



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
Tuesday, July 16, 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 Ekkie Tepsupornchai, Western Baptist Church

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

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

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

- a. Approve Accounts Payable: July 5, 2019
- b. Approve City Council Minutes: May 21, 2019, June 4, 2019, June 18, 2019 and July 2, 2019.
- c. Approve Final Parcel Map (PM19-03) – 1525 & 1537 C Street
- d. Approve Amendment No. 2 to City of Brawley Professional Services Agreement with LC Engineering Consultants, Inc. in the Amount of \$2,500 for a Total Not to Exceed Sum of \$31,500 to Provide Expedited Plan Check Review Services for Victoria Park Subdivision, Unit No. 3A.
- e. Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing the Purchase and Installation of Five Vehicle Mounted 800 MHz Radios and Associated Equipment at a Total Cost of \$18,713 for the Brawley Police Department, 100% Reimbursed by Homeland Security Investigations (HSI).
- f. Authorize Contract Change Order No. 001 to Contract 2019-01a: Re- Advertisement of Rio Vista Avenue Asphalt Rehabilitation (Construction) in the Amount of \$0 for a Contract Time Extension of 7 Calendar Days.
- g. Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing Designated City Officials as Authorized Signers of City Monies Currently Held by Financial Institutions.
- h. Approve Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing the County of Imperial to Administer and Enforce Underground Storage Tank and Water Well Regulations Within Brawley City Limits.

- i. Authorize Agreement with WEX Bank for Fuel Cards and Related Vehicle Fuel Management Transaction and Payment Settlement/Processing Services, Utilizing a Piggyback Provision in Sourcewell Contract 042016-WEX.

4. REGULAR BUSINESS

- a. Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing the Purchase of Eight Flock Safety License Plate Recognition Cameras and 24 Months of Software Support at a Total Cost of \$32,000 for the Brawley Police Department, 100% Reimbursed by Homeland Security Investigations (HSI).
- b. Discussion and Potential Action to Approve Amendment No. 10 to Imperial County Humane Society Agreement for Animal Sheltering Services in the Amount \$72,000 per Year.
- c. Discussion and Potential Action to Approve Professional Engineering Services Agreement with The Holt Group, Inc. in the Amount of \$28,778 for a Design Upgrade to Integrate Plaza Circuitry for the Main Street Safety & Decorative Lighting Project.
- d. Discussion and Potential Action to Approve the Cattle Call Queen Royalty Association's Request to Sell and Consume Alcohol at the Brawley Municipal Airport on October 12, 2019 from 5:30PM to Midnight.
- e. Discussion and Potential Action to Approve Resolution No. 2019- : Resolution of the City Council for the City of Brawley, California Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solution.
- f. Discussion and Potential Action re: Public Meeting Schedule in August 2019.

5. INFORMATIONAL REPORTS

- a. Attendance Summary & Minutes for City of Brawley Boards/Commissions from April 1 thru June 30, 2019.
 - 1) Brawley Airport Advisory Commission
 - 2) Brawley Parks & Recreation Commission
 - 3) Brawley Planning Commission
 - 4) Brawley Library Board of Trustees*

*January 1 thru June 30, 2019

6. DEPARTMENTAL REPORTS

- a. Update on Emergency Construction at the Brawley Water Treatment Plant by Public Works Director Guillermo Sillas, PE

- b. Update on Fireworks Ordinance Enforcement Efforts by Police Chief Robert Sawyer and Interim Fire Chief Mike York
- c. Update on Cost Recovery Analysis for Brawley Fire Department False Alarm Calls and Emergency Medical Services

7. CITY COUNCIL MEMBER REPORTS

8. CITY MANAGER REPORT

9. CITY ATTORNEY REPORT

10. CITY CLERK REPORT

11. CLOSED SESSION

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

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

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

- a. Agency Designated Representative: Rosanna Bayon Moore, City Manager
Employee Organizations: Brawley Public Safety Employees Association and Teamsters.

PERSONNEL MATTERS (G.C. §54957)

- a. Public Employee Evaluation - City Manager

ADJOURNMENT Regular Meeting, **Tuesday, September 3, 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: 07/05/2019

Time: 7:48 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
55425	07/03/2019	Printed	A0711	AA ELECTRIC	Troubleshoot, Disconnect Power	190.00
55426	07/03/2019	Printed	A631	ACA	2019-20 Membership/Alan Chan	75.00
55427	07/03/2019	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Install Emergency Lights	8,040.51
55428	07/03/2019	Printed	A230	ALARM COMMUNICATION EXPERT	Alarm Monitoring/WWTP	375.00
55429	07/03/2019	Printed	A147	CARLOS D ALCANTAR	SB Umpire 6/24-6/27	240.00
55430	07/03/2019	Printed	A3163	ALL COUNTY FIRE	Fire Extinguisher Maintenance	50.00
55431	07/03/2019	Printed	A645	ALLIANT INSURANCE SERVICES	19/20 Crime Insurance Policy	1,565.00
55432	07/03/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	79.24
55433	07/03/2019	Printed	A317	ARCADIS U.S. INC.	Refund Deposit/Hydrant Meter	115.99
55434	07/03/2019	Printed	A785	AT&T	U-Verse Internet 7/1-7/16	84.25
55435	07/03/2019	Printed	A688	AT&T LONG DISTANCE	Telephone Services 5/14-6/14	97.24
55436	07/03/2019	Printed	A901	AT&T-CALNET 3	Telephone Services 5/20-6/19	3,623.16
55437	07/03/2019	Printed	A592	AUTO ZONE, INC. #2804	Degreaser, Antifreeze	30.79
55438	07/03/2019	Printed	B210	BRAWLEY CHAMBER OF COMMERCE	Business License Tax	55.00
55439	07/03/2019	Printed	C101	CALIFORNIA JPIA	Pollution Liability Insurance	2,120,555.00
55440	07/03/2019	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease/Finance	785.74
55441	07/03/2019	Printed	C093	CIT	City Hall Phone System	150.54
55442	07/03/2019	Printed	C310	STEPHANIE CORONA	SB Scorekeeper 6/24-6/27	76.00
55443	07/03/2019	Printed	C006	COSTCO MEMBERSHIP	Membership #000111891541406	300.00
55444	07/03/2019	Printed	C347	MARIA ESTHER CRISTOBAL	SB Scorekeeper 6/24-6/27	152.00
55445	07/03/2019	Printed	C2325	CRS GENERAL CONTRACTORS	Refund Ovrpmt 757 Cameron Ct	118.55
55446	07/03/2019	Printed	D701	DAVID & SONS TRUCK REPAIR, INC	Air Drain Valve	11.84
55447	07/03/2019	Printed	D385	DC FROST ASSOCIATES, INC.	Double Wheel Segment	14,052.76
55448	07/03/2019	Printed	D103	DELTA DENTAL	Dental Insurance - July 2019	9,217.03
55449	07/03/2019	Printed	D178	DIRECTV, LLC	Acct# 007659085 7/1-7/14	194.87
55450	07/03/2019	Printed	D925	DOWNTOWN FORD SALES	2019 Ford F250 Crewcab Pickup	42,021.62
55451	07/03/2019	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/Ana Gutierrez	117.89
55452	07/03/2019	Printed	E345	EL VAQUERO WESTERN WEAR LLC	Safety Boots/Cesar Duarte	200.00
55453	07/03/2019	Printed	E499	EVERBRIDGE, INC.	Nixle Engage 6/29/19-6/28/20	4,000.00
55454	07/03/2019	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	37.79
55455	07/03/2019	Printed	F4600	FOUNTAIN PEOPLE, INC	Valve, Stem Repair Kit	976.35
55456	07/03/2019	Printed	F409	FULLCOURT PRESS	Airport Facilities Bills PO	290.14
55457	07/03/2019	Printed	G515	ABRAHAM GARCIA	SB Umpire 6/24-6/26	90.00
55458	07/03/2019	Printed	G741	GARIBALDO FENCE	Install Fence/Gonzales Park	2,308.92
55459	07/03/2019	Printed	G265	ADAM B GREEN	Travel Adv./Digital Imaging &	327.27
55460	07/03/2019	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	67.00
55461	07/03/2019	Printed	I301	IMPERIAL HARDWARE CO., INC.	Paint, Batteries	281.88
55462	07/03/2019	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 5/23/19-6/25/19	34,329.98
55463	07/03/2019	Printed	I176	IWORQ SYSTEMS	Internet Prev. Maint/WWTP	799.98
55464	07/03/2019	Printed	J168	JESSE JACKSON	SB Umpire 6/24-6/27	240.00
55465	07/03/2019	Printed	J371	JOHNSON CONTROLS SECURITY	Alarm Monitoring 7/1-7/31/19	218.91
55466	07/03/2019	Printed	J319	JUPITER VENTURES III, LP	Refund Deposit/Hydrant Meter	200.00
55467	07/03/2019	Printed	K596	KAZ-BROS DESIGN SHOP	Plaques	165.86
55468	07/03/2019	Printed	K543	KNORR SYSTEMS, INC.	Lamp, Sleeve, Gasket	1,018.39
55469	07/03/2019	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Sandcloth	9.85
55470	07/03/2019	Printed	L599	LEE & RO. INC.	WTP Sedimentation Basins	11,655.95
55471	07/03/2019	Printed	L603	LIEBERT CASSIDY WHITMORE	ERC Membership 7/1/19-6/30/20	5,800.00
55472	07/03/2019	Printed	L009	LORI LYONS	SB Scorekeeper 6/24-6/27	152.00
55473	07/03/2019	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Coolers	245.79
55474	07/03/2019	Printed	M328	FERNANDO Z. MATA	Refund Deposit/Hinojosa Park	60.00
55475	07/03/2019	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Fire Dept.	2,265.31
55476	07/03/2019	Printed	M765	GEOR MITCHELL BUILDERS, INC.	Install Roofing & A/C	34,014.10
55477	07/03/2019	Printed	M881	MOTOROLA SOLUTIONS, INC	Emergency Radio Equipment	4,581.46
55478	07/03/2019	Printed	M936	MUNICIPAL CODE CORPORATION	Administrative Support Fee	450.00

Check Register Report

Date: 07/05/2019

Time: 7:48 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
55479	07/03/2019	Printed	M762	MUNISERVICES, LLC	Utility User Tax - Fixed Fee	3,750.00
55480	07/03/2019	Printed	N943	SALVADOR NORIEGA	Refund Deposit/Lions Pool	100.00
55481	07/03/2019	Printed	N045	NORTHEND AUTOPARTS, INC.	Filter	12.08
55482	07/03/2019	Printed	N417	NUCO2	Detector, Sensor	406.73
55483	07/03/2019	Printed	P604	PADRE USA	Wipes	103.44
55484	07/03/2019	Printed	P254	PITNEY BOWES INC.	Ink Cartridges	384.64
55485	07/03/2019	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance - July 2019	3,054.15
55486	07/03/2019	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 6/1-6/30/19	250.85
55487	07/03/2019	Printed	P0141	PROFESSIONAL GLASS INSTALLERS	Repair Windshield/IT	65.00
55488	07/03/2019	Printed	P300	PROFORCE MARKETING, INC.	Batteries	124.16
55489	07/03/2019	Printed	P839	PYRAMID CONSTRUCTION	Refund Deposit/Hydrant Meter	200.00
55490	07/03/2019	Printed	R370	RADCO, INC.	Striping/Transit Station	1,996.00
55491	07/03/2019	Printed	R462	REDDY ICE, CORPORATION	Ice	50.51
55492	07/03/2019	Printed	R1052	RN ENTERPRISES	UPS Control Wiring/WWTP	1,569.19
55493	07/03/2019	Printed	R517	ROCKWOOD CHEMICAL	Pool Sentry	349.11
55494	07/03/2019	Printed	R0330	ALFREDO MORENO ROSAS	Refund Deposit 330 G Street	25.72
55495	07/03/2019	Printed	S438	S&W HEALTHCARE CORPORATION	Gloves	360.16
55496	07/03/2019	Printed	P932	EVELYN PEREZ SANDOVAL	Mileage 7/1/18-6/30/19	23.88
55497	07/03/2019	Printed	S380	SIERRA MATERIAL TESTING	Street Rehab Testing Phase II	6,710.00
55498	07/03/2019	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 5/9-6/10/19	18.77
55499	07/03/2019	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin. Bldg	90.00
55500	07/03/2019	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 6/18/19	1,000.00
55501	07/03/2019	Printed	S024	STAPLES CREDIT PLAN	Ink Cartridge	387.52
55502	07/03/2019	Printed	T430	D TAUSSIG & ASSOCIATES, INC.	Springhouse CFD Services	6,926.00
55503	07/03/2019	Printed	T118	TELDATA	Install Communications System/	5,074.00
55504	07/03/2019	Printed	T205	TRI-STATE SEMINAR ON-THE-RIVER	Registration/Ricardo Rosales	495.00
55505	07/03/2019	Printed	U404	UNIFIRST CORPORATION	Uniforms/Roger Redd	478.74
55506	07/03/2019	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	139.93
55507	07/03/2019	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	3,819.10
55508	07/03/2019	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	3,686.36
55509	07/03/2019	Printed	V079	VERIZON WIRELESS SERVICES L	Mobile Broadband/Police Dept.	304.08
55510	07/03/2019	Printed	W221	WAL-MART STORES, INC. #01-1555	Paint	455.20
55511	07/03/2019	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	87.58
55512	07/03/2019	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Tanks/F.D. 2	323.28
55513	07/03/2019	Printed	W184	WEX BANK	Fuel/Police Dept.	307.79
55514	07/03/2019	Printed	Y001	JESSE J YUHAS	Reimb. Tuition/Criminal	815.00

Total Checks: 90

Checks Total (excluding void checks):

2,351,105.92

TR5
7/5/2019

Check Register Report

Date: 07/05/2019

Time: 7:49 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
1000	07/05/2019	Printed	S709	STATE WA RESOURCES CONTROL BD	Safe Drinking Water 1997RX102	498,774.78
				Total Checks: 1	Checks Total (excluding void checks):	498,774.78

TRW
7/5/2019

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/05/2019
 Time: 7:57 am
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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 000.000							
101-000.000-205.303	Downtown BRAWLEY CHAMBER OF		Business License Tax	55438	06/30/2019	07/03/2019	55.00
							<u>55.00</u>
101-000.000-205.308	Sr. Center WAL-MART STORES, INC.	00031	Ice Cream Event/Senior Center	55510	06/20/2019	07/03/2019	239.51
							<u>239.51</u>
						Total Dept. 000000:	294.51
Dept: 111.000 City Council							
101-111.000-730.200	Technical SPECTRUM ADVERTISING///	14347	Website Upgrade & Migration	55500	06/19/2019	07/03/2019	500.00
	SPECTRUM ADVERTISING///	14349	Video Tape Council Mtg 6/18/19	55500	06/20/2019	07/03/2019	500.00
							<u>1,000.00</u>
						Total Dept. City Council:	1,000.00
Dept: 112.000 City Clerk							
101-112.000-730.200	Technical MUNICIPAL CODE	00328328	Administrative Support Fee	55478	06/03/2019	07/03/2019	450.00
							<u>450.00</u>
101-112.000-750.210	Postage FEDERAL EXPRESS CORP.///	6-591-23545	Mallings - City Clerk	55454	06/21/2019	07/03/2019	37.79
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	7.50
							<u>45.29</u>
101-112.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							<u>30.00</u>
						Total Dept. City Clerk:	525.29
Dept: 131.000 City Manager							
101-131.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	13.90
							<u>13.90</u>
						Total Dept. City Manager:	13.90
Dept: 151.000 Finance							
101-151.000-730.200	Technical PRO RECORD STORAGE,	0022105	Document Storage 6/1-6/30/19	55486	06/30/2019	07/03/2019	18.05
							<u>18.05</u>
101-151.000-740.100	Repair & ALL COUNTY FIRE///	102692	Fire Extinguisher Maintenance	55430	01/22/2019	07/03/2019	25.00
							<u>25.00</u>
101-151.000-740.400	Rent CANON FINANCIAL CIT///	20198163	Copier Lease/Finace	55440	06/12/2019	07/03/2019	113.40
	PRO RECORD STORAGE,	33648142	City Hall Phone System	55441	06/20/2019	07/03/2019	75.27
		0022105	Document Storage 6/1-6/30/19	55486	06/30/2019	07/03/2019	232.80
							<u>421.47</u>
101-151.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	37.99
							<u>37.99</u>
101-151.000-750.210	Postage						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/05/2019

