre	\$0.00 per acre

A list of the actual special tax levied against each parcel in CFD No. 2005-4 is included in Appendix C.

# **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-4  
(Latigo Ranch)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2005-4  
(Latigo Ranch)**



S31

S First St

Monterey St

Appaloosa St

Dogwood Rd

## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-4  
(Latigo Ranch)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-4  
(LATIGO RANCH)**

A Special Tax as hereinafter described shall be levied on all Assessor's Parcels in City of Brawley Community Facilities District No. 2005-4 (Latigo Ranch) ("CFD No. 2005-4") and collected each Fiscal Year commencing in Fiscal Year 2005-2006, in an amount determined by the Council according to the method of apportionment set forth herein. All of the real property in CFD No. 2005-4, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the costs associated with the determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, or otherwise incurred in order to carry out the authorized purposes of CFD No. 2005-4. Administrative Expenses include costs described in the previous sentence which the City has paid or incurred, is obligated to pay or incur in the future, or reasonably expects to pay or incur. Administrative Expenses also include attorney's fees and other costs related to the consideration and review of any appeal of a Special Tax pursuant to Section F herein, to the defense or prosecution of any legal action related to the Special Tax and to the commencement and pursuit to completion of any foreclosure action related to a lien for the Special Tax.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**"CFD No. 2005-4"** means Community Facilities District No. 2005-4 (Latigo Ranch) of the City.

**"City"** means the City of Brawley.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2005-4.

**"County"** means the County of Imperial.

**"Developed Property"** means, for each Fiscal Year all Taxable Property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means any of the classes listed in Table 1.

**"Maximum Special Tax"** with respect to an Assessor's Parcel for a Fiscal Year means the Maximum Special Tax, determined as provided in Section C below, that can be levied in that Fiscal Year on that Assessor's Parcel.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for a non-residential use.

**"Property Owner Association"** means a private entity that owns and maintains property incidental to the development within CFD No. 2005-4 for the common use of its members, as determined by the CFD Administrator.

**"Property Owner Association Property"** means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2005-4 that was owned by, or irrevocably offered for dedication to, a Property Owner Association, including any master or sub-association, as of January 1 of the previous Fiscal Year. Notwithstanding this definition any Assessor's Parcel upon which Single Family Property is located shall not be classified as Property Owner Association Property, but shall be classified and taxed as Single Family Property.

**"Proportionately"** means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

**"Public Property"** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2005-4 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; and (ii) any property within the boundaries of CFD No. 2005-4 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility

easement making impractical its utilization for other than the purpose set forth in the easement.

**"Single Family Property"** means all Assessor's Parcels of Developed Property for which building permits have been issued for residential units.

**"Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

**"Special Tax Requirement"** means that amount required in any Fiscal Year for CFD No. 2005-4 to: (i) pay for maintenance of parks, parkways, and open space; (ii) pay for police and fire protection; and (iii) pay Administrative Expenses; less (iv) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2005-4 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2005-4 shall be classified as Developed Property or Undeveloped Property and shall be subject to the Special Tax in accordance with this rate and method of apportionment. Single Family Property shall be assigned to Land Use Class 1. Non-Residential Property shall be assigned to Land Use Class 2 and taxed based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2005-2006 for each Land Use Class is shown below in Table 1.

**TABLE 1**

**Maximum Special Taxes for Developed Property  
For Fiscal Year 2005-2006  
Community Facilities District No. 2005-4**

<b>Land Use Class</b>	<b>Description</b>	<b>Maximum Special Tax</b>
1	Single Family Property	\$793.69 per unit
2	Non-Residential Property	\$5,825 per Acre

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

c. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Assessor's Parcel.

For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

**2. Undeveloped Property**

No Special Tax shall be levied on Undeveloped Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2005-2006 and for each following Fiscal Year, the Council shall levy the Special Tax so that the amount of the Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel for which an occupancy permit for private residential use has been issued

be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-4.

**E. EXEMPTIONS**

No Special Tax shall be levied on Property Owner Association Property or Public Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property or Public Property, its tax-exempt status will be revoked.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2005-4 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement.

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## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2005-4  
(Latigo Ranch)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

City of Brawley  
CFD No. 2005-4  
FY 2019-2020 Special Tax Roll

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-412-012-000	1	\$1,047.26
048-412-013-000	1	\$1,047.26
048-412-014-000	1	\$1,047.26
048-412-015-000	1	\$1,047.26
048-415-027-000	1	\$1,047.26
048-415-028-000	1	\$1,047.26
048-415-029-000	1	\$1,047.26
048-415-030-000	1	\$1,047.26
048-415-031-000	1	\$1,047.26
048-415-032-000	1	\$1,047.26
048-416-001-000	1	\$1,047.26
048-416-002-000	1	\$1,047.26
048-416-003-000	1	\$1,047.26
048-416-004-000	1	\$1,047.26
048-416-005-000	1	\$1,047.26
048-416-006-000	1	\$1,047.26
048-416-007-000	1	\$1,047.26
048-416-010-000	1	\$1,047.26
<b>Total Number of Parcels Taxed</b>		<b>18</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$18,850.68</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, black, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

[www.FinanceDTA.com](http://www.FinanceDTA.com)

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the text.

5000 BIRCH STREET, SUITE 6000  
NEWPORT BEACH, CA 92660  
PHONE (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
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Clean Energy Bonds

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 OF THE CITY OF BRAWLEY (MALAN PARK) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2006-1 FOR FISCAL YEAR 2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2006-1 of the City of Brawley (Malan Park) ("CFD No. 2006-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2006-1 is authorized pursuant to its Resolution Establishing Community Facilities District No. 2006-1 of the City of Brawley (Malan Park), Authorizing the Levy of Special Taxes and Calling an Election therein approved on October 17, 2006 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2006-1 for the purpose of financing (1) the maintenance of certain real or other tangible property within the City of Brawley, California, including all furnishings, equipment and supplies related thereto (collectively, the "District Facilities"), which District Facilities have a useful life of five years or longer; (2) the provision of those police protection services and fire protection and suppression services to the property in the District (collectively, the "District Services") and (3) the incidental expenses to be incurred in connection with and maintaining the District Facilities, providing the District Services and forming and administering the District (the "District Incidental Expenses"); and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the report prepared by David Taussig

and Associates for CFD No. 2006-1 entitled "City of Brawley Community Facilities District No. 2006-1 (Malan Park)" (the "Report") (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides**, City Clerk



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**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2006-1  
(MALAN PARK)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside  
Dallas | Houston | Raleigh*



**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

Community Facilities District No. 2006-1  
(Malan Park)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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2019-2020**

## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA to determine the special tax requirement for Community Facilities District No. 2006-1 ("CFD No. 2006-1") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2006-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2006-1, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection services. CFD No. 2006-1 is not authorized to sell bonds.

A map showing the property in CFD No. 2006-1 is included in Appendix A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2006-1. Pursuant to the Rate and Method of Apportionment ("RMA"), the special tax shall be levied as long as necessary to meet the Special Tax Requirement. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within CFD No. 2006-1.

### Section II

Section II analyzes the previous year's special tax levy.

### Section III

Section III determines the financial obligations of CFD No. 2006-1 for fiscal year 2019-2020.

### Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the fiscal year 2019-2020 special taxes for each classification of property is included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

### A Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into three separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

**Table 1: Community Facilities District No. 2006-1  
Developed Property Classifications**

Land Use Class	Description
1	Single Family Property
2	Single Family Attached Property
3	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous fiscal year shall be considered Developed Property. For example, all property in CFD No. 2006-1 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020.

### B Development Update

Background research was conducted to determine the amount and type of development activity that occurred during the previous fiscal year. Review of the City of Brawley's building permit records indicated that 1 new building permit within CFD No. 2006-1 was issued for 40 single family attached units between January 1, 2018 and January 1, 2019. As of January 1, 2019, building permits had been issued for 96 single family detached units and 81 single family attached units within CFD No. 2006-1. The table below indicates the cumulative Developed Property within CFD No. 2006-1.

**Table 2: Fiscal Year 2019-2020  
Cumulative Developed Property**

Class	Land Use	Number of Units / Acres
1	Single Family Property	96 units
2	Single Family Attached Property	81 units
3	Non-Residential Property	0 acres

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVY**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$82,890.44. As of May 23, 2019, all \$82,890.44 in special taxes had been collected by the County.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT**

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2006-1 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2019-2020 the funds required from CFD No. 2006-1 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to \$106,893.06, the amount that can be collected through the levy of the maximum special tax.

## IV METHOD OF APPORTIONMENT

### A Maximum Special Taxes

The amount of special taxes that CFD No. 2006-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The maximum special taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2008, the maximum special tax shall be increased by an amount equal to two percent (2%) of the maximum special tax in effect for the previous fiscal year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

### B Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with fiscal year 2008-2009 and for each following fiscal year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of \$106,893.06 from Developed Property. The fiscal year 2019-2020 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Table 3: FY 2019-2020 Annual Special Taxes for Developed Property

Land Use Class	Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax
1	Single Family Detached Property	\$642.11 per unit	\$642.10 per unit
2	Single Family Attached Property	\$558.67 per unit	\$558.66 per unit
3	Non-Residential Property	\$3,674.20 per acre	\$0.00 per acre

A list of the actual special tax levied against each parcel in CFD No. 2006-1 is included in Appendix C.

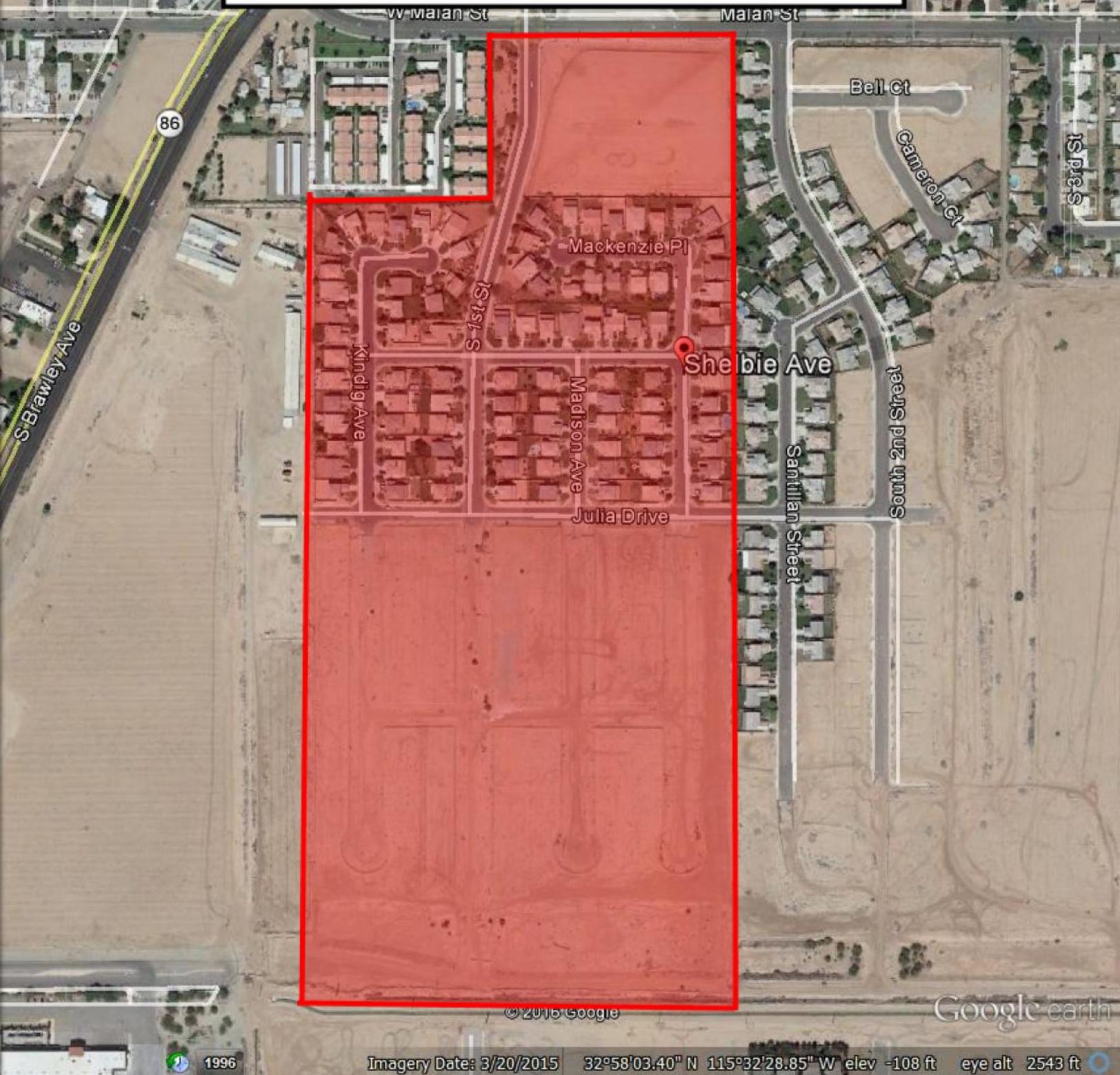
# **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2006-1  
(Malan Park)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2006-1  
(Malan Park)**



## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2006-1  
(Malan Park)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2006-1  
(MALAN PARK)**

A Special Tax as hereinafter described shall be levied on all Assessor's Parcels in City of Brawley Community Facilities District No. 2006-1 (Malan Park) ("CFD No. 2006-1") and collected each Fiscal Year commencing in Fiscal Year 2007-2008, in an amount determined by the Council according to the method of apportionment set forth herein. All of the real property in CFD No. 2006-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the costs associated with the determination of the amount of the Special Tax, collection of the Special tax, payment of the Special Tax, or otherwise incurred in order to carry out the authorized purposes of CFD No. 2006-1. Administrative Expenses include costs described in the previous sentence which the City has paid or incurred, is obligated to pay or incur in the future, or reasonably expects to pay or incur. Administrative Expenses also include attorney's fees and other costs related to the consideration and review of any appeal of a Special Tax pursuant to Section F herein, to the defense or prosecution of any legal action related to the Special Tax and to the commencement and pursuit to completion of any foreclosure action related to a lien for the Special Tax.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 2006-1**" means Community Facilities District No. 2006-1 (Malan Park) of the City.

"**City**" means the City of Brawley.

"**Council**" means the City Council of the City, acting as the legislative body of CFD No. 2006-1.

"**County**" means the County of Imperial.

"**Developed Property**" means, for each Fiscal Year all Taxable Property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Land Use Class**" means any of the classes listed in Table 1.

"**Maximum Special Tax**" with respect to an Assessor's Parcel for a Fiscal Year means the Maximum Special Tax, determined as provided in Section C below, that can be levied in that Fiscal Year on that Assessor's Parcel.

"**Non-Residential Property**" means all Assessor's Parcels of Developed Property for which a building permit has been issued for a non-residential use.

"**Property Owner Association**" means a private entity that owns and maintains property incidental to the development within CFD No. 2006-1 for the common use of its members, as determined by the CFD Administrator.

"**Property Owner Association Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2006-1 that was owned by, or irrevocably offered for dedication to, a Property Owner Association, including any master or sub-association, as of January 1 of the previous Fiscal Year. Notwithstanding this definition any Assessor's Parcel upon which a dwelling unit is located shall not be classified as Property Owner Association Property, but shall be classified and taxed as Developed Property.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

"**Public Property**" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2006-1 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; and (ii) any property within the boundaries of CFD No. 2006-1 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility

easement making impractical its utilization for other than the purpose set forth in the easement.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**"Single Family Attached Property"** means all Assessor's Parcels of Residential Property, for which building permits have been issued for attached residential units.

**"Single Family Detached Property"** means all Assessor's Parcels of Residential Property for which building permits have been issued for detached residential units.

**"Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

**"Special Tax Requirement"** means that amount required in any Fiscal Year for CFD No. 2006-1 to: (i) pay for maintenance of parks, parkways, and open space; (ii) pay for police and fire protection; and (iii) pay Administrative Expenses; less (iv) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2006-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2006-1 shall be classified as Developed Property or Undeveloped Property and shall be subject to the Special Tax in accordance with this rate and method of apportionment. Single Family Detached Property shall be assigned to Land Use Class 1. Single Family Attached Property shall be assigned to Land Use Class 2. Non-Residential Property shall be assigned to Land Use Class 3 and taxed based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2007-2008 for each Land Use Class is shown below in Table 1.

**TABLE 1**

**Maximum Special Taxes for Developed Property  
For Fiscal Year 2007-2008  
Community Facilities District No. 2006-1**

<b>Land Use Class</b>	<b>Description</b>	<b>Fiscal Year 2007-2008 Maximum Special Tax</b>
1	Single Family Detached Property	\$506.30 per unit
2	Single Family Attached Property	\$440.50 per unit
3	Non-Residential Property	\$2,897.08 per acre

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2008, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

c. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Assessor's Parcel.

For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

**2. Undeveloped Property**

No Special Tax shall be levied on Undeveloped Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2007-2008 and for each following Fiscal Year, the Council shall levy the Special Tax so that the amount of the Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2006-1.

**E. EXEMPTIONS**

No Special Tax shall be levied on Property Owner Association Property or Public Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property or Public Property, its tax-exempt status will be revoked.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2006-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement.

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## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2006-1  
(Malan Park)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

**City of Brawley**  
**CFD No. 2006-1**  
**FY 2019-2020 Special Tax Roll**

---

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-275-019-000	1	\$642.10
048-275-020-000	1	\$642.10
048-275-021-000	1	\$642.10
048-275-022-000	1	\$642.10
048-275-023-000	1	\$642.10
048-275-024-000	1	\$642.10
048-275-025-000	1	\$642.10
048-275-026-000	1	\$642.10
048-275-027-000	1	\$642.10
048-275-028-000	1	\$642.10
048-275-029-000	1	\$642.10
048-275-030-000	1	\$642.10
048-275-031-000	1	\$642.10
048-275-032-000	1	\$642.10
048-275-033-000	1	\$642.10
048-275-034-000	1	\$642.10
048-275-035-000	1	\$642.10
048-275-036-000	1	\$642.10
048-275-037-000	1	\$642.10
048-275-038-000	1	\$642.10
048-275-039-000	1	\$642.10
048-275-040-000	1	\$642.10
048-275-041-000	1	\$642.10
048-275-042-000	1	\$642.10
048-275-043-000	1	\$642.10
048-275-044-000	1	\$642.10
048-275-045-000	1	\$642.10
048-275-046-000	1	\$642.10
048-275-047-000	1	\$642.10
048-275-048-000	1	\$642.10
048-275-049-000	1	\$642.10
048-275-050-000	1	\$642.10
048-275-051-000	1	\$642.10
048-275-052-000	1	\$642.10
048-275-053-000	1	\$642.10
048-275-054-000	1	\$642.10
048-275-056-000	2	\$22,905.06
048-275-057-000	2	\$22,346.40
048-276-001-000	1	\$642.10
048-276-002-000	1	\$642.10
048-276-003-000	1	\$642.10

## Appendix C

**City of Brawley**  
**CFD No. 2006-1**  
**FY 2019-2020 Special Tax Roll**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-276-004-000	1	\$642.10
048-276-005-000	1	\$642.10
048-276-006-000	1	\$642.10
048-276-007-000	1	\$642.10
048-276-008-000	1	\$642.10
048-276-009-000	1	\$642.10
048-276-010-000	1	\$642.10
048-276-011-000	1	\$642.10
048-276-012-000	1	\$642.10
048-277-001-000	1	\$642.10
048-277-002-000	1	\$642.10
048-277-003-000	1	\$642.10
048-277-004-000	1	\$642.10
048-277-005-000	1	\$642.10
048-277-006-000	1	\$642.10
048-277-007-000	1	\$642.10
048-277-008-000	1	\$642.10
048-277-009-000	1	\$642.10
048-277-010-000	1	\$642.10
048-277-011-000	1	\$642.10
048-277-012-000	1	\$642.10
048-278-001-000	1	\$642.10
048-278-002-000	1	\$642.10
048-278-003-000	1	\$642.10
048-278-004-000	1	\$642.10
048-278-005-000	1	\$642.10
048-278-006-000	1	\$642.10
048-278-007-000	1	\$642.10
048-278-008-000	1	\$642.10
048-278-009-000	1	\$642.10
048-278-010-000	1	\$642.10
048-278-011-000	1	\$642.10
048-278-012-000	1	\$642.10
048-279-001-000	1	\$642.10
048-279-002-000	1	\$642.10
048-279-003-000	1	\$642.10
048-279-004-000	1	\$642.10
048-279-005-000	1	\$642.10
048-279-006-000	1	\$642.10
048-279-007-000	1	\$642.10
048-279-008-000	1	\$642.10

## Appendix C

City of Brawley  
CFD No. 2006-1  
FY 2019-2020 Special Tax Roll

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX</u>
048-279-009-000	1	\$642.10
048-279-010-000	1	\$642.10
048-279-011-000	1	\$642.10
048-279-012-000	1	\$642.10
048-279-013-000	1	\$642.10
048-279-014-000	1	\$642.10
048-279-015-000	1	\$642.10
048-279-016-000	1	\$642.10
048-279-017-000	1	\$642.10
048-279-018-000	1	\$642.10
048-279-019-000	1	\$642.10
048-279-020-000	1	\$642.10
048-279-021-000	1	\$642.10
048-279-022-000	1	\$642.10
048-279-023-000	1	\$642.10
048-279-024-000	1	\$642.10
<b>Total Number of Parcels Taxed</b>		<b>98</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$106,893.06</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, black, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

[www.FinanceDTA.com](http://www.FinanceDTA.com)

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the contact information.

5000 BIRCH STREET, SUITE 6000  
NEWPORT BEACH, CA 92660  
PHONE (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 OF THE CITY OF BRAWLEY (LUCKEY RANCH) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2007-1 FOR FISCAL YEAR 2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2007-1 of the City of Brawley (Luckey Ranch) ("CFD No. 2007-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2007-1 is authorized pursuant to Resolution Nos. 2007-39 and 2007-40 approved on September 18, 2007 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2007-1 for the purpose of financing: (1) the maintenance of parks and open space as described in Resolution No. 2007-40, including all furnishings, equipment and supplies related thereto and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2007-40 within the boundaries of the City ((1) and (2) being referred to herein, collectively, as the "City Services"), (3) the purchase, construction, expansion, improvement or rehabilitation of the facilities identified in Attachment B to Resolution No. 2007-33 and incorporated herein by this reference, including storm drain, sewer, water, landscaping, curb and gutter, park, roadway, highway and bridge, traffic signals and safety lighting, flood control library, police, fire and recreation facilities (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District, all by the levy of special taxes for CFD No. 2007-1 pursuant to the Resolutions of Formation; and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2007-1 entitled "City of Brawley Community Facilities District No. 2007-1 (Luckey Ranch)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides, City Clerk**



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**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(LUCKEY RANCH)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside  
Dallas | Houston | Raleigh*



**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

Community Facilities District No. 2007-1  
(Luckey Ranch)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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**APPENDIX C SPECIAL TAX ROLL, FISCAL YEAR  
2019-2020**

## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA to determine the special tax requirement for Community Facilities District No. 2007-1 ("CFD No. 2007-1") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2007-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, CFD No. 2007-1 is authorized to issue up to \$20,000,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, CFD No. 2007-1 is authorized to levy the Special Tax B to pay for (i) maintenance of parks, parkways, and open space, and (ii) police and fire protection services.

A map showing the property in CFD No. 2007-1 is included in Appendix A.

The bonded indebtedness of CFD No. 2007-1 is both secured and repaid through the annual levy and collection of the Special Tax A from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2007-1. Pursuant to the Rate and Method of Apportionment ("RMA"), the Special Tax A shall be levied each year to fully satisfy the special tax requirement, but in no event shall it be levied after fiscal year 2057-2058. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within CFD No. 2007-1.

### Section II

Section II analyzes the previous year's Special Tax A and Special Tax B levies.

### Section III

Section III determines the special tax requirement for facilities for CFD No. 2007-1 for fiscal year 2019-2020.

#### **Section IV**

Section IV determines the special tax requirement for services for CFD No. 2007-1 for fiscal year 2019-2020.

#### **Section V**

Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the fiscal year 2019-2020 Special Tax A and Special Tax B for each classification of property are included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the construction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous fiscal year shall be considered Developed Property. For example, all property in CFD No. 2007-1 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020

### A Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into twelve separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

**Table 1: Special Tax A  
Developed Property Classifications**

Land Use Class	Description	Residential Floor Area
1	Single Family Detached Property	≥ 2,400 s.f.
2	Single Family Detached Property	2,100 – 2,399 s.f.
3	Single Family Detached Property	1,800 – 2,099 s.f.
4	Single Family Detached Property	< 1,800 s.f.
5	Duplex Property	≥ 1,800 s.f.
6	Duplex Property	1,500 – 1,799 s.f.
7	Duplex Property	< 1,500 s.f.
8	Condominium Property	≥ 1,550 s.f.
9	Condominium Property	1,350 – 1,549 s.f.
10	Condominium Property	1,150 – 1,349 s.f.
11	Condominium Property	< 1,150 s.f.
12	Non-Residential Property	N/A

## B Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into four separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

**Table 2: Special Tax B  
Developed Property Classifications**

Description
Single Family Detached Property
Duplex Property
Condominium Property
Non-Residential Property

No Special Tax B is levied on Undeveloped Property.

## C Development Update

As of January 1, 2019, building permits had been issued for 10 single family detached units and 8 duplex units within CFD No. 2007-1. The table below indicates the cumulative Developed Property within CFD No. 2007-1.

The table below lists the aggregate amount of Developed Property by special tax classification.