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	251.00
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	49.50
							300.50
101-151.000-750.400	Travel						
	SANDOVAL/EVELYN PEREZ//		Mileage 7/1/18-6/30/19	55496	06/30/2019	07/03/2019	23.88
							23.88
101-151.000-750.600							
	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							30.00
							Total Dept. Finance: 856.89
Dept: 152.000	Utility Billing						
101-152.000-740.100	Repair &						
	ALL COUNTY FIRE//	102692	Fire Extinguisher Maintenance	55430	01/22/2019	07/03/2019	25.00
							25.00
101-152.000-740.400	Rent						
	CANON FINANCIAL	20198163	Copier Lease/Finance	55440	06/12/2019	07/03/2019	113.40
	CIT///	33648142	City Hall Phone System	55441	06/20/2019	07/03/2019	75.27
							188.67
101-152.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	2,754.40
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	350.80
							3,105.20
							Total Dept. Utility Billing: 3,318.87
Dept: 153.000	Personnel						
101-153.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	42.00
							42.00
101-153.000-750.600							
	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
	LIEBERT CASSIDY	1479300	ERC Membership 7/1/19-6/30/20	55471	07/01/2019	07/03/2019	5,800.00
							5,830.00
							Total Dept. Personnel: 5,872.00
Dept: 171.000	Planning						
101-171.000-750.200							
	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	0.17
							0.17
101-171.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	15.50
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	42.50
							58.00
101-171.000-750.600							
	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							30.00
							Total Dept. Planning: 88.17
Dept: 191.000	Non-departmental						
101-191.000-720.100	Office						
	PITNEY BOWES INC.///		Ink Cartridges	55484	06/12/2019	07/03/2019	384.64
							384.64

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
	MUNISERVICES, LLC///		Utility User Tax - Fixed Fee	55479	06/17/2019	07/03/2019	3,750.00
							3,750.00
101-191.000-730.200	Technical JOHNSON CONTROLS	32692771	Alarm Monitoring 7/1-7/31/19	55465	07/01/2019	07/03/2019	218.91
							218.91
101-191.000-740.200	Cleaning SOUTHWEST WINDOW	3036	Window Cleaning/Admin. Bldg	55499	06/25/2019	07/03/2019	90.00
							90.00
101-191.000-750.200			Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	370.18
	AT&T-CALNET 3///						
	EVERBRIDGE, INC.///	M43471	Nixte Engage 6/29/19-6/28/20	55453	06/24/2019	07/03/2019	4,000.00
							4,370.18
							8,813.73
							Total Dept. Non-departmental:
Dept: 211.000 Police Protection							
101-211.000-721.200	Other						
	PADRE USA///	16013052	Wipes	55483	06/21/2019	07/03/2019	103.44
	PROFORCE MARKETING,	379858	Batteries	55488	06/20/2019	07/03/2019	124.16
							227.60
101-211.000-725.400	Fuel						
	WEX BANK	59636674	Fuel/Police Dept.	55513	06/06/2019	07/03/2019	161.91
	WEX BANK	59134915	Fuel/Police Dept.	55513	05/06/2019	07/03/2019	145.88
							307.79
101-211.000-740.100	Repair & MITCHELL BUILDERS, MITCHELL BUILDERS, PROFESSIONAL GLASS	9339 1819 487	Repair Ceiling/Police Dept Install Roofing & A/C Repair Windshield/IT	55476 55476 55487	06/15/2019 06/15/2019 06/06/2019	07/03/2019 07/03/2019 07/03/2019	784.66 33,229.44 65.00
							34,079.10
101-211.000-740.400	Rent CANON FINANCIAL	20198165	Copier Leases/Police	55440	06/12/2019	07/03/2019	459.74
							459.74
101-211.000-750.200			Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	668.86
	AT&T-CALNET 3///						
	VERIZON WIRELESS		Mobile Broadband/Police Dept.	55509	06/15/2019	07/03/2019	304.08
							972.94
101-211.000-750.500	Training YUHAS/JESSE J//		Reimb. Tuition/Criminal	55514	06/29/2019	07/03/2019	815.00
							815.00
101-211.000-750.510	GREEN/ADAM B//		Travel Adv./Digital Imaging &	55459	06/25/2019	07/03/2019	327.27
							327.27
101-211.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							30.00
							Total Dept. Police Protection:
							37,219.44
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200	Other						
	WAL-MART STORES, INC.	05467	Paint	55510	06/24/2019	07/03/2019	85.54
							85.54
							Total Dept. Graffiti Abatement:
							85.54

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Dept: 221.000 Fire Department							
101-221.000-720.100	Office STAPLES CREDIT PLAN///	26214	Ink Cartridge	55501	06/27/2019	07/03/2019	387.52
							387.52
101-221.000-720.400	Automotive NORTHEND AUTOPARTS,	642934	Filter	55481	06/17/2019	07/03/2019	12.08
							12.08
101-221.000-721.200	Other DAVID & SONS TRUCK	5597	Air Drain Valve	55446	06/18/2019	07/03/2019	11.84
	IMPERIAL HARDWARE CO.,	555068/2	Batteries	55461	06/17/2019	07/03/2019	45.22
	IMPERIAL HARDWARE CO.,	555093/2	Batteries	55461	06/17/2019	07/03/2019	45.22
	IMPERIAL HARDWARE CO.,	555519/2	Switch, Propane	55461	06/21/2019	07/03/2019	11.71
	KAZ-BROS DESIGN SHOP///	3494	Plaques	55467	06/26/2019	07/03/2019	165.86
	S&W HEALTHCARE	248847	Gloves	55495	06/14/2019	07/03/2019	360.16
							640.01
101-221.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS	015 325 6300 2	5/9-6/10/19	55498	06/12/2019	07/03/2019	18.77
							18.77
101-221.000-725.400	Fuel MCNEECE BROS OIL	866443	Fuel/Fire Dept.	55475	05/31/2019	07/03/2019	2,265.31
							2,265.31
101-221.000-730.200	Technical I. V. TERMITES & PEST	0269092	Pest Control Svcs F.D. #1	55460	06/04/2019	07/03/2019	29.00
							29.00
101-221.000-740.400	Rent WESTAIR GASES &	80253003	Acetylene, Oxygen Tanks/F.D.1	55512	05/31/2019	07/03/2019	184.58
							184.58
101-221.000-750.200	AT&T		U-Verse Internet 6/17-6/30	55434	06/16/2019	07/03/2019	44.25
	AT&T		U-Verse Internet 7/1-7/16	55434	07/01/2019	07/03/2019	40.00
	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	156.92
	DIRECTV, LLC///		Acct# 007659085 6/15-6/30	55449	06/16/2019	07/03/2019	104.00
	DIRECTV, LLC///	36388177484	Acct# 007659085 7/1-7/14	55449	07/01/2019	07/03/2019	90.87
	TELDATA///	83077	Install Communications System/	55503	06/24/2019	07/03/2019	5,074.00
							5,510.04
101-221.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	7.00
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	5.00
							12.00
101-221.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	60.00
							60.00
							Total Dept. Fire Department: 9,119.31
Dept: 221.100 Fire Station #2							
101-221.100-721.200	Other AUTO ZONE, INC. #2804///		Bolt	55437	06/24/2019	07/03/2019	10.55
	AUTO ZONE, INC. #2804///		Degreaser, Antifreeze	55437	06/17/2019	07/03/2019	20.24
	IMPERIAL HARDWARE CO.,	543172/2	Connector	55461	02/14/2019	07/03/2019	8.23
	IMPERIAL HARDWARE CO.,	555048/2	Batteries	55461	06/17/2019	07/03/2019	30.15
	IMPERIAL HARDWARE CO.,	555699/2	Fuel	55461	06/24/2019	07/03/2019	21.32
							90.49
101-221.100-725.200	Electricity						

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	IMPERIAL IRRIGATION		Power Bills 4/27/19-5/28/19	55462	06/25/2019	07/03/2019	850.30
							850.30
101-221.100-730.200	Technical I. V. TERMITE & PEST	0269093	Pest Control Svcs F.D. #2	55460	06/03/2019	07/03/2019	38.00
							38.00
101-221.100-740.100	Repair & CANON FINANCIAL	20198159	Copier Lease, Usage/FD #2	55440	06/12/2019	07/03/2019	26.56
							26.56
101-221.100-740.400	Rent CANON FINANCIAL	20198159	Copier Lease, Usage/FD #2	55440	06/12/2019	07/03/2019	72.64
	WESTAIR GASES &	80253002	Oxygen Tanks/F.D. 2	55512	05/31/2019	07/03/2019	138.70
							211.34
101-221.100-750.200	AT&T LONG DISTANCE///		Telephone Services 5/14-6/14	55435	06/16/2019	07/03/2019	97.24
	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	286.36
							383.60
							Total Dept. Fire Station #2: 1,600.29
Dept: 231.000 Building Inspection							
101-231.000-721.100	Uniforms UNIFIRST CORPORATION///	360 1694674	Uniforms/Roger Redd	55505	06/19/2019	07/03/2019	200.93
							200.93
101-231.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	139.45
							139.45
101-231.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	142.65
	UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	4.00
							146.65
							Total Dept. Building Inspection: 487.03
Dept: 311.000 Engineering							
101-311.000-730.100	Professional LEE & RO. INC.///	1183-02/05	Trash Provisions	55470	06/04/2019	07/03/2019	8,191.92
							8,191.92
101-311.000-730.200	Technical ALARM COMMUNICATION	09333	Alarm Monitoring/PW	55428	06/18/2019	07/03/2019	90.00
	ALARM COMMUNICATION	09331	Alarm Monitoring/Sts-Utilities	55428	06/18/2019	07/03/2019	105.00
							195.00
101-311.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	55432	06/17/2019	07/03/2019	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	55432	06/24/2019	07/03/2019	26.12
							52.24
101-311.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	783.65
							783.65
101-311.000-750.210	Postage UNITED PARCEL SERVICE,		Mailings - Engineering	55506	06/22/2019	07/03/2019	139.93
							139.93
101-311.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/Ana Gutierrez	55451	06/30/2019	07/03/2019	117.89

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							117.89
101-311.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							30.00
Total Dept. Engineering:							9,510.63
Dept: 411.000 Community							
101-411.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	139.45
							139.45
101-411.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55507	06/30/2019	07/03/2019	0.50
							0.50
Total Dept. Community Development:							139.95
Dept: 511.000 Parks							
101-511.000-720.300	Chemicals NUCO2///	59905652	CO2 Bulk	55482	06/18/2019	07/03/2019	171.38
							171.38
101-511.000-720.600	Plumbing FOUNTAIN PEOPLE, INC/// NUCO2///	0071309-IN 59858219	Valve, Stem Repair Kit Detector, Sensor Kit	55455 55482	06/12/2019 07/01/2019	07/03/2019 07/03/2019	976.35 24.73
							1,001.08
101-511.000-721.100	Uniforms EL VAQUERO WESTERN UNIFIRST CORPORATION/// UNIFIRST CORPORATION///	60090 360 1654354 360 1676144	Safety Boots/Cesar Duarte Uniforms/Gerardo Vindiola Uniforms/Anthony Padilla	55452 55505 55505	05/16/2019 01/02/2019 04/03/2019	07/03/2019 07/03/2019 07/03/2019	200.00 272.12 5.69
							477.81
101-511.000-721.200	Other IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION MALLORY SAFETY & SUPPLY	555901/02 4661744	Paint, Batteries Sandcloth Coolers	55461 55469 55473	06/26/2019 06/20/2019 06/12/2019	07/03/2019 07/03/2019 07/03/2019	35.71 9.85 245.79
							291.35
101-511.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 4/27/19-5/28/19	55462	06/25/2019	07/03/2019	266.33
							266.33
101-511.000-730.200	Technical AA ELECTRIC///	147	Troubleshoot, Disconnect Power	55425	06/23/2019	07/03/2019	190.00
							190.00
Total Dept. Parks:							2,397.95
Dept: 521.000 Recreation & Lions							
101-521.000-440.410	Swimming NORIEGA/SALVADOR//	279399	Refund Deposit/Lions Pool	55480	05/30/2019	07/03/2019	100.00
							100.00
101-521.000-470.110	Rents and MATA/FERNANDO Z.//	279285	Refund Deposit/Hinojosa Park	55474	05/03/2019	07/03/2019	60.00
							60.00
101-521.000-720.100	Office FULLCOURT PRESS///	35372	Airport Facilities Bills PO	55456	06/19/2019	07/03/2019	290.14
							290.14
101-521.000-720.300	Chemicals						

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	NUCO2///	59906668	CO2 Bulk	55482	06/18/2019	07/03/2019	185.89
	ROCKWOOD CHEMICAL///	359604	Pool Sentry	55493	06/11/2019	07/03/2019	349.11
	UNIVAR USA, INC.///		Sodium Hypochlorite	55508	06/19/2019	07/03/2019	1,841.87
	UNIVAR USA, INC.///		Sodium Hypochlorite	55508	06/11/2019	07/03/2019	1,844.49
							4,221.36
101-521.000-720.500	Electrical KNORR SYSTEMS, INC.///	SI212764	Lamp, Sleeve, Gasket	55468	06/12/2019	07/03/2019	726.97
							726.97
101-521.000-720.600	Plumbing NUCO2///	59896632	Detector, Sensor	55482	07/01/2019	07/03/2019	24.73
							24.73
101-521.000-720.800	Janitorial WAL-MART STORES, INC. WAXIE SANITARY SUPPLY///	07420 78281593	Thermostat, Sliders, Wipes Janitorial Supplies	55510 55511	06/19/2019 05/16/2019	07/03/2019 07/03/2019	26.83 87.58
							114.41
101-521.000-721.200	Other IMPERIAL HARDWARE CO., KNORR SYSTEMS, INC./// REDDY ICE, CORPORATION/// WAL-MART STORES, INC. WAL-MART STORES, INC.	555901/02 SI212712 07420 08233	Paint, Batteries Lifeguard Seat, Bolts, Washers Ice Thermostat, Sliders, Wipes Board Games/SDC	55461 55468 55491 55510 55510	06/26/2019 06/11/2019 05/28/2019 06/19/2019 06/20/2019	07/03/2019 07/03/2019 07/03/2019 07/03/2019 07/03/2019	30.15 291.42 50.51 30.43 72.89
							475.40
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	55432	06/24/2019	07/03/2019	27.00
							27.00
101-521.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	223.68
							223.68
101-521.000-750.210	Postage UNITED STATES POSTAL UNITED STATES POSTAL		City Hall Postage Refill City Hall Postage Refill	55507 55507	06/25/2019 06/30/2019	07/03/2019 07/03/2019	13.00 2.00
							15.00
101-521.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							30.00
							Total Dept. Recreation & Lions Center: 6,308.69
Dept: 521.100 Recreation Leagues							
101-521.100-730.200	Technical ALCANTAR/CARLOS D// CORONA/STEPHANIE// CRISTOBAL/MARIA ESTHER// GARCIA/ABRAHAM// JACKSON/JESSE// LYONS/LORI//		SB Umpire 6/24-6/27 SB Scorekeeper 6/24-6/27 SB Scorekeeper 6/24-6/27 SB Umpire 6/24-6/26 SB Umpire 6/24-6/27 SB Scorekeeper 6/24-6/27	55429 55442 55444 55457 55464 55472	06/28/2019 06/28/2019 06/28/2019 06/28/2019 06/28/2019 06/28/2019	07/03/2019 07/03/2019 07/03/2019 07/03/2019 07/03/2019 07/03/2019	240.00 76.00 152.00 90.00 240.00 152.00
							950.00
							Total Dept. Recreation Leagues: 950.00
Dept: 522.000 Senior Citizens							
101-522.000-721.200	Other IMPERIAL HARDWARE CO.,	555505/2	Batteries, Thermostats	55461	06/21/2019	07/03/2019	54.17
							54.17
101-522.000-750.200							