**Table 3: Fiscal Year 2019-2020  
Cumulative Developed Property**

Land Use Class	Description	Residential Floor Area	Number of Units/Acres
1	Single Family Detached Property	≥ 2,400 s.f.	3 units
2	Single Family Detached Property	2,100 – 2,399 s.f.	4 units
3	Single Family Detached Property	1,800 – 2,099 s.f.	1 unit
4	Single Family Detached Property	< 1,800 s.f.	2 units
5	Duplex Property	≥ 1,800 s.f.	3 units
6	Duplex Property	1,500 – 1,799 s.f.	4 units
7	Duplex Property	< 1,500 s.f.	1 unit
8	Condominium Property	≥ 1,550 s.f.	0 units
9	Condominium Property	1,350 – 1,549 s.f.	0 units
10	Condominium Property	1,150 – 1,349 s.f.	0 units
11	Condominium Property	< 1,150 s.f.	0 units
12	Non-Residential Property	N/A	0 acres

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVIES**

### **A Fiscal Year 2018-2019 Special Tax A Levy**

The Special Tax A was not levied in fiscal year 2018-2019.

### **B Fiscal Year 2018-2019 Special Tax B Levy**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$10,840.84. As of May 23, 2019, \$6,017.66 in special taxes had been collected by the County. The remaining \$4,823.18 in special is delinquent, resulting in a delinquency rate of 44.49%.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR FACILITIES**

Since bonds have not yet been issued for CFD No. 2007-1, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by CFD No. 2007-1 and annual administrative expenses as provided for by the RMA.

Notwithstanding the foregoing, the City has decided not to levy Special Tax A in fiscal year 2019-2020. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA.

#### **IV FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR SERVICES**

Pursuant to the RMA, the Special Tax B may be levied in CFD No. 2007-1 to pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2019-2020 the funds required from CFD No. 2007-1 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to \$11,057.56, the amount that can be collected through the levy of the maximum Special Tax B.

## **V METHOD OF APPORTIONMENT**

### **A Maximum Special Taxes**

The amount of special taxes that CFD No. 2007-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The maximum Special Tax A is specified in Section C.1 of the RMA. The maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2008, the maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum Special Tax B in effect for the previous fiscal year.

### **B Apportionment of Special Tax A**

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA.

The first step states that the Council shall levy the Special Tax A Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the special tax requirement for facilities, then the second step is applied. The second step states that the Council shall proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the special tax requirement for facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

As discussed in Section III, the Special Tax A will not be levied in fiscal year 2019-2020. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA. The fiscal year 2019-2020 Assigned Special Tax A and actual Special Tax A are shown in the following table.

**Table 4: FY 2019-2020 Special Tax A**

Land Use Class	Description	Residential Floor Area	FY 2019-2020 Assigned/Maximum Special Tax A	FY 2019-2020 Actual Special Tax A
1	Single Family Detached Property	≥ 2,400 s.f.	\$805.00 per unit	\$0.00 per unit
2	Single Family Detached Property	2,100 – 2,399 s.f.	\$717.00 per unit	\$0.00 per unit
3	Single Family Detached Property	1,800 – 2,099 s.f.	\$648.00 per unit	\$0.00 per unit
4	Single Family Detached Property	< 1,800 s.f.	\$561.00 per unit	\$0.00 per unit
5	Duplex Property	≥ 1,800 s.f.	\$601.00 per unit	\$0.00 per unit
6	Duplex Property	1,500 – 1,799 s.f.	\$539.00 per unit	\$0.00 per unit
7	Duplex Property	< 1,500 s.f.	\$460.00 per unit	\$0.00 per unit
8	Condominium Property	≥ 1,550 s.f.	\$571.00 per unit	\$0.00 per unit
9	Condominium Property	1,350 – 1,549 s.f.	\$497.00 per unit	\$0.00 per unit
10	Condominium Property	1,150 – 1,349 s.f.	\$455.00 per unit	\$0.00 per unit
11	Condominium Property	< 1,150 s.f.	\$414.00 per unit	\$0.00 per unit
12	Non-Residential Property	N/A	\$7,095.00 per Acre	\$0.00 per unit
N/A	Undeveloped Property	N/A	\$7,095.00 per Acre	\$0 per Acre

**C Apportionment of Special Tax B**

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA.

Commencing with fiscal year 2019-2020 and for each following fiscal year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor’s Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of \$11,057.56 from Residential Property. The fiscal year 2019-2020 assigned special taxes are shown for each classification of Developed Property in the following table.

**Table 5: FY 2019-2020 Special Tax B**

Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax B
Single Family Detached Property	\$655.35 per unit	\$655.34 per unit
Duplex Property	\$563.02 per unit	\$563.02 per unit
Condominium Property	\$424.59 per unit	\$0.00 per unit
Non-Residential Property	\$4,324.25 per Acre	\$0.00 per Acre

Please note, pursuant to the RMA, no Special Tax B shall be levied on Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2007-1 is included in Appendix C.

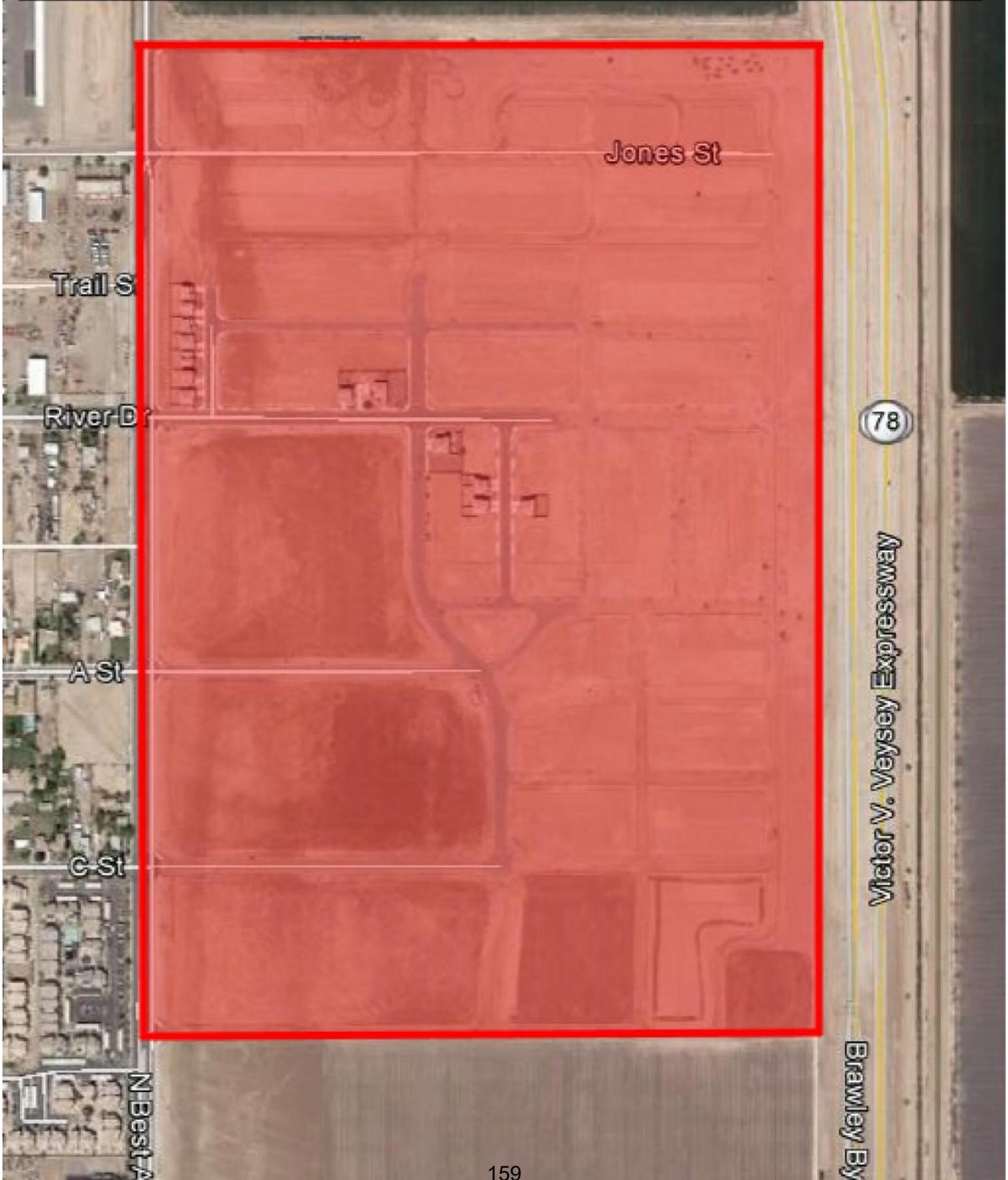
## **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-1  
(Luckey Ranch)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2007-1  
(Luckey Ranch)**



## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-1  
(Lucky Ranch)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(LUCKEY RANCH)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the City of Brawley Community Facilities District No. 2007-1 (Luckey Ranch) ("CFD No. 2007-1") and collected each Fiscal Year commencing in Fiscal Year 2007-08, in an amount determined by the Council, according to the method of apportionment set forth herein. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2007-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2007-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2007-1 or any designee thereof of complying with City, CFD No. 2007-1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2007-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2007-1 for any other administrative purposes of CFD No. 2007-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

**"Assessor's Parcel"** means any real property to which an Assessor's parcel number is assigned as shown on an Assessor's Parcel Map.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

**"Assigned Special Tax A"** means the Special Tax A for each Land Use Class of Developed Property within CFD No. 2007-1, as determined in accordance with Section C below.

**"Backup Special Tax A"** means the Special Tax A applicable to each Assessor's Parcel of Residential Property within CFD No. 2007-1, as determined in accordance with Section C below.

**"Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2007-1 under the Act.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Services, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2007-1"** means the City of Brawley Community Facilities District No. 2007-1 (Luckey Ranch).

**"City"** means the City of Brawley.

**"Condominium Property"** means all Assessor's Parcels of Residential Property for which building permits have been issued for attached residential units meeting the statutory definition of a condominium contained in the California Civil Code, Section 1351.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2007-1.

**"County"** means the County of Imperial.

**"Developed Property"** means, for each Fiscal Year, all Taxable Property, exclusive of Other Taxable Property, for which a building permit for new construction was issued after January 1, 2006 and prior to January 1 of the prior Fiscal Year.

**"Duplex Property"** means all Assessor's Parcels of Residential Property for which building permits have been issued for attached residential units, excluding Condominium Property.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indenture"** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Land Use Class"** means any of the classes listed in Table 1 or Table 2 below.

**"Maximum Special Tax"** means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

**"Maximum Special Tax A"** means the Maximum Special Tax A, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2007-1.

**"Maximum Special Tax B"** means the Maximum Special Tax B, determined in accordance with Section C.2 below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2007-1.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

**"Outstanding Bonds"** means all Bonds which are deemed to be outstanding under the Indenture.

**"Other Taxable Property"** means Taxable Public Property and Taxable Property Owner Association Property.

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 2007-1 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax A levy to the Assigned Special Tax A is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property and Other Taxable Property, "Proportionately" means that the ratio of the actual Special Tax A levy per Acre to the Maximum Special Tax A per Acre is equal for all Assessor's Parcels of Undeveloped Property or Other Taxable Property.

**"Public Property"** means, for each Fiscal Year, any property within CFD No. 2007-1 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the County, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

**"Residential Floor Area"** means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**"Single Family Detached Property"** means all Assessor's Parcels of Residential Property for which building permits have been issued for detached residential units.

**"Special Tax"** means the Special Tax A and/or Special Tax B, as applicable.

**"Special Tax A"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Facilities.

**"Special Tax B"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement for Services.

**"Special Tax Requirement for Facilities"** means that amount required in any Fiscal Year for CFD No. 2007-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay all or a portion of the Administrative Expenses as determined by the CFD Administrator; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for acquisition or construction of CFD No. 2007-1 facilities eligible under the Act; and (vi) pay for reasonably anticipated Special Tax A delinquencies based on the historical delinquency rate for CFD No. 2007-1 as determined by the CFD Administrator; less (vii) a credit for funds available to reduce the annual Special Tax A levy, as determined by the CFD Administrator pursuant to the Indenture.

**"Special Tax Requirement for Services"** means that amount required in any Fiscal Year for CFD No. 2007-1 to: (i) pay directly for maintenance of parks, parkways, and open space; (ii) pay directly for police and fire protection services; (iii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; less (iv) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2007-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Taxable Property Owner Association Property"** means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Other Taxable Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2007-1 shall be classified as Developed Property, Other Taxable Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be classified as Single Family Detached Property, Duplex Property, Condominium Property, and Non-Residential Property. Single Family Detached Property shall be assigned to Land Use Classes 1 through 4. Duplex Property shall be assigned to Land Use Classes 5 through 7. Condominium Property shall be assigned to Land Use Classes 8 through 10. Non-Residential Property shall be assigned to Land Use Class 11.

The Assigned Special Tax A for Residential Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Assigned Special Tax A for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX**

**1. SPECIAL TAX A**

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A.

(ii) Assigned Special Tax A

The Assigned Special Tax A for each Land Use Class is shown below in Table 1.

**TABLE 1**  
**Assigned Special Tax A for Developed Property in  
CFD No. 2007-1**

Land Use Class	Description	Residential Floor Area	Assigned Special Tax A
1	Single Family Detached Property	≥ 2,400 s.f.	\$805 per unit
2	Single Family Detached Property	2,100 – 2,399 s.f.	\$717 per unit
3	Single Family Detached Property	1,800 – 2,099 s.f.	\$648 per unit
4	Single Family Detached Property	< 1,800 s.f.	\$561 per unit
5	Duplex Property	≥ 1,800 s.f.	\$601 per unit
6	Duplex Property	1,500 – 1,799 s.f.	\$539 per unit
7	Duplex Property	< 1,500 s.f.	\$460 per unit
8	Condominium Property	≥ 1,550 s.f.	\$571 per unit
9	Condominium Property	1,350 – 1,549 s.f.	\$497 per unit
10	Condominium Property	1,150 – 1,349 s.f.	\$455 per unit
11	Condominium Property	< 1,150 s.f.	\$414 per unit
12	Non-Residential Property	NA	\$7,095 per Acre

(iii) Backup Special Tax A

The Backup Special Tax A shall be \$7,095 per Acre.

(iv) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax A levied on an Assessor's Parcel shall be the sum of the Assigned Special Tax A for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential

Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

b. Maximum Special Tax A for Undeveloped Property and Other Taxable Property

The Maximum Special Tax A for Undeveloped Property and Other Taxable Property shall be \$7,095 per Acre.

**2. SPECIAL TAX B**

a. Developed Property

(i) Maximum Special Tax B

The Fiscal Year 2007-08 Maximum Special Tax B for each Assessor's Parcel shall be the amount shown below in Table 2.

**TABLE 2**

**Maximum Special Tax B for Developed Property  
Fiscal Year 2007-08**

Description	FY 2007-08 Maximum Special Tax B
Single Family Detached Property	\$516.73 per unit
Duplex Property	\$443.95 per unit
Condominium Property	\$334.78 per unit
Non-Residential Property	\$3,409.63 per Acre

On each July 1, commencing July 1, 2008, the Assigned Special Tax A for each Land Use Class shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

b. Undeveloped Property and Other Taxable Property

There shall be no Special Tax B levied on Undeveloped and Other Taxable Property.

**D. APPORTIONMENT OF THE ANNUAL SPECIAL TAX**

**1. SPECIAL TAX A**

Commencing with Fiscal Year 2007-08 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Facilities and shall levy the Special Tax A as follows:

First: The Special Tax A shall be levied proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax A for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased in equal percentages from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Other Taxable Property at up to the Maximum Special Tax A for Other Taxable Property.

**2. SPECIAL TAX B**

Commencing with Fiscal Year 2007-08 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax B as follows:

The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Residential Property at up to 100% of the Maximum Special Tax B.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2007-1

**E. EXEMPTIONS**

**1. SPECIAL TAX A**

No Special Tax A shall be levied on up to 65.99 Acres of Public Property and Property Owner Association Property in CFD No. 2007-1. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, its tax-exempt status will be revoked.

Public Property or Property Owner Association Property that is not exempt from Special Tax A under this section shall be subject to the levy of the Special Tax A and shall be taxed Proportionately as part of the fourth step in Section D.1 above, at up to 100% of the applicable Maximum Special Tax A for Other Taxable Property, to the extent permitted by law.

**2. SPECIAL TAX B**

No Special Tax B shall be levied on Undeveloped Property, Public Property, or Property Owner Association Property.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2007-1 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. PREPAYMENT OF SPECIAL TAX**

The following definition applies to this Section H:

**"CFD Public Facilities"** means either \$5.8 million in 2007 dollars, which shall increase by the Construction Inflation Index on July 1, 2008, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2007-1 under the authorized bonding program for CFD No. 2007-1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

**"Construction Fund"** means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

**"Construction Inflation Index"** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

**"Outstanding Bonds"** means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all Bonds that have been issued by CFD No. 2007-1 prior to the date of prepayment.

**1. Prepayment in Full**

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid and permanently satisfied as described herein; provided that a prepayment may be made only for Assessor's Parcels of Developed Property or Undeveloped Property for which a building permit has been issued, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this service. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax A and Backup Special Tax A applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax A computed pursuant to paragraph 2 by the total estimated Assigned Special Tax A for the entire CFD No. 2007-1 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of the CFD No. 2007-1, excluding any Assessor's Parcels which have been prepaid, and

- (b) Divide the Backup Special Tax A computed pursuant to paragraph 2 by the estimated total Backup Special Tax A at buildout of the CFD No. 2007-1, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
  5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
  6. Compute the current Future Facilities Costs.
  7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
  8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
  9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
  10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
  11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
  12. Verify the administrative fees and expenses of CFD No. 2007-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
  13. The reserve fund credit ("Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the construction fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2007-1.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax A and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

The Special Tax B may not be prepaid.

## **2. Prepayment in Part**

The Special Tax A on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid.

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(P_E - AE) \times F] + AE$$

These terms have the following meaning:

- AE = the Administrative Fees and Expenses
- PP = the partial prepayment
- P<sub>E</sub> = the Prepayment Amount calculated according to Section H.1
- F = the percentage by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax A and the percentage by which the Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2007-1 that there has been a partial prepayment of the Special Tax A and that a portion of the Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

## **I. TERM OF SPECIAL TAX**

The Special Tax A shall be levied for a period not to exceed 50 years commencing in FY 2007-08. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services.

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## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-1  
(Luckey Ranch)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

**City of Brawley**  
**CFD No. 2007-1**  
**FY 2019-2020 Special Tax Roll**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX A</u>	<u>FY 2019-2020 SPECIAL TAX B</u>	<u>FY 2019-2020 TOTAL</u>
047-492-001-000	4	\$0.00	\$655.34	\$655.34
047-492-002-000	2	\$0.00	\$655.34	\$655.34
047-492-003-000	2	\$0.00	\$655.34	\$655.34
047-492-004-000	4	\$0.00	\$655.34	\$655.34
047-492-005-000	1	\$0.00	\$655.34	\$655.34
047-492-006-000	2	\$0.00	\$655.34	\$655.34
047-492-007-000	1	\$0.00	\$655.34	\$655.34
047-496-019-000	1	\$0.00	\$655.34	\$655.34
047-496-020-000	2	\$0.00	\$655.34	\$655.34
047-496-021-000	3	\$0.00	\$655.34	\$655.34
047-502-001-000	6	\$0.00	\$563.02	\$563.02
047-502-002-000	5	\$0.00	\$563.02	\$563.02
047-502-022-000	6	\$0.00	\$563.02	\$563.02
047-502-023-000	5	\$0.00	\$563.02	\$563.02
047-502-024-000	7	\$0.00	\$563.02	\$563.02
047-502-025-000	6	\$0.00	\$563.02	\$563.02
047-503-007-000	6	\$0.00	\$563.02	\$563.02
047-503-008-000	5	\$0.00	\$563.02	\$563.02
<b>Total Number of Parcels Taxed</b>		<b>0</b>	<b>18</b>	<b>18</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$0.00</b>	<b>\$11,057.56</b>	<b>\$11,057.56</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, black, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

[www.FinanceDTA.com](http://www.FinanceDTA.com)

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the contact information.

5000 BIRCH STREET, SUITE 6000  
NEWPORT BEACH, CA 92660  
PHONE (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 OF THE CITY OF BRAWLEY (SPRINGHOUSE) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2019-20.**

**WHEREAS**, the City of Brawley (the "City") previously established Community Facilities District No. 2007-2 of the City of Brawley (Springhouse) ("CFD No. 2007-2") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the City Council for the City acting as the legislative body of CFD No. 2007-2 is authorized pursuant to Resolution Nos. 2007-44 and 2007-45 approved on November 20, 2007 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2007-2 for the purpose of financing: (1) the provision of those police protection and fire protection and suppression services described in Resolution No. 2007-38, (2) the payment of certain impact fees related to the Springhouse Development Project to be applied by the City to the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Resolution No. 2007-38, (3) payment of acquisition costs of certain real or other tangible property described in Resolution No. 2007-38 ((2) and (3) collectively, the "Facilities"), which Facilities have a useful life of five years or longer and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"), all by the levy of special taxes for CFD No. 2007-2 pursuant to the Resolutions of Formation; and

**WHEREAS**, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2019-20 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**SECTION 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2019-20 at the

tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2007-2 entitled "City of Brawley Community Facilities District No. 2007-2 (Springhouse)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

**SECTION 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

**SECTION 6.** The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before August 12, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides**, City Clerk



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**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

**CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2007-2  
(SPRINGHOUSE)**

**MAY 24, 2019**

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside  
Dallas | Houston | Raleigh*



**FISCAL YEAR 2019-2020  
ADMINISTRATION REPORT**

Community Facilities District No. 2007-2  
(Springhouse)

**Prepared for:**  
**City of Brawley**  
400 Main Street  
Brawley, California 92227

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2019-2020

## INTRODUCTION

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by DTA. to determine the special tax requirement for Community Facilities District No. 2007-2 ("CFD No. 2007-2") of the City of Brawley ("the City") for fiscal year 2019-2020.

CFD No. 2007-2 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, CFD No. 2007-2 is authorized to issue up to \$4,500,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, CFD No. 2007-2 is authorized to levy the Special Tax B to pay for police and fire protection services.

A map showing the property in CFD No. 2007-2 is included in Appendix A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2019-2020, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2007-2. Pursuant to the Rate and Method of Apportionment ("RMA"), the Special Tax A shall be levied each year to fully satisfy the special tax requirement, but in no event shall it be levied after fiscal year 2047-2048. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services. The RMA is included in Appendix B.

This report is organized into the following sections:

### Section I

Section I provides an update of the development status of property within CFD No. 2007-2.

### Section II

Section II analyzes the previous year's Special Tax A and Special Tax B levies.

### Section III

Section III determines the special tax requirement for facilities for CFD No. 2007-2 for fiscal year 2019-2020.

### Section IV

Section IV determines the special tax requirement for services for CFD No. 2007-2 for fiscal year 2019-2020.

## **Section V**

Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the fiscal year 2019-2020 Special Tax A and Special Tax B for each classification of property are included.

## I SPECIAL TAX CLASSIFICATIONS AND DEVELOPMENT UPDATE

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the construction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous fiscal year shall be considered Developed Property. For example, all property in CFD No. 2007-2 for which building permits were issued as of January 1, 2019, will be classified as Developed Property in fiscal year 2019-2020.

### A Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into five separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Table 1: Special Tax A  
Developed Property Classifications

Land Use Class	Description	Residential Floor Area
1	Residential Property	≥ 1,700 s.f.
2	Residential Property	1,400 – 1,699 s.f.
3	Residential Property	1,200 – 1,399 s.f.
4	Residential Property	< 1,200 s.f.
5	Non-Residential Property	Not Applicable

### B Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into two separate special tax classifications for Residential Property and Non-Residential Property.

No Special Tax B is levied on Undeveloped Property.

### C Development Update

Background research was conducted to determine the amount and type of development activity that occurred during the previous fiscal year. Review of the City of Brawley's building permit records indicated that seven (7) new building permits within CFD 2007-2 were issued between January 1, 2018 and December 31, 2018. As of January 1, 2019, building permits had been issued for 106 residential units within CFD No. 2007-2. The table below indicates the cumulative Developed Property within CFD No. 2007-2.

The table below lists the aggregate amount of Developed Property by special tax classification.

**Table 2: Fiscal Year 2019-2020  
Cumulative Developed Property**

<b>Land Use Class</b>	<b>Description</b>	<b>Residential Floor Area</b>	<b>Number of Units/Acres</b>
1	Residential Property	≥ 1,700 s.f.	51 units
2	Residential Property	1,400 – 1,699 s.f.	42 units
3	Residential Property	1,200 – 1,399 s.f.	0 unit
4	Residential Property	< 1,200 s.f.	13 units
5	Non-Residential Property	N/A	0 units

## **II FISCAL YEAR 2018-2019 SPECIAL TAX LEVIES**

### **A Fiscal Year 2018-2019 Special Tax A Levy**

The Special Tax A was not levied in fiscal year 2018-2019.

### **B Fiscal Year 2018-2019 Special Tax B Levy**

The aggregate special tax levy for fiscal year 2018-2019 equaled \$53,289.72. As of May 23, 2019, \$51,674.88 in special taxes had been collected by the County. The remaining \$1,614.84 in special taxes is delinquent, resulting in a delinquency rate of 3.03%.

### **III FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR FACILITIES**

Since bonds have not yet been issued for CFD No. 2007-2, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by CFD No. 2007-2 and annual administrative expenses as provided for by the RMA.

Notwithstanding the foregoing, the City has decided not to levy Special Tax A in fiscal year 2019-2020. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA.

#### **IV FISCAL YEAR 2019-2020 SPECIAL TAX REQUIREMENT FOR SERVICES**

Pursuant to the RMA, the Special Tax B may be levied in CFD No. 2007-2 to pay for (a) police and fire protection services, and (b) administrative expenses; less (c) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2019-2020 the funds required from CFD No. 2007-2 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to \$58,198.24, the amount that can be collected through the levy of the maximum Special Tax B.

## **V METHOD OF APPORTIONMENT**

### **A Maximum Special Taxes**

The amount of special taxes that CFD No. 2007-2 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The maximum Special Tax A is specified in Section C.1 of the RMA. The maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2008, the maximum Special Tax A and maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum special tax in effect for the previous fiscal year.