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	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	30.25
							<u>30.25</u>
			Total Dept. Senior Citizens Center:				84.42
Dept: 551.000 Library							
101-551.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	212.13
							<u>212.13</u>
101-551.000-750.600	COSTCO MEMBERSHIP///		Membership #000111891541406	55443	07/01/2019	07/03/2019	30.00
							<u>30.00</u>
			Total Dept. Library:				242.13
			Total Fund General Fund:				88,928.74
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 313.000 Bicycle &							
213-313.000-740.100 Repair &	RADCO, INC.///	4549	Striping/Transit Station	55490	06/20/2019	07/03/2019	998.00
							<u>998.00</u>
			Total Dept. Bicycle & Pedestrian Fac.:				998.00
			Total Fund SB 821 - Ped. &				998.00
Fund: 243 CFD 05-1 Victoria Park							
Dept: 195.000 Comm Fac Dist							
243-195.000-730.100 Professional	TAUSSIG & ASSOCIATES,	1905058	Victoria Park CFD Services	55502	05/31/2019	07/03/2019	1,603.35
							<u>1,603.35</u>
			Total Dept. Comm Fac Dist:				1,603.35
			Total Fund CFD 05-1				1,603.35
Fund: 244 CFD 05-4 Latigo Ranch							
Dept: 195.000 Comm Fac Dist							
244-195.000-730.100 Professional	TAUSSIG & ASSOCIATES,	1905055	Latigo Ranch CFD Services	55502	05/31/2019	07/03/2019	1,010.85
							<u>1,010.85</u>
			Total Dept. Comm Fac Dist:				1,010.85
			Total Fund CFD 05-4 Latigo				1,010.85
Fund: 245 CFD 05-3 La Paloma							
Dept: 195.000 Comm Fac Dist							
245-195.000-730.100 Professional	TAUSSIG & ASSOCIATES,	1905056	La Paloma CFD Services	55502	05/31/2019	07/03/2019	1,013.05
							<u>1,013.05</u>
			Total Dept. Comm Fac Dist:				1,013.05
			Total Fund CFD 05-3 La				1,013.05
Fund: 246 CFD 06-1 Malan Park							
Dept: 195.000 Comm Fac Dist							
246-195.000-730.100 Professional							

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501-000.000-281.000	Contract STATE WA RESOURCES		Safe Drinking Water 1997RX102	1000	07/01/2019	07/05/2019	395,586.88
							395,586.88
501-000.000-282.000	Contract STATE WA RESOURCES		Safe Drinking Water 1997RX103	1000	07/01/2019	07/05/2019	103,187.90
							103,187.90
						Total Dept. 000000:	499,316.49
Dept: 321.000	Water Treatment						
501-321.000-440.710	Water sales CRS GENERAL CRS GENERAL		Refund Ovrpmt 222 Bell Court Refund Ovrpmt 757 Cameron Ct	55445 55445	06/24/2019 06/24/2019	07/03/2019 07/03/2019	49.54 69.01
							118.55
501-321.000-730.100	Professional LEE & RO. INC./// LEE & RO. INC.///	1183-01/04 1183-01/05	WTP Sedimentation Basins WTP Sedimentation Basins	55470 55470	05/01/2019 06/04/2019	07/03/2019 07/03/2019	2,021.75 1,442.28
							3,464.03
501-321.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	289.73
							289.73
						Total Dept. Water Treatment:	3,872.31
Dept: 322.000	Water Distribution						
501-322.000-725.200	Electricity IMPERIAL IRRIGATION IMPERIAL IRRIGATION		Power Bills 4/27/19-5/28/19 Power Bills 5/23/19-6/25/19	55462 55462	06/25/2019 06/25/2019	07/03/2019 07/03/2019	31,769.56 1,048.63
							32,818.19
501-322.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	98.82
							98.82
501-322.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	55507	06/25/2019	07/03/2019	117.85
							117.85
501-322.000-750.500	Training TRI-STATE SEMINAR TRI-STATE SEMINAR TRI-STATE SEMINAR TRI-STATE SEMINAR TRI-STATE SEMINAR		Registration/Jonathan Registration/Jose Limon Registration/Robert Limon Registration/Pablo Lopez Registration/Ricardo Rosales	55504 55504 55504 55504 55504	07/01/2019 07/01/2019 07/01/2019 07/01/2019 07/01/2019	07/03/2019 07/03/2019 07/03/2019 07/03/2019 07/03/2019	49.50 49.50 49.50 49.50 49.50
							247.50
						Total Dept. Water Distribution:	33,282.36
						Total Fund Water:	536,471.16
Fund: 511	Wastewater						
Dept: 331.000	Wastewater						
511-331.000-750.200	AT&T-CALNET 3///		Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	41.31
							41.31
511-331.000-750.500	Training						

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	TRI-STATE SEMINAR		Registration/Jonathan	55504	07/01/2019	07/03/2019	49.50
	TRI-STATE SEMINAR		Registration/Jose Limon	55504	07/01/2019	07/03/2019	49.50
	TRI-STATE SEMINAR		Registration/Robert Limon	55504	07/01/2019	07/03/2019	49.50
	TRI-STATE SEMINAR		Registration/Pablo Lopez	55504	07/01/2019	07/03/2019	49.50
	TRI-STATE SEMINAR		Registration/Ricardo Rosales	55504	07/01/2019	07/03/2019	49.50
							247.50
							Total Dept. Wastewater Collection: 288.81
Dept: 332.000 Wastewater							
511-332.000-721.200 Other							
DC FROST ASSOCIATES,		40676	Double Wheel Segment	55447	06/28/2019	07/03/2019	2,758.40
							2,758.40
511-332.000-721.900 Small tools &							
DC FROST ASSOCIATES,		40675	Temperature & Humidity Sensor	55447	06/28/2019	07/03/2019	3,695.83
DC FROST ASSOCIATES,		40674	Ultrasonic Sensor	55447	06/28/2019	07/03/2019	17.53
DC FROST ASSOCIATES,		40674	Ultrasonic Sensor	55447	06/28/2019	07/03/2019	7,581.00
							11,294.36
511-332.000-730.200 Technical							
ALARM COMMUNICATION		09324	Alarm Monitoring/WWTP	55428	06/18/2019	07/03/2019	90.00
RN ENTERPRISES///		2019-107	Network Configuration/WWTP	55492	06/28/2019	07/03/2019	751.25
							841.25
511-332.000-740.100 Repair &							
IWORQ SYSTEMS///		220267	Internet Prev. Maint/WWTP	55463	07/01/2019	07/03/2019	799.98
RN ENTERPRISES///		2019-108	UPS Control Wiring/WWTP	55492	06/13/2019	07/03/2019	817.94
							1,617.92
511-332.000-750.200							
AT&T-CALNET 3///			Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	102.17
							102.17
							Total Dept. Wastewater treatment: 16,614.10
							Total Fund Wastewater: 16,902.91
Fund: 531 Airport							
Dept: 351.000 Airport							
531-351.000-725.200 Electricity							
IMPERIAL IRRIGATION			Power Bills 4/27/19-5/28/19	55462	06/25/2019	07/03/2019	395.16
							395.16
531-351.000-750.600							
ACA///			2019-20 Membership/Alan Chan	55426	07/01/2019	07/03/2019	75.00
							75.00
							Total Dept. Airport: 470.16
							Total Fund Airport: 470.16
Fund: 601 Maintenance							
Dept: 801.000 Vehicle							
601-801.000-730.200 Technical							
ALARM COMMUNICATION		09332	Alarm Monitoring/Shop	55428	06/18/2019	07/03/2019	90.00
							90.00
601-801.000-750.200							
AT&T-CALNET 3///			Telephone Services 5/20-6/19	55436	06/20/2019	07/03/2019	42.04
							42.04
							Total Dept. Vehicle Maintenance Shop: 132.04

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/05/2019

Time: 7:57 am

Page: 12

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Dept: 802.000 Grounds & Facility							
601-802.000-800.300							
	GARIBALDO FENCE	4122128	Install Fence/Gonzales Park	55458	06/22/2019	07/03/2019	2,308.92
	RADCO, INC.///	4548	Striping Basketball Courts/	55490	06/20/2019	07/03/2019	998.00
							3,306.92
Total Dept. Grounds & Facility							3,306.92
Total Fund Maintenance:							3,438.96
Fund: 602 Risk Management							
Dept: 000.000							
602-000.000-200.034 Health							
	DELTA DENTAL///		Dental Insurance - July 2019	55448	07/01/2019	07/03/2019	9,217.03
	PRINCIPAL FINANCIAL		Life Insurance - July 2019	55485	07/01/2019	07/03/2019	3,054.15
							12,271.18
Total Dept. 000000:							12,271.18
Dept: 811.000 Liability & Property							
602-811.000-750.100 Insurance							
	ALLIANT INSURANCE	ACIP52	19/20 Crime Insurance Policy	55431	07/01/2019	07/03/2019	1,565.00
	CALIFORNIA JPIA///		2019-20 Annual Contribution	55439	07/01/2019	07/03/2019	1,748,123.00
	CALIFORNIA JPIA///		Property Insurance Program	55439	07/01/2019	07/03/2019	367,293.00
	CALIFORNIA JPIA///		Pollution Liability Insurance	55439	07/01/2019	07/03/2019	5,139.00
							2,122,120.00
Total Dept. Liability & Property							2,122,120.00
Total Fund Risk							2,134,391.18
Grand Total:							2,849,880.70

TAS
7/5/2019

CITY OF BRAWLEY
May 21, 2019

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

Mayor Wharton called meeting to order @ 5:00PM

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

INVOCATION CM Hamby

PLEDGE OF ALLEGIANCE CM Couchman

1. APPROVAL OF AGENDA

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

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

- a. **Marjo Mello, Library Director**, thanked the City Council for dedicating the May 7th meeting in memory of her late husband Mike and also thanked her co-workers and public for their thoughts and prayers.
- b. **Ryan Kelley, County Board of Supervisor Chairman**, updated the City Council on their meeting with the International Boundary Water Commission about the New River. Part of their effort is to reach out to the Attorney General to help in the fight to clean the water to California standards. A request for a support letter which will be brought to the City in the near future.

The County is adjusting its budget. The County has used reserves and now has a hiring freeze and is taking measures to review all vacant funded positions.

3. SPECIAL PRESENTATION

- a. Imperial Irrigation District Director Alex Cardenas re: AB 854.

Franks Oswalt, Attorney for Imperial Irrigation District, attended on behalf of IID Director Alex Cardenas. He provide an update regarding AB 854. The bill would add six Riverside County seats to IID's current board, which is made up of five members from Imperial County, drastically changing the composition to account for the district's Riverside County energy ratepayers, who make up 60% of IID's electricity customer base. The legislation is now suspended.

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

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

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

- a. **Approved** Accounts Payable: May 9, 2019 and May 16, 2019.
- b. **Approved** City Council Minutes: April 2, 2019 and April 16, 2019.
- c. **Approved** 2nd Ordinance No. 2019- : Ordinance of the City Council of the City of Brawley, California, Amending the Business License Fee Schedule for “Sidewalk Vendors,” Formally Known as “Peddlers” or “Solicitors.”

5. CONTINUED ACTION FOLLOWING LATIGO RANCH CONDITION MODIFICATION PUBLIC HEARING

- a. Discussion and Potential Action re: Modification of the Conditions of Approval for the Latigo Ranch (TM05-01) Major Subdivision Map, Submitted by Brawley Investment Ventures, LLC.

Staff Report – Rosanna Bayon Moore, City Manager

CM Bayon Moore stated that at the April 2nd City Council Meeting a number of topics were discussed by the City Council. A series of additional changes were considered. Since that time, the IID had the opportunity to meet and take action on a request that had been presented by the City of Brawley to IID to provide assistance with undergrounding of the Best Canal. On April 30th, the IID Board took action on a joint endeavor with the City of Brawley for a 75/25 match with the City for Phase II of the Best Canal undergrounding.

Marty Coyne, Brawley Ventures, LLC mentioned that he wanted to congratulate the IID. Everybody put forth a lot of effort to cover the public safety part. That was a major concern not only for the citizens but also the City Council. He stated he is ready to move forward and revitalize Latigo Ranch. This project will be a private public partnership in many ways. The most important part is bringing new revenue into Brawley in sales tax or revenue to your water and sewer plants after 12 years of blight.

Brooks Hamby, Brawley resident, stated that Brawley is a distinctive and unique community. Brawley has a 110 years worth preserving. He urged the City Council to be careful and thoughtful about how the City builds. What is built because is permanent and defines what this community of Brawley is and how financially sustainable the City will be.

Katie Luna, Brawley Chamber of Commerce Executive Director, commented and that while everyone has concerns strained resources at the Police and Parks Departments, growth cannot be hindered. Growth is going to happen one way or another. Unfortunately, the fiscal issues have taken years to develop with the budget affecting growth today. The issues are being correlated in a way they should not. Another point to consider is that if Mr. Coyne did not move forward with his development, the City’s grant funded project would continue anyway.

CM Hamby said he wanted to clarify. There is good growth and bad growth. The fact that this is middle income housing so it will be property tax paying. That is a step in the right direction. Brawley has a lot of growth that is not paying property taxes and costs the City more than it brings in.

CM Bayon Moore mentioned that whoever the developer was in the future, the City’s primary goal in grant seeking was to begin some leg of Wildcat because there has long been a desire to have Wildcat reach from HWY 86 to HWY 111. The ultimate goal for the City is to have an East/West corridor that runs the full length of the City. If the City had not undertaken the effort to secure a grant, the City would simply be waiting for a developer and the market to recover to a point that the improvements would be triggered as a result of the Conditions of Approval.

The City Council **approved** the Modification of the Conditions of Approval for the Latigo Ranch (TM05-01) Major Subdivision Map, Submitted by Brawley Investment Ventures, LLC as requested by the applicant on Page 134 of the posted City Council agenda. m/s/c Nava/Kastner-Jauregui 4-1 Couchman naye

Kay Pricola, Executive Director for COLAB thanked the Council; and mentioned that other canals in the City need to be undergrounded, as well.

6. REGULAR BUSINESS

- a. Discussion and Potential Action to Award Contract for Project No. 2019-01A Rio Vista Rehabilitation to Aggregate Products, Inc. in the amount of \$149,987.00.

The City Council **approved** the Action to Award Contract for Project No. 2019-01A Rio Vista Rehabilitation to Aggregate Products, Inc. for \$14,987.00. m/s/c Nava/Couchman 5-0

7. ENTERPRISE & SPECIAL FUNDS WORKSHOP NO. 2

- a. Presentation, Discussion and Direction

Power Point Presentation – Rosanna Bayon Moore, City Manager

- Content is available upon request at the Office of the City Clerk

CM Bayon Moore stated that the Enterprise Funds and Special Funds restrict eligible uses.