### **B Apportionment of Special Tax A**

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA.

The first step states that the Council shall levy the Special Tax A proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the special tax requirement for facilities, then the second step is applied. The second step states that the Council shall proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the special tax requirement for facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

As discussed in Section III, the Special Tax A will not be levied in fiscal year 2019-2020. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA. The fiscal year 2019-2020 Assigned Special Tax A and actual Special Tax A are shown in the following table.

**Table 3: FY 2019-2020 Special Tax A**

Land Use Class	Description	Residential Floor Area	FY 2019-2020 Assigned/Maximum Special Tax A	FY 2019-2020 Actual Special Tax A
1	Residential Property	≥ 1,700 s.f.	\$1,608.12 per unit	\$0.00 per unit
2	Residential Property	1,400 – 1,699 s.f.	\$1,535.84 per unit	\$0.00 per unit
3	Residential Property	1,200 – 1,399 s.f.	\$1,398.87 per unit	\$0.00 per unit
4	Residential Property	< 1,200 s.f.	\$1,261.90 per unit	\$0.00 per unit
5	Non-Residential Property	N/A	\$23,840.41 per Acre	\$0.00 per Acre
N/A	Undeveloped Property	N/A	\$24,179.03 per Acre	\$0.00 per Acre

**C Apportionment of Special Tax B**

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA.

Commencing with fiscal year 2007-2008 and for each following fiscal year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor’s Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of \$58,198.24 from Residential Property. The fiscal year 2019-2020 assigned special taxes are shown for each classification of Developed Property in the following table.

**Table 4: FY 2019-2020 Special Tax B**

Description	FY 2019-2020 Maximum Special Tax	FY 2019-2020 Actual Special Tax B
Residential Property	\$549.04 per unit	\$549.04 per unit
Non-Residential Property	\$8,492.98 per Acre	\$0 per Acre

Please note, pursuant to the RMA, no Special Tax B shall be levied on Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2007-2 is included in Appendix C.

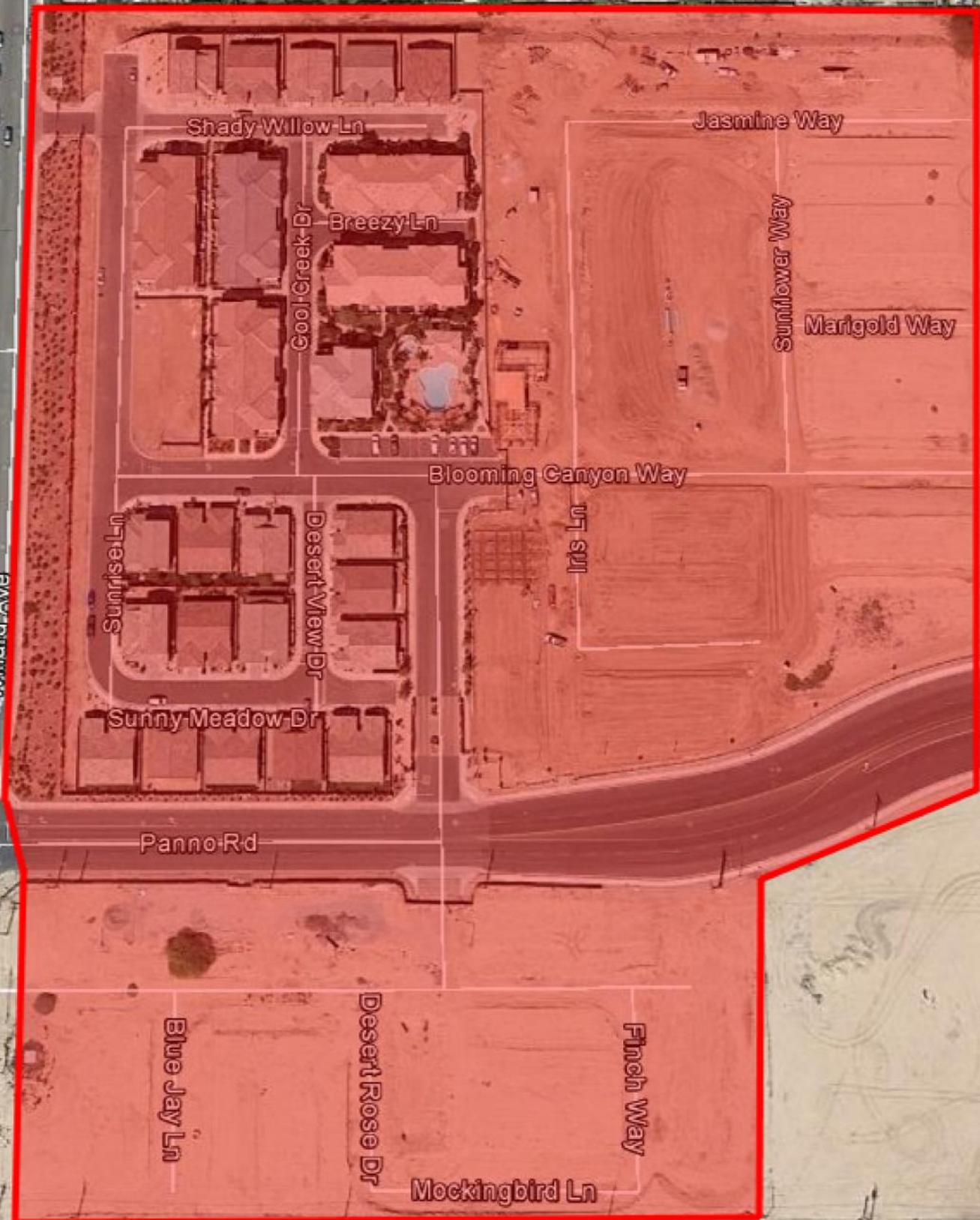
# **APPENDIX A**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-2  
(Springhouse)

## **BOUNDARY MAP**

**City of Brawley  
Community Facilities District No. 2007-2  
(Springhouse)**



Willard Ave

Williams Ave

## **APPENDIX B**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-2  
(Springhouse)

## **RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF BRAWLEY  
COMMUNITY FACILITIES DISTRICT NO. 2007-2  
(SPRINGHOUSE)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the City of Brawley Community Facilities District No. 2007-2 (Springhouse) ("CFD No. 2007-2") and collected each Fiscal Year commencing in Fiscal Year 2007-08, in an amount determined by the Council, according to the method of apportionment set forth herein. All of the real property in CFD No. 2007-2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2007-2: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2007-2 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2007-2 or any designee thereof of complying with City, CFD No. 2007-2 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2007-2 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2007-2 for any other administrative purposes of CFD No. 2007-2, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

**"Assessor's Parcel"** means any real property to which an Assessor's parcel number is assigned as shown on an Assessor's Parcel Map.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

**"Assigned Special Tax A"** means the Special Tax A for each Land Use Class of Developed Property within CFD No. 2007-2, as determined in accordance with Section C below.

**"Backup Special Tax A"** means the Special Tax A applicable to each Assessor's Parcel of Developed Property within CFD No. 2007-2, as determined in accordance with Section C below.

**"Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2007-2 under the Act.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Services, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2007-2"** means the City of Brawley Community Facilities District No. 2007-2 (Springhouse).

**"City"** means the City of Brawley.

**"Condominium"** means a unit, whether attached or detached, meeting the statutory definition of a condominium contained in the California Civil Code Section 1351.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2007-2.

**"County"** means the County of Imperial.

**"Developed Property"** means, for each Fiscal Year, all Taxable Property, exclusive of Other Taxable Property, for which a building permit for new construction was issued after January 1, 2007 and prior to January 1 of the prior Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indenture"** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Land Use Class"** means any of the classes listed in Table 1 or Table 2 below.

**"Maximum Special Tax"** means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

**"Maximum Special Tax A"** means the Maximum Special Tax A, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2007-2.

**"Maximum Special Tax B"** means the Maximum Special Tax B, determined in accordance with Section C.2 below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2007-2.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

**"Outstanding Bonds"** means all Bonds which are deemed to be outstanding under the Indenture.

**"Other Taxable Property"** means Taxable Public Property and Taxable Property Owner Association Property.

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 2007-2 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax A levy to the Assigned Special Tax A is equal for all Assessor's Parcels of Developed Property, and that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property and Other Taxable Property, "Proportionately" means that the ratio of the actual Special Tax A levy per Acre to the Maximum Special Tax A per Acre is equal for all Assessor's Parcels of Undeveloped Property or Other Taxable Property.

**"Public Property"** means, for each Fiscal Year, any property within CFD No. 2007-2 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the County, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

**"Residential Floor Area"** means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be

made by reference to the building permit(s) issued for such Assessor's Parcel, or if the square footage is not available from this source, as otherwise determined by the CFD Administrator based on the recorded condominium plan or other available documents.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**"Special Tax"** means the Special Tax A and/or Special Tax B, as applicable.

**"Special Tax A"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Facilities.

**"Special Tax B"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement for Services.

**"Special Tax Requirement for Facilities"** means that amount required in any Fiscal Year for CFD No. 2007-2 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay all or a portion of the Administrative Expenses as determined by the CFD Administrator; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for acquisition or construction of CFD No. 2007-2 facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated Special Tax A delinquencies based on the historical delinquency rate for CFD No. 2007-2 as determined by the CFD Administrator; less (vii) a credit for funds available to reduce the annual Special Tax A levy, as determined by the CFD Administrator pursuant to the Indenture.

**"Special Tax Requirement for Services"** means that amount required in any Fiscal Year for CFD No. 2007-2 to: (i) pay directly for police and fire protection services; (ii) pay Administrative Expenses not funded through the Special Tax Requirement for Facilities as determined by the CFD Administrator; less (iii) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2007-2 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Taxable Property Owner Association Property"** means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

"**Trustee**" means the trustee or fiscal agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Other Taxable Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2007-2 shall be classified as Developed Property, Other Taxable Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be classified as Residential Property and Non-Residential Property. Residential Property shall be assigned to Land Use Classes 1 through 4. Non-Residential Property shall be assigned to Land Use Class 5.

The Assigned Special Tax A for Residential Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Assigned Special Tax A for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX**

**1. SPECIAL TAX A**

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A.

(ii) Assigned Special Tax A

The Assigned Special Tax A for each Land Use Class is shown below in Table 1.

**TABLE 1**

**Assigned Special Tax A for Developed Property in  
CFD No. 2007-2**

Land Use Class	Description	Residential Floor Area	FY 2007-08 Assigned Special Tax A
1	Residential Property	≥ 1,700 s.f.	\$1,268 per unit
2	Residential Property	1,400 – 1,699 s.f.	\$1,211 per unit
3	Residential Property	1,200 – 1,399 s.f.	\$1,103 per unit
4	Residential Property	< 1,200 s.f.	\$995 per unit
5	Non-Residential Property	NA	\$18,798 per Acre

On each July 1, commencing July 1, 2008, the Assigned Special Tax A for each Land Use Class shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

(iii) Backup Special Tax A

The Fiscal Year 2007-08 Backup Special Tax A shall be \$18,798 per Acre. On each July 1, commencing July 1, 2008, the Backup Special Tax A shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the lot on which the Condominium is located, with the Acreage for such lot allocated equally among all of the Condominiums located or to be located on such lot.

(iv) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax A levied on an Assessor's Parcel shall be the sum of the Assigned Special Tax A for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The

CFD Administrator's allocation to each type of property shall be final.

b. Maximum Special Tax A for Undeveloped Property and Other Taxable Property

The Fiscal Year 2007-08 Maximum Special Tax A for Undeveloped Property and Other Taxable Property shall be \$19,065 per Acre. On each July 1, commencing July 1, 2008, the Maximum Special Tax A for Undeveloped Property and Other Taxable Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**2. SPECIAL TAX B**

a. Developed Property

(i) Maximum Special Tax B

The Fiscal Year 2007-08 Maximum Special Tax B for each Assessor's Parcel shall be the amount shown below in Table 2.

**TABLE 2**

**Maximum Special Tax B for Developed Property  
Fiscal Year 2007-08**

<b>Land Use Class</b>	<b>Description</b>	<b>FY 2007-08 Maximum Special Tax B</b>
1 – 4	Residential Property	\$432.92 per unit
5	Non-Residential Property	\$6,696.68 per Acre

On each July 1, commencing July 1, 2008, the Maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

b. Undeveloped Property and Other Taxable Property

There shall be no Special Tax B levied on Undeveloped and Other Taxable Property.

**D. APPORTIONMENT OF THE ANNUAL SPECIAL TAX**

**1. SPECIAL TAX A**

Commencing with Fiscal Year 2007-08 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Facilities and shall levy the Special Tax A until the Special Tax A levy equals the Special Tax Requirement for Facilities, as follows:

First: The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax A for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the levy of the Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased in equal percentages from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Other Taxable Property at up to the Maximum Special Tax A for Other Taxable Property.

**2. SPECIAL TAX B**

Commencing with Fiscal Year 2007-08 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax B until the Special Tax B levy equals the Special Tax Requirement for Services, as follows:

The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Residential Property at up to 100% of the Maximum Special Tax B.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2007-2

**E. EXEMPTIONS**

**1. SPECIAL TAX A**

No Special Tax A shall be levied on up to 1.45 Acres of Public Property and Property Owner Association Property in CFD No. 2007-2. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, its tax-exempt status will be revoked.

Public Property or Property Owner Association Property that is not exempt from Special Tax A under this section shall be subject to the levy of the Special Tax A and shall be taxed Proportionately as part of the fourth step in Section D.1 above, at up to 100% of the applicable Maximum Special Tax A for Other Taxable Property, to the extent permitted by law.

**2. SPECIAL TAX B**

No Special Tax B shall be levied on Undeveloped Property, Public Property, or Property Owner Association Property.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2007-2 may directly bill the

Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

## **H. PREPAYMENT OF SPECIAL TAX**

The following definition applies to this Section H:

**"CFD Public Facilities"** means either \$3.3 million in 2007 dollars, which shall increase by the Construction Inflation Index on July 1, 2008, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2007-2 under the authorized bonding program for CFD No. 2007-2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

**"Construction Fund"** means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

**"Construction Inflation Index"** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

**"Outstanding Bonds"** means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all Bonds that have been issued by CFD No. 2007-2 prior to the date of prepayment.

### **1. Prepayment in Full**

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid and permanently satisfied as described herein; provided that a prepayment may be made only for Assessor's Parcels of Developed Property, Undeveloped Property for which a building permit has been issued, Taxable Public Property, or Taxable Property Owner Association Property and only if there are no delinquent Special Taxes with

respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this service. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax A and Backup Special Tax A applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel. For Taxable Public Property or Taxable Property Owner Association Property, compute the Maximum Special Tax A for the Assessor's Parcel to be prepaid.
3. (a) Divide the Assigned Special Tax A or Maximum Special Tax A, as applicable, computed pursuant to paragraph 2 by the total estimated Assigned Special Tax A for the entire CFD No. 2007-2 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of the CFD No. 2007-2 plus the Maximum Special Tax A for an Assessor's Parcel of Taxable Public Property or Taxable Property Owner Association Property being prepaid, excluding any Assessor's Parcels which have been prepaid, and

- (b) Divide the Backup Special Tax A computed pursuant to paragraph 2 by the estimated total Backup Special Tax A at buildout of the CFD No. 2007-2, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
  5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
  6. Compute the current Future Facilities Costs.
  7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
  8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
  9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
  10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
  11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
  12. Verify the administrative fees and expenses of CFD No. 2007-2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
  13. The reserve fund credit ("Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2007-2.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax A and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

The Special Tax B may not be prepaid.

## **2. Prepayment in Part**

The Special Tax A on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid.

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(P_E - AE) \times F] + AE$$

These terms have the following meaning:

- AE = the Administrative Fees and Expenses
- PP = the partial prepayment
- P<sub>E</sub> = the Prepayment Amount calculated according to Section H.1
- F = the percentage by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax A and the percentage by which the Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2007-2 that there has been a partial prepayment of the Special Tax A and that a portion of the Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Assigned Special Tax A that may be levied on Taxable Property (excluding Taxable Public Property and Taxable Property Owner Association Property) based on expected development at build out, both prior to and after the proposed prepayment, less expected Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds (excluding Bonds to be redeemed by such prepayment and all prior prepayments) in each future Fiscal Year and such prepayment will not impair the security of all Outstanding Bonds, as reasonably determined by the CFD Administrator.

## **I. TERM OF SPECIAL TAX**

The Special Tax A shall be levied for a period not to exceed 40 years commencing in FY 2007-08. The Special Tax B shall be levied as long as necessary to meet the Special Tax Requirement for Services.

K:\CLIENTS2\Brawley\Mello\Springhouse\RMA\RMA\_final.doc

## **APPENDIX C**

Fiscal Year 2019-2020  
Administration Report

City of Brawley  
Community Facilities District No. 2007-2  
(Springhouse)

## **SPECIAL TAX ROLL, FISCAL YEAR 2019-2020**

## Appendix C

**City of Brawley**  
**CFD No. 2007-2**  
**FY 2019-2020 Special Tax Roll**

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX A</u>	<u>FY 2019-2020 SPECIAL TAX B</u>	<u>FY 2019-2020 TOTAL</u>
048-460-001-000	1	\$0.00	\$549.04	\$549.04
048-460-002-000	2	\$0.00	\$549.04	\$549.04
048-460-003-000	4	\$0.00	\$549.04	\$549.04
048-460-004-000	4	\$0.00	\$549.04	\$549.04
048-460-005-000	2	\$0.00	\$549.04	\$549.04
048-460-006-000	1	\$0.00	\$549.04	\$549.04
048-460-007-000	1	\$0.00	\$549.04	\$549.04
048-460-008-000	2	\$0.00	\$549.04	\$549.04
048-460-009-000	4	\$0.00	\$549.04	\$549.04
048-460-010-000	4	\$0.00	\$549.04	\$549.04
048-460-011-000	2	\$0.00	\$549.04	\$549.04
048-460-012-000	1	\$0.00	\$549.04	\$549.04
048-460-013-000	1	\$0.00	\$549.04	\$549.04
048-460-014-000	2	\$0.00	\$549.04	\$549.04
048-460-015-000	4	\$0.00	\$549.04	\$549.04
048-460-016-000	4	\$0.00	\$549.04	\$549.04
048-460-017-000	2	\$0.00	\$549.04	\$549.04
048-460-018-000	1	\$0.00	\$549.04	\$549.04
048-460-019-000	1	\$0.00	\$549.04	\$549.04
048-460-020-000	2	\$0.00	\$549.04	\$549.04
048-460-021-000	4	\$0.00	\$549.04	\$549.04
048-460-024-000	4	\$0.00	\$549.04	\$549.04
048-460-025-000	2	\$0.00	\$549.04	\$549.04
048-460-026-000	1	\$0.00	\$549.04	\$549.04
048-460-027-000	1	\$0.00	\$549.04	\$549.04
048-460-028-000	2	\$0.00	\$549.04	\$549.04
048-460-029-000	4	\$0.00	\$549.04	\$549.04
048-460-030-000	4	\$0.00	\$549.04	\$549.04
048-460-031-000	2	\$0.00	\$549.04	\$549.04
048-460-032-000	1	\$0.00	\$549.04	\$549.04
048-460-033-000	1	\$0.00	\$549.04	\$549.04
048-460-034-000	2	\$0.00	\$549.04	\$549.04
048-460-035-000	4	\$0.00	\$549.04	\$549.04
048-460-036-000	4	\$0.00	\$549.04	\$549.04
048-460-037-000	2	\$0.00	\$549.04	\$549.04
048-460-038-000	1	\$0.00	\$549.04	\$549.04
048-460-039-000	1	\$0.00	\$549.04	\$549.04
048-460-040-000	2	\$0.00	\$549.04	\$549.04
048-460-041-000	4	\$0.00	\$549.04	\$549.04
048-460-042-000	1	\$0.00	\$549.04	\$549.04

## Appendix C

**City of Brawley**  
**CFD No. 2007-2**  
**FY 2019-2020 Special Tax Roll**

<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX A</u>	<u>FY 2019-2020 SPECIAL TAX B</u>	<u>FY 2019-2020 TOTAL</u>
048-460-043-000	1	\$0.00	\$549.04	\$549.04
048-460-044-000	2	\$0.00	\$549.04	\$549.04
048-460-046-000	1	\$0.00	\$549.04	\$549.04
048-460-047-000	1	\$0.00	\$549.04	\$549.04
048-460-048-000	2	\$0.00	\$549.04	\$549.04
048-460-049-000	1	\$0.00	\$549.04	\$549.04
048-460-050-000	2	\$0.00	\$549.04	\$549.04
048-460-051-000	1	\$0.00	\$549.04	\$549.04
048-460-052-000	2	\$0.00	\$549.04	\$549.04
048-460-053-000	2	\$0.00	\$549.04	\$549.04
048-460-054-000	2	\$0.00	\$549.04	\$549.04
048-460-055-000	1	\$0.00	\$549.04	\$549.04
048-460-056-000	2	\$0.00	\$549.04	\$549.04
048-460-058-000	1	\$0.00	\$549.04	\$549.04
048-460-059-000	1	\$0.00	\$549.04	\$549.04
048-460-060-000	2	\$0.00	\$549.04	\$549.04
048-460-061-000	1	\$0.00	\$549.04	\$549.04
048-460-062-000	2	\$0.00	\$549.04	\$549.04
048-460-063-000	1	\$0.00	\$549.04	\$549.04
048-460-064-000	2	\$0.00	\$549.04	\$549.04
048-460-065-000	1	\$0.00	\$549.04	\$549.04
048-460-066-000	1	\$0.00	\$549.04	\$549.04
048-460-067-000	2	\$0.00	\$549.04	\$549.04
048-460-068-000	2	\$0.00	\$549.04	\$549.04
048-460-069-000	1	\$0.00	\$549.04	\$549.04
048-460-070-000	2	\$0.00	\$549.04	\$549.04
048-460-071-000	2	\$0.00	\$549.04	\$549.04
048-460-072-000	1	\$0.00	\$549.04	\$549.04
048-460-073-000	2	\$0.00	\$549.04	\$549.04
048-460-074-000	1	\$0.00	\$549.04	\$549.04
048-460-075-000	1	\$0.00	\$549.04	\$549.04
048-460-076-000	1	\$0.00	\$549.04	\$549.04
048-460-077-000	1	\$0.00	\$549.04	\$549.04
048-460-078-000	1	\$0.00	\$549.04	\$549.04
048-460-079-000	1	\$0.00	\$549.04	\$549.04
048-460-080-000	2	\$0.00	\$549.04	\$549.04
048-460-081-000	2	\$0.00	\$549.04	\$549.04
048-460-082-000	1	\$0.00	\$549.04	\$549.04
048-460-083-000	1	\$0.00	\$549.04	\$549.04
048-460-084-000	2	\$0.00	\$549.04	\$549.04

## Appendix C

**City of Brawley  
CFD No. 2007-2  
FY 2019-2020 Special Tax Roll**

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<u>APN</u>	<u>TAX CLASS</u>	<u>FY 2019-2020 SPECIAL TAX A</u>	<u>FY 2019-2020 SPECIAL TAX B</u>	<u>FY 2019-2020 TOTAL</u>
048-460-085-000	2	\$0.00	\$549.04	\$549.04
048-460-086-000	1	\$0.00	\$549.04	\$549.04
048-460-087-000	1	\$0.00	\$549.04	\$549.04
048-460-088-000	1	\$0.00	\$549.04	\$549.04
048-460-089-000	2	\$0.00	\$549.04	\$549.04
048-460-090-000	2	\$0.00	\$549.04	\$549.04
048-460-091-000	1	\$0.00	\$549.04	\$549.04
048-460-092-000	1	\$0.00	\$549.04	\$549.04
048-460-093-000	2	\$0.00	\$549.04	\$549.04
048-460-094-000	1	\$0.00	\$549.04	\$549.04
048-460-095-000	2	\$0.00	\$549.04	\$549.04
048-460-096-000	1	\$0.00	\$549.04	\$549.04
048-460-097-000	1	\$0.00	\$549.04	\$549.04
048-460-098-000	1	\$0.00	\$549.04	\$549.04
048-460-099-000	2	\$0.00	\$549.04	\$549.04
048-460-100-000	1	\$0.00	\$549.04	\$549.04
048-460-101-000	1	\$0.00	\$549.04	\$549.04
048-460-102-000	2	\$0.00	\$549.04	\$549.04
048-460-103-000	2	\$0.00	\$549.04	\$549.04
048-460-104-000	2	\$0.00	\$549.04	\$549.04
048-460-105-000	2	\$0.00	\$549.04	\$549.04
048-460-106-000	2	\$0.00	\$549.04	\$549.04
048-460-107-000	1	\$0.00	\$549.04	\$549.04
048-460-108-000	1	\$0.00	\$549.04	\$549.04
048-460-109-000	1	\$0.00	\$549.04	\$549.04
048-460-110-000	1	\$0.00	\$549.04	\$549.04
<b>Total Number of Parcels Taxed</b>		<b>0</b>	<b>106</b>	<b>106</b>
<b>Total FY 2019-2020 Special Tax</b>		<b>\$0.00</b>	<b>\$58,198.24</b>	<b>\$58,198.24</b>

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, sans-serif font. A white diagonal bar is positioned over the top of the 't'.

[www.FinanceDTA.com](http://www.FinanceDTA.com)

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the contact information.

5000 BIRCH STREET, SUITE 6000  
NEWPORT BEACH, CA 92660  
PHONE (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: June 04, 2019

City Manager: 

**PREPARED BY:** Tyler Salcido, Finance Director

**PRESENTED BY:** Tyler Salcido, Finance Director

**SUBJECT:** Bernardo Padilla Subdivision Assessment District Direct Charge for Fiscal Year (FY) 2019-2020

**CITY MANAGER RECOMMENDATION:** Approve City Council Resolution approving the Bernardo Padilla Assessment District direct charge for FY 2019-2020.

**DISCUSSION:** The City of Brawley submitted direct charge information for FY 2016-17 for the Bernardo Padilla Landscape and Lighting District on August 9, 2016 to the Imperial County Auditor-Controller's Office. At that point in time, the City of Brawley was advised that all 129 parcels are now taxable.