The City Council provided staff direction to move forward with the proposed budget assumptions.

8. CITY COUNCIL MEMBER REPORTS

- Hamby:** Attended a Library Board Meeting, Parks & Recreation Commission Meeting, had a couple of calls from concerned citizens regarding the trees being planted, railroad crossing on B Street and the signal light at Cesar Chavez and Main Streets.
- Couchman:** Attended Veterans Luncheon, Hidalgo Society Scholarship Dinner, D & S Art Show, Newsies Play and Mr. Croughan’s funeral.
- Nava:** Welcomed back Marjo Marjo and extended his condolences. He and Mayor Wharton made a short video at Hawaiian Bar-B-Que. Attended the Association of Realtors Luncheon. Thanked Katie Luna for her presentation on behalf of the Brawley Chamber of Commerce. She talked about what is happening in the City of Brawley and there was also a presenter from the El Centro Chamber of Commerce.
- Kastner-Jauregui:** Attended the Imperial Valley Economic Summit at IVC, SCAG Meeting, Cartoonist Event on May the 4th be with you at the Library, Chamber Board Meeting, Kicking It Country Concert and visited Katy Santillan’s project on Panno and Highway 86 as it is now under construction.
- Wharton:** It is National “EMS Week.” Participated in a short video at Hawaiian Bar-B-Que. Paid tribute and is keeping in his heart and mind those that have given the ultimate sacrifice on Memorial Day.

9. DEPARTMENTAL REPORTS

- a. Update re Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins, by Guillermo Sillas, City Engineer.

PWD Sillas reported that he is working on all documents to be signed and to start with the process of beginning construction.

CM Nava asked if it fails, can plant still deliver water.

PWD Sillas stated yes, the plant can deliver water but the quality might not be the same. Additional monitoring and sampling will be required and if the quality is lower than the required standards, issuance of a boil water order may be necessary.

10. CITY MANAGER REPORT

- a. Upcoming USMC Training is scheduled June 11 thru 12 from 1-3pm and 8 -10pm. No noise related impacts are anticipated.
- b. Re: the Railroad crossing at B Street, Public Works initiated a work order with Union Pacific.
- c. Re: the Signal Light at Cesar Chavez and Main Street, it has been challenging to determine the cause of the failure. It is recommended that a complete power cabinet be replaced which is anticipated to take from six to eight months. The City of El Centro has offered something that they may have in stock that we can use on a temporary basis until the replacement comes in.
- e. Attended the Parks & Recreation Commission meeting and discussed potential Rate Structures for Parks & Recreation Programs.

10. CITY ATTORNEY REPORT

- a. The Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins will be on agenda as an update until job is completed.
- b. D & S Arts paid \$500 for cost recovery of the street closure.

11. CITY CLERK REPORT

- a. Reminder of IVEDC Summit at the Old Eucalyptus House and SCAG General Assembly Meeting in Palm Desert.

12. 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 and Brawley Firefighters Association

PERSONNEL MATTERS (C.G.C. §54957)

- a. Public Employee Appointment to the Position of Finance Director

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

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

13. RE-CONVENED IN OPEN SESSION

PERSONNEL MATTERS (C.G.C. §54957)

- a. Ratification of Public Employee Appointment of Tyler Salcido as Finance Director. m/s/c Couchman/Kastner-Jauregui 5-0

14. ADJOURNMENT @ 7:51 pm

Alma Benavides, City Clerk

CITY OF BRAWLEY
June 4, 2019

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

Mayor Wharton called meeting to order @ 6:00 PM

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

INVOCATION Pastor Mike Neciuk, El Redentor Church

PLEDGE OF ALLEGIANCE CM Wharton

1. APPROVAL OF AGENDA

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

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

- a. **Joanna Sanchez, Brawley resident of the 400 Block Willard Avenue**, comments on cars speeding on Willard Avenue and the need for speed bumps or reduction of the speed limit.
- b. **Jim Graves, Owner of Several Properties**, said his had recurring problems with Republic Services and lapses in commercial trash pick up. Asked for City assistance and contract enforcement.

CM Nava requested that staff contact Republic Services for an update which would also allow the City to share its concerns concerns.

- c. **Pastor Mike Neciuk, El Redentor Church**, thanked the City Council as City leaders. Announced that Saturday, June 8th, he and his wife will celebrate 43 years as pastors in Brawley.

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

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

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

- a. **Approved** Accounts Payable: May 23, 2019 and May 31, 2019
- b. **Approved** Resolution No. 2019-21: 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.

- c. **Approved** Resolution No. 2019-22 : 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 Community Facilities District No. 2005-3 for Fiscal Year 2019-20.
- d. **Approved** Resolution No. 2019-23: 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.
- e. **Approved** Resolution No. 2019-24: 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.
- f. **Approved** Resolution No. 2019-25: 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.
- g. **Approved** Resolution No. 2012-26: 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.
- h. **Approved** Resolution No. 2019-27: Resolution of the City Council of the City of Brawley, California Amending the Bernardo Padilla Assessment District Commencing with FY 2019/2020.

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.

CM Bayon Moore reported that Dr. Hernandez has a change in schedule and was unable to attend the meeting. Census 2020 Complete Count Committee kicked off its campaign outreach at a recent California League of Cities meeting in Brawley. All cities are being asked to take a pro-active role in achieving an accurate count. It is estimated that every person not counted represents \$2000 per year in public funding.

The City Council **adopted** Resolution No. 2019-28: 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. m/s/c Nava/Couchman 5-0

- 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.

Chief Sawyer indicated that this is a very unique opportunity for the BPD's investigation room. The equipment will allow for data storage and electronic data sharing with the District Attorney's Office.

The City Council **adopted** Resolution No. 2019-29: 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 for \$30,370 with 100% Reimbursement by Homeland Security Investigations (HSI) State and Local Overtime Fund. m/s/c Couchman/ Nava 5-0

- 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.

The City Council **adopted** Resolution No. 2019-30: 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. m/s/c Couchman/Kastner-Jaurequi 5-0

5. DEPARTMENTAL REPORTS

- a. Personnel & Risk Management Department - Monthly Staffing Report for June 2019
- 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

PWD Sillas reported that the emergency continues. City is in the process of obtaining the documentation from the company that will be performing the job. Staff is on alert for anything that might happen at the plant.

Regarding the Traffic Signal on Main Street and Cesar Chavez, the City of Centro provides Brawley with maintenance services. They were contacted and performed an inspection. They have been unable to find the problem. They have replaced the control box a couple of times and still cannot determine the solution. They contacted Caltrans technicians to perform an inspection and Caltrans has recommended to replace the complete cabinet. Staff is researching. The City recached contacted the Caltrans Engineer for the Imperial Valley to request assistance. He offered to contact Electricians' Supervisor to determine whether a suitable cabinet is available and in supply in District 11 as a potential replacement.

- c. Finance Department - Public Meeting Schedule for FY 2019/2020 Budget Process and Piggyback Contracting Opportunities for Vehicle Acquisitions, Fleet Maintenance and Fueling.

FD Salcido reported the status of the audit. Auditors are scheduled to be in Brawley from July 8th though July 19th. Depending on the City Council's availability and desire to have a Special Meeting sometime in the last two weeks of August, the Final Audit may be ready for adoption. The next Regular City Council Meeting on September 3rd is an alternative. At that time, the FY 2019/2020 Budget could also be ready for action. With reference to the General, Special and Enterprise Funds, he continues to work with the Executive Team and Staff on closing the budget gaps. Cost recovery areas, non-compensation related expenses and strategies for OT reduction are on the table. Potential staff reduction plans are being evaluated. Cash in lieu of medical benefits are an important topic.

Labor negotiations are ongoing. Getting a resolution are key to a final budget.

6. INFORMATIONAL REPORT

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

7. CITY COUNCIL MEMBER REPORTS

CM Hamby: Participated with the Boot Committee on a clean-up day at the old Cook’s Market. Received a complaint from Joel Sanchez on Willard Avenue about the process for petitioning to get speed bumps. A tree was donated by Comite Civico del Valle to place outside of the City Manager’s window, donated with the good will of John Sample and Johnny Hernandez.

CM Couchman: Attended McDonalds Ribbon Cutting, Memorial Day Ceremony at Riverview Cemetery and helped the Girls Scout, 4H Club and other individuals to put flags on military graves. Attended funeral for Clyde Shields, Julian Old-Time Fiddler’s Competition.

CM Nava: Attended McDonalds Ribbon Cutting, Imperial Valley General Assembly and Economic Summit that was hosted by ICTC, Small Business Day and Career Fair hosted by Rabobank, SBA and other lenders. Served as a panel speaker on alternative financing, spent time with Imperial County Association of Realtors. Attended ICTC meeting. Commented on Andy Ruiz Jr. fight and significance of his achievement.

Kastner-Jauregui: Attended Memorial Day event at Cemetery, Pioneers Memorial Hospital Ribbon Cutting for Tesla MRI Machine, IVEDC Summit and McDonalds Ribbon Cutting. The Brawley Chamber of Commerce asked to remind everyone of the Branding Iron Award dinner that is scheduled for June 21.

Wharton: Attended Memorial Day event that involved basically the whole globe CrossFit community in honor of Lieutenant Murphy, EMS week events, PMH Ribbon Cutting Ceremony, meeting regarding sand season coming up and some of the potential events. The City may rally around potential events, potential product promotion with commercial partners and attract attention regionally. Recently attended a short meeting with a preview of things to come for this year’s Cattle Call festivities.

8. CITY MANAGER REPORT

None to report.

9. CITY ATTORNEY REPORT

None to report.

10. CITY CLERK REPORT

None to report.

11. CLOSE 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

12. ADJOURNMENT @ 7:30pm

Alma Benavides, City Clerk

CITY OF BRAWLEY

June 18, 2019

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

Mayor Wharton called meeting to order @ 6:00 PM

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

INVOCATION CM Hamby

PLEDGE OF ALLEGIANCE CM Kastner-Jauregui

1. APPROVAL OF AGENDA

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

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

- a. **Humberto Montiel, Southwest Carpenters**, introduced himself and co-workers in the audience. They are a union of 50,000 plus workers in the Southwest Region. Members live in the Imperial Valley and travel out of the valley to work. They would like to be considered for future events and projects in the City. They want to build a relationship with local elected officials and the community.
- b. **Mike Morris, Owner of Brawley Quick Lane**, stated that he and about 6 or 7 other business owners want to buy a dog, send the dog and officer to be trained. It would allow the City to confiscate vehicles on drug busts, sell them and put money back into the budget to help compensate the officers. Community members are willing to pay for the dog to donate to the Brawley Police Department, a year's worth of food, training for the dog and the officer. It is estimated at \$25,000 thousand dollars. He asked the City Council to think about another way of putting some money. He will buy the cars that are confiscated. The dog will help the officer because it is adding another officer.

PC Sawyer commended Mr. Morris for the interest he is taking. The BPD would like to launch a canine program. Asset forfeiture has restrictions which may or may not include wages and salaries. There are specific guidelines from the State, Department of Treasury and the Department of Justice. The Chief expressed he supports the concept of a canine. The idea is part of Chief's 3 year plan and he appreciates the partnership with the community.

- c. Update by German Hernandez, Republic Services Division Manager

RSDM Hernandez reported on the Clean-up Event that took place at the Brawley Municipal Airport on April 13. There were 307 customers, 39 roll-off containers or 78.27 tons. Seventy (70) tons of Solid Waste Material was taken to the landfill. Eight (8) loads were sorted for metals for recycling so that was 17.84 tons. In total, there was almost 100 tons.

RSDM Hernandez provided an update on organics and state legislation. The audit was completed. Employees went door to door and performed detailed audits. They identified 41 total food candidates that meet the exemption as Tier 3. If a business generate four yards or more, as of 2021, Assembly Bill 1826 is going to require food waste to be organics to be recycled. A total of 15 out of the 41 do not meet that mandate but 26 do. Republic Services is going to work with them so they can also be accepted by donating to food banks. The intent is to ensure that the City of Brawley is in compliance and there are no fines. Brawley is in good standing with with CalRecycle..

RSDM Hernandez also shared an update on Main Street Alley clean-up efforts. There have been concerns with large furniture and appliances dumped in the alleys. Republic is working with City Staff and the Brawley Chamber of Commerce on a solution, not just picking up trash.

CM Nava said that the public needs to be educated through Social Media or somehow.

CM Bayon Moore indicated that a Utility Billing insert is scheduled in both English and Spanish describing the free services that are available to Single-family residences for bulky item pick up.

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

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

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

- a. **Approved** Accounts Payable: June 6, 2019 and June 14, 2019
- b. **Approved** City Council Minutes: April 29, 2019 and May 7, 2019
- c. **Reject** Claim as recommended by Carl Warren & Company Claims Management Adjusters for Claimant: Gloria Sumaya.
- d. **Approved** Contract Change Order No. 001 to Contract 2018-05 Streets Rehabilitation Phase 11 (Construction) for \$0.00 and Extend the Contract Time by 45 Calendar Days.
- e. **Adopted** Resolution No. 2019-31: Resolution of the City Council of the City of Brawley, California Adopting the Work Week for all City of Brawley Non-Sworn Personnel.

4. REGULAR BUSINESS

- a. Discussion and Potential Action to Provide a Letter of Support Requesting a New International Boundary and Water Commission (IBWC) Minute Order that Ensures the Health, Safety and Welfare of Imperial Valley Residents and Visitors.

Presented by - Ryan Kelley, Chairman for the Imperial County Board of Supervisors District 4

ICBS Kelley mentioned that the County is taking action to challenge the International Boundary Water Commission in regards to the New River's discharge into Imperial Valley. The County requests that the City join in supporting this action.

The City Council **approved** the Action to Provide a Letter of Support Requesting a New International Boundary and Water Commission (IBWC) Minute Order that Ensures the Health, Safety and Welfare of Imperil Valley Residents and visitors. m/c/ Kastner-Jauregui/Couchman 5-0

- b. Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Adopting the Vacation Leave Buy Back Program Policy and Eliminating the Sick Leave Buy Back Program for Management, Confidential, and Unrepresented Employees.

The City Council **adopted** Resolution No. 2019-32: Resolution of the City Council of the City of Brawley, California Adopting the Vacation Leave Buy Back Program Policy and Eliminating the Sick Leave Buy Back Program for Management, Confidential, and Unrepresented Employees. m/s/c Nava/Hamby 5-0

- c. Discussion and Potential Action to Adopt Resolution No. 2019- : Resolution of the City Council of the City of Brawley, California Authorizing and Approving Interim Expenditures Prior to Adoption of the FY 2019-20 Overall Budget for the City of Brawley.

The City Council **adopted** Resolution No. 2019-33 : Resolution of the City Council of the City of Brawley, California Authorizing and Approving Interim Expenditures Prior to Adoption of the FY 2019-20 Overall Budget for the City of Brawley. m/s/c Couchman/Kastner-Jauregui 5-0

5. DEPARTMENTAL REPORTS

- a. Public Works Department – Wildcat Drive Project Overview, Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins.
 - 1. Wildcat Drive Project Overview - The complete package was sent yesterday to Caltrans for construction authorization. Several next steps were enumerated.
 - 2. Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins - The contractor reviewed contract documents and sent them out to the bonding company to prepare the bonds.
 - 3. Traffic Signal at Main and Cesar Chavez – The City contacted the Traffic Engineer for Imperial Valley. He offered to contact the Electrical Supervisor for District 11 to see if they can find a cabinet that they could donate to the City. Unfortunately, they were not able to find it but the Engineer is doing another search with another section of Caltrans. In the meantime, the City received a written preliminary quote from a local company to purchase and install but it was not detailed. They said this week they will go to site and do more of a detailed quote.
 - 4. Regarding railroad crossings, staff met this morning with Union Pacific Inspectors and visited 5 sites. Two are more critical crossings - Malan and B Stree crossings. UPRR will not do major reconstruction but they definitely will do repairs by welding and asphalt patching to raise the tracks.