For the FY 2019-20 the assessment amount remains at \$79.84 per parcel for a total annual assessment of \$10,299.36 for 129 units.

**FISCAL IMPACT:** Revenue in the amount of \$10,299.36

**ATTACHMENTS:** Assessment Parcel Count  
Resolution

47461001000	79.84	95600
47461002000	79.84	95600
47461003000	79.84	95600
47461004000	79.84	95600
47461005000	79.84	95600
47461006000	79.84	95600
47461007000	79.84	95600
47461008000	79.84	95600
47461009000	79.84	95600
47461010000	79.84	95600
47461011000	79.84	95600
47461012000	79.84	95600
47461013000	79.84	95600
47461014000	79.84	95600
47461015000	79.84	95600
47461016000	79.84	95600
47461017000	79.84	95600
47461018000	79.84	95600
47461019000	79.84	95600
47461020000	79.84	95600
47461021000	79.84	95600
47461022000	79.84	95600
47461023000	79.84	95600
47461024000	79.84	95600
47461025000	79.84	95600
47461026000	79.84	95600
47461027000	79.84	95600
47461028000	79.84	95600
47461029000	79.84	95600
47461030000	79.84	95600
47461031000	79.84	95600
47461032000	79.84	95600
47461033000	79.84	95600
47461034000	79.84	95600
47461035000	79.84	95600
47461036000	79.84	95600
47461037000	79.84	95600
47461038000	79.84	95600
47461039000	79.84	95600
47461040000	79.84	95600
47461041000	79.84	95600
47461042000	79.84	95600
47461043000	79.84	95600
47461044000	79.84	95600
47461045000	79.84	95600
47461046000	79.84	95600
47461047000	79.84	95600

47461048000	79.84	95600
47461049000	79.84	95600
47461050000	79.84	95600
47461051000	79.84	95600
47461052000	79.84	95600
47461053000	79.84	95600
47461054000	79.84	95600
47461055000	79.84	95600
47461056000	79.84	95600
47461057000	79.84	95600
47461058000	79.84	95600
47461059000	79.84	95600
47461060000	79.84	95600
47461061000	79.84	95600
47461062000	79.84	95600
47461063000	79.84	95600
47461064000	79.84	95600
47461065000	79.84	95600
47461066000	79.84	95600
47461067000	79.84	95600
47461068000	79.84	95600
47461069000	79.84	95600
47461070000	79.84	95600
47461071000	79.84	95600
47461072000	79.84	95600
47461073000	79.84	95600
47461074000	79.84	95600
47461075000	79.84	95600
47461076000	79.84	95600
47461077000	79.84	95600
47461078000	79.84	95600
47461079000	79.84	95600
47461080000	79.84	95600
47461081000	79.84	95600
47461082000	79.84	95600
47461083000	79.84	95600
47461084000	79.84	95600
47463001000	79.84	95600
47463002000	79.84	95600
47463003000	79.84	95600
47463004000	79.84	95600
47463005000	79.84	95600
47463006000	79.84	95600
47463007000	79.84	95600
47463008000	79.84	95600
47463009000	79.84	95600
47471001000	79.84	95600

47471002000	79.84	95600
47471003000	79.84	95600
47471004000	79.84	95600
47471005000	79.84	95600
47471006000	79.84	95600
47471007000	79.84	95600
47471008000	79.84	95600
47471009000	79.84	95600
47471010000	79.84	95600
47471011000	79.84	95600
47471012000	79.84	95600
47471013000	79.84	95600
47471014000	79.84	95600
47471015000	79.84	95600
47471016000	79.84	95600
47471017000	79.84	95600
47471018000	79.84	95600
47471019000	79.84	95600
47471020000	79.84	95600
47471021000	79.84	95600
47471022000	79.84	95600
47471023000	79.84	95600
47471024000	79.84	95600
47471025000	79.84	95600
47471026000	79.84	95600
47471027000	79.84	95600
47471028000	79.84	95600
47471029000	79.84	95600
47471030000	79.84	95600
47471031000	79.84	95600
47471032000	79.84	95600
47471033000	79.84	95600
47471034000	79.84	95600
47471035000	79.84	95600
47471036000	79.84	95600

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, AMENDING RESOLUTION NO. 2011-41 AMENDING THE BERNARDO  
PADILLA SUBDIVISION ASSESSMENT DISTRICT.**

**WHEREAS**, a tentative map for a development known as Bernardo Padilla Subdivision has been approved by the City of Brawley; and:

**WHEREAS**, one condition of approval is the establishment of an assessment district to provide for the construction, operation, maintenance and servicing of the landscaping, lighting, and appurtenant facilities within the Bernardo Padilla Subdivision; and

**WHEREAS**, on June 21, 1993, the City Council adopted Resolution 93-32 forming said assessment district; and

**WHEREAS**, on July 5, 1994, the City Council adopted resolution No. 94-41 amending the boundaries and assessment amount of said assessment district to reflect the approval of the final map for the second phase of the Bernardo Padilla Subdivision; and

**WHEREAS**, on December 19, 1994, the City Council approved the Final Subdivision Map BTM 90-20 Unit No. 3., and

**WHEREAS**, on or about August 8, 2011, the City Council was advised by the Imperial County Assessor that parcel APN 047-461-083-000 is a non-taxable parcel for fiscal year 2011-2012, but that said parcel may become taxable in the future.

**WHEREAS**, on August 9, 2016, the City of Brawley was informed by the Imperial County Auditors-Controller's Office that all 129 parcels are now taxable.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRAWLEY AS FOLLOWS:**

**Section 1.** Improvements shall include landscaping, lighting, and appurtenant facilities as outlined in Resolution No. 94-01.

**Section 2.** The assessment district shall be known as the City of Brawley Landscaping and Lighting Maintenance District No. 1 and is located North of River Drive approximately six hundred feet (600') east of North Imperial Avenue.

**Section 3.** The assessment for fiscal year 2019-20 shall be \$10,299.36 accounting for all taxable parcels.

**Section 4.** This Resolution shall take effect from and after its date of adoption.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 4th day of June, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
Alma Benavides, City Clerk

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, RECOGNIZING THE IMPORTANCE OF THE 2020 U. S.  
CENSUS AND COMMITMENT TO ENSURING A COMPLETE, FAIR AND  
ACCURATE COUNT OF ALL BRAWLEY RESIDENTS**

**WHEREAS**, the United States Census Bureau is required by Article I, Section 2 of the United States Constitution to conduct an accurate count of the population every ten years; and

**WHEREAS**, a complete and accurate count of California's population is essential as the State receives nearly \$177 billion in Federal funding that relies, in part, on Census data; and

**WHEREAS**, the data collected by the decennial Census determines the number of seats each State has in the United States House of Representatives and is also used to distribute billions of dollars in federal funds to State and local governments; and

**WHEREAS**, regions throughout Imperial County have diverse communities and demographic populations that are considered hard to count and are at risk of being missed in the 2020 Census; and

**WHEREAS**, the 2020 Census requires cross-sector collaboration, partnership, and coordination between Tribal, City, County, State Governments, Community and Faith-Based Organizations, Education, Businesses, and other sectors and

**WHEREAS**, in order to achieve a complete and accurate count, the County of Imperial has partnered with the City of Brawley; and

**WHEREAS**, California kicked off its outreach and engagement efforts in May of 2019 for the 2020 Census and the City of Brawley is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Brawley hereby recognizes the significance of the 2020 United States Census and commits to supporting and ensuring a complete, fair, and accurate count of all Brawley residents.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held May 7, 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 4th day of June 2019 and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides**, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: June 4, 2019

City Manager: 

**PREPARED BY:** Robert Sawyer, Chief of Police

**PRESENTED BY:** Robert Sawyer, Chief of Police

**SUBJECT:** City Council Resolution Authorizing the Purchase & Installation of Audio/Video Recording Equipment at the Brawley Police Department

**CITY MANAGER RECOMMENDATION:** Approve the contract and adopt the City Council Resolution approving the purchase and installation of audio/video recording equipment in three interview rooms at the Brawley Police Department and five years of cloud-based storage from WatchGuard at a total cost of \$30,370.

**DISCUSSION:** The Brawley Police Department currently lacks the ability to simultaneously audio and video record interviews of individuals suspected of committing crimes. City of Brawley Police Officers and Detectives have traditionally conducted interviews and prepared reports from memory or notes taken during interviews. On occasion, these interviews are audio recorded, utilizing handheld digital recorders, which have failed during long interviews due to battery depletion.

Three companies who offer audio/video recording capabilities presented to a technical review team comprised of staff from investigations, command and information systems management. The vendors were Precise Digital, Case Cracker and WatchGuard.

The recommended solution is to install cameras and microphones in three holding/interview rooms at the Police Department. These would be strategically and covertly placed to ensure uninterrupted recording of interviews and the capture of evidence. The video would be stored locally on a server and uploaded to cloud-based storage. The video evidence would then be shared electronically with the Imperial County District Attorney's office.

After careful review and consideration of all information provided by the three companies, WatchGuard was selected as the vendor of choice. This was in part because they were the sole company that provided the ability to electronically share video media via a hyperlink with the District Attorney's office. The other companies, Precise Digital and Case Cracker, required staff to burn the videos to a CD or DVD and physically transport the video to the District Attorney's office. This was determined to be burdensome, expensive and time consuming. WatchGuard provides the ability to share the data electronically, to limit access and duration of access to the video, as well as track who has viewed the video, thereby ensuring consistency with chain-of-custody practices.

WatchGuard offers a number of other benefits that are considered sole source as they hold the patent on the technology. In addition to the features listed above, scalability is an important factor in making technology related decisions. WatchGuard was the only manufacturer to offer the ability to integrate

body-worn and/or in-car camera systems with the interview room platform. Should the Police Department obtain funding for body-worn or in-car cameras, WatchGuard offers a full solution and is one of the leading companies in these areas. The ability to integrate all video into a single repository and link video to a specific case file would save time and effort on the part of the officers all the while presenting a complete case file for purposes of criminal prosecution.

**FISCAL IMPACT:** Federal Asset Forfeiture Funds will be used for the purchase in the amount of \$30,370.00. These costs are fully reimbursable from the Homeland Security Investigations State and Local Overtime Fund.

**ATTACHMENTS:**

- 1) WatchGuard quote
- 2) Email correspondence with Homeland Security Investigations
- 3) Resolution 2019- \_\_\_\_\_



No. [●]

**SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT**  
**For**  
**EVIDENCELIBRARY.COM**

This Software as a Service Agreement (this “**Agreement**”) is entered into on May 20<sup>th</sup>, 2019 by and between WatchGuard, Inc., a Delaware corporation with offices located at 415 E. Exchange Parkway, Allen, TX 75002 (“**Provider**”, “**we**” or “**us**”) and Brawley Police Department (“**Customer**” or “**you**”), to become effective on the Service Date, as defined below.

**WHEREAS**, Provider provides access to its software-as-a-service offerings to its customers;

**WHEREAS**, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

**“Customer Failure”** has the meaning set forth in Section 4.2.

**“Customer Indemnitee”** has the meaning set forth in Section 12.1.

**“Customer Systems”** means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

**“Disclosing Party”** has the meaning set forth in Section 9.1.

**“Documentation”** means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

**“Fees”** has the meaning set forth in Section 8.1.

**“Force Majeure Event”** has the meaning set forth in Section 15.9.

**“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

**“Indemnitee”** has the meaning set forth in Section 12.3.

**“Indemnitor”** has the meaning set forth in Section 12.3.

**“Initial Term”** has the meaning set forth in Section 14.1.

**“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**“Losses”** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**“Permitted Use”** means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**“Process”** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

**“Provider Disabling Device”** means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

**“Provider Indemnitee”** has the meaning set forth in Section 12.2.

**“Provider Materials”** means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

**“Provider Personnel”** means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

**“Provider Systems”** means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

**“Receiving Party”** has the meaning set forth in Section 9.1.

**“Renewal Term”** has the meaning set forth in Section 14.2.

**“Representatives”** means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

**“Resultant Data”** means data and information related to Customer’s use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

**“Scheduled Downtime”** has the meaning set forth in Exhibit B.

**“Service Allocation”** has the meaning set forth in Section 3.4.

**“Service Credit”** has the meaning set forth in Exhibit B.

**“Service Date”** is the date on which the Customer begins to use the Services.

“**Service Level Failure**” has the meaning set forth in Exhibit B.

“**Services**” means the software-as-a-service offering described in Exhibit A.

“**Specifications**” means the specifications for the Services set forth in Exhibit B.

“**Subcontractor**” has the meaning set forth in Section 2.7.

“**Support Services**” has the meaning set forth in Section 5.4.

“**Term**” has the meaning set forth in Section 14.2.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

## 2. Services.

2.1 Access and Use. Subject to and conditioned on you and your Authorized Users’ compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Service Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party’s primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the

Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

(b) Changes to this Agreement. We may revise, update or supplement this Agreement from time to time. Any such revision, update or supplement shall become effective immediately. We will notify you of any changes to this Agreement, and your continued use of the Services following your receipt of notice means that you agree to the terms and conditions of this Agreement as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a "Subcontractor").

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. If we suspend your right to access the Services you will remain responsible for payment of Fees you incur during the period of suspension and you will not be entitled to Service Credits during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

### 3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation; and (b) you are not entitled to any Service Level Credits for periods during which your use of the Services exceeds your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

3.3 Data Storage. The Customer Data will be stored in a secure, general purpose storage account in a Microsoft Azure data center (“**Microsoft**” and “**MS Data Center**”) that is located within the United States and that will be compliant with the FBI’s Criminal Justice Information Services (“**CJIS**”) requirements. You agree that we may transfer the Customer Data to the MS Data Center; provided, however, that except as otherwise provided in this Agreement, you shall retain all right, title and interest in and to the Customer Data at all times, wherever located or stored, and whether in transit or at rest.

#### 4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data .

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1,

you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify us of any such actual or threatened activity.

## 5. Service Levels and Credits.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Level Failures and Remedies. In the event of a Service Level Failure, we shall issue a credit to you according to the process specified in Exhibit B.

5.3 Scheduled Downtime. We will use commercially reasonable efforts to schedule Scheduled Downtime at the times and according to the processes set forth in Exhibit B.

5.4 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide for Customer Data redundancy by providing for three (3) copies of the Customer Data to be maintained in locally redundant storage ("**LRS**") within the MS Data Center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**GRS**") for replication of the Customer Data in a secondary MS Data Center that is geographically distant from the first MS Data Center. A GRS election is considered an upgrade of the standard LRS account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

## 7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any MS Data Center(s) in which Customer Data may be located.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are

solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

**7.4 Customer Control and Responsibility.** (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

**7.5 Access and Security.** You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

## 8. Fees and Payment

**8.1 Fees.** You agree to pay us the fees set forth in Exhibit A ("Fees") in accordance with this Section 8.

**8.2 Taxes.** All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

**8.3 Late Payment.** If you fail to make any payment when due then, in addition to all other remedies that may be available:

- (a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) you shall reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

**8.4 No Deductions or Setoffs.** All amounts payable to us under this Agreement shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than Service Credits issued pursuant to Section 5.2 or any deduction or withholding of tax as may be required by applicable Law).

## 9. Confidentiality.

9.1 Confidential Information. In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 9.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”.

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives’ compliance with, and be responsible and liable for any of its Representatives’ non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party’s obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on

disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

## 10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) enforce this Agreement, (c) compile the Resultant Data, and (d) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

## 11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

## 12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Customer Indemnitee") from and against any

and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for your use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or
- (e) act, omission, or other matter described, in Section 12.2(a) Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

**12.2 Customer Indemnification.** You agree to indemnify, defend, and hold harmless us and our Subcontractors and Affiliates, and each of our and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

- (a) Customer Data, including any Processing of Customer Data by us or on our behalf in accordance with this Agreement;
- (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by you or on behalf of you or any Authorized User, including our compliance with any specifications or directions provided by or on behalf of you or any Authorized User to the extent prepared without any contribution by us;
- (c) allegation of facts that, if true, would constitute your breach of any of your representations, warranties, covenants, or obligations under this Agreement; or
- (d) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by you, any Authorized User, or any third party on behalf of you or any Authorized User, in connection with this Agreement.

**12.3 Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

12.4 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

(a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

(c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

### 13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL WE OR ANY OF OUR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.2, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### 14. Term and Termination.

14.1 Initial Term. The initial term of this Agreement commences as of the Service Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect until three (3) years from such date (the "Initial Term").

14.2 Renewal Term. Upon expiration of the Initial Term this Agreement will automatically renew for successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

14.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) we may terminate this Agreement, effective on written notice to you, if you: (i) fail to pay any amount when due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;

(b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) we may disable your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Agreement pursuant to Section 14.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Agreement pursuant to Section 14.3(a) or Section 14.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

#### 14.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the “**Post - Termination Retention Period**”). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you.

14.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

#### 15. Miscellaneous.

15.1 Further Assurances. Upon a party’s reasonable request, the other party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider:           415 E. Exchange Parkway, Allen, TX 75002  
Facsimile:

Email:  
Attention:

If to Customer: [CUSTOMER ADDRESS]  
Facsimile: [FAX NUMBER]  
Email: [EMAIL ADDRESS]  
Attention: [NAME AND TITLE OF INDIVIDUAL TO RECEIVE NOTICES]

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**15.5 Interpretation.** For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

**15.6 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**15.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, and attachments; (b) second, the exhibits, schedules, and attachments to this Agreement; and (c) third, any other documents incorporated herein by reference.

**15.8 Assignment.** Neither party may assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

**15.9 Force Majeure.**

(a) **No Breach or Default.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of

this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as "commercial items", "commercial computer software", "commercial computer software documentation", and "technical data", with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government's needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as "commercial items", "commercial computer software", "commercial computer software documentation", and "technical data" as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state in which your principal headquarters is located. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.15 Dispute Resolution. Any dispute or claim relating in any way to this Agreement, your use of the Services, or the Provider Materials will be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

A party who intends to seek arbitration must first send to the other party a notice of dispute, which must include a description of the nature and basis of the claims that the party is asserting and the relief sought. If you and we are unable to resolve the claims described in the notice within 30 days after the notice is sent, you or we may initiate arbitration proceedings. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Capitol Corporate Services, Inc., P.O. Box 1831, Austin, TX 78767. If we begin an arbitration proceeding, we will send notice to you at the address in Section 15.4. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. Attorneys' fees and costs may be awarded by the arbitrator as provided by the AAA's rules. Arbitration will be conducted in the city in which your principal headquarters office is located or another location that we mutually agree to. If the relief sought is \$10,000 or less you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the arbitrator's discretion to require an in-person hearing. WE AND YOU AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS, AND THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of Intellectual Property Rights.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[CUSTOMER NAME]

WATCHGUARD, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### SERVICES, SERVICE ALLOCATION and FEES

**The Services:** Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

**Service Allocations  
and Fees:**

**Plan I (Unlimited)**

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on-premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

**Plan II (Actual Usage)**

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

**EXHIBIT B**  
**SERVICE LEVEL AGREEMENT**  
(See attached)

# Appendix A

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Scope: This document covers the “Statement of Work” for deploying the Evidence Library.com system at an agency location. The table of contents includes the reference number for the task assigned to the appropriate party.



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## SVR-01-Installation of Upload Appliance in Equipment Rack

The required Upload Appliance will be a purchased by the Brawley Police Department. The hardware will need to be installed in a four post server rack. The rack can be floor mounted, or on wheels.

## SVR-02-Rack Requirements

You will need a standard four post server rack with the following specifications

- Adjustable mounting depth of 6" – 30" (152 – 762 mm)
- Overall rack depth of 39" (990 mm)
- Universal square holes.
- Rolling rack or bolt in rack will both work

Once the rack is installed, it is up to the customer to ensure proper grounding. Preferably to a copper grounding block that has been professionally installed by an electrician.

**Non-proper grounding of the server rack could result in failure of the server and will VOID the warranty.**

This picture will give you a good idea of the cross section of the server rack with side panels and doors removed. It is important that you abide by these requirements or your rack will NOT fit the server.



## SVR-03-Mounting upload appliance

The server must be mounted prior to the arrival of the WatchGuard Video Personnel.

## SVR-04-Connecting the upload appliance

Once the appliance is racked, connect power along with the keyboard, mouse, monitor, and network connections.

- WatchGuard highly recommends that the appliance be plugged into a UPS device that is rated to maintain power to the server and all peripherals in case of a power outage. The time frame should be long enough to allow the server to be powered off normally before the server power completely fails.

By doing this, it will ensure that the appliance runs normally in case of brown outs and power surges. **WatchGuard does NOT provide this equipment** and it is the responsibility of the customer to purchase separately.

- The appliance has two standard 120v power connectors and both will need to be plugged in. The cables to connect the power supplies are included in the box
- Plug the WatchGuard Video appliance into your local network. Plug a cat 5e or cat 6 Ethernet cable into a switch on your network and plug the other into one of the open Ethernet ports on the back of the WatchGuard Video appliance.
- Provide a Keyboard, Mouse and Monitor, or some type of KVM device for the on-site technician to use during software installation and configuration. WatchGuard does not provide these peripherals unless ordered with the appliance.

## SVR-05-Server Specifications – Physical

In conjunction with the interview room components, an upload appliance is required to push the video events to the WatchGuard Video’s hosted EvidenceLibrary.com site. The server can be a physical standalone server, or installed in a virtual environment. The following specifications must be met to guarantee a successful installation of Evidence Library.

<b>Typical Usage:</b>	Up to 60 Concurrent In-Car and Body Worn Connections.
<b>Chassis:</b>	1U Rack Mounted Chassis, Dual Power Supply
<b>Motherboard:</b>	SM X11SSH-LN4F SOC 1151 C236 64G 4XGBE I210-AT 8XSATA3 M.2
<b>Processor:</b>	Intel XEON E3-1225V6
<b>Memory:</b>	16GB (2x8GB), DDR4 2400 ECC
<b>Hard Drives (Boot):</b>	2x256GB SSD, 6GB/s , RAID 1 array, 256GB usable
<b>Video Storage:</b>	4-4TB Hard Drives, 7,200 RPM Enterprise, RAID 10 array, 8TB usable.
<b>Drives and Peripherals:</b>	ASUS 24X DVD-RW Optical Drive
<b>Network Interface:</b>	Integrated Dual-Gigabit LAN
<b>Graphics:</b>	Standard Integrated graphics
<b>Operating System</b>	Microsoft Windows 10 IOT Enterprise
<b>Standard Warranty</b>	5-Year Full Service (On-Site or reimbursed) Warranty

## SVR-06-Installation and Configuration of Windows Operating System/ Disc Storage System

WatchGuard will be responsible for installation and configuration of Windows Operation System / Disc Storage system.

## SVR-07-Provide Operating System License key

WatchGuard will be responsible for licensing.

## SVR-08-Operating System Maintenance

BPD will maintain the virtual upload appliance and monitor with updates and security patches etc.

## SVR-09-Install Remote Access tool

SVPD will configure SSL-VPN as remote access for WatchGuard as part of the VLAN which is TBD

## EL-01-Installing and Configuring Evidence Library Server components

Evidence Library will be hosted in the Microsoft Azure Government cloud. The provisioning of the site will be performed by WatchGuard after completing of the WatchGuard Onboarding process.

The following conditions are expected to be in place when considering this stage of the deployment:

- Agency must choose whether to use on-premise Active Directory (Integrate Azure AD to local AD) or to use Azure AD for user authentication. If using on-premise AD, the required additional management Security Groups have already been created in Active Directory, and the user groups have been populated with at least some of the users that will be using the software.
- Any systems designated as Upload Servers are online and meet the minimum requirements for that role.

## EL-02- Evidence Library Server provisioning

WatchGuard will provision the Evidencelibrary.com site two weeks prior to cameras arriving. This is the agencies request to save time once onsite to test the gear. Evidence Library is hosted in Azure to collect, process, view, modify, store, and export video evidence collected from the in-car DVR units.

## EL-03-Add Active Directory Security Groups

The IT Point of contact would create (or use existing) AD security Groups, for the Evidence Library application to set permissions (e.g. Officer's AD group has permission to View video, but cannot make copies of video. Supervisors AD group has permission to view all video and can make copies of video)

## EL-04-Configure Evidence Library Settings

- Configure the Evidence Library application for use.
- Set all automatic retention policies on evidence and cleanup interval.

## EL-05-Remote Upload Appliance

Install the services and software necessary to receive video evidence from vehicle DVRs at a remote, well-connected location, and configure the server to send all uploads to the primary WatchGuard Video server.

## EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations

Party will be responsible for installing the Evidence Library Transfer Agent on specified computers. This is needed if it is desired to upload BWC video on from a USB connected dock.

The Transfer Agent can be installed remotely with SCCM or other like software. *Contact Project Manager or WatchGuard Support representative to verify the instructions below are up to date:*

**Transfer\_Agent.exe** (installed with EI website) is a wrapped version TransferAgent, TransferService and VistaDriver with install choices embedded.

It only accepts a /Q switch for unattended install

**TransferAgent.exe** (also included on ISO) has TransferService and Vista Driver as pre-reqs, which limits our ability to control their behavior.

TransferAgent accepts the following parameters

/s which silently installs vista driver and transfer service (only valid if upgrade or TransferService registry is pre-populated as below)

CL\_HOST\_SERVER=computer name (default 'localhost' if Host service detected) computer name where Host service is installed

CL\_INSTALLDIR=directory (defaults to C:\Program Files (x86)\WatchGuard Video\ ) Installation directory

CL\_OPERATIONS\_DIRECTORY=directory (defaults to C:\WatchGuardVideo\)

CL\_STS\_SERVER=computer name (default 'localhost' if STS service detected) computer name where STS

/qb quiet basic interface (skipping user inputs with progress bar)

/qn quiet no interface

/l\*v drive:\directory\file.log manually specify install log location defaults to

Examples:

Minimum silent install command line (only useful for upgrades or if registry pre-populated with answers) :

TransferAgent.exe /s /v/qn

All Parameters:

TransferAgent.exe /s /v/"qn CL\_HOST\_SERVER=localhost CL\_STS\_SERVER=localhost"  
/v"CL\_INSTALLDIR="C:\Program Files\WGV\"" /v"CL\_OPERATIONS\_DIRECTORY="C:\WGV\""

**TransferService.exe** (as a pre-req of TransferAgent) can only be configured at install through the use of 32-bit registry keys

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]

"STS\_SERVER"="JSAVONAWIN7VM"

"HOST\_SERVER"="JSAVONAWIN7VM"

"WEB\_API\_PORT"="9034"

"UI\_URL"="https://jsavonawin7vm.watchguardvideo.local

Please note if you are directly entering into registry on 64-bit systems root key changes to

[HKEY\_LOCAL\_MACHINE\SOFTWARE\Wow6432Node\WatchGuard Video\Transfer Service]

**Instructions for rebuilding Transfer\_Agent.exe** on webserver for changes to certificate either 1) or 2) below

1) Re-generate Transfer\_Agent.exe package with updated certificate.

a) Copy new certificate to C:\ProgramData\WatchGuard Video\EvidenceLibraryWeb.cer (on Web server)

b) Run "C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\buildTA.cmd" 1 (from admin command prompt on Web server)

c) For deployment run new Transfer\_Agent.exe /Q

--OR--

2) Use TransferAgent.exe from ISO after pre-populating answers in registry.

a) Create reg file with answers for Transfer Service. (or re-use existing C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\TransferAnswer.reg)

Windows Registry Editor Version 5.00

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video]

[-HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Agent]

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]

"STS\_SERVER"="JSAVONAWIN7VM"

"HOST\_SERVER"="JSAVONAWIN7VM"

"WEB\_API\_PORT"="9034"

"UI\_URL"=<https://jsavonawin7vm.watchguardvideo.local>

b) Deploy reg answer file to target machine (unnecessary if upgrading a previous installation of EL4 Transfer Agent)

reg.exe IMPORT TransferAnswer.reg /reg:32

c) Add cert to target machines (certutil -addstore "Root" EvidenceLibraryWeb.cer) or use group policy...

d) Deploy TransferAgent.exe /S /V"/qn /l\*v %TEMP%\WatchGuard\_Video\_Transfer\_Agent.log"

## EL-07-Minimum Workstation Hardware Requirements

Verify the following minimum hardware requirements for a good user experience.

- 1.7 gigahertz (GHz) Dual core comparable or faster processor
- 4 gigabyte (GB) or more of RAM
- 160 megabytes (MB) or more of available hard disk space
- DVD-RW optical drive (if exporting to a DVD disc)
- 1 available USB 2.0 port (for connecting USB dock if desired)
- Super VGA video adapter capable of 1024 x 768 resolution or higher
- 100 Mbps Network Card or better

### ***Workstation OS & Browser Requirements***

Verify one of the following operating systems is installed on the workstation(s)

- Window 7
- Windows 8.1
- Windows 10

Verify one of the following browsers is installed on the workstation

- Google Chrome
- Internet Explorer 11
- Microsoft Edge

### **4RE-01-Configuring 4RE DVR units**

Prior to first use, each 4RE DVR must be configured. This process involves adding each vehicle to Evidence library, generating a configuration file and deploying this configuration to the DVR using a USB drive. This process is generally shared between the Evidence Library administrator or Fleet Manager Role and the vehicle installer. If On-site services are purchased the technician will assist in creating the Vehicles in Evidence Library from an agency provided list and create the USB Configuration drive for the installer.

## 4RE-02-Create a Configuration USB

- Adding Vehicle to Evidence library
  - Vehicles are added to Evidence Library by an administrator or user with the Device Management role.
  - Open Device Management and select Edit configuration
  - Click the All Vehicles Node and select New to add a new vehicle.
  - Enter in a "Vehicle ID" (unique name that easily identifies each vehicle)
  - Select the appropriate "Configuration" Group
- Generating a USB configuration drive
  - Open Device Management and select Deploy Configurations Manually
  - Select the Vehicles to be configured or use the Select All function
  - Click the Export Configuration button and select a USB drive

## 4RE-03-Configure 4RE DVR's

- Press and hold the STOP button for 3 seconds to safely eject the current USB drive.
- Open the USB vault, remove the USB drive and place the USB Configuration drive in the unit
- On the display select the correct Vehicle ID and press the LOAD button
- Replace the original USB drive and close the vault
- Power cycle (reboot) the DVR
- Test configuration
  - Confirm that the agency name appears in the bottom right corner of the display
  - Press Menu and select Officer and verify that an appropriate list of officers is displayedConfigure the DVR's as they are available.

## 4RE-04-Change IP Address on DVR (if applicable)

In some instances the DVR IP address parameters may need to be changed from the default settings. When this is required a detail list of assigned addresses will be created and provided to the Agency along with instructions on how to manually change these parameters.

The default IP address of the DVR is

10.1.100.20

255.0.0.0

10.1.0.1

The secondary IP standard is:

10.1.100.20

255.255.255.0

10.1.100.1

## TEST-01- Test Function of WatchGuard system

Test functions of the VISTA and Evidence Library system.

### TEST-02-Checklist

	Test 4RE USB upload to server via Import Scanner on remote PC client
	Test 4RE Wireless upload to server
	Test Evidence Library Client Audio (Cabin microphone)
	Test Evidence Library Client Audio (Wireless microphone)
	Test wireless configuration changes
	Create a "Test" Case in Case Management
	Test Distributed Multi-Peer recording
	Test VISTA Wireless upload to server
	Test VISTA video upload to server via USB dock and/or VISTA Transfer Station
	Validate VISTA has the correct configuration applied
	Test Evidence Library WEB Client Login
	Test Evidence Library WEB Client Video playback
	Test Evidence Library WEB Client Audio
	Test Exporting Evidence Library video to USB
	Test Exporting Evidence Library video to CD/DVD

## **TRAIN-01-Training**

WatchGuard Video provides training on the Evidence Library and VISTA cameras. Online Training is covered as long as the customer is under warranty. Contact the WatchGuard Video Project Manager to setup online training for your agency.

## **TRAIN-02-4RE End User Training (Officers)**

WatchGuard Video will provide training (if needed) to parties who will be using the 4RE and VISTA WiFi cameras. This will cover how to use the system on a daily basis and how to get through a shift using 4RE and VISTA WiFi. Online Training is also available.

This onsite training can be completed in the following scenarios:

- 4RE Basic 5 minutes
- 4RE Full 1 hour

## **TRAIN-03-Evidence Library User Training (Officers/Supervisors)**

WatchGuard Video will provide training (if needed) to parties who will be using the Evidence Library system on a computer. This will cover how to use the system on a daily basis, view video and make copies, make necessary changes in the system. This onsite training is typically 1 hour.

## **TRAIN-04- Evidence Library Administrative Training**

WatchGuard Video will provide Administrative training to parties who will be using the Evidence Library on a computer. This will cover how to use administrative functions: Setting up permissions, set video retention policies, applying new configurations, and other management functions of Evidence Library. This onsite training is no longer than 3 hours, but typically can be completed in 1 hour.

## Rosanna B. Moore

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**From:** Robert Sawyer  
**Sent:** Wednesday, May 15, 2019 5:23 PM  
**To:** Rosanna B. Moore; Tyler Salcido  
**Subject:** RE: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Thank you. I'll await hearing from Tyler and begin preparation of the necessary staff report.

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**From:** Rosanna B. Moore <RMoore@brawley-ca.gov>  
**Sent:** Wednesday, May 15, 2019 5:22 PM  
**To:** Robert Sawyer <RSawyer@brawley-ca.gov>; Tyler Salcido <TSalcido@brawley-ca.gov>  
**Subject:** RE: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Glad to see this project advanced and successfully approved. Congratulations to you and your team. I would like Tyler to weigh in on whether he prefers we wait until after July 1 to incur the expense for future reimbursement.

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**From:** Robert Sawyer  
**Sent:** Wednesday, May 15, 2019 5:14 PM  
**To:** Tyler Salcido <TSalcido@brawley-ca.gov>; Rosanna B. Moore <RMoore@brawley-ca.gov>  
**Subject:** FW: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Good evening,

We were approved to purchase a scalable interview recording system by HSI. The purchase amount is \$30,370.00 to cover recording systems for three rooms and five years of cloud-based storage. This would be a sole-source purchase and one that I recommend. We would be eligible for reimbursement upon purchase of the equipment. The purchase and receipt of the equipment would need to take place prior to October 1, 2019, although HIS prefers this purchase to happen sooner so they can close out their books.

Please let me know your thoughts.

Robert

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**From:** Harvey, Michael W <Michael.W.Harvey@ice.dhs.gov>  
**Sent:** Wednesday, May 15, 2019 4:42 PM  
**To:** Jesse Rotner <JRotner@brawley-ca.gov>  
**Cc:** Robert Sawyer <RSawyer@brawley-ca.gov>  
**Subject:** FW: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Sgt. Rotner,

Your request for purchase of the watch guard equipment was approved. Once your city purchases the equipment, HSI will immediately reimburse the city for the purchase.

Have the city send the bill to [Charles.arensmen@ice.dhs.gov](mailto:Charles.arensmen@ice.dhs.gov).

Congrats!

Mike

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**From:** Durst, Timothy J <[Timothy.J.Durst@ice.dhs.gov](mailto:Timothy.J.Durst@ice.dhs.gov)>  
**Date:** Wednesday, May 15, 2019, 4:36 PM  
**To:** Arensman, Charles A <[Charles.A.Arensman2@ice.dhs.gov](mailto:Charles.A.Arensman2@ice.dhs.gov)>  
**Cc:** Breslin, Michael G <[Michael.G.Breslin@ice.dhs.gov](mailto:Michael.G.Breslin@ice.dhs.gov)>, Caughey, Nicole M <[Nicole.M.Caughey@ice.dhs.gov](mailto:Nicole.M.Caughey@ice.dhs.gov)>, Harvey, Michael W <[Michael.W.Harvey@ice.dhs.gov](mailto:Michael.W.Harvey@ice.dhs.gov)>  
**Subject:** RE: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Approved

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**From:** Arensman, Charles A  
**Sent:** Wednesday, May 15, 2019 3:13 PM  
**To:** Durst, Timothy J <[Timothy.J.Durst@ice.dhs.gov](mailto:Timothy.J.Durst@ice.dhs.gov)>  
**Cc:** Breslin, Michael G <[Michael.G.Breslin@ice.dhs.gov](mailto:Michael.G.Breslin@ice.dhs.gov)>; Arensman, Charles A <[Charles.A.Arensman2@ice.dhs.gov](mailto:Charles.A.Arensman2@ice.dhs.gov)>; Caughey, Nicole M <[Nicole.M.Caughey@ice.dhs.gov](mailto:Nicole.M.Caughey@ice.dhs.gov)>  
**Subject:** FW: WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Tim,

An equipment request from Mike Harvey on behalf of Brawley PD. It's a big ticket item at \$30k. Do you approve?

Charlie

*Charlie Arensman  
Asset Forfeiture Specialist  
Homeland Security Investigations  
San Diego, California  
Email: [Charles.A.Arensman2@ice.dhs.gov](mailto:Charles.A.Arensman2@ice.dhs.gov)  
Office: 619-436-0559  
Cell: 619-576-1123*

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**From:** Harvey, Michael W  
**Sent:** Wednesday, May 15, 2019 2:32 PM  
**To:** Arensman, Charles A <[Charles.A.Arensman2@ice.dhs.gov](mailto:Charles.A.Arensman2@ice.dhs.gov)>  
**Subject:** WatchGuard Quote for interview/interrogation system for Brawley Police Department using SLOT funds.

Charles,

Attached is a request to provide Brawley police department (BPD) a fully functioning interview/interrogation room. Currently they have none. We collaborate with Brawley Police on a daily basis and currently have two BPD/TFO's assigned to HSI/Calexico. Also, most of the child exploitation cases have originated from and worked jointly with BPD.

What is nice about this system, in the future, when BPD acquires body cameras (which they currently do not have), this system can be upgraded to include body camera footage that can be stored, downloaded, and viewed using the interview/interrogation equipment that is being requested.

Let me know if anyone has any questions about this request.

Thank you!

Michael W. Harvey  
Supervisory Special Agent  
Child Exploitation Investigations/  
Imperial Valley Internet Crimes Against Children Task Force  
Cell: (760) 250-8856  
Office: (760) 335-5303  
Email: [michael.harvey@dhs.gov](mailto:michael.harvey@dhs.gov)

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**From:** Jesse Rotner <[JRotner@brawley-ca.gov](mailto:JRotner@brawley-ca.gov)>  
**Sent:** Wednesday, May 15, 2019 1:50 PM  
**To:** Harvey, Michael W <[Michael.W.Harvey@ice.dhs.gov](mailto:Michael.W.Harvey@ice.dhs.gov)>  
**Subject:** WatchGuard Quote

Good afternoon sir,

Attached is the quote from WatchGuard for a three-interview room solution. This setup would fulfil our current needs and give us a foundation upon which to grow our digital media capabilities in the future if that becomes a possibility.

Sergeant Jesse Rotner #9S1  
City of Brawley Police Department  
351 Main Street  
Brawley, CA 92227  
Desk: (760) 351-7777



**Date:** March 15, 2019

**Service Provider:**

Enforcement Video, LLC (dba WatchGuard Video) a corporation incorporated in the state of Texas

**Client:**

Brawley Police Department  
Attn: Jesse Rotner

**Principal Address of Service Provider:**

415 E. Exchange  
Allen, Texas 75002

**Telephone Number:** (866) 325-2836

**WatchGuard Video Federal Tax**

**Identification Number:**

11-3717781

Founded in 2002, WatchGuard Video has become the worldwide leader of law enforcement in-car video systems.

**Brawley Police Department** on behalf of itself and its affiliates (collectively and individually, "Brawley Police Department") and Service Provider ("WatchGuard Video") agree to enter into this Services Agreement (the "Agreement") in accordance with the terms and conditions set forth as follows:

- 1. Term.** The Agreement shall commence upon the Effective Date and shall expire May 20, 2021 unless earlier terminated pursuant to Section 11. In no event will the term of this Agreement extend beyond two (2) years from the date of this Agreement unless extended by the parties by mutual written agreement.
- 2. Scope of Work.** Service Provider will perform certain services and provide deliverables for Brawley Police Department as described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services"). During the term of this Agreement, Brawley Police Department may request Service Provider to perform additional services which shall be outlined in an additional description of services acknowledged by both parties (e.g., through confirmatory email chain). Such additional Statement(s) of Work (the "Additional Services") shall be subject to the terms and conditions of this Agreement, in addition to any additional terms and conditions set forth in such Statement(s) of Work (collectively, "this Agreement".) The Initial Services and Additional Services, if any, shall be referred to collectively in this Agreement as the "Services". All Schedules and Exhibits attached hereto are hereby incorporated by this reference.
- 3. Agency Provided Services and equipment.** Brawley Police Department May choose to perform certain tasks or provide equipment needed to complete the agreed upon Scope of work. These services shall be described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services") and detailed in Appendix A to Schedule 1. Brawley Police Department acknowledges that these tasks or equipment are required and the Agency's failure to perform or deliver these tasks may result in additional costs and or delays.
- 4. Fees.** Brawley Police Department will pay Service Provider those fees and expenses, if any,

in the amount and on the terms and conditions described in Schedule 1 for the performance of the Initial Services. In the event the parties agree to any Additional Services, the fee arrangement for the Additional Services shall be outlined in the applicable Statement of Work descriptions if different than the Initial Services.

#### **5. Manner of Performance/Warranties.**

(a) Service Provider represents and warrants that it and Service Provider's employees and authorized subcontractors performing Services hereunder (i) have the requisite expertise, ability and legal right to render the Services and will perform the Services in an efficient and timely manner; (ii) will abide by all laws, rules and regulations that apply to the performance of the Services, including applicable requirements regarding equal employment opportunity and (iii) its performance of the Services will not violate or in any way infringe any patent, trademark, copyright or other proprietary interest of any third party.

(b) Service Provider shall maintain accurate and complete records specifically relating to the Services in accordance with generally accepted accounting principles and industry practices and retain such records for a period of one (1) year following the completion of the Services. Brawley Police Department may audit such records during normal business hours upon prior notice to Service Provider.

**6. Confidentiality.** In the course of performing the Services, it is anticipated that Service Provider will learn of information that Brawley Police Department regards as confidential or proprietary, including but not limited to, the nature of services, evidence and data relating to evidence, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Brawley Police Department receives from third parties (collectively, "Confidential Information"). WatchGuard shall hold such Confidential Information in strictest confidence and shall exercise at least the same degree of care as it uses with its own most valuable information (but in no event less than reasonable care) to safeguard the confidentiality of the Confidential Information; and except as provided in this Agreement, the Confidential Information shall not be used, duplicated or in any way disclosed to others in whole or in part without the prior express written permission of Disclosing Party.

**7. Independent Contractor.** Service Provider is an independent contractor, not an employee or agent of Brawley Police Department. Nothing in this Agreement shall render Service Provider, or any of its employees, subcontractors or agents, an employee, subcontractor or agent of Brawley Police Department, nor authorize or empower Service Provider or its employees, subcontractors or agents to speak for, represent or obligate Brawley Police Department in any way. Service Provider assumes any and all liabilities regarding Section 1706 of the Tax Reform Act of 1986 and Section 414(n) of the Internal Revenue Code of 1986, as amended.

#### **8. Indemnification.**

(a) Service Provider shall indemnify and hold harmless Brawley Police Department, and its controlling persons, directors, officers, employees, agents and customers and those of its affiliates (collectively, "Brawley Police Department") from and against any and all losses, expenses, claims, actions, lawsuits and judgments thereon (including reasonable attorneys' fees and costs of litigation) ("Claims"), arising out of or in connection with any act or omission by

Service Provider, its employees or subcontractors in the performance of any Services provided under the terms of this Agreement, including without limitation any Claim that any of the Services infringed a patent, copyright, trademark or other proprietary interest of any third party, except to the extent any Claim results from any acts of negligence or willful misconduct by Brawley Police Department.

(b) Brawley Police Department shall indemnify and hold harmless Service Provider, and its controlling persons, directors, officers, employees, agents and its affiliates (collectively, "Service Provider") from and against any and all losses, expenses, claims, actions, lawsuits and judgments thereon (including reasonable attorneys' fees and costs of litigation) ("Claims"), arising out of or in connection with any act or omission by Brawley Police Department, its employees or subcontractors in the performance of any terms of this Agreement, including without limitation any Claim that any of the Services infringed a patent, copyright, trademark or other proprietary interest of any third party, except to the extent any Claim results from any acts of negligence or willful misconduct by Service Provider.

(c) Notice. Each party shall promptly notify the other of any Claims that may be presented to it by any person or entity. No settlement which prevents Brawley Police Department from continuing to use the Services or Work Product shall be made without Brawley Police Department's prior written consent. In all events, Brawley Police Department shall have the right to participate in the defense of any suit or proceeding through counsel of its own choosing Provider.

**9. Insurance.** Service Provider shall procure and maintain in full force and effect during the period that this Agreement is in effect with an insurance company a standard General Liability insurance policy including errors and omissions protecting against any loss, liability or expense due to bodily injury, death or property damage arising out of this Agreement or Services delivered hereunder, to the extent such loss, liability or expense is not due to the negligence of Brawley Police Department. Such policy shall have a combined single limit of a minimum of one Million dollars (\$1,000,000.00). Contractor shall provide such evidence of insurance to Brawley Police Department upon request.

**10. Remedies.** Service Provider will promptly re-perform any Services not performed in accordance with the representations and warranties set forth in this Agreement at no additional expense to Brawley Police Department to correct any non-conformance to Brawley Police Department's reasonable satisfaction. If Service Provider is unable within a reasonable time to comply with the foregoing obligations, Service Provider will refund to Brawley Police Department the lesser of (a) the amount paid for the non-conforming Services or (b) the last amount paid for the last invoice submitted to Brawley Police Department. The remedies set forth in this paragraph are non-exclusive.

#### **11. Termination.**

(a) Brawley Police Department may terminate this Agreement effective the day of notice by giving Service Provider written notice of termination if Service Provider: (i) breaches any of its obligations, representations or warranties hereunder; or (ii) is placed on the List of Excluded Individuals/Entities or is banned from Government contracts by the General Services Administration.

(b) If Brawley Police Department determines that it no longer requires the services of Service Provider, it may terminate this Agreement by giving Service Provider fifteen (15) days written notice and agree to pay reasonable project ramp down fees not to exceed the total invoiced billings over the last 7 calendar days prior to termination notice.

(c) In the event this Agreement or any Schedule is terminated by Brawley Police Department without cause prior to expiration of the term of this Agreement, or as set forth in any Schedule, Service Provider shall (i) immediately stop all work and upon Brawley Police Department request, if applicable, transfer the project as expeditiously as possible; and (ii) not undertake further work, incur additional expenses, or enter into further commitments. Service Provider shall be entitled to all undisputed payments due and owing under this Agreement at the time of any termination notice, for (i) work completed and accepted by Brawley Police Department, (ii) work in progress up to the provisions in section 10b, and (iii) non-cancelable commitments with supporting documentation.

## 12. General.

(a) In the event of the actual or threatened breach of any of the terms of this Agreement, Brawley Police Department will have the right to specific performance and injunctive relief. The rights granted by this paragraph are in addition to all other remedies and rights available at law or in equity.

(b) No assignment by Service Provider of this Agreement or any sums due under it will be binding on Brawley Police Department without Brawley Police Department prior written consent.

(c) This Agreement shall be construed according with the laws of the State of Texas.

(d) None of the terms of this Agreement shall be amended or changed, except in writing signed by an authorized representative of each party, or as amended via confirmatory email chain from both parties.

(e) Unless otherwise provided with a list of names of authorized representatives, a representative from either party engaging in an email chain, regarding the Services covered under this Agreement while using an official email address from their respected Party's email domain, is representing themselves as having the authority to make the claims, responses, or requests will be considered an authorized representative.

(f) This Agreement, including all Schedules, Exhibits and any description of Additional Services signed/acknowledged by both parties, contain the entire agreement between the parties relating to the Services and supersede all prior oral or written agreements and understandings between the parties.



<b>ENFORCEMENT VIDEO, LLC dba WATCHGUARD VIDEO</b>	<b>Brawley Police Department</b>
By: _____ (Signature)	By: _____ (Signature)
Printed Name:	Printed Name:
Title:	Title:



**Schedule 1  
Initial Services Statement of Work**

Under the terms and conditions of the Services Agreement dated March 15, 2019 by and between Service Provider and Brawley Police Department, the Service Provider shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:

WatchGuard Video will provide to Brawley Police Department services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video 4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi and Evidence Library.com software. Table 1 lists the work required to complete a successful installation. The “Appendix A Reference Number” column represents the line item in which each party is responsible. If an “X” is listed under the “WGV” column then WatchGuard Video is responsible for that particular task. If an “X” is listed under the “Agency” column, then Brawley Police Department is responsible for that particular task. Detail descriptions of each major section (indicated by Bold Text) are included in Appendix A which is incorporated by reference.

Table 1. Work Breakdown Structure

<b>Appendix A Reference Number</b>	<b>WGV</b>	<b>Agency</b>	<b>Short Description (See Appendix A for details on each item)</b>
SVR-01		<b>X</b>	<b>Installation of upload appliance in Equipment Rack</b>
SVR-02		<b>X</b>	Provide a suitable Rack
SVR-03		<b>X</b>	Mounting Upload Appliance
SVR-04		<b>X</b>	Connecting the upload appliance (Power (connector), Network Cabling / switch, UPS )
SVR-05	<b>X</b>		Provide a physical or Virtual Server that meets the specified Server Requirements
SVR-06	<b>X</b>		Installation and configuration of Windows Operating System and disk storage systems
SVR-07	<b>X</b>		Provide Operating System License Key
SVR-08	<b>X</b>		Install and configure Operating System (Includes current patches)
SVR-09	<b>X</b>		Install remote access client (SSL-VPN)
EL-01	<b>X</b>		<b>Installing and configuration of Evidence Library</b>
EL-02	<b>X</b>		Evidence Library Server Provisioning
EL-03		<b>X</b>	Add Active Directory Security Groups
EL-04	<b>X</b>		Configure Evidence Library Settings
EL-05	<b>X</b>		Remote Upload Appliance
EL-06	<b>X</b>		<b>Installation of Evidence Library Clients on Agency's computers</b>
EL-07		<b>X</b>	Provide client computers that meet client Hardware and Software requirements.
4RE-01	<b>X</b>		<b>Configuring available 4RE DVR units</b>



4RE-02	X		Create Configuration USB
4RE-03	X		Configure Each DVR as installs are completed
4RE-04	N/A	N/A	Change DVR IP configuration (if required)
<b>TEST-01</b>	X		<b>Finish Testing Function of WatchGuard system</b>
TEST-02	X		Complete Test checklist
<b>TRAIN-01</b>	X		<b>Training</b>
TRAIN-02	X		End User Training (Officers)
TRAIN-03	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-04	X		Evidence Library Administrative Training
Close-01	X	X	<b>Project Sign-Off</b>

**Appendix A Reference**

This appendix references the page number that include detailed actions and instructions for each “short description” in Table 1. See Appendix A, for details on each reference number.

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Payment Schedule:

WatchGuard Video will demonstrate to Brawley Police Department, through testing and demonstrations, that the 4RE and VISTA WiFi solution, and all its related components and software, are fully functional and representative of the products and services represented by WatchGuard Video. WatchGuard Video represents that it has the skills to perform the services required, and will invoice Brawley Police Department according to the attached Price Estimate dated February 24, 2019.

Brawley Police Department will pay Service Provider within thirty (30) days upon receipt, review and approval of Service Provider's invoice, detailing the Services rendered, time spent and fee. Good faith billing disputes shall not justify non-performance of any obligations under the Agreement.