6. CITY COUNCIL MEMBER REPORTS

Hamby: Attended the Planning and Parks & Recreation Commission Meetings. Was contacted by a concerned community member about our Parks offering basketball court privileges and the fencing going up. Attended a tree planting ceremony in Plaza park. Johnny on Wheels donated a tree through Comite Civico Del Valle and dedicated that tree in the memory of Mike Mello. Expressed thanks to the Parks & Recreation Department for their hard work. Also attended the Ribbon Cutting at One Drop Café. Was contacted by a community member about alley cleanup in residential areas. Is there any collaboration either between a private citizen, Republic Services and the City to start to do some cleanup? Has been contacted numerous times about railroad crossings in town being rough.

Couchman: Attended Imperial Valley Food Bank Dinner, Rotary Dinner Kick for Out-Going and In-Coming President, Ribbon Cutting at One Drop Café, Imperial Irrigation Meeting to receive a check for the City's summer swim programs.

Nava: Participated in the Walk and Talk Tour with the City of El Centro Community Services Director and Imperial County Association of Realtors for Economic Development, attended Brawley Union High School Graduation where his son graduated and just celebrated his daughter's 2nd birthday.

Kastner-Jauregui: Attended One Drop Café Ribbon Cutting, IID meeting where each City in the valley was presented with a check for summer swim programs. There are community members really interested in the Tennis Courts at Meserve Park. They are working on searching for grant funds. There are also people interested in turning it into a dog park bringing different ideas forward. Attended graduations for two granddaughters - one from IVC and the other from 8th grade and would like to thank the Carpenters Union for being here and offering to assist.

Wharton: Attended several meetings with the Off-Road Community and retailers, including big players such as Polaris and potentially staging a preseason event for the Off-Road season coming up in the fall. Attended Ribbon Cutting for One Drop Café. Fireworks season is coming up and the same communications will go out. Council had some discussion about considering looking over the ordinance to potentially increase fines.

7. CITY MANAGER REPORT Nothing to report.

8. CITY ATTORNEY REPORT

a. Filed a petition for an injunction to cleanup a property on 14th and I Streets. The owners were served. They do not live there. They reside in a very nice house in El Centro. Hopefully, they will do something about their house in Brawley.

9. CITY CLERK REPORT

a. Reminder regarding the Branding Iron Award Dinner on Friday, June 21, 2019.

- b. Staff is obtaining more information on the Andy Ruiz, Jr. parade that will take place on Saturday, June 22, 2019.

10. CLOSED SESSION

EXISTING LITIGATION (C.G.C. §54956.9)

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

Frankie Rodriguez, Pablo C. Lopez, Marco A. Garcia, Omar Balderas, Gerardo Vindiola, David Villalobos, Julian Jimenez, Ricardo Rosales, Daniel Atondo, David Siquieroz, Jonathan Gutierrez, Anthony Padilla, Julio Velasquez, Roberto Orozco, Mariano C. Valenzuela, Jr., Raul Bernal, Ralph Walker, Jose Limon, Pete Guzman and Robert Limon on behalf of themselves and all other employees similarly situated vs. City of Brawley

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

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

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

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

PERSONNEL MATTERS (G.C. §54957)

- a. Public Employee Evaluation - City Manager

11. RE-CONVENED IN OPEN SESSION

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

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

The City Council **unanimously** ratified the agreement with the City of Brawley and Brawley Firefighters Association.
m/s/c Nava/Hamby 5-0

12. ADJOURNMENT @ 7:00 pm

Alma Benavides, City Clerk

CITY OF BRAWLEY

July 2, 2019

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

Mayor Wharton called meeting to order @ 6:00 PM

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

INVOCATION CM Hamby

PLEDGE OF ALLEGIANCE Police Chief Sawyer

1. APPROVAL OF AGENDA

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

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

a. **Jackie Valadez**, Brawley resident, commented on the South Rio Vista Avenue street project with ADA ramps and no sidewalks. If grant funds are use it or lose it and contingent on ADA ramp installation, the City should have foregone the project.

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

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

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

a. **Approved** Accounts Payable: June 20, 2019 and June 28, 2019

b. **Reject** Claim as recommended by Carl Warren & Company Claims Management Adjusters for Claimant: Melissa Green c/o Binh Bui.

d. **Approved** Final Parcel Map (PM19-02) – 1549 C Street.

4. REGULAR BUSINESS There was none.

5. DEPARTMENTAL REPORTS

- a. Personnel & Risk Management Department – Monthly Staffing Report for July 2019.
- b. Public Works Department – Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins.
 - 1. The emergency continues. The Contractor is in the process of signing all the documents and has communicated that materials have been ordered.
 - 2. Traffic Signal at Main and Cesar Chavez Streets – After City of El Centro and Caltrans evaluations, the City has made multiple attempts to obtain a diagnostic and quote to replace/repair with four different companies. A scheduled evaluation is pending.
 - 3. With reference to the Rio Vista topic, the City obtains grants to rehabilitate streets with funding requirements, including the installation of handicap ramps even if they do not connect to any sidewalk. The construction of pedestrian facilities is similar to when somebody remodels their home. It may not be possible to do everything at the same time and may be constructed in parts as the money becomes available.

6. INFORMATIONAL REPORT

- a. Record of Building Permits for May 2019 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official.

7. CITY COUNCIL MEMBER REPORTS

Hamby: Attended Branding Iron Award Dinner and Memorial Service for Mike Mello. Thanked staff for responding to some concerns with railroad crossings, wished everyone a Happy 4th of July.

Couchman: Attended Branding Iron Award Dinner, Memorial Service for Mike Mello. The project across from Walmart is going up rapidly and the Rio Vista Rehab Project. City Staff is busy, especially Public Safety. The Summer Programs are up and operating. Have a great 4th of July.

Nava: Attended Branding Iron Award Dinner, ICTC Meeting and joined a ride along with Republic Services. He will work on a plan to bring back to City Council. There are weeds in the rights of way. Made a video at STA Mobile/Cellular Service and attended the Andy Ruiz Parade.

Kastner-Jauregui: Attended Branding Iron Award Dinner. Congratulated Paul & Debbie Cameron and Joel Gonzales. Attended Memorial Service for Mike Mello, check presentation for Oberon Fuels. Presented proclamation to Andy Ruiz, Jr. on behalf of City Council. Met with Assembly Member Eduardo Garcia. Wished staff and have a Happy 4th of July.

Wharton: Attended Branding Iron Award Dinner. Wished everyone a safe Happy 4th of July.

8. CITY MANAGER REPORT

- a. Met with Jurg Heuberger regarding Rancho Los Lagos Project. Expects to have additional information to share with Council in the future.
- b. Met with City staff and the Carpenters Union to explore potential community project ideas based on their skills and availability.

9. CITY ATTORNEY REPORT

- a. The H Street property is cleaned up and 14th & I are in the process.

10. CITY CLERK REPORT None to report.

11. CLOSED SESSION

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

- a. Conference with Legal Counsel – One (1) Case
 - i. Estella Velasco and Joseph Galvan vs. City of Brawley

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

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

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

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

PERSONNEL MATTERS (G.C. §54957)

- a. Public Employee Evaluation - City Manager

12. RE-CONVENED IN OPEN SESSION

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

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

The City Council **unanimously** ratified the agreement with the City of Brawley and Brawley Police Sergeants’ Association. m/s/c Kastner-Jauregui/Couchman 5-0

13. ADJOURNMENT @ 6:30 pm

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date:

7/16/19

City Manager:



PREPARED BY: Gordon R. Gaste, Planning Director, AICP CEP

PRESENTED BY: Gordon R. Gaste, Planning Director, AICP CEP

SUBJECT: Final Parcel Map (PM19-03) – 1525 & 1537 C Street

CITY MANAGER RECOMMENDATION: Approve Final Parcel Map (PM19-03).

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

The subject property located at 1549 C Street and is currently zoned R-2 (Residential Low Density). A tentative map was approved by the Planning Commission on May 1, 2019.

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

FISCAL IMPACT: N/A

ATTACHMENTS: Final Parcel Map, Owner's Certificate, Subdivision Guarantee.

PARCEL MAP NO. 19-03

SHEET 1 OF 2

A PORTION OF BLOCK 7, BRAWLEY SUBDIVISION NO. 1, IN THE CITY OF BRAWLEY,
COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

SIGNATURE OMISSION STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

- AN EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT):
GRANTED TO: NOT DISCLOSED OF RECORD. REFERENCE IS MADE TO SAID DOCUMENT FOR PARTICULARS.
PURPOSE: FOR LAYING WATER PIPES AND DITCHES AND RIGHTS INCIDENTAL THERETO
RECORDING DATE: JANUARY 23, 1930
RECORDING NO.: IN BOOK 263, PAGE 197, OFFICIAL RECORDS
AFFECTS: REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
- AN EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: IMPERIAL IRRIGATION DISTRICT
PURPOSE: FOR A POWER LINE
RECORDING DATE: MARCH 21, 1940
RECORDING NO.: IN BOOK 546, PAGE 520, OFFICIAL RECORDS
AFFECTS: THE POWER LINE IS TO BE LOCATED ALONG A LINE PARALLEL WITH AND 49 FEET EAST OF THE WEST LINE OF SAID LOT 7; ALSO, ALONG A LINE 202 FEET NORTH OF THE SOUTH LINE OF SAID LOT AND EXTENDING FROM THE WEST LINE OF SAID LOT EASTERLY TO A POINT TO FEET EAST OF ABOVE DESCRIBED POWER LINE.

LEGAL DESCRIPTION:

A RE-SUBDIVISION OF THE FOLLOWING:

PARCEL 1:
THE SOUTH 200 FEET OF THE WEST 102 FEET OF BLOCK 7, BRAWLEY SUBDIVISION NO. 1 IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 56 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING EAST OF THE WEST BOUNDARY OF LAND DESCRIBED IN DEED TO JOHN E. KEATON ET UX., RECORDED MAY 4, 1962 IN BOOK 1110, PAGE 73 OF OFFICIAL RECORDS.

PARCEL 2:
THAT PORTION OF BLOCK 7, BRAWLEY SUBDIVISION NO. 1 IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 56 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 7, 146 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 7; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 200 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE THEREOF 52 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 200 FEET; THENCE EAST ALONG THE SOUTH LINE THEREOF 52 FEET TO THE POINT OF BEGINNING.

PLANNING DIRECTOR'S STATEMENT

I, GORDON R. GASTIE, HEREBY STATE THAT THIS PARCEL MAP COMPLES WITH THE TENTATIVE OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AS APPROVED BY THE PLANNING COMMISSION.

GORDON R. GASTIE, PLANNING DIRECTOR
CITY OF BRAWLEY

ALMA DENAVIDES, CITY CLERK
CITY OF BRAWLEY

CITY CLERK'S CERTIFICATE:

I, ALMA DENAVIDES, CITY CLERK OF THE CITY OF BRAWLEY, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL IN AND FOR THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, HAVE APPROVED THIS PARCEL MAP, CONSISTING OF TWO SHEETS, AS THE OFFICIAL MAP OF THIS PARCEL.

DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE RULES AND REGULATIONS OF THE BOARD OF CHURCHILL COUNTY, CALIFORNIA, LIMITED LIABILITY COMPANY, ON MARCH 20, 2019. HEREBY STATE THAT SAID PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, I, HEREBY STATE THAT ALL MONUMENTS SHOWN ON THIS MAP ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____

DAVID BELTRAN L.S. 8482



ACTING CITY SURVEYOR'S STATEMENT:

I, MAURICIO LAM, ACTING CITY SURVEYOR OF THE CITY OF BRAWLEY, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF LOCAL ORDINANCES AND THE REQUIREMENTS OF CHAPTER 2, DIVISION 2, TITLE 7 OF GOVERNMENT CODE OF THE STATE OF CALIFORNIA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

MAURICIO LAM, PLS 8440
ACTING CITY SURVEYOR



COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2019, AT _____ IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF DYNAMIC CONSULTING ENGINEERS, INC.

FEE: _____

DOCUMENT: _____
CHUCK STOREY, COUNTY RECORDER

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS PARCEL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL, IN SUPPORT OF THIS PARCEL MAP:

TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. _____
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____
TITLE: OWNER'S CERTIFICATE INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____

OWNER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP; THAT I CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP; AND THAT I OFFER FOR DEDICATION TO PUBLIC USE ANY STREETS, HIGHWAYS, PARKS AND OTHER PUBLIC WAYS AND EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

CALIPATRIA RENTALS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Carlos Vasquez DATE: 6-24-19

TITLE: Owner

NOTARY ACKNOWLEDGEMENTS

STATE OF California
COUNTY OF Imperial
ON June 24th 2019 BEFORE ME, Theresa Marie Flores
Carlos Vasquez, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

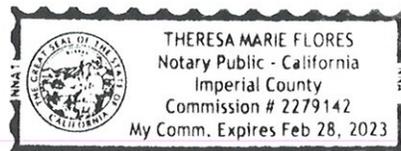
WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
SIGNATURE

PRINT NAME Theresa Flores

PLACE OF BUSINESS: 760 Fis Ave Holtville CA 92252

COMMISSION EXPIRATION DATE: Feb 28 2023



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

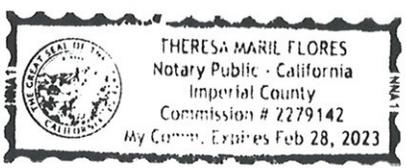
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Imperial }

On June 24th 2019 before me, Theresa Marie Flores, Notary Public.
Date Here Insert Name and Title of the Officer

personally appeared Carlos Vasquez
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Owners Certificate
Document Date: June 24th 2019 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[X] Other:
Signer is Representing:

CLTA SUBDIVISION

Guarantee Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

7101908748

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Company
1425 Main Street
El Centro, CA 92244

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

ISSUING OFFICE:
Title Officer: Stacey Benner Chicago Title Company 1425 Main Street El Centro, CA 92244 Phone: (760)335-3125 Fax: (760)353-1307 Main Phone: (760)352-2011 Email: stacey.benner@ctt.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$1,000.00	\$500.00	Stacey Benner

Date of Guarantee: June 21, 2019 at 12:00 AM

1. Name of Assured: Calipatria Rentals, LLC, a California limited liability company
2. Subdivision Map Reference: 1525 & 1537 C Street, Brawley, CA 92227
3. The map referred to above recites that it is a subdivision of the following described Land:

For APN/Parcel ID(s): 047-240-022-000 and 047-240-044-000

PARCEL 1:

THAT PORTION OF BLOCK 7, BRAWLEY SUBDIVISION NO. 1 IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 56 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 7, 146 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 7; THENCE NORTH, PARALLEL WITH THE EAST LINE THEREOF 200 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE THEREOF 52 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 200 FEET; THENCE EAST ALONG THE SOUTH LINE THEREOF 52 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTH 200 FEET OF THE WEST 102 FEET OF BLOCK 7, BRAWLEY SUBDIVISION NO. 1 IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 56 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING EAST OF THE WEST BOUNDARY OF LAND DESCRIBED IN DEED TO JOHN E. KEATON ET UX., RECORDED MAY 4, 1962 IN BOOK 1110, PAGE 73 OF OFFICIAL RECORDS.

ALSO, EXCEPTING THEREFROM ANY MOBILE HOME OR TRAILER ON SAID LAND.