<b>ENFORCEMENT VIDEO, LLC dba WATCHGUARD VIDEO</b>	<b>&lt;Formal Agency Name&gt;</b>
By: _____ (Signature)	By: _____ (Signature)
Printed Name:	Printed Name:
Title:	Title:

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA IDENTIFYING WATCHGUARD VIDEO AS THE SOLE  
SOURCE PROVIDER AND AUTHORIZING THE PURCHASE OF AUDIO/  
VIDEO RECORDING EQUIPMENT AT THE BRAWLEY POLICE DEPARTMENT  
IN THE AMOUNT OF \$30,370.00.

**WHEREAS**, the Brawley Police Department regularly arrests individuals suspected of committing crimes; and

**WHEREAS**, audio/video recordings are often seen as the best form of evidence in criminal proceedings; and

**WHEREAS**, the Brawley Police Department does not currently have the capability to audio/video record interviews of individuals in an unobtrusive manner; and

**WHEREAS**, WatchGuard Video offers state of the art audio/video recording equipment capable of file sharing with prosecutors without the additional step of transferring the audio/video content to a CD or DVD; and

**WHEREAS**, the Brawley Police Department has developed a lasting relationship with Homeland Security Investigations (HSI) by assigning detectives to their Border Enforcement Security Task Force and Internet Crimes Against Children group; and

**WHEREAS**, HSI has identified the need for audio/video recording of interviews at locations where joint investigations occur; and

**WHEREAS**, HSI has committed to reimbursing the Brawley Police Department for the full purchase price of the audio/video recording equipment purchased from WatchGuard Video; and

**WHEREAS**, the initial purchase will be accomplished as a General Fund expenditure from the FY 2018/19 Police Department Budget with 100% reimbursement by HSI.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on June 4, 2019.

**CITY OF BRAWLEY, CALIFORNIA**

\_\_\_\_\_  
Donald L. Wharton, Mayor

**ATTEST:**

\_\_\_\_\_  
Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: June 4, 2019

City Manager: 

**PREPARED BY:** Robert Sawyer, Chief of Police

**PRESENTED BY:** Robert Sawyer, Chief of Police

**SUBJECT:** City Council Resolution authorizing the purchase of Motorola Solutions NexGen upgrades for the emergency communications center consisting of hardware, software and services. Specifically the solutions provides three dispatch consoles, one logging recorder, fire and police radio consolettes, and complete installation of all items at the Brawley Police Department for a total costs of \$665,099.04.

**CITY MANAGER RECOMMENDATION:** Adopt resolution and authorize the purchase of the necessary radio upgrades.

**DISCUSSION:** The Brawley Police Department and public safety radio system is in need of immediate upgrade. The current radio consoles used by dispatchers and accompanying radio equipment was procured in 1998. Over the last twenty plus years the radio system has operated through a number of upgrades and patches and has exceeded the intended lifespan.

Changes in federal regulations have led to law enforcement, fire and emergency medical services transitioning from the current analog radio system to the newly required digital radio system. This transition will require the purchase and installation of thirteen new radios, new dispatch consoles and the accompanying infrastructure. Additionally, the current voice logger that records radio and telephone traffic in the communications center will no longer function on the digital platform and will require an upgrade.

The San Diego - Imperial County Regional Communication System (RCS) was created to provide seamless public safety communications for both counties. Participation in RCS allows Imperial County communication centers to leverage resources and purchasing power. RCS has selected Motorola as the sole source radio provider within the RCS system, thereby mandating our purchase of Motorola products. Airwave Communications is the local Motorola service provider and distributor.

The overall costs associated with the required upgrades is \$665,099.04. Further information is contained within the Staff Report prepared by Commander Brett Houser and attached, along with the Motorola Solutions proposal.

**FISCAL IMPACT:** Motorola is offering extended financing for total project cost of \$665,099.04. The initial purchase will be accomplished with a five-year financing plan at a lease rate of 4.57% and payments of \$152,2019.25 per year. The first payment is due one year after Motorola contract execution. Should the City secure more favorable financing terms, no pre-payment penalty shall apply.

Funding for this purchase will ultimately be obtained from a combination of sources. These include the Federal Asset Forfeiture Fund, cost sharing with the contract cities of Calipatria and Westmorland, and the City of Brawley General Fund.

Due to the anticipated use, in part, of Federal Asset Forfeiture Funds (FAFF) to fund the radio upgrade project, a notable restriction applies. FAFF funds are restricted to law enforcement activities (only). A portion of the radio upgrade project which will be utilized by the Brawley Fire Department and the contracted cities of Westmorland and Calipatria is thereby excluded.

Service impacts on the City of Brawley Communications Center are typically established on a three-year average. As such, the following costs are to be assigned to the Brawley Fire Department, Calipatria Contract Services, and the Westmorland Contract Services, in addition to any interest associated with financing:

Name	% of Total Call Volume	Total Cost Share
Brawley Fire Department	3.49%	\$23,230.50
Calipatria Contract Services	7.32%	\$48,683.23
Westmorland Contract Services	6.41%	\$42,623.57
Total FAFF excluded portion		\$114,540.30

**ATTACHMENTS:**

- 1) Staff Report by Commander Houser
- 2) Motorola Solutions proposal
- 3) Resolution 2019- \_\_\_\_\_

# STAFF REPORT

To: Chief Sawyer  
From: Commander Houser  
Date: 5/28/2019  
Re: Motorola Radio Update Purchase

---

## **Background:**

The Brawley Police Department Communication Center is a State of California designated Public Safety Access Point (PSAP). Its operation is responsible for answering and coordinating communication resources for emergency public safety services that directly include police, firefighting, and ambulance services, and indirectly include coordinating requests for other public services on a 24/7 schedule. The function of the Brawley Communication Center is made possible by the infrastructure of a regionally implemented radio network system, maintained and serviced by the telecommunication company Regional Communication System (RCS).

The current radio dispatch consoles in use were initially installed in 1998. At that time, the radio service used was based on a FCC authorized VHF analog technology. The dispatch consoles work as controller computers that provide access to and management of the various radio channels. The dispatcher consoles and support equipment operate a program called Gold Elite/MC 3000. Since going live twenty-one years ago, the regional radio infrastructure built by RCS has been upgraded at various stages and transitioned into a digital radio system as opposed to an analog-based technology for primary radio channels (talk groups). The Gold Elite /MC3000 system has been serviceable enough to accommodate the technology upgrades. However, maintaining the Gold Elite/MC 3000 system well beyond the anticipated seven to ten years initially intended under support has only been made possible by a robust support and maintenance contract provided by Airwave Communications of Imperial. Through the small surplus of equipment and computer program patchwork, the Gold Elite/MC 3000 units have remained operational to date.

As of the last quarter of 2019 the Gold Elite/MC 3000 and current radios consolettes in use will no longer be compatible with the federally digital radio technology compliance policy know as Project 25

(P25). P25 and is a suite of standards that enable interoperability among digital two-way land mobile radio communications products created by and for public safety departments. The U.S. Department of Homeland Security Science and Technology Directorate (S&T) collaborated with the Department of Commerce Public Safety Communications Research program to establish the P25 Compliance Assessment Program (P25 CAP). As a consequence of the new technology requirements, the department has been seeking out a viable solution to meet the Project 25 mandates.

**Status:**

Motorola is the sole-source service provider for the department radio system and dispatching equipment. Motorola has prepared a comprehensive proposal for the equipment and network upgrade. Our local maintenance and servicing contractor, Airwaves Communication, RCS San Diego Manager, and our city IT Director have all reviewed the proposal. It has been determined that the proposal will meet all necessary requirements for the projected technology advancement parameters.

The radio upgrade project will consist of purchasing compatible new radio consolettes and new dispatch console control computers with networking capability. The implementation of the radio upgrade is split into Phase 1 and Phase 2:

Phase 1- Due to the time element of the impending discontinuation of operation of outdated radio consolettes at the end of 2019, eight (8) new 800 MHz Consolettes and three (3) new VHF Consolettes will be installed and integrated to work with the existing Gold Elite/ MC3000 control stations (dispatch consoles). The anticipated buildout of Phase 1 is four months from securing the purchasing contract. The installation of these digitally compatible radios will allow the same Gold Elite/MC 3000-dispatch consoles to remain operational while waiting for Phase 2. The new radio consolettes will meet all P25 requirements and continue to operate through the anticipated radio technology upgrade of NextGEN radio community slated for the year 2022.

Phase 2- This phase involves the installation and programming of new dispatch consoles, the installation of a Conventional Channel Gateway (CCGW), the installation of the Conventional Site Controller (CSC), and the installation of the Console Alias Manager (CAM), Aux I/O Server, Archiving Interface Server (AIS) and firewall, and the Verint Logging Recorder. These vital components will allow the Communication Center the infrastructure to become network compatible with RCS. The immediately advantage of such a network interlink is the increased reliability and resource management tools of accessing all registered radio channels (talk groups) registered on the RCS system. Phase 2 will grant the removal of all Gold Elite/MC 3000 interfaces to the radio consolettes from Phase 1. The anticipated buildout of Phase 2 is twelve (12) months from securing the purchasing contract.

**Finance:**

In addition to regional discounts for the upgrade project, Motorola as offered to extend financing for the entirety of the project cost. Motorola has offered the following:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Brawley Police Department

Total Transaction Value: \$ 665,099.04  
 Down Payment: \$ 0.00  
 Balance to Finance: \$ 665,099.04

Equipment: Upgrade Brawley PD Dispatch system to be compatible with the NextGEN RCS system (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

**Financial Options:**

Options	Option 1	Option 2	Option 3
Lease Term	3 Years	5 Years	7 Years
Payment Type	Ann. Arrears	Ann. Arrears	Ann. Arrears
Lease Rate	4.39%	4.57%	4.86%
Lease Factor	0.363632	0.228852	0.172630
Payment	\$241,851.29	\$152,209.25	\$114,816.05

Payment Commencement First payment due one year after contract execution  
 First payment due one year after contract execution  
 First payment due one year after contract execution

Program Highlights:

- Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).
- One hundred percent (100%) of a project's acquisition cost can be financed.
- Payment frequency can be matched to meet your cash flow and budget requirements.
- No pre-payment penalties.
- Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications:

- Receipt of a properly executed documentation package.
- Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.
- Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.
- This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation:

- Municipal Equipment Lease Purchase Agreement
- Opinion of Counsel
- Schedule A/Equipment List
- Schedule B/Amortization Schedule
- 8038G
- UCC-1
- Certificate of Incumbency
- Statement of Essential Use/Source of Funds
- Evidence of Insurance or Statement of Self Insurance
- Resolution from governing body authorizing the execution of the Lease
- Delivery & Acceptance Certificate

Department Finance Considerations:

Due to the anticipated use, in part, of Federal Asset Forfeiture Funds (FAFF) to contribute in the financing of the radio upgrade project, a notable restriction must be advised. FAFF funds are restricted to law enforcement activities. This creates a barrier to funding portions of the radio upgrade project that are utilized by three fire department services. As previously calculated from service impact on the Communication Center based on a three-year average, the following costs should be assigned to the Brawley Fire Department, Calipatria Contract Services, and the Westmorland Contract Services:

Brawley Fire Services	3.49%	\$23,230.50
Calipatria Contract Services	7.32%	\$48,683.23
Westmorland Contract Services	6.41%	\$42,623.57
Total FAFF restricted		\$114,540.30

**Recommendation:**

It is my recommendation that the department move forward with the above-mentioned radio upgrade purchase. With the implementation of P25 and NextGEN requirements, it is not possible the Communication Center could continue to serve as an operational PSAP without the purchase.

Attachments: Motorola Statement of Work 3/20/2019

# MCC 7500 IP DISPATCH CONSOLES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. **Error! Unknown document property name.**

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Motorola Solutions  
1303 E. Algonquin Rd.  
Schaumburg, IL 60196  
USA

Tel. + 1 847 576 5000  
Fax + 1 847 538 6020

March 20, 2019

Commander Brett Houser  
City of Brawley Police Department  
351 Main Street  
Brawley, CA 92227

Subject: MCC 7500 IP Dispatch Consoles

Dear Commander Houser:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of Brawley Police Department ("City") with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

Motorola's proposal includes a combination of hardware, software and services. Specifically, this solution provides three (3) MCC 7500 IPS Dispatch Consoles, one (1) Verint Logging Recorder and sixteen (16) APX 7500 Consolettes, installed at the Brawley Police Department Dispatch Center.

This proposal is subject to the terms and conditions of the existing contract 553982 between County of San Diego and Motorola Solutions, dated June 27, 2016, and shall remain valid for a period of 60 days from the date of this letter. The City may accept the proposal by issuing a purchase order that states it is subject to the proposal dated March 20, 2019. Any questions can be directed to your Motorola Account Executive, Ken Nordholm, at 858-488-4440, ([ken.nordholm@motorolasolutions.com](mailto:ken.nordholm@motorolasolutions.com)).

We thank you for the opportunity to furnish City of Brawley Police Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Jerry Burch  
Area Sales Manager

# SYSTEM DESCRIPTION

## 1.1 SYSTEM OVERVIEW

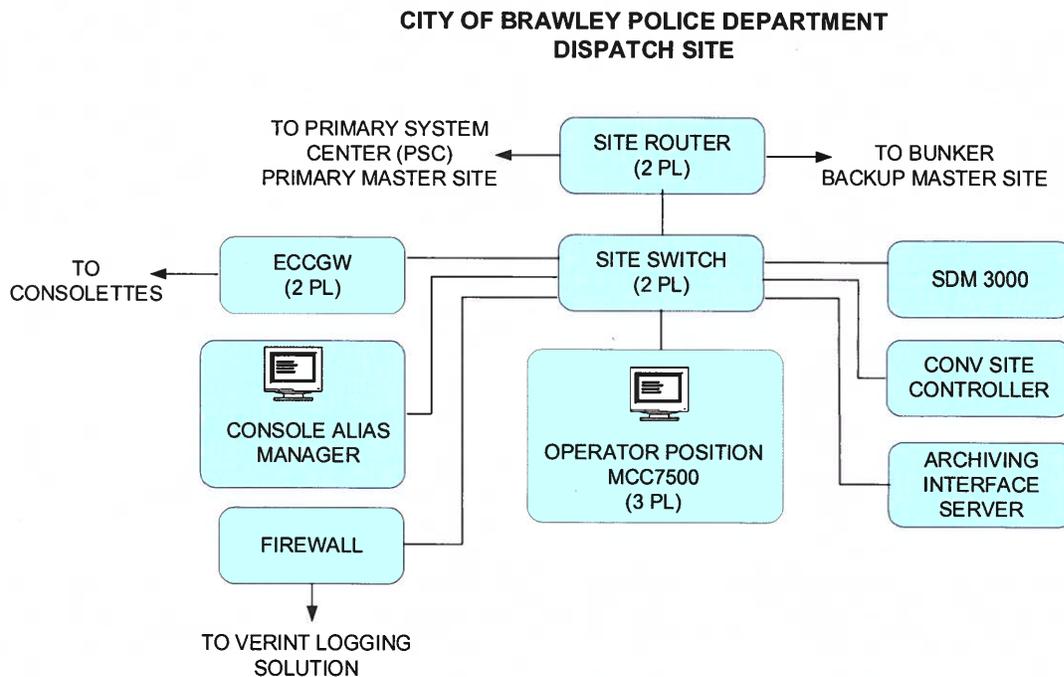
Motorola is pleased to provide the City of Brawley Police Department with a proposal for a MCC 7500 dispatch console system to replace their existing consoles. The dispatch console system will be deployed in two phases.

- Phase 1 – Deploy APX 7500 Consolettes and two MCD 5000 desksets.
- Phase 2 – Deploy the MCC 7500 dispatch console system (described below) and one MCD 5000 deskset.

Motorola’s proposed dispatch console system solution includes three MCC 7500, two site gateways, two site switches, two Enhanced Conventional Channel Gateway (ECCGW), conventional site controller, firewall, Console Alias Manager (CAM), SDM 3000, Archiving Interface Server (AIS), playback workstation, Verint logging recorder solution, three MCD 5000 desksets, sixteen consolettes and spares.

The design leverages utilizing San Diego County Regional Communication System (RCS) P25 system. The Brawley PD Dispatch site will connect to both the primary master site located at the Prime System Center (PSC) and the backup master site located at Bunker. Brawley PD is responsible for providing the Ethernet connectivity to both the primary master site and backup master site locations. There is no microwave or fiber backhaul included in this project.

A high level block diagram of the dispatch system is shown below.



The Brawley PD console system will be a standalone voice system in which special product (SP) interface, non-integrate features and CAD 9-1-1 are not included. In addition, customer programming software (CPS), flash upgrades and services to re-program subscribers have not been included in this design.

## 1.2 THE MCC 7500 DISPATCH EXPERIENCE

The MCC 7500 Dispatch Console offers Brawley PD state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

The proposed system also offers Brawley PD the capability to maintain both audio and data recording of the calls made on the communications system.

### 1.2.1 Interoperability Features

ASTRO 25 is specifically designed around APCO P25 standards. All voice messages are digitized, all Land Mobile Radio (LMR) system features are compliant with P25 standards, with many features exceeding the P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

**MUTUAL AID  
INTEROPERABILITY  
OFFERS FLEXIBILITY AND  
FUTURE EXPANSION.**

As shown in Figure 1-1, interoperable communications can be provided through a dispatcher-initiated interface (patch) to the Mutual Aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC 7500 dispatch console on the ASTRO 25 radio network and the Mutual Aid radios. This allows the dispatcher to patch together Mutual Aid radios and required subscribers on the ASTRO 25 system, as situations dictate. Each GGM 8000-based CCGW can

connect with up to four analog and V.24 ports, and 16 IP-based Mutual Aid channels. The high density GGM8000-based CCGW can connect with up to eight analog and eight V.24 ports, plus 16 IP-based Mutual Aid channels. Multiple CCGWs can be installed per site to support Mutual Aid radios for seamless communications with various agencies. CCGWs can be placed at any RF or console site allowing flexibility of connecting to the MCC 7500 consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR IP network as Mutual Aid requirements change.

As an incident occurs, local Mutual Aid agencies can initiate a radio conversation to an MCC 7500 dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher can initiate a patch to an RF channel for first responders as necessary. Incident conversations will be seamless from the moment of the patch initiation, and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.

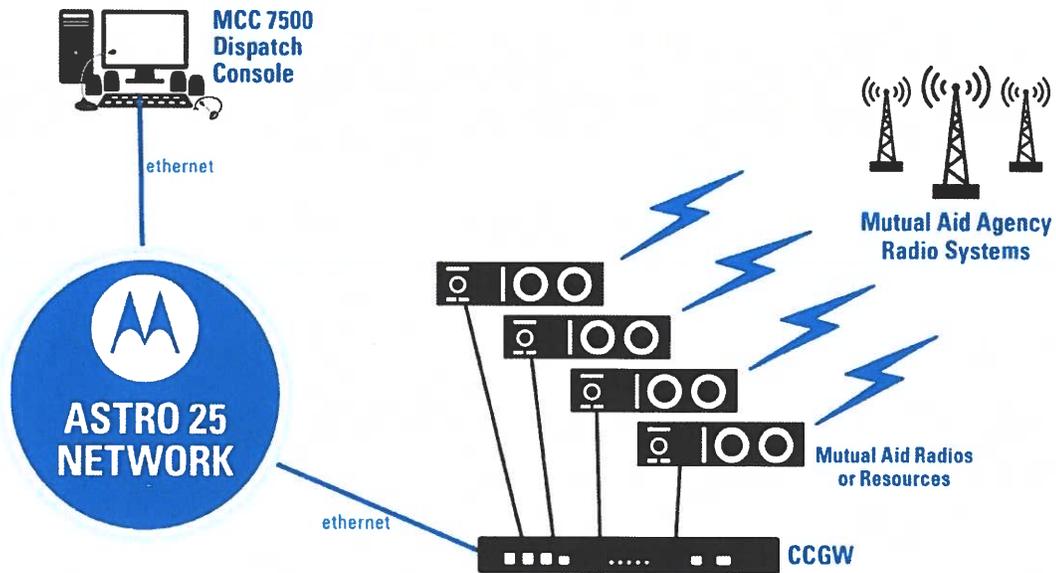


Figure 1-1: Mutual Aid Components

### 1.2.1.1 Integration with the ASTRO 25 Network

The MCC 7500 IP Dispatch Console will be seamlessly integrated into San Diego County’s NextGen ASTRO 25 system, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to Brawley PD.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7500 console position is comparable to that required for a personal computer.

Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 IP Dispatch Console over the same network. This reduces overall transport costs and the need for duplicate fixed network equipment. Table 1-1 outlines the benefits of the MCC 7500’s seamless integration to the ASTRO 25 network.

**THE MCC 7000 SERIES CONSOLES’ IMPROVED USE OF BANDWIDTH ENSURES THAT EMERGENCY CALLS WILL MAKE IT THROUGH TO THE DISPATCH OPERATOR, REGARDLESS OF SYSTEM TRAFFIC.**

**Table 1-1: Benefits of Seamless Integration of the MCC 7500 IP Console with the ASTRO 25 Network**

Feature	Benefit to City of Brawley PD
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for Brawley PD.

### 1.2.1.2 Connection to ASTRO 25 System

Details on the connectivity between the MCC 7500 dispatch console and the ASTRO 25 system are described below.

#### Dual Site Link

The MCC 7500 console site for Brawley PD is remote from the core site and is provided with redundant site link equipment to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router. Each console site gateway provides an interface that handles all of the IP Network Management traffic between the MCC 7500 dispatch center and San Diego County’s ASTRO 25 system’s core site. The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium. Brawley PD is responsible for providing site links from Brawley PD to the primary master site at PSC and backup master at Bunker. There is no microwave or fiber backhaul included in this proposal.

#### LAN Switches

The site LAN switches provide LAN interfaces for dispatch site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system’s configuration manager and service the equipment.

## 1.2.2 Console Operations

The MCC 7500 dispatch console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the MCC 7500 console reduces communication errors that may force dispatch console operators to repeat their transmissions.

## 1.2.2.1 Dispatch Interface

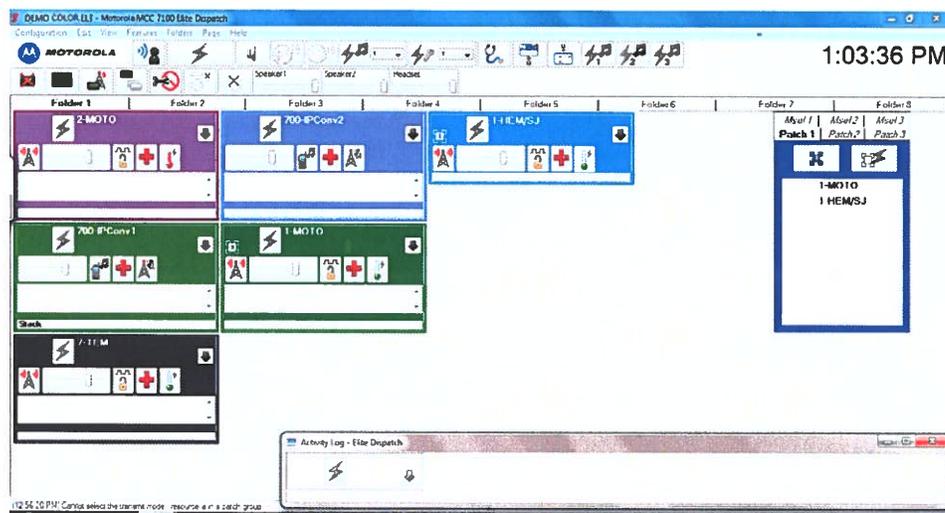
The MCC 7500 console's graphical user interface (GUI) optimizes user efficiency. Brawley PD can customize the MCC 7500 GUI by agency or by individual user to meet their dynamic needs and requirements.

### Elite Dispatch Graphical User Interface

The MCC 7500 Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatch operators. For new users, the graphical icons and customization options make the MCC7500 console GUI easy to learn and operate.

**EASY TO USE,  
FLEXIBLE, AND  
CUSTOMIZABLE  
USER INTERFACE**

An example of the MCC 7500 GUI is shown in Figure 1-2.



**Figure 1-2: The MCC 7000 series GUI delivers critical real-time information is delivered to the console operator when and where they need it**

Based on operator preference, the MCC 7500 GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. Customization capabilities include background colors of resources, buttons and folders, the sizes and positions of resources, the fonts, sizes and colors of text, the number of folders and the icons used on the buttons and indicators. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

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### 1.2.2.2 Standard Radio Transmission and Reception

A typical MCC 7500 console has two speakers, one for selected audio and the second for all remaining unselected audio, and a headset. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

#### **Receiving Calls from the Field and Other Dispatch Operators**

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (“Single Select”). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (“Multi-Select”). Either select or unselect audio can be heard through the headset not both.

#### **Initiating Calls to the Field and Other Dispatch Operators**

The dispatch operator has several different ways of initiating a call. In most circumstances, a “General Transmit” is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource that isn’t selected, they use the “Instant Transmit” function. To prevent accidental activation of functions that can have significant negative consequences if accidentally activated, the “Instant Transmit Safety Switch” can be used. The safety switch can be used with Aux I/Os and pre-defined pages, as well as, instant transmit switches.

#### **Audio Communication to the Field and Other Dispatch Operators**

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Most basically, they can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the operator can select additional talkgroups and/or conventional channels, as needed, for the call using the multi-select feature.

The MCC 7500 console enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator’s discretion.

#### **Controlling Console Audio**

The MCC 7500 consoles offer the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource and, if they desire, can mute and un-mute all non-selected resources on the console (“All Mute”) for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from the same resource or other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position's audio on a shared resource.

### **Controlling Network Audio**

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

## **1.2.2.3 Emergency Radio Transmission and Reception**

As part of a mission-critical communications network, the MCC 7500 console facilitates immediate prioritization and resolution of emergency communications between Brawley PD's dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize"). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

### **Receiving an Emergency Call**

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator's attention to the specific resource on which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

### **Responding to an Emergency Call**

When a console operator wishes to respond to an emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call ("Auto-Open of Quick List"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize").

The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

## Ending an Emergency Call

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the other operator positions that the emergency is over (“Emergency End/Knockdown”).

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

### 1.2.2.4 Radio Patch Control

MCC 7500 console users can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7500 supports a maximum of 16 active patch groups per dispatch position.

#### Setting up a Standard Patch

A dispatch operator can set up a standard patch between trunked resources and/or conventional resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

In a patch between trunked resources, patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500 user can concentrate on continuing operations.

#### Pre-Defined Patches

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted (“Patch Auto-Start”).

### 1.2.2.5 Call Management and Control

#### Automatic Prioritization of Calls

Calls on the MCC 7500 console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

With the Network Manager Client installed, console supervisors have the capability to disable and enable operator console functionality as necessary.

#### Manual Prioritization of Calls

“System Access Priority Select” allows a dispatch operator to prioritize trunked resources on the system as either “normal” or “tactical.” A dispatch operator can change the priority of a trunked resource to tactical in order to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical. When the System Access



Priority status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

### **Using the Multi-Select Feature**

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or while it is closed. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

### **Standard Call Indications**

The MCC 7500 console indicates the availability of any given resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

### **Resource Identification**

To identify a resource, the console reads its resource ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read resource IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the resource IDs of the following resources:

- Trunking Talkgroup Resource.
- Trunking Announcement Group Resource.
- Trunking Individual Call Resource.
- Conventional Channel Resource.
- Conventional Channel Frequency Selection Control.
- Conventional Channel PL Selection Control.
- Aux I/O Resource.

### **MKM 7000 Console Alias Manager**

The Motorola MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases that are displayed on MCC 7500 consoles. It enables agencies that are sharing a radio system to make changes to the aliases that are displayed on their dispatch positions and logging recorders, without affecting the aliases displayed on the dispatch positions and logging recorders of other agencies on the system.

A typical dispatch console uses many types of aliases to make it easier for dispatchers to do their jobs by providing meaningful, descriptive names instead of numeric ID numbers for different resources on the console. For example, aliases are used for:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Preconfigured pages
- Radio unit IDs (also called radio PTT IDs)

Most of these aliases are defined when the console is first installed and rarely or never change. But, radio unit IDs can change more often and thus need a way to easily make changes. The MKM 7000 Console Alias Manager satisfies this need.

The CAM supports aliases for radio unit IDs for ASTRO 25 trunking systems, ASTRO 25 conventional systems and MDC 1200 conventional systems. When SmartX site converters are used with SmartZone or SMARTNET systems, the CAM supports aliases for those types of radio unit IDs,

as well. The CAM does not support aliases for systems connected via an ISSI link, neither will it support non-Motorola consoles connected via a CSSI link.

### Call Alerting

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can “page” the unattended radio or console through a series of beeps and an indication of the sender’s ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator’s console or radio ID, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle’s horn to sound and its lights to flash.

The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

## 1.3 MCC 7500 DISPATCH CONSOLE COMPONENT DESCRIPTION

An MCC 7500 Dispatch IP Console consists of the following elements:

- Operator position computer
- Voice Processing Module (VPM)
- Auxiliary Input/Outputs
- Logging equipment
- Network equipment
- Conventional Channel Interface equipment

This section discusses the various components that make up the proposed MCC 7500 Dispatch Console system, Figure 1-3. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches. The MCC 7500 Dispatch Console functions as an integrated component of the total radio system.

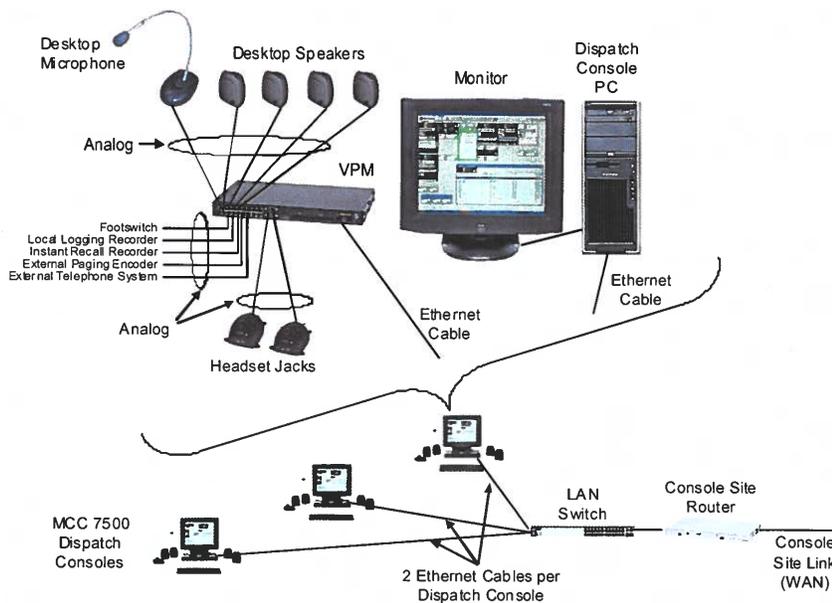


Figure 1-3: Motorola MCC 7500 Dispatch Console Hardware Architecture

## 1.3.1 Operator Position Components

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.



Figure 1-4: MCC 7500 Operator Position

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier and headset, and optional footswitch (Figure 1-4).

### Voice Processing Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPM. The VPM also provides connections for analog devices to be connected to the digital console.

The VPM has connectors for the following devices:

- One desktop microphone
- Two headset jacks
- Eight desktop speakers
- Logging recorder
- Radio instant recall recorder
- Telephone instant recall recorder
- External telephone set
- External paging encoder
- Footswitch
- Generic transmit audio input

### Desktop Speakers

Each dispatch console is capable of supporting up to eight audio speakers. In this design, three speakers are included per position. These speakers supply audio for select/unselect, as well as pre-determined audio sources to specific monitor speakers, each of which transmits unique audio—that is, an audio source cannot appear in multiple speakers at a single dispatch console. Monitor speakers can tie specific talkgroups to a certain speaker, such as all fire resources to speaker 3.

Each speaker has individual volume controls, and contains an amplifier that provides a maximum of 2 Watts of power output. Speakers are self-contained units, and can be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor.

### **Headset Jack**

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone. The equipment design proposed includes two headset jack(s) per operator.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

### **Headset Base**

The Headset Base consists of an audio amplifier, a push-to-talk switch and a long cord with a PJ7 long frame connector at the end.

### **Headset Top**

The Headset top consists of the earpiece(s), microphone and a short cable that connects to the Headset Base.

### **Gooseneck Microphone**

The dispatch console is capable of supporting a desktop microphone. The desktop microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature. The other button controls the Monitor feature.

The desk microphone is permanently fastened down, or it is left loose so the dispatch console user can pick it up while using it. The 18-inch long, flexible shaft allows the base to be placed behind a keyboard or writing area and still be able to position the microphone head within a few inches of the speaker's mouth.



**Gooseneck  
Microphone**

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function if its transmit button is pressed. This prevents the desk microphone from picking up unwanted background sound while the dispatch console user is using a headset to transmit.

### **Footswitch**

Each dispatch console is capable of supporting a dual pedal footswitch. The footswitch controls the general transmit and monitor functions.

### **Instant Recall Recorder Port (for Radio)**

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60

minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio that the user may have missed.

The instant recall recorder port (for radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

### **Long Term Logging Port**

Long term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch console. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The long term logging port allows an external logging recorder to be connected to a dispatch console. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. The long term logging port can be configured to log any combination of the audio sources listed below:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Note that this output may be used with an instant recall recorder as well as a long term logging recorder.

### **Telephone/Headset Port**

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and a telephone system (i.e. a 911 system).

When a telephone call occurs at a dispatch position, radio audio is directed from the headset to the appropriate console speaker. The headset microphone audio is routed to the telephone, allowing the dispatch console user to communicate hands-free on the telephone set. When the dispatch operator ends their call, the headset reverts back to full radio operation.

When the dispatch operator transmits on a radio resource during a telephone call, the headset microphone is re-routed to the radio system for the duration of the transmission. Once the transmission is completed, the headset microphone is routed back to the telephone. During the transmission, the dispatch operator continues to hear the telephone audio through the headset.

## Personal Computer (PC)

The dispatch console uses an off-the-shelf shelf personal computer, running the Microsoft Windows operating system. The PCs have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation. Motorola has included a 19 inch non-touch monitor.

### 1.3.2 Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the radio system and the logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls.

AIS is utilized on a commercially available personal computer, with Motorola provided hardware and software. The PCs used in ASTRO 25 systems have a minitower form factor. The VPM connects to the console site LAN switch and communicates with the AIS PC via Ethernet. There is no direct physical connection between the VPM and the PC. Multiple AIS/recorder pairs may be deployed in a radio system (refer to Figure 1-5).

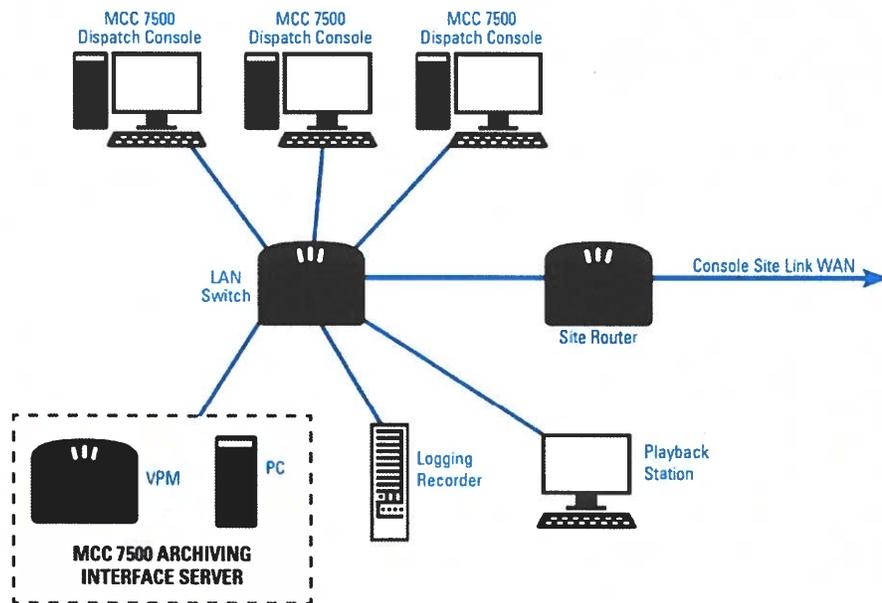


Figure 1-5: Motorola MCC 7500 VPM-Based AIS Hardware Architecture with Logging Recorder

The logging subsystem provides a user interface capable of allowing a user to identify actions/calls that occurred on the radio system, choose the desired call they wish to review, and play back the audio for that call through a logging playback station. The logging subsystem reconstructs the playback audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

### 1.3.3 Auxiliary Inputs and Outputs

An Auxiliary Input/Output enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs and relay outputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user. The SDM 3000 is a form A. If a form C relay is required, additional equipment is needed.

#### Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

### 1.3.4 Conventional Channel Gateway Equipment

Enhanced Conventional Channel Gateways (Enhanced CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. Enhanced CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels. The platform that is hosting an enhanced CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router, provided the WAN link is not redundant.

The enhanced CCGW is available for interfacing to conventional channels. The enhanced CCGW can support combinations of analog, MDC 1200, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available. Motorola included two high density enhanced CCGWs for this project.

- The low density version contains four analog ports and four V.24 ports plus an Ethernet port. Up to eight conventional channels can be connected to the analog and V.24 ports. The eight channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the eight channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the low density version to 24.
- The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 16 conventional channels can be connected to the analog and V.24 ports. The 16 channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the high density version to 32.

## Analog Configuration

The enhanced CCGW provides two sets of ports that are used with analog channels. One set (called the Analog Ports) contains the analog inputs and outputs for the channels along with a COR/Coded/Clear input and a PTT Relay output. The other set (called the Supplemental I/O Ports) contain analog logging recorder outputs and various inputs that can be used with the analog channel.

Each analog port contains the following inputs and outputs:

- **2-Wire Input/Output** – When the channel is configured for 2-wire operation, this input/output is used to send console transmit audio to the channel and to accept radio audio from the channel
- **4-Wire Input** – When the channel is configured for 4-wire operation, this input is used to accept radio audio from the channel.
- **COR or CIU Coded/Clear Input** – If the channel is configured for clear (non-secure) operation with COR (Carrier Operated Relay), then this input is used to accept the COR output from the channel. When used as a COR input, the input uses contact closure detection.
- **PTT Relay Output** – The PTT relay output provides a relay contact closure capable of supporting up to 1 Amp at 24 volts DC.
- **VOX and COR Operation** – A clear (non-secure) analog port must be configured to support either VOX or COR operation. The CCGW will not pass audio to the dispatch consoles or logging recorders unless there is an active VOX or COR condition.
- **LOBL (Line Operated Busy Light) Detectors** – The LOBL detector on the 2 or 4 wire inputs can be used to detect when a parallel non-MCC 7500 dispatch console is transmitting on the channel via tone remote control.
- **AGC, DLM and Fixed Gain Operation** – When configured for AGC operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for DLM operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for fixed gain operation, the gain of the audio input is fixed and does not change.

The enhanced CCGW provides four (low density version CCGW) or eight (high density version CCGW) ports containing supplemental I/Os which can be used to provide additional functionality on analog channels:

- **LOBL (Line Operated Busy Light) Input** – The LOBL input provides an alternative method to the software LOBL detector for detecting when a parallel non-MCC 7500 dispatch console is transmitting on an analog channel. This input can be configured for either voltage operation or contact closure operation.
- **High Speed Mute Input** – When the mute input is active, all audio at the configured audio input(s) will be muted.
- **Analog Logging Output** – The analog logging output provides 600 Ohm balanced analog audio consisting of the summed transmit and received audio from the channel connected to the paired analog port.



- **Coded/Clear Call Input** – The coded/clear call input provides certain legacy analog secure conventional channels a means of informing the MCC 7500 dispatch consoles about the mode (coded or clear) of a call.

### **V.24 Configuration**

The enhanced CCGW provides four (low density version) or eight (high density version) V.24 ports to which ASTRO 25 conventional channels may be connected. The V.24 ports on the CCGW are connected to the V.24 ports on the base station or comparator. The V.24 ports are also used for the ACIM link connections to consolettes.

### **Mixed Mode Configuration**

Both the low density and high density versions of the enhanced CCGW support mixed mode channels. These channels are shared between digital radio users and analog radio users. When a digital call is generated either by the MCC 7500 console or a radio user, the V.24 port provides the digital voice path to and from the radio system. Mixed mode operation does not use an IP link for digital audio routing. For analog radio calls, the 2 or 4 wire ports provide the analog voice path, while the V.24 ports will provide control and signaling information for the channel.

### **IP Conventional Gateway**

Both the low density and high density enhanced CCGWs can support up to 16 G-Series-based ASTRO 25 conventional channels via the radio system’s IP network. The IP interface uses the same Ethernet cable that the enhanced CCGW uses for everything else. The 16 IP-connected channels are in addition to any analog or V.24 channels that may also be connected to the enhanced CCGW.

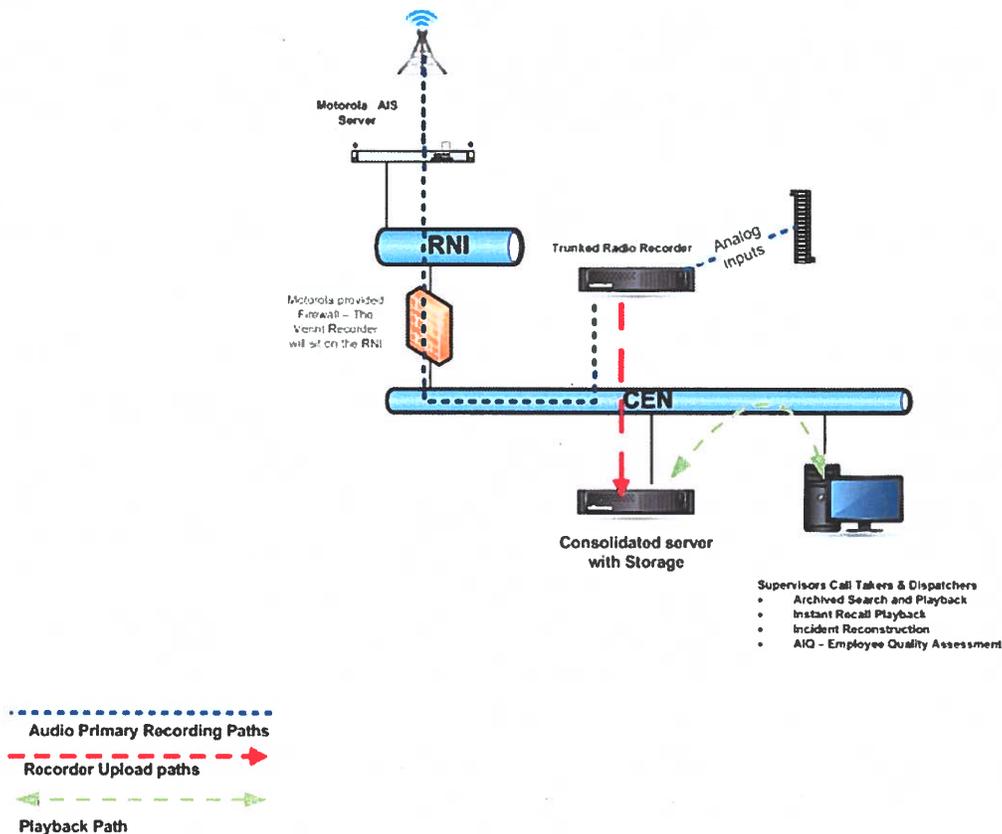
### **Conventional Site Controllers**

The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system’s controller is lost. This mode of operation is often called “fallback operation” or “site conventional operation”.

Only one conventional site controller is required per console site or conventional subsystem. This single conventional site controller is capable of supporting the full set of dispatch consoles, archiving interface servers and CCGWs that can be placed in a console site or conventional subsystem.

## **1.4 LOGGING RECORDER**

The MCC7500 dispatch console system proposed to Brawley PD includes a logging recorder subsystem for telephony and radio that enables the recording and replay of audio and other information associated with real-time conversations over the network. Motorola has partnered with Verint to provide a highly-reliable, robust logging solution that is tailored to meet the demanding needs of Brawley PD. A high level block diagram of the logging recorder solution is shown below.



The Verint Media Recorder developed by Verint is fully integrated and a certified IP radio recording and replay solution for Motorola ASTRO 25 systems. The trunked logging recorder works in conjunction with the AIS to provide a mission critical IP-based digital logging solution for ASTRO 25 systems. It provides a reliable and robust solution for customer audio recording requirements.

The Verint Media Recorder is a consolidated recording server that will record trunk radio and analog inputs. The Verint Media Recorder is designed to record sixteen talkgroups from the P25 radio system, forty-five simultaneous audio sources in analog and provide an online archival storage. In addition to recording the audio from the P25 radio system, the Verint Recorder captures radio metadata with each recorded transmission. This metadata is provided by the Motorola AIS and includes information such as radio ID, radio alias, talk group ID and talk group alias. This will enable users to search and retrieve recorded radio communications based upon talk group and/or radio information.

The logging solution also includes a consolidated data center server which provides 2.4 TB archive storage. The consolidated data center server is used to store configuration and call record information.

### Search and Playback

The search and retrieval of recorded communications can be done via Verint's Web Based Application, Insight Center. Verint's Insight Center application provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Verint Media Recorder servers from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by

recorded channel, date, time, duration, user reference tags, and other captured metadata from the ASTRO Radio system and the E-911 switch. Playback audio is delivered via the local area network to the speakers of the client PC.

## Call Storage

Verint's Recording Solutions are designed to fulfill the widest range of recording requirements while being one of the most efficient, easy-to-use and reliable solutions available. Verint's Media Recorder open architecture provides maximum storage flexibility, with an internal RAID 5 Storage, automatic call archiving to customer designed archive locations such as Network-Attached Storage (NAS), or SAN storage. The logging solution is designed to include a redundant storage solution for Brawley PD. There is 2.4 TB of archive storage available within the Verint Data Center. The recording server is equipped with multiple hard drive arrays, one of which is specifically designed for storage, providing 1.8TB of local storage. In addition to the local storage, the Data Center is equipped with an additional 2.4 TB of storage which is redundant to the local recorders.

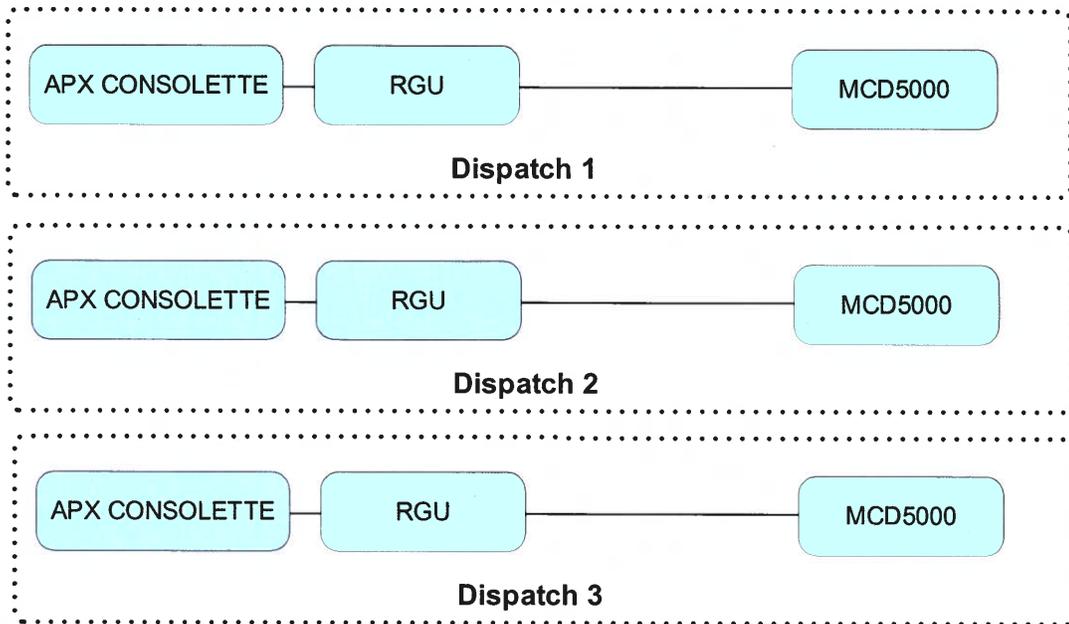
The heart of the integrated radio logging solution begins with the AIS. The AIS performs many of the same operations as the MCC7500 console—and in the case of logging—the AIS is where the audio from the radio system is decrypted (if necessary) and sent out of the traditional “radio” realm to the logging recorder. The logging recorder is sized based upon the number of talkgroups, which are required to be recorded simultaneously. The proposed logging solution is sized for 16 simultaneous conversations and 45 analog channels. Please note that encrypted talkgroups may consume more logging recorder resources than clear (or unencrypted) calls.

In order to accomplish this connection between the logging system and the playback stations, Motorola has included its secure Customer Network Interface (CNI). The CNI is a perimeter-based security methodology that provides IP address translation and firewall services to protect the ASTRO radio network from malicious traffic from outside networks.

## 1.5 MCD 5000 DESKSET

The MCD 5000 desk set allows remote control and connectivity, the MCD 5000 deskset connects to the Trunking Land Mobile Radio (LMR) system through a consolette. The MCD 5000 Deskset is Motorola's next generation radio dispatch Deskset platform that interface and function with Motorola radios such as the APX 7500 consolette. The MCD 5000 Deskset brings you VoIP technology for your trunked communications. Whether used in dispatch environments, back up sites, alternate locations, communications can be expanded throughout the Brawley PD's organization using Brawley PD's existing IP network.

Motorola's proposed MCD 5000 Deskset solution uses an existing customer IP network separate from the radio system allowing remote control of a 2-way radio located elsewhere on the network. Each MCD 5000 Deskset user can dynamically select a radio to control and have a range of capability from a simple talk/listen thru complete radio feature access. The 2-way radio connects to the IP network thru a MCD 5000 Radio Gateway Unit (RGU). Motorola has included three MCD 5000 deskset and three APX consolettes for each of the three dispatch positions. A high level block diagram of the system is shown below.



## 1.6 P25 RADIOS

With a rugged, easy-to-operate form factor and advanced voice and data features, Motorola’s IP-enabled APX radios offer reliable, two-way communications for Brawley PD’s users in any type of environment. Every APX radio includes the following advanced software, hardware, and future-ready technology capabilities:

- Support for Project 25 (P25) and legacy infrastructures.
- Extreme audio profiles for chaotic, high-noise environments.
- Intuitive audio-visual signaling to increase personnel safety.
- Functions to enable easy operation.
- Easy radio programming.
- Rugged and robust testing standards.

The proposed solution includes sixteen APX 7500 Consolettes.

## 1.6.1 APX 7500 Consolette

Motorola is offering the APX 7500 Consolette. The APX 7500 has been proposed in a contained unit, consolette, configuration with a full featured front panel. The APX 7500 consolette can be rack mounted or operated from a desk. For this project, the consolettes included are all rack mounted.

The APX 7500 Consolette is a mid-powered RF control station that can also act as a wireless dispatch solution. The Consolette can be used as an emergency backup station for times when standard infrastructure is off-line, or to enable wireless access to different system types for increased interoperability between agencies.

The APX 7500 Consolette is backwards and forwards compatible, developed to meet current P25 standards and future-ready to support new technology and data applications. Its innovative design and skillful engineering make this Consolette a tireless performer. It can readily be serviced or programmed without removing its lid and its robust metal housing ensures durability. The integrated front panel numeric keypad on the APX 7500 Consolette gives fast access to the radio controls. The unit also meets stringent FCC and UL certifications for exceptional safety.