SCHEDULE A

(continued)

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Calipatria Rentals, LLC, a California limited liability company - Owner

I.V. Community Development LLC - Beneficiary

Tina Carroll, Trustee of The Tina Carroll 2015 Trust dated June 16, 2015 - Beneficiary

END OF SCHEDULE A

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 7/16/2019

City Manager: 

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

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

SUBJECT: Amendment No. 2 to City of Brawley Professional Services Agreement with LC Engineering Consultants, Inc. - Plan Check Review Services for Victoria Park Subdivision, Unit No. 3A

CITY MANAGER RECOMMENDATION: Approve the proposed amendment in the amount of \$2,500 and total contract not to exceed value of \$31,500.

DISCUSSION: LC Engineering Consultants was engaged to perform Plan Check Review Services associated with Offsite Improvements for Victoria Park Subdivision, Unit No. 3. The Developer has submitted improvement plans for Unit 3A for plan check review. The City offered and the Developer agreed to be financially responsible for continued performance of expedited Plan Check Review Services. As such, the Developer will deposit \$2,500 with the City of Brawley.

Improvement plans typically require multiple reviews prior to a municipality's approval. The proposed plan check fee assumes a maximum of three submittals to accomplish the approval recommendation. Should the number of plan check reviews exceed the proposed number of events for reasons not attributable to the Consultant or the City, thence the subsequent reviews will be billed on a Time and Materials Basis for the extended time of the services.

In the interest of allowing continued expeditious review, an additional \$2,500 in authorization is requested from the City Council.

FISCAL IMPACT: Up to an additional \$2,500 and a total not to exceed sum of \$31,500 for which 100% developer reimbursed cost recovery will be achieved

ATTACHMENT: Amendment No. 2

**AMENDMENT NO. 2
TO CONTRACT
FOR
PLAN CHECK REVIEW SERVICES FOR VICTORIA PARK UNIT NO. 3A, AND REVIEW OF CONSTRUCTION ESTIMATES
FOR ON-SITE IMPROVEMENTS FOR MALAN PARK PROJECTS IN BRAWLEY, CA
DATE: July 16, 2019**

The Parties to this Amendment No. 2 to the Contract are the City of Brawley (City) and LC Engineering Consultants Inc. (Consultant).

RECITALS

As part of the original Scope of Work, Consultant is to provide Plan Check Review Services for Victoria Park Unit No. 3 project in Brawley, CA.

Amendment No. 2 consists of continued Professional Engineering Services, for plan check review for Victoria Park Unit No. 3A, and review of Construction Estimates for On-Site Improvements for Malan Park projects in Brawley, CA.

THE PARTIES AGREE:

- 1.0 The Scope of Works is revised as follows: The Consultant will provide continued professional engineering services and plan check review for Victoria Park Unit No. 3A, and review of Construction Estimates for On-Site Improvements for Malan Park projects in Brawley, CA. The Improvement plans and reports will be reviewed for conformance with the approved tentative parcel map and tentative parcel map conditions of approval. The review of the improvement plans and reports will occur iteratively until such time as the improvement plans and reports are considered complete by the City of Brawley. Malan Park Cost Estimate will be reviewed and compared with the cost estimate prepared by LC Engineering and the improvement plans.
- 2.0 The consultant shall perform improvement plan and report review not exceed \$2,500 for this Amendment. The consultant shall inform the City of Brawley prior to the expiration of this amount and not proceed with further plan check work until authorized by the City of Brawley.
- 3.0 Additional funds for Consultant to cover the continued plan check and report review shall not exceed \$2,500.00 for this Amendment and will not exceed Thirty-One Thousand, Five Hundred (\$31,500.00) Dollars for this project.
- 4.0 The revised maximum amount of the Agreement, which includes the amount of this Amendment, shall not exceed Thirty-One Thousand, Five Hundred (\$31,500.00) Dollars for this project.
- 5.0 All other terms, conditions and stipulations contained in the original Contract shall remain in effect.

DATED: _____, 2019

CITY OF BRAWLEY

By: _____
Rosanna B. Moore, City Manager

LC Engineering Consultants, Inc.

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

ATTEST:

By: _____
Alma Benavides, City Clerk

**AMENDMENT NO. 2
TO CONTRACT
FOR
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DATED: _____, 2019

CITY OF BRAWLEY

By: _____
Rosanna B. Moore, City Manager

LC Engineering Consultants, Inc.

ATTESTS:

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

By: _____
Alma Benavides, City Clerk

July 1, 2019

CITY OF BRAWLEY

Att'n.: Guillermo Sillas, P.E.
Public Works Director/City Engineer
180 S. Western Ave.
Brawley, CA 92227
Ph: (760) 344-5800 Ext 19
Fax: (760) 344-5612

**SUBJECT: PLANCHECK REVIEW SERVICES FOR VICTORIA PARK UNIT NO. 3A,
AND REVIEW OF CONSTRUCTION ESTIMATES FOR ON-SITE IMPROVEMENTS
FOR MALAN PARK PROJECTS IN BRAWLEY, CA.**

Dear Mr. Sillas:

By these means, I am submitting for your consideration our cost proposal to provide the City of Brawley with our Plan-check Review Services for the above noted project.

The plans to be reviewed consist of a series of sheets depicting a portion of the approved plans for Unit #3. Said series of exhibits will depict the required improvements as a minimum to be constructed such that the proposed Unit 3A will function effectively and provide the required public services provided by the city including but not limited to: water, sewer, storm drain, grading improvements among others.

Said Unit 3A consists of the construction for a subdivision with approximately 32 lots, and their required streets to access said lots and as part of the circulation plan for said subdivision. The project includes Grading, Street, Water and Sewer Improvements and their interfacing with the existing infrastructure and adjacent streets and lots within the subdivision and area.

Our proposal includes the review of the revised On-Site Improvements Engineer's Opinion of Probable Cost with the modifications explained on letter dated June 14, 2019 submitted to the Director of Public Works by the applicant.

Our Proposed Fee to conduct said Plan-check Review Services is \$2,500.00 (Two Thousand Five Hundred Dollars and 00/100). The proposed Plan-check Review Fee applies to a Maximum of Three Submittals to issue our Recommendation for Approval. Should the number of Plan-check Reviews exceed our proposed number of events for reasons not attributable to LC Engineering Consultants, Inc. (LCE) thence we will bill on a Time and Materials Basis for the extended time to Provide the Services.

Exclusions:

The following documents will be required as part of the development of the project, but are not included as part of this proposal as none of these documents were incorporated as part of the first submittal to the City of Brawley:

- Off-Site Improvements (Street and Grading Improvements and pipelining Improvements for Drain along Wildcat Drive).

At the time the above noted documents are submitted, a separate proposal will be provided to provide with our plan-check review services.

Thank you for allowing LCE to present this proposal and look forward to work with the City of Brawley on this and many other projects in the near future.

Please do not hesitate to contact me should you have any questions on this matter.

Sincerely,
LC ENGINEERING CONSULTANTS, INC.



Mauricio Lam, P.E., P.L.S.
Principal Engineer

cc: Carlos Corrales, P.E., P.L.S. \ LCE
Files

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 7/16/2019

City Manager: 

PREPARED BY: Robert Sawyer, Chief of Police

PRESENTED BY: Robert Sawyer, Chief of Police

SUBJECT: Vehicle Mounted 800 MHz Radios and Associated Equipment for Purchase and Installation in Brawley Police Department Vehicles

CITY MANAGER RECOMMENDATION: Approve the City Council Resolution authorizing the purchase and installation of five vehicle mounted 800MHz radios and associated equipment.

DISCUSSION: The Brawley Police Department currently utilizes unmarked police vehicles for investigators and administrators. These vehicles are used to respond to critical incidents, augment patrol functions and act as mobile command centers. Currently the unmarked police vehicles in the fleet do not have vehicle mounted radios and require personnel to utilize hand-held radios for the purposes of communication. Hand-held radios are not as powerful as vehicle mounted radios and are dependent on frequent charging.

Given the fluid nature of law enforcement, hand-held radios are sometimes left behind in a vehicle, on a charger or at a desk. A vehicle mounted radio is a reliable source of communication that will remain in place and in use long after a hand-held radio's batteries have died.

The San Diego - Imperial County Regional Communication System (RCS) has selected Motorola Solutions as the sole source provider for radio equipment. As such no other manufacturers were considered in this purchase. Further, direct purchase from Motorola Solutions is required as there are no local vendors authorized to sell their products. Installation will be performed by Airwave Communications, the only local Motorola Solutions authorized installation and warranty center.

FISCAL IMPACT: Federal Asset Forfeiture Funds for upfront purchase and installation in the amount of \$18,713.47, fully reimbursable by Homeland Security Investigations State and Local Overtime Fund

ATTACHMENTS:

- 1) Motorola Solutions quote
- 2) Airwave Communications quote
- 3) Email correspondence with Homeland Security Investigations
- 4) Resolution 2019- _____



Customer #: 1035925497 Prepared By Garrett Parker
 Quote Number #: 662019 Email garrett.parker@motorolasolutions.com

Phone 312-438-8183

Date: 6/6/2019
 Effective To: 9/6/2019

Prepared For: Brawley Police Department
 Company:
 Phone:
 Email:

Bill to 351 Main St
 Address: Brawley, CA 92227

Line	Part	Description	Unit Price	Quantity	Contract Price	Price
1	5	M22URSS9PW1N				
		APX4500 7/800	\$ 1,564.00	977.50	\$ 4,887.50	
1b	5	QA02812	\$ 2,070.00	1,293.75	\$ 6,468.75	
		ADD: P25 9600 TRUNKING W/INTEROPER				
1c	5	GA00580	\$ 450.00	281.25	\$ 1,406.25	
		ADD: TDMA OPERATION				
1d	5	G24	\$ -	-	\$ -	
		ADD: 3Y ESSENTIAL SERVICE				
1e	5	G142	\$ -	-	\$ -	
		ADD: NO SPEAKER NEEDED				
1g	5	GA00804AA	\$ 492.00	307.50	\$ 1,537.50	
		ADD: APX O2 CONTROL HEAD (Grey)				
1h	5	G444	\$ -	-	\$ -	
		ADD: APX CONTROL HEAD SOFTWARE				
1i	5	G66	\$ 125.00	78.13	\$ 390.63	
		ADD: DASH MOUNT O2 WWMM				
1j	5	G335	\$ 14.00	8.75	\$ 43.75	
		ADD: ANT 1/4 WAVE 762-870MHZ				
1k	5	W22	\$ 72.00	45.00	\$ 225.00	
		ADD: STD PALM MICROPHONE APX				
1l	5	GA00226AA	\$ 75.00	46.88	\$ 234.38	
		ADD: GPS ANTENNA				
1m	5	G9968D	\$ 100.00	62.50	\$ 312.50	
		ADD: PROGRAMMING OVER P25 (OTAP)				
Tax					\$ 1,201.73	\$ -
					\$ 1,201.73	\$ 1,201.73



- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead Note: Purchase Requisitions
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be Issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order
 - >Be in a Non-Editable Format
 - >Identify Tax Exemption Status (where applicable)
 - >Include a Signature (as Required)
- Applicable tax not included.

Robert Sawyer

From: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>
Sent: Friday, July 5, 2019 8:40 AM
To: Robert Sawyer
Subject: FW: SLOT funding

Approved! See message below from Charlie.

Have a great weekend.

-Stew

Sent with BlackBerry Work
(www.blackberry.com)

From: Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>
Date: Friday, Jul 05, 2019, 8:38 AM
To: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>
Cc: Harvey, Michael W <Michael.W.Harvey@ice.dhs.gov>, Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>, Breslin, Michael G <Michael.G.Breslin@ice.dhs.gov>
Subject: RE: SLOT funding

Stew,

Your request has been approved by Tim Durst.

Please ensure they purchase the equipment and invoice us as soon as possible; the Fiscal Year End is approaching.

Thanks,

Charlie Arensman
Asset Forfeiture Specialist
Homeland Security Investigations
San Diego, California
Email: Charles.A.Arensman2@ice.dhs.gov
Office: 619-436-0559
Cell: 619-576-1123

From: Harvey, Stewart
Sent: Wednesday, July 3, 2019 3:47 PM
To: Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>
Cc: Harvey, Michael W <Michael.W.Harvey@ice.dhs.gov>
Subject: FW: SLOT funding

Charlie,

ASAC Durst mentioned OCSO backed out of buying \$50k in equipment. If that is still the case, would it be possible to purchase the equipment below for Brawley Police Department?

Thank you,

Stew

From: Robert Sawyer <RSawyer@brawley-ca.gov>

Date: Wednesday, Jul 03, 2019, 1:56 PM

To: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>

Subject: SLOT funding

Group Supervisor Harvey,

Per our discussion I would respectfully like to inquire about the use of SLOT funds to purchase five vehicle mounted radios for our investigators and administrators to assist with investigations. The total cost of the purchase and installation was determined to be \$18,713.47. Additionally, we would ask to use SLOT funds to purchase eight ALPR/surveillance cameras to assist in crime reduction and locating vehicles of interest. The total cost of the purchase and installation is \$32,000.00.

Please let me know if these are approved purchases and if SLOT funds would be available for reimbursement. Thank you for your consideration of this matter.

Robert

Robert Sawyer
Chief of Police
Brawley Police Department
(760) 351-2648
rsawyer@brawley-ca.gov

CONFIDENTIALITY NOTICE: This communication with its content may contain legally privileged and/or confidential information. It is solely for the use of the individual or entity named within the message. Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA IDENTIFYING MOTOROLA SOLUTIONS AND AIRWAVE COMMUNICATIONS AS THE SOLE PROVIDERS AND AUTHORIZING THE PURCHASE AND INSTALLATION OF VEHICLE MOUNTED RADIOS FOR THE BRAWLEY POLICE DEPARTMENT IN THE AMOUNT OF \$18,713.47 TO BE 100% REIMBURSED BY HOMELAND SECURITY INVESTIGATIONS (HSI).

WHEREAS, the Brawley Police Department regularly arrests individuals suspected of committing crimes; and

WHEREAS, the Brawley Police Department does not currently have vehicle mounted radios in the unmarked vehicles utilized by investigator and administrators; and

WHEREAS, communication plays a vital role in public safety; and

WHEREAS, Motorola Solutions is the sole source provider of radio equipment for the Brawley Police Department and the San Diego - Imperial County Regional Communications System; and

WHEREAS, Airwave Communications is the only Imperial County-based company certified as a Motorola Solutions authorized installation and warranty center, 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 committed to reimbursing the Brawley Police Department for the full purchase and installation costs associated with the equipment purchased from Motorola Solutions; and

WHEREAS, the initial purchase will be accomplished as a Federal Asset Forfeiture expenditure from the FY 2019/20 Police Department Budget with 100% reimbursement by HSI.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on July 16, 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 16th day of July 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

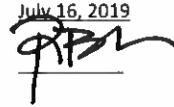
DATED: July 16, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: July 16, 2019

City Manager:



PREPARED BY: Andy Miramontez, Associate Civil Engineer

PRESENTED BY: Guillermo Sillas, Public Works Director

SUBJECT: Contract Change Order No. 001 to Contract 2019-01a: Re-Advertisement of Rio Vista Avenue Asphalt Rehabilitation (Construction) in the Amount of \$0 and a Contract Time Extension

CITY MANAGER RECOMMENDATION: Authorize Contract Change Order No. 001 to Contract 2019-01a: Rio Vista Avenue Asphalt Rehabilitation (Construction) in the amount of \$0.00 and contract time extension of 7 calendar days to Aggregate Products Inc. and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: The City of Brawley issued Contract No. 2019-01a: Rio Vista Avenue Asphalt Rehabilitation (Construction) to Aggregate Products Inc. in the amount of \$149,987.00. The project has encountered unforeseen conditions that require the contract change as follows:

1 – **Contract Time Extension:** The contractor has requested a time extension of 7 calendar days due to the manufacturer's recommendation regarding placement of the traffic striping paint. The manufacturer's recommendation is to allow a minimum of 14 days for new asphalt concrete to cure prior to the installation of the traffic striping paint to maximize adhesion and durability of their product.