When a power loss occurs, users can count on the Consolette unit's automatic battery revert feature to stay connected. All that is needed is a DC source such as a marine battery, and the Consolette will switch over automatically and keep communications going. Rich in features, the APX 7500 Consolette gives access to contact information with one unified call list and the largest number of interface connections to a wide variety of consoles and desk sets. The ACIM wireless interface can also provide back-up dispatch in the event that consoles lose their link to the master site.



APX 7500 Consolette

## 1.7 DESIGN ASSUMPTIONS

The proposed solution is contingent upon the following assumptions:

- Sites to be provided by the City of Brawley PD meet Motorola's R56 Readiness conditions
- Grounding meets Motorola's R56 installation standards
- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City of Brawley PD.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of City of Brawley PD.
- The system requires Ethernet site links to connect to the primary master at PSC and backup master site at Bunker. All Ethernet site connectivity will be provided by City of Brawley PD.
- The City of Brawley PD Ethernet site links must meet the bandwidth, latency, jitter, packet loss, and tolerance to backhaul congestion Motorola specifications in order to provide optimal performance of the system.

- No AC or DC system is included in this proposal. The City of Brawley PD is responsible for providing AC and/or DC power to all equipment.
- Any required system interconnections not specifically outlined here will be provided by the City of Brawley PD, including but not limited to dedicated phone circuits or microwave links.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the City of Brawley PD's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- All work will be performed during standing working hours.
- No customer programming software (CPS), flash upgrades, and services to re-program subscribers have been included.
- No civil or site upgrades are included in Motorola's quotation.



## SECTION 2

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

## 2.1 PHASE 1 EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
2	F2380	MCD 5000 DESKSET
2	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
2	RMN5068A	DESKTOP MIC
2	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
13	L30URS9PW1 N	APX CONSOLETTTE 7/800
13	G806	ADD: ASTRO DIGITAL CAI OPERATION
13	G51	ENH: SMARTZONE OPERATION APX
13	G361	ENH: P25 TRUNKING SOFTWARE APX
13	W382	ADD: CONTROL STATION DESK GCAI MIC
13	G996	ENH: OVER THE AIR PROVISIONING
13	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
13	CA01598	ADD: AC LINE CORD US
13	GA00580	ADD: TDMA OPERATION APX
13	G78	ADD: 3Y ESSENTIAL SERVICE
13	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
13	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
13	HKN6184C	CABLE CH, PROGRAMMING,USB
3	L30KSS9PW1 N	APX CONSOLETTTE VHF
3	G806	ADD: ASTRO DIGITAL CAI OPERATION
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ENH: P25 TRUNKING SOFTWARE APX
3	W382	ADD: CONTROL STATION DESK GCAI MIC
3	G996	ENH: OVER THE AIR PROVISIONING
3	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
3	CA01598	ADD: AC LINE CORD US
3	GA00580	ADD: TDMA OPERATION APX
3	G78	ADD: 3Y ESSENTIAL SERVICE
3	W12	ADD: RF PREAMP
3	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
3	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
3	HKN6184C	CABLE CH, PROGRAMMING,USB
1	TRN7343	SEVEN AND A HALF FOOT RACK



## 2.2 PHASE 2 EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AB	ADD: EXPAND 7.16 M CORE
2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
3	B1905	MCC 7500 ASTRO 25 SOFTWARE
3	B1933	MOTOROLA VOICE PROCESSOR MODULE
3	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
3	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
3	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
3	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
3	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
3	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
3	T7885	MCAFEЕ WINDOWS AV CLIENT
3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
9	B1912	MCC SERIES DESKTOP SPEAKER
6	B1913	MCC SERIES HEADSET JACK
3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
3	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL
3	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
3	DSACM3151	TRANSMIT FOOT SWITCH 24 IN
3	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)
3	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND CARD-NOT COMPAT WITH Z2 MINI
3	CDN6673	PC DESKTOP SPEAKERS
1	BVN1013	MKM 7000 Console Alias Manager Software
1	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
1	T7885	MCAFEЕ WINDOWS AV CLIENT
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T8343	GSERIES SOFTWARE LICENSING
1	UA00415AA	ADD: GSERIES SC-CONV
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16
1	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	T8126	FORTINET FIREWALL APPLIANCE
1	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	cdn6673	PC DESKTOP SPEAKERS
1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES
1	BLN1297	VPM POWER SUPPLY MOUNTING KIT
2	DDN9748	19 INCH BLACK SHELF
1	DQLOGGINGREC	VERINT LOGGING RECORDER
1	F2380	MCD 5000 DESKSET
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	RMN5068A	DESKTOP MIC
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
2	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDs
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
6	DSRMP420B	SPD, TYPE 3, 120V RACK MOUNT, 20A STD PLUG-IN INPUT W/ 4 OUTLETS PER
1	DSWSC365024TSS	CATALYST 3650 24PORT DATA 4X1G UPLINK IP BASE
1	DSPWRC2640WAC2	640W AC CONFIG 2 SECONDARY PWR SUPPLY
1	DSPWRC2640WAC	640W AC CONFIG PRIMARY PWR SUPPLY
1	DSCONSNTWS6524SS	CCW US ONLY SMARTNET NBD 8X5 SVCS CATALYST 3650 24PORT DATA 4X1G
1	DSC3650DNAA243Y	3YR LICS 24PORT C3650 DNA LICS ADVANTAGE
2	DSGLCLHSMD	TRANSCEIVER MODULE SFP 1000BLX/LH MMF/SMF 1310NM DOM
2	DSGLCSXMMD	1000BSX SFP TRANSCEIVER MODULE MMF 850NM DOM
1	DQTT2833ALTB	Z440 WS WITH WIN 7 (NON RETURNABLE) FOR LTB
1	SQM01SUM0205	GGM 8000 GATEWAY

QTY	NOMENCLATURE	DESCRIPTION
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1913	MCC SERIES HEADSET JACK
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU

# STATEMENT OF WORK

## 3.1 OVERVIEW

The implementation of the proposed equipment is split into Phase 1 and Phase 2. Phase 1 includes the installation of eleven (11) new consolettes to replace existing control stations. Phase 2 includes the implementation of the new consoles and logging recorder. The outline below details the work to be performed in each phase:

### Phase 1:

The City will continue to use their existing CENTRACOM Gold Elite consoles in Phase 1. New consolettes will be installed to allow communication with the County's upgraded P25 system. Existing antenna systems will be reused. The following work will be completed in Phase 1:

- Install six (6) new 800 MHz APX 7500 Consolettes in existing City racks and interface them to the City's existing Gold Elite BIMs.
- Install five (5) new 800 MHz APX 7500 Consolettes in existing City racks. These will be interfaced to CCGWs in Phase 2.
- Install two (2) new 800 MHz APX 7500 Consolettes in existing City racks and interface them to new MCD 5000 Desksets (reuse existing CAT 5 cables).
- Install two (2) new MCD 5000 Remote Desksets in the dispatch room.
- Install three (3) new VHF APX 7500 Consolettes in existing City racks and interface them to the City's existing Gold Elite BIMs.
- Install one (1) new VHF SLR 7500 base radio in an existing City rack in the dispatch equipment room.
- Install three (3) ACIM cable.

### Phase 2:

In Phase 2, the new MCC 7500, the new Verint logging recorder and the remainder of the consolettes will be implemented. The implementation details are below.

- Implement the following:
  - Site Networking Equipment
  - Three (3) new MCC 7500 IP Dispatch Consoles.
  - One (1) Conventional Channel Gateway (CCGW)
  - One Conventional Site Controller (CSC)
  - One (1) Console Alias Manager (CAM).

- One (1) Aux I/O Server.
- One (1) Archiving Interface Server (AIS) and firewall.
- One (1) Verint Logging Recorder.
- Disconnect the nine (9) APX 7500 Consolettes from the Gold Elite BIMS (connected in Phase 1) and interface them to Conventional Channel Gateways (CCGWs) for access from the new consoles.
- Interface the remaining five (5) 800 MHz APX 7500 Consolettes to CCGWs.
- Disconnect the one (1) VHF SLR 7500 base radio from the Gold Elite BIMS (connected in Phase 1) and interface them to a Conventional Channel Gateway (CCGW) for access from the new consoles.

Motorola has not provided fleetmapping services, upgrades, template development or programming for subscriber radios. The City will be responsible to work with the County to

## 3.2 CITY OF BRAWLEY RESPONSIBILITIES

The City's responsibilities include the following:

- Verify that all buildings/equipment shelters where work will be performed meet R56 standards.
- Insure that sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Verify that the main electrical service, wire sizing, main panel, subpanel and breaker panels are of proper size to support the addition of the new equipment.
- Complete all required electrical work required to provide circuits for new equipment to the equipment rack.
- Provide space in existing racks for installation of new equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Any site/location upgrades or modifications to the existing sites or towers are the responsibility of the City. All civil site work at the proposed sites is the responsibility of the City.
- The City will be responsible for any necessary frequency coordination and FCC licensing.
- The City will be responsible to provide Ethernet site links between the dispatch center and the two County core locations that meet Motorola's minimum performance specifications.
- The City will obtain any local, state, or federal permits required for the installation and operation of the proposed equipment.
- The City is responsible for resolving any interference issues. Motorola is not responsible for interference. Should the City system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The City is responsible for the upgrade and programming of subscriber radios. The City will work with the County to develop subscriber templates based on an agreed upon fleetmap.

### 3.3 PROJECT TASKS

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X

Tasks	Motorola Solutions	Customer
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		

Tasks	Motorola Solutions	Customer
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	

Tasks	Motorola Solutions	Customer
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Deliverable: System staged and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
<b>Antenna and Transmission Line Installation</b>		
Install antennas, including supplying and installing new side arm mounts	X	
Install transmission lines required for system.	X	

Tasks	Motorola Solutions	Customer
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.		X
Deliverable: Antenna and Transmission Line installed.		
<b>ASTRO 25 Core Configuration</b>		
Install fixed equipment contained in the equipment list and system description.	X	
Configure ASTRO 25 system to support the new dispatch site.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Integrate the dispatch sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
<b>Console Installation and Configuration</b>		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
<b>Control Station Installation and Configuration</b>		
Provide the locations of control stations and desk sets at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	

Tasks	Motorola Solutions	Customer
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
<b>Logging Equipment Installation and Configuration</b>		
Supply logging equipment.	X	
Provide interface to logging equipment.	X	
Deliverable: Logging equipment installation completed.		
<b>Console Fleetmap and Programming</b>		
Review console fleetmapping requirements with the County, including user ID and talkgroup structures.	X	
Develop console templates.	X	
Program templates into console.	X	
Approve templates.		X
Deliverable: Fleetmap plan completed and approved by Customer.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Site Audit completed successfully.		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		

Tasks	Motorola Solutions	Customer
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present the Customer for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty	X	

Tasks	Motorola Solutions	Customer
which align with the proposed services.		
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations.</li> <li>- Antenna Network Drawings for RF Sites (where applicable).</li> <li>- ATP Test Checklists.</li> <li>- Functional Acceptance Test Plan Test Sheets and Results.</li> <li>- Equipment Inventory List.</li> <li>- Console Programming Template (where applicable).</li> <li>- Maintenance Manuals (where applicable).</li> <li>- Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

# ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Brawley PD's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during the Design Review.

SECTION 5

# PROJECT SCHEDULE

A mutually agreeable project schedule will be created during the design review.

# SERVICE/WARRANTY

Motorola will warrant and provide additional above-warranty services for the proposed equipment in accordance with the warranty and service provisions of the existing contract #553982 between the County of San Diego and Motorola as stated below:

15.2.3.(iii) The Warranty Period for consoles purchased under this Agreement shall commence upon Acceptance of the console and shall continue for a period of three (3) years or until the expiration of the Warranty Period for Phases 1 and 2, as specified in Section 15.2.3(a)(i) above, whichever is later.

Note: Phases 1 and 2 described above refer to Phases 1 and 2 of the County's P25 Project, not of the console proposed to the City of Brawley.



# PRICING

Motorola is pleased to provide the following equipment and services to the City of Brawley:

Equipment & Services	Price
Console & AIS Equipment at List Price	\$ 289,695.00
19% Contract Discount	\$ (55,042.05)
20% Incentive Discount	\$ (46,930.59)
<b>Total Console &amp; AIS Equipment (pre-tax)</b>	<b>\$ 187,722.36</b>
Logging Recorder Equipment at List Price	\$ 113,166.00
10% Contract Discount	\$ (11,316.60)
<b>Total Logging Recorder Equipment (pre-tax)</b>	<b>\$ 101,849.40</b>
Subscriber Equipment at List Price	\$ 154,251.00
37.5% Contract Discount	\$ (57,844.13)
<b>Total Subscriber Equipment (pre-tax)</b>	<b>\$ 96,406.87</b>
<b>Total Discounted Equipment (pre-tax)</b>	<b>\$ 385,978.63</b>
Implementation Services	\$ 346,409.49
<b>Equipment and Services Subtotal (pre-tax)</b>	<b>\$ 732,388.12</b>
System Discount	\$ (93,388.12)
<b>Discounted Equipment and Services (pre-tax)</b>	<b>\$ 639,000.00</b>
Sales Tax on Equipment 7.75%	\$ 26,099.04
<b>Grand Total</b>	<b>\$ 665,099.04</b>

### Payment Terms:

The Contract Price will be paid through the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If an Equipment Lease-Purchase Agreement is not executed between the parties, payment terms will be negotiated.



SECTION 8

# CONTRACTUAL DOCUMENTATION

Motorola proposes to include the equipment and services in the proposed solution per the terms and conditions of the existing contract #553982 between the County of San Diego and Motorola, dated June 27, 2016.

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA IDENTIFYING MOTOROLA SOLUTIONS AS THE SOLE  
SOURCE PROVIDER AND AUTHORIZING THE PURCHASE OF NEXGEN  
RADIO EQUIPMENT AT THE BRAWLEY POLICE DEPARTMENT IN  
THE AMOUNT OF \$665,099.04.**

**WHEREAS**, the Brawley Police Department operates a Public Safety Access Point (PSAP) emergency communications center; and

**WHEREAS**, the current analog radio system utilized by the Brawley Police Department has reached its end of life; and

**WHEREAS**, replacement of the radio infrastructure is mandatory in order to meet the federal requirements of Interoperability Project 25 set out by the U.S. Department of Homeland Security Science and Technology Directorate, in collaboration with the Department of Commerce Public Safety Communications Research Program; and

**WHEREAS**, the current radio and telephone logging equipment is not compatible with associated digital upgrades; and

**WHEREAS**, Motorola Solutions has been identified by the San Diego - Imperial County Regional Communication System (RCS) as the sole source provider for radio equipment; and

**WHEREAS**, Airwave Communications is the only local authorized Motorola distributor and service center; and

**WHEREAS**, Motorola Solutions offers a 5-year financing option to accomplish the total project at a reasonably competitive rate with the first payment due one year after contract execution; and

**WHEREAS**, should the City of Brawley secure more favorable financing terms, no pre-payment penalty shall apply; and

**WHEREAS**, upgrade project will ultimately be paid for with a combination of sources, including the Federal Asset Forfeiture Fund, cost sharing with the contract cities of Calipatria and Westmorland, and the City of Brawley General Fund Fire Department Budget; and

**WHEREAS**, due to the anticipated use, in part, of Federal Asset Forfeiture Funds (FAFF), portions of the radio upgrade project which will be utilized by the Brawley Fire Department and the contracted cities of Westmorland and Calipatria are excluded; and

**WHEREAS**, the following costs are to be assigned to the Brawley Fire Department, Calipatria Contract Services, and the Westmorland Contract Services, in addition to any interest associated with financing:

Name	% of Total Call Volume	Total Cost Share
Brawley Fire Department	3.49%	\$23,230.50
City of Calipatria	7.32%	\$48,683.23
City of Westmorland	6.41%	\$42,623.57
Total FAFF excluded portion	17.22%	\$114,540.30

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on June 4, 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 4<sup>th</sup> day of June 2019, and that it was so adopted by the following roll call vote:

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

**DATED:** June 4, 2019

\_\_\_\_\_  
**Alma Benavides, City Clerk**



## Fiscal Year 2018 - 19

Monthly Staffing Report for June 2019

Updated: 05/29/2019

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Develop.	5	5	0	
Finance	7	7	0	
Fire	17.5	17.5	0	.5 Fire Marshal retired
Personnel & Risk Management	1	1	0	
Information Technology	1	1	0	
Library	3	3	0	
Parks & Recreation	9	9	0	Interim Director
Planning	2	2	0	
Police	46	43	3	(2)Police Officers and Dispatcher. Both positions have candidates in backgrounds
Public Works	38	37	1	Asst Sts and Utilities Maintenance Supervisor recruitment in progress
Records Management/City Clerk	3	3	0	Clerk as 2 positions
Council Members	5	5	0	
Treasurer	1	1	0	
City Manager	1	1	0	
<b>Total</b>	<b>139.5</b>	<b>135.5</b>	<b>4</b>	

Groups	Limited Term Positions	Temp & Part time Positions	Temp Agency Positions	
Planning/CDS	0	1	0	P/T Temp Code Enforcement Officer
Fire - Reserve/Call Paid	0	8	0	
Finance		1		1 P/T temp assisting with the workload
Library	3	6	0	
Parks & Recreation	0	19	0	Two temps for parks maintenance; one admin sec and sr ctr coord. One person to turn on and off lights; field supervisor for rec leagues. 13 lifeguards for summer programs.
Police	0	2	0	P/T Maintenance worker, F/T Graffiti Abatement
Public Works	0	2	0	Temporary workers in pretreatment and wastewater
Records Management	0	1	0	Currently utilizing temp worker from PD 10 hours per week

Prepared by: Shirley Bonillas, Personnel & Risk Management Administrator



# RECORD OF BUILDING PERMITS

## April 2019

Prepared by: Oscar Escalante, Interim Building Official

4/21/2019

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
04/01/19	28109	Plumbing	049-102-023	967 "J" Street	Ruben and Mandi Garcia	Ecowater of Southern California	N/A
04/02/19	28110	Plumbing	049-102-041	995 "J" Street	Sylvia Lua	Accurate Plumbing, Inc.	N/A
04/02/19	28111	Electrical	048-034-004	426 West "G" Street	Michael Reeves	George-Mitchell Builders	N/A
04/03/19	28112	Solar & Elect. Panel	047-198-003	515 "A" Street	Rosa Sagastume	Sunpower	N/A
04/03/19	28113	Electrical	048-161-017	367 "J" Street	Thoma Charlton	Stills Electric	N/A
04/03/19	28114	Electrical	048-391-010	1361 La Valencia Drive	Phyllis Elijah	Owner	N/A
04/08/19	28115	Plumbing	048-051-009	104 West Main Street	Tesoro Sierra Properties LLC	J&A Plumbing	N/A
04/09/19	28116	House Reconstruction	048-052-012	183 "G" Street	Maria Sanchez	R. Garcia Construction, Inc.	\$146,850.00
04/09/19	28117	Right of Way	N/A	Trail/Eastern/Best/River Dr.	City of Brawley	AT&T	N/A
04/09/19	28118	House Demo	047-430-053-000	1543 "A" Street	Sierra Mare Enterprises	Owner	N/A
04/10/19	28119	Slab	048-275-031	139 MacKenzie Place	Steven Daniloff	Owner	\$5,460.00
04/11/19	28120	Right of Way	N/A	North 8th/Shank Road	City of Brawley	AT&T	N/A
04/11/19	28121	Right of Way	N/A	Cattle Call Dr./Rio Vista	City of Brawley	AT&T	N/A
04/11/19	28122	Patio	048-340-041	824 Evelyn Avenue	Laura Pfister	Bud Ming Construction	\$15,000.00
04/11/19	28123	Porch	047-430-005	644 North Eastern Avenue	Moses & Corina Navarro	Owner	\$8,000.00
04/11/19	28124	Electrical	048-222-002	622 Garrett Street	Salvador & Maria Lemus	All Premium Construction, Inc.	N/A
04/12/19	28125	Electrical	046-344-003	1015 Ash Street	Ernesto Barraza	Owner	\$1,560.00
04/12/19	28126	Asbestos Abatement	049-132-008	468 "J" Street	Vicente Sanchez	Alliance Environmental Group, Inc.	\$12,244.00
04/12/19	28127	Electrical	046-213-012	361 E Street, #1,#2,#3,#4	David Sim	Macias Electric	N/A
04/15/19	28128	Partial Demo/Reroof	047-342-025	124 North Plaza	Brawley Community Foundation	Green Construction	\$200,000.00
04/15/19	28129	Panel Antennas	046-211-023	215 "E" Street	KGI Wireless	Solex Contracting, Inc.	\$20,000.00
04/15/19	28130	Inspection Fee Only	046-371-031	704 West Eucalyptus Court	Satvinder Pummay	Owner	N/A
04/15/19	28131	Reroof	046-294-005	252 West Trail Street	George Wetchen	Barajas Roofing	\$10,500.00
04/15/19	28132	House Demo	046-181-011-000	433,429 North 3rd Street	Alicia Yescas	Owner	N/A
04/16/19	28133	Inspection Fee Only	046-302-011	201 West Jones Street	Brandon Sanders	Owner	N/A
04/17/19	28134	New Antennas	046-211-023	215 "E" Street	KGI Wireless	Solex Contracting, Inc.	\$50,000.00
04/17/19	28135	Pergola	048-124-011	455 West "K" Street	Robert Walk	Wasser Custom Builders, Inc.	\$35,000.00
04/17/19	28136	Mechanical	046-347-005	859 Sequoia Avenue	Eddie Gutierrez	Desert Air Conditioning	N/A
04/18/19	28137	Electrical	049-172-017	1475 "K" Street	Lupe Ortiz	Macias Electric	N/A
04/18/19	28138	Plumbing/ROW	047-261-001	480 North Imperial Avenue	Brawley Union High School	George-Mitchell Builders	N/A
04/19/19	28139	Right of Way	N/A	510 West Main Street	City of Brawley	So Cal Gas	N/A
04/19/19	28140	Right of Way	046-173-009	164 "B" Street	City of Brawley	So Cal Gas	N/A
04/19/19	28141	Right of Way	N/A	480 West Main Street	City of Brawley	So Cal Gas	N/A



# RECORD OF BUILDING PERMITS

## April 2019

Prepared by: Oscar Escalante, Interim Building Official

4/21/2019

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
04/19/19	28142	Solar Panel	048-162-010	376 "J" Street	John Reil	Red One Electric	N/A
04/19/19	28143	Building Remodel	046-122-015	694 North 3rd Street	Imperial VI, LP	White Cap Coastal, Inc.	\$625,000.00
04/19/19	28144	Building Remodel	046-122-016	672 North 3rd Street	Imperial VI, LP	White Cap Coastal, Inc.	\$500,000.00
04/19/19	28145	Electrical	047-291-016	1049 "C" Street	Victor Santos	Owner	N/A
04/19/19	28146	Mechanical	048-111-001	304 "G" Street	Alejandro Gill Jr.	Cool Breeze A/C	N/A
04/23/19	28147	Electrical	047-296-024	1143 "D" Street	Lorenzo Suarez	AJRA Construction	N/A
04/23/19	28148	Plumbing	047-343-007	613 "E" Street	J&M Custom Auto LLC	Owner	N/A
04/24/19	28149	Mechanical	048-042-008	297 West "G" Street	Sally Mohamed	Cool Breeze A/C	N/A
04/24/19	28150	Mechanical	046-233-003	270 West "B" Street	Marilyn Deforest	Cool Breeze A/C	N/A
04/24/19	28151	Mechanical	048-175-004	449 West Allen Street	Barbara Kinder	Cool Breeze A/C	N/A
04/24/19	28152	Slab	047-084-006	761 North Eastern Avenue	Norma A. Lizaola	Owner	\$9,000.00
04/24/19	28153	House Demo	047-083-035	1465 Trail Street	HIRJ Holdings LLC	Souther California Developers	N/A
04/24/19	28154	House Demo	047-083-036	1479 Trail Street	HIRJ Holdings LLC	Souther California Developers	N/A
04/25/19	28155	Tenant Improvements	046-212-015	229 Main Street	Elevate Brawley LLC	Souther California Developers	\$528,000.00
04/25/19	28156	Right of Way	047-240-068	1542 "A" Street	City of Brawley	So Cal Gas	N/A
04/25/19	28157	Right of Way	N/A	N Best Ave/Main Street	City of Brawley	So Cal Gas	N/A
04/25/19	28158	Patio	046-351-009	1146 Acorn Court	Mario Figueroa	Owner	\$5,000.00
04/25/19	28159	Right of Way	049-052-053	1075 "H" Street	City of Brawley	So Cal Gas	N/A
04/25/19	28160	Mechanical	047-154-013	626 North Adams Street	Carmen Lopez	Barcelo Air Conditioning	N/A
04/25/19	28161	Right of Way	047-240-068	184 West Main Street	City of Brawley	So Cal Gas	N/A
04/25/19	28162	Right of Way	047-240-022	1537 "C" Street	City of Brawley	So Cal Gas	N/A
04/25/19	28163	House Remodel	047-122-040	657 North 7th Street	Charles & Leticia Mendez	Owner	\$6,000.00
04/25/19	28164	Right of Way	046-202-015	105 West Main Street	City of Brawley	So Cal Gas	N/A
04/25/19	28165	Right of Way	047-122-360	670 North 5th Street	City of Brawley	So Cal Gas	N/A
04/25/19	28166	Asbestos Abatement	049-224-010	1290 "K" Street	Jose Jaime Verdugo	Alliance Environmental Group, Inc.	\$5,695.00
04/25/19	28167	Electrical	048-352-003	1024 Calle de Vida	Teresa Valenzuela	Owner	N/A
04/26/19	28168	Inspection Fee Only	047-430-035	1541 "A" Street	Rajwant Kalouria	Owner	N/A
04/29/19	28169	Electrical	048-374-013	936 David Street	Ruth Soto	Owner	N/A
04/29/19	28170	Tower	047-320-097	1562 Main Street	Depratti, Inc.	Tricom Networks, Inc.	\$75,000.00
04/30/19	28171	Electric	046-122-016	672 North 3rd Street, #38	AWI, Inc.	LW, Inc.	N/A