The Contractor will be paid the agreed price upon completion of the work. The above listed prices include full compensation for all labor, materials, tools and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works. The contract amount remains at \$149,987.00.

The document shall become an Amendment to the Contract and all provisions of the Contract shall apply thereto.

FISCAL IMPACT: None

ATTACHMENTS: Change Order No. 001



CONTRACT CHANGE ORDER

Date: July 16, 2019	Project Name: Readvertisement of Rio Vista Avenue Asphalt Rehabilitation (Construction)
To: Aggregate Products Inc. 100 West Brawley Avenue Salton Sea Beach, CA 92274	Contractor: Aggregate Products Inc.
Attn.: John Velez	Contract No.: 2019-01a
	Change Order No.: 1
	Schedule: 1
	Subject: Time Extension

Description and Justification of Change in Scope:

(1) **Contract Time Extension:** The contractor has requested a time extension of 7 calendar days due to the manufacturer's recommendation on placement of the traffic striping paint. The manufacturer's recommendation is to allow a minimum of 14 days for new asphalt concrete to cure prior to the installation of the traffic striping paint to maximize adhesion and durability of their product.

Cost Estimate for the Above:

Schedule 1

Item	Description	Qty	Unit	Unit Price	Total
				TOTAL:	\$0.00

The contractor will be paid the agreed upon price upon completion of the work. The above list prices includes full compensation for all labor, materials tools and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works. Specifications, where pertinent and not in conflict with the above shall apply to these changes.

The contract completion date is increased by 7 Calendar Day(s). Contract completion date is **July 12, 2019**. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE: \$0.00

Current Contract amount:	\$149,987.00
Amount of Change:	\$0.00
New Contract amount:	\$149,987.00

Date: July 16, 2019	Project Name: Re-advertisement of Rio Vista Avenue Asphalt Rehabilitation (Construction)
To: Aggregate Products Inc. 100 West Brawley Avenue Salton Sea Beach, CA 92274	Contractor: Aggregate Products Inc.
	Contract No.: 2019-01a
	Change Order No.: 1
Attn.: John Velez	Schedule: 1
	Subject: Time Extension

Description and Justification of Change in Scope:

(1) **Contract Time Extension:** The contractor has requested a time extension of 7 calendar days due to the manufacturer’s recommendation on placement of the traffic striping paint. The manufacturer’s recommendation is to allow a minimum of 14 days for new asphalt concrete to cure prior to the installation of the traffic striping paint to maximize adhesion and durability of their product.

Cost Estimate for the Above:

Schedule 1

Item	Description	Qty	Unit	Unit Price	Total
TOTAL:					\$0.00

The contractor will be paid the agreed upon price upon completion of the work. The above list prices includes full compensation for all labor, materials tools and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works. Specifications, where pertinent and not in conflict with the above shall apply to these changes.

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TOTAL ADDITIVE CHANGE: \$0.00

Current Contract amount:	\$149,987.00
Amount of Change:	\$0.00
New Contract amount:	\$149,987.00

CITY OF BRAWLEY:

City: _____
Construction Manager _____ Date

City: _____
Director of Public Works _____ Date

City: _____
City Manager _____ Date

City: _____
Director of Finance _____ Date

CONTRACTOR:

Accepted By: _____

Date: _____

Title: _____



GENERAL ENGINEERING LIC. NO. 698013

VIA E-MAIL: amiramontez@brawley-ca.gov
ORIGINAL BY MAIL

July 2, 2019

Mr. Andy Miramontez P.E.
City Engineer
City of Brawley
180 South Western Ave.
Brawley, CA 92227

Re: Rio Vista Ave. Asphalt Rehabilitation Specification No. 2019-01A
Paint Cure Time Extension of Working Days

Dear Andy:

The paint product data sheet recommends allowing the new asphalt surfacing time to cure a minimum of 14 days prior to paint application thereby obtaining maximum adhesion and durability. Therefore please extend to number of working days by 16 with the final day as July 12, 2019.

Thank you for your time and consideration to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "John Velez".

John Velez

EF Series

Fast Dry Waterborne Traffic Paint

PRODUCT DATA APPROVED

013

Chadley 7/3/14

Product Type: Standard Fast Dry Waterborne
Product Code: PTWB01WH PTWB01YLF
Product Color: White Lead Free Yellow Black
Description: WB WHT CA PTWB-01 WB YEL CA PTWB-01 WB BLK CA PTWB-01
Specification: Meets Caltrans PTWB-01R2 and performance of Federal Spec TT-P-1952E
Effective Date: April 15, 2013

CITY OF BRAWLEY
PUBLIC WORKS DEPT.

Product Description:

A user friendly, high solids, fast drying waterborne traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a water reducible paint, and quickly dries to a no track condition. This paint meets Caltrans PTWB-01R2 and the performance properties of TT-P-1952E Types I & II.

Product Advantages:

- Non-flammable and below 100 VOC
- Product reduces and cleans up with water
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping in parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

Physical Characteristics:

% Total solids/weight:	W=75-79, Y/B=74-78
% Total Non-Volatile Vehicle:	42% minimum
Weight % Pigment Solids:	W= 58-62, Y/B=56-60
Viscosity in Krebs Units:	80-90
White Reflectance (Y value):	87 minimum
TiO2 in white:	1 lb. minimum
Hiding at 5 mils wet, white:	0.93 minimum
Hiding at 5 mils wet, yellow:	0.89 minimum
Hiding at 5 mils wet, black:	0.99 minimum
VOC in grams per liter:	100 maximum
Density, white:	1.64 – 1.72
Density, yellow:	1.59 – 1.67
Density, black:	1.58 – 1.66

Dry Time: Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 2 minutes when applied at the weather conditions above.

Limitations: Applying a test strip to determine dry to no-pickup time when the humidity is higher than 65%. Cone whenever necessary.

- Do not heat paint in striping system above 110°F.
- Do not apply when temperatures are below 50 F.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with water and then use immediately.
- Do not apply if temperature is expected to fall below freezing for 6 hours after application.

The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.



COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: July 16, 2019

CITY MANAGER:



PREPARED BY: Tyler Salcido, Finance Director

PRESENTED BY: Tyler Salcido, Finance Director

SUBJECT: City Council Resolution Authorizing Designated City Officials as Authorized Signers of City Monies Currently Held by Financial Institutions

CITY MANAGER RECOMMENDATION: Approve City Council Resolution.

DISCUSSION: The City of Brawley currently holds checking and saving accounts, certificates of deposit, and other investment instruments at multiple financial institutions. The authorized signers of record for these monies are outdated and need updating. In order to conduct the City's customary business and effectively manage the cash and investments of the City, City Council action designates and authorizes signers of City monies currently held at these financial institutions.

FISCAL IMPACT: None

ATTACHMENTS: Resolution 2019-

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF
BRAWLEY AUTHORIZING DESIGNATED CITY OFFICIALS AS
AUTHORIZED SIGNERS OF CITY MONIES CURRENTLY HELD BY
FINANCIAL INSTITUTIONS**

WHEREAS, City of Brawley has the authority to invest and reinvest City funds pursuant to State of California Government Code Sections 53607 and 53608; and

WHEREAS, the City of Brawley invests and reinvests City funds in conformance with the City Council approved City of Brawley Investment Policy; and

WHEREAS, the City of Brawley currently holds checking and savings accounts, certificates of deposit (CDs) and other investment instruments at multiple financial institutions; and

WHEREAS, the authorized signers of record at these financial institutions are currently outdated and in need of update to enable performance of the City's normal course of business.

NOW, THEREFORE, BE IT RESOLVED that the following City Officials shall be designated as Authorized Signers:

Rosanna Bayon Moore	City Manager
William S. Smerdon	City Treasurer
Tyler Salcido	Finance Director
Tony Godinez	Assistant Finance Director

APPROVED, PASSED AND ADOPTED at a regular meeting held on the 16th day of July, 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 16th day of July 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: July 16, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 7/16/2019

City Manager: 

PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: County of Imperial Authorization to Administer and Enforce Underground Storage Tank and Water Well Regulations Within Brawley City Limits.

CITY MANAGER RECOMMENDATION: Approve City Council Resolution.

DISCUSSION: The County of Imperial has enacted Divisions 11 and 21 of Title 9 of its Codified Ordinances, which regulate Underground Storage Tanks and Water Wells, respectively. Division 11 of Title 9 of the County's Codified Ordinances explicitly grants authority to the County's Planning and Development Services Department to regulate Underground Storage Tanks in both the unincorporated and incorporated areas of the County.

The City of Brawley does not currently regulate Underground Storage Tanks or Water Wells that are located within City limits. The County has requested that the City grant it authority to regulate Underground Storage Tanks and Water Wells within City limits. The intent is to ensure that such activities comply with applicable Health and Safety Standards, to the extent that such regulation does not conflict with the regulatory responsibilities of the Certified Unified Program Agency ("CUPA"), or any other State or federal public agency with jurisdiction over Underground Storage Tanks and Water Wells.

The City of Brawley recognizes that the County of Imperial possesses the resources and expertise to regulate Underground Storage Tanks and Water Wells located within City limits and is the most qualified local public agency to undertake these tasks.

The City of Brawley Development Services Department and Public Works Department recommend approval of the approved resolution.

FISCAL IMPACT: N/A

ATTACHMENT: City Council Resolution

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AUTHORIZING THE COUNTY OF IMPERIAL TO ADMINISTER AND
ENFORCE UNDERGROUND STORAGE TANK AND WATER WELL REGULATIONS
WITHIN BRAWLEY CITY LIMITS.**

WHEREAS, the County of Imperial ("County") has enacted Divisions 11 and 21 of Title 9 of its Codified Ordinances, which regulate Underground Storage Tanks and Water Wells, respectively; and

WHEREAS, Division 11 of Title 9 of the County's Codified Ordinances explicitly grants authority to the County's Planning and Development Services Department to regulate Underground Storage Tanks in both the unincorporated and incorporated areas of the County; and

WHEREAS, the City of Brawley ("City") does not currently regulate Underground Storage Tanks or Water Wells that are located within City limits; and

WHEREAS, the County has requested that the City grant it authority to regulate Underground Storage Tanks and Water Wells within City limits in order to ensure that such activities comply with applicable Health and Safety Standards, to the extent that such regulation does not conflict with the regulatory responsibilities of the Certified Unified Program Agency ("CUPA"), or any other State or federal public agency with jurisdiction over Underground Storage Tanks and Water Wells; and

WHEREAS, the City recognizes that the County possesses the resources and expertise to regulate Underground Storage Tanks and Water Wells located within City limits and is the most qualified local public agency to undertake these tasks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The above recitals are true, correct, and adopted.
2. The County of Imperial is authorized to regulate Underground Storage Tanks and Water Wells within Brawley City limits, in conformance with Divisions 11 and 21 of the County's Codified Ordinances, to the extent that such regulation does not conflict with the regulatory responsibilities of CUPA, or any other State or federal public agency with jurisdiction over Underground Storage Tanks and Water Wells, and in adherence to applicable State and federal laws, regulations, rules, policies, and procedures.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on July 16, 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 16th day of July 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: July 16, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: July 16, 2019

City Manager:



PREPARED BY: Tyler Salcido, Finance Director

PRESENTED BY: Tyler Salcido, Finance Director

SUBJECT: WEX Bank Fuel Cards and Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

CITY MANAGER RECOMMENDATION: Authorize agreement with WEX Bank for fuel cards and related vehicle fuel management transaction, and payment settlement/processing services, utilizing a piggyback provision of Sourcewell Contract 042016-WEX.

DISCUSSION: The City of Brawley last initiated a Request for Proposals in early 2016 for the supply of motor fuel products (Specification No. 2016-03). The City did not receive any proposals as a result of the invitation to bid at that time. As such, the City is currently utilizing the Pacific Pride Cardlock Fueling Network to supply fueling needs.

The WEX Fleet Card offers universal fuel acceptance including most, if not all, local vendors that sell fuel. The City can tap this opportunity as a result of a piggyback provision in a Sourcewell contract. The City of Brawley is a member of Sourcewell (formerly known as the National Joint Powers Alliance), a municipal contracting agency that operates as a public entity. Sourcewell allows for the City to obtain the most competitive price on each individual fuel purchase.

The proposed program includes an online portal where the City can manage cards and accounts, view transactions in real time, set limits on fuel and service spending, along with detailed reporting and alert options. The program will include a 1% rebate on gross expenditures with credit posted on the next month's invoice. In addition, the City will be exempt from the Federal Excise Tax on all fuel purchases.

FISCAL IMPACT: Anticipated fuel expenditure savings from rebates and pricing

ATTACHMENTS: WEX Bank/Sourcewell Contract and Contract Extension

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

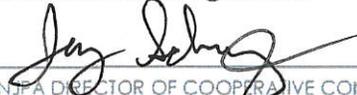
NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO



VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler

(NAME PRINTED OR TYPED)

Executed on May 27, 2016

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

Letter of Agreement To Extend the Contract

Between

WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047

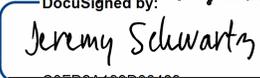
And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20, 2021. All other terms and conditions of the Agreement remain in force.

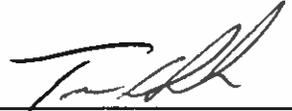
Sourcewell, Formerly National Joint Powers Alliance (NJPA)

By:  _____, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz** _____

Date 6/10/2019 | 5:07 PM CDT

WEX Bank

By:  _____, Its: **President/CEO**

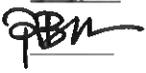
Name printed or typed: **Tim Laukka** _____

Date 6/5/19

APPROVED
By Eleanor Duffus at 10:07 am, Jun 05, 2019

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 7/16/2019

City Manager: 

PREPARED BY: Robert Sawyer, Chief of Police

PRESENTED BY: Robert Sawyer, Chief of Police

SUBJECT: Purchase of Eight Flock Safety License Plate Recognition Cameras and 24 month Software Support for Brawley Police Department

CITY MANAGER RECOMMENDATION: Approve City Council Resolution authorizing the purchase of Flock Safety license plate recognition cameras and software support in the total amount of \$32,000 to be 100% by Homeland Security Investigations.

DISCUSSION: The Brawley Police Department currently participates in the Imperial County Regional Automated License Plate Recognition (ALPR) program, a county-wide program designed to increase public safety through the use of ALPR technology. The initial investment in the program was approximately one million dollars and covered the purchase of two ALPR equipped speed/message trailers and 47 ALPR camera systems to be deployed on patrol vehicles throughout the county. The Imperial County Regional ALPR program is nearing completion of its second year and has accounted for the following:

- 35 stolen vehicles recovered
- 7 vehicles with stolen plates located
- 40 criminal arrests
- Additionally, ALPR information has led to the following:
 - Two murder suspects from Kern County located and arrested
 - Seven shooting suspects arrested
 - One attempted murder and rape suspect arrested
 - Two carjacking suspects arrested
 - Suicidal subject safely located
 - Missing at-risk vehicle identified
 - Numerous items of stolen property recovered and returned
 - 10 kilograms of cocaine, 15 kilograms of methamphetamine and 500 fentanyl pills seized
 - Eight firearms seized including two AR-15 rifles, one Tec-9 and one AK-47 rifle

The Brawley Police Department is looking to expand on the success of the Imperial County Regional ALPR program by adding fixed ALPR cameras in strategic locations within the city and at city limits. Ideally, the Brawley Police Department would purchase fixed ALPR cameras from Vigilant Solution. While a request for federal funding has been made, these solutions estimated costs are \$120,000 for a single eight lane intersection. In an effort to minimize costs, augment the current ALPR cameras and achieve similar results, the Brawley Police Department began considering alternative products from

other vendors. Flock Safety was identified during this search and provides ALPR cameras at a fraction of the cost and with comparable results.

Flock Safety is the sole source provider for solar powered ALPR cameras. This is significant in that several of the right-of-ways within city limits belong to Cal Trans. Cal Trans requires cameras or equipment installed within their rights-of-way to have an independent power source.

Unlike conventional ALPR cameras which are “triggered” by a reflective license plate, Flock Safety cameras are motioned activated and capture all objects within the frame. From there, the license plate data is extracted and assigned to the images. This technology makes it possible for detectives to search for vehicles involved in crimes by license plate number, car type, color and/or timeframe thereby increasing the solvability of crimes occurring in areas where ALPR cameras are deployed.

The Redlands Police Department and Los Angeles Sheriff Department both currently deploy a combination of Vigilant Solutions and Flock Safety ALPR cameras in each respective jurisdiction. Both agencies report a positive impact on crime through the use of these camera systems.

FISCAL IMPACT: Federal Asset Forfeiture Funds for the upfront purchase in amount of \$32,000, fully reimbursable by Homeland Security Investigations State and Local Overtime Fund

ATTACHMENTS:

- 1) Flock Safety quote
- 2) Email correspondence with Homeland Security Investigations
- 3) Resolution 2019-

Flock's Mobile ALPR System - Brawley CA Police Department

www.flocksafety.com



Why Security

In the United States, 87% of nonviolent crime goes unsolved. According to FBI statistics, nationwide, there was an estimated 7,919,035 property crimes in 2016. "Collectively, victims of property crimes suffered losses estimated at \$15.6 billion."

Why Flock

With customers across the United States, Flock is the only company that specializes in affordable ALPR security cameras. We build our own hardware, write our own software, and provide full service for the life of your contract. All of this (and more) is included in your price.

Flock cameras are the only wireless, infrastructure free, license plate reading camera on the market.

The Technology

License Plate Reading

Flock cameras log all vehicular traffic with license plate number, timestamp, and corresponding image to the Flock Cloud. They support vehicles up to 70 MPH and 75 ft ahead and leverage a machine vision algorithm and optical character recognition for license plate detection.

Wireless

Cameras come equipped with solar panels +battery and cellular connections for a discrete and completely wireless installation. Flock can also hook up to existing power sources if preferred.

Data Records

Flock stores all data for 30 days. All data is securely stored with AES256 encryption.

Installation

All installations include a 14ft pole on which to mount the camera. Agencies may also place the camera on an existing pole or utilize a trailer for a more mobile experience.

Day/Night

Flock is able to capture pictures during both day and night. During the day, Flock captures the license plate, make, model, and color of the vehicle. At night, the license plate is captured.

Other Footage Captured

Flock cameras are motion-activated. While the license plate is the primary focus as it is the best evidence to provide to police, the cameras capture motion of all kinds and provide a searchable interface for not only vehicles but pedestrians, bicyclists, and even pets.

Searchable Interface

Agencies can view all footage captured or filter by day/time, camera, or even specific fields including but not limited to: vehicle type, partial or full license plate, resident vs. non-resident, pedestrian, bicyclist, and dog and cat.

Accessing Footage

You own 100% of the data. Flock will not share, sell, or access your data. The footage can be accessed via a web portal.

Hotlist Integration

Flock cameras can integrate with your local hotlist and provide notifications based on a FBI database of over 250,000 license plates of interest such as stolen vehicles, arrest warrants and protection orders. If a vehicle on this list is recorded by your Flock camera, a notification will automatically be sent for a chance to dispatch. Additionally, Flock can work with your department to implement a "custom hotlist" feature at your request.

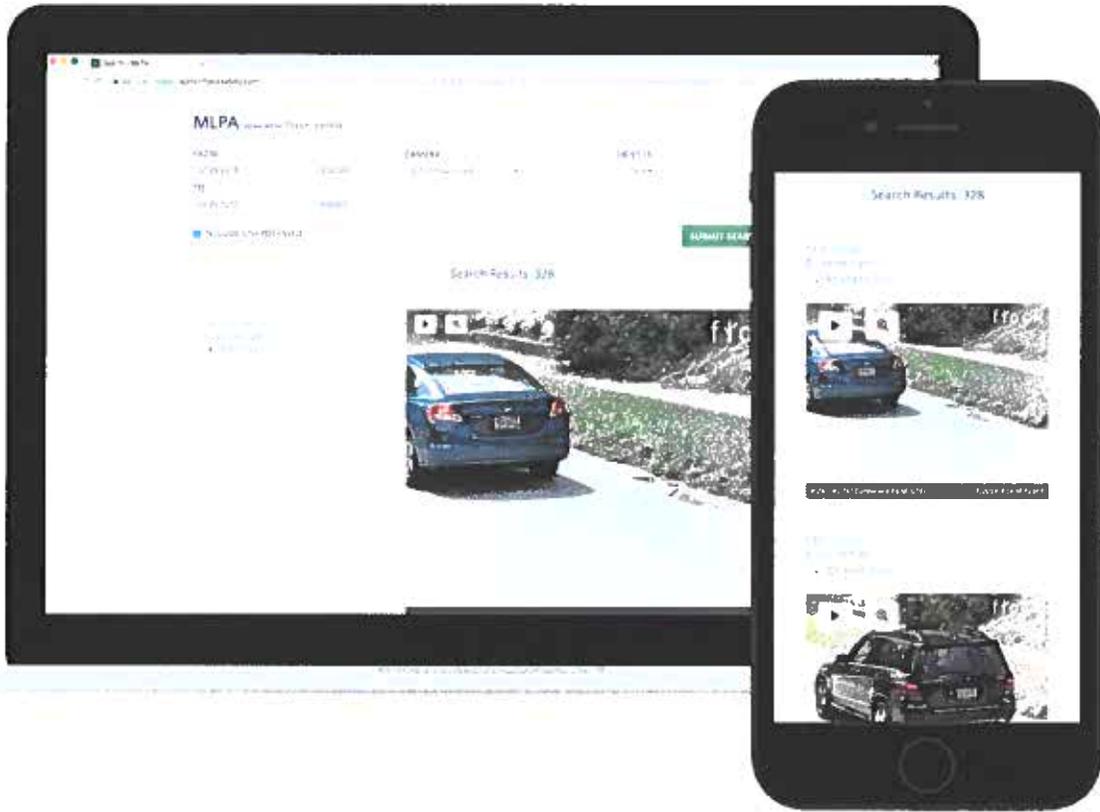
Sample Images

Day and Night Footage

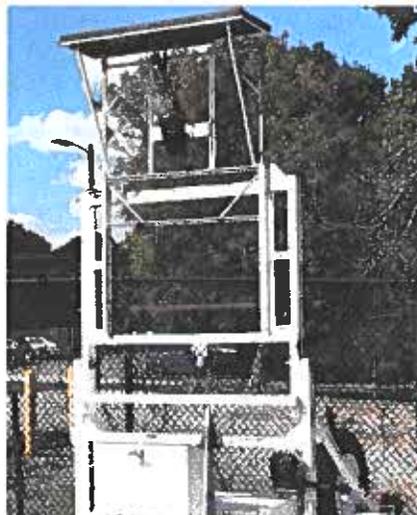
Day time captures license plate, color, make, and model of vehicle. Night time specifically captures license plate.



Accessing Footage



Installation



Key Terms of the Contract

Terms - 24 months

Support - Flock will install and maintain the product over the duration of the contract.

Next Steps -

1. Review proposal
2. Sign Flock purchase order
3. Complete billing setup
4. Introduction to Account Manager who will establish install schedule and be primary point of contact
5. Installation of cameras (4-6 weeks)

Upfront Costs	Price	QTY	Subtotal
Installation	\$500.00	1	\$500.00
Camera Equipment	\$0.00	1	\$0.00
14ft Pole	\$0.00	1	\$0.00
		Subtotal	\$500.00
		Installation Discount (100%)	-\$500.00
		Total	\$0.00

Annual Fees	Price	QTY	Subtotal
Flock	\$2,000.00	1	\$2,000.00
Software, Hosting, Cellular, Maintenance/Support			
		Subtotal	\$2,000.00
		Total Annual Fee:	\$2,000.00

May 29, 2019

This proposal expires in 30 days.

Robert Sawyer

From: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>
Sent: Friday, July 5, 2019 8:40 AM
To: Robert Sawyer
Subject: FW: SLOT funding

Approved! See message below from Charlie.

Have a great weekend.

-Stew

Sent with BlackBerry Work
(www.blackberry.com)

From: Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>
Date: Friday, Jul 05, 2019, 8:38 AM
To: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>
Cc: Harvey, Michael W <Michael.W.Harvey@ice.dhs.gov>, Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>, Breslin, Michael G <Michael.G.Breslin@ice.dhs.gov>
Subject: RE: SLOT funding

Stew,

Your request has been approved by Tim Durst.

Please ensure they purchase the equipment and invoice us as soon as possible; the Fiscal Year End is approaching.

Thanks,

Charlie Arensman
Asset Forfeiture Specialist
Homeland Security Investigations
San Diego, California
Email: Charles.A.Arensman2@ice.dhs.gov
Office: 619-436-0559
Cell: 619-576-1123

From: Harvey, Stewart
Sent: Wednesday, July 3, 2019 3:47 PM
To: Arensman, Charles A <Charles.A.Arensman2@ice.dhs.gov>
Cc: Harvey, Michael W <Michael.W.Harvey@ice.dhs.gov>
Subject: FW: SLOT funding

Charlie,

ASAC Durst mentioned OCSD backed out of buying \$50k in equipment. If that is still the case, would it be possible to purchase the equipment below for Brawley Police Department?

Thank you,

Stew

From: Robert Sawyer <RSawyer@brawley-ca.gov>
Date: Wednesday, Jul 03, 2019, 1:56 PM
To: Harvey, Stewart <Stewart.Harvey@ice.dhs.gov>
Subject: SLOT funding

Group Supervisor Harvey,

Per our discussion I would respectfully like to inquire about the use of SLOT funds to purchase five vehicle mounted radios for our investigators and administrators to assist with investigations. The total cost of the purchase and installation was determined to be \$18,713.47. Additionally, we would ask to use SLOT funds to purchase eight ALPR/surveillance cameras to assist in crime reduction and locating vehicles of interest. The total cost of the purchase and installation is \$32,000.00.

Please let me know if these are approved purchases and if SLOT funds would be available for reimbursement. Thank you for your consideration of this matter.

Robert

Robert Sawyer
Chief of Police
Brawley Police Department
(760) 351-2648
rsawyer@brawley-ca.gov

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RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA IDENTIFYING FLOCK SAFETY AS THE SOLE PROVIDER AND AUTHORIZING THE PURCHASE AND INSTALLATION OF SOLAR POWERED AUTOMATED LICENSE PLATE RECOGNITION CAMERAS FOR THE BRAWLEY POLICE DEPARTMENT IN THE AMOUNT OF \$32,000.00 TO BE 100% REIMBURSED BY HOMELAND SECURITY INVESTIGATIONS (HSI).

WHEREAS, the Brawley Police Department currently participates in the Imperial County Regional Automated License Plate Recognition (ALPR) program; and

WHEREAS, ALPR technology is an important tool in law enforcement's tool chest which has had significant impacts on crime in Imperial County; and

WHEREAS, ALPR technology enhances enforcement and investigative capabilities by vastly improving efficiency and effectiveness in identifying vehicles of interest among the hundreds or thousands observed during routine patrol; and

WHEREAS, the Brawley Police Department does not currently utilize any fixed ALPR equipment;

WHEREAS, Flock Safety is the sole source provider of solar powered fixed ALPR equipment; 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 committed to reimbursing the Brawley Police Department for all costs associated with the equipment purchased from Flock Safety; and

WHEREAS, the initial purchase will be accomplished as a Federal Asset Forfeiture expenditure from the FY 2019/20 Police Department Budget with 100% reimbursement by HSI.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on July 16, 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 16th day of July 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: July 16, 2019

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 07/16/2019

City Manager: 

PREPARED BY: Ana Gutierrez, Labor Compliance/Contracts Officer

PRESENTED BY: Guillermo Sillas, Public Works Director

SUBJECT: Approval of Amendment No. 10 to Humane Society of Imperial County Agreement for Continued Animal Sheltering Services

CITY MANAGER RECOMMENDATION: Approve Amendment No. 10 and authorize the City Manager to execute all documentation in relation to this Contract to extend the sheltering services for two years.

DISCUSSION: On July 13, 2009, the City of Brawley entered into an Agreement with the Imperial County Humane Society. The services have been extended annually via contract amendments.

The Humane Society proposed an increase last fiscal year due to the City's overall volume of animals, number of stray holds, housing and care costs. At the City's request, it was agreed that an increase would be sought in the subsequent cycle. The Humane Society letter dated April 19, 2019 informs the City of a \$1,000 per month increase for a monthly charge of \$6,000, and a total annual charge of \$72,000. Amendment No. 10 extends the Agreement to August 10, 2021.

The City operates an active and highly responsive animal control services program, has developed a strong working relationship with the Humane Society and depends on the housing solution offered. Staff recommends continuance of animal sheltering services provided by the Imperial County Humane Society for an additional two years.

City staff proposes the extension of the existing contract in an amount not to exceed \$72,000 per year.

FISCAL IMPACT: \$72,000.00 - FY 2019/2020 General Fund Budget for Animal Control

ATTACHMENTS: Amendment and Humane Society Correspondence

**AMENDMENT NO. 10
TO CONTRACT
IMPERIAL COUNTY HUMANE SOCIETY**

DATE: July 16, 2019

This amendment is entered this 16th day of July 2019 between the City of Brawley, a municipal corporation of the State of California ("City") and Imperial County Humane Society ("Contractor"), and

WITNESSETH

WHEREAS, the parties hereto entered an agreement dated July 13, 2009, which sets forth the terms upon which Contractor would provide services to the City.

WHEREAS, the Agreement is scheduled to expire on August 10, 2019; and

WHEREAS, the parties wish to extend the term of the Agreement for an additional year.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein by this reference.
2. Paragraph 2 of the Agreement is amended such that the term of the Agreement will expire on August 10, 2019.
3. Paragraph 3 of the Agreement is amended such that the fee will increase to \$6,000.00 monthly.
4. Except as set forth herein, the terms of the Agreement shall remain in full force and effect.

DATED: July 16, 2019

CITY OF BRAWLEY

By: _____
Rosanna Bayon Moore, City Manager

IMPERIAL COUNTY HUMANE SOCIETY

By: _____
Devon P. Apodaca, Executive Director

ATTEST:

By: _____
Alma Benavides, City Clerk



Humane Society of Imperial County

"Help make a change, help save a life. Adopt, Donate, Volunteer!"

1575 W. Pico Ave.
El Centro, CA 92243
760-352-1911

ivhumanesociety@gmail.com

April 19, 2019

City of Brawley
180 S. Western
Brawley, CA 92227

Renewal of Animal Intake and Housing Contract with the Humane Society of Imperial County.

To Whom It May Concern,

This letter is to serve notice that there will be an increase of \$1,000.00 per month in the contractual payment amount for our services for the upcoming 2019/2020 fiscal year. This increase will raise the total monthly payment amount to \$6,000.00 (\$72,000 for the year). If accepted, we will be more than happy to renew the contract at the same terms and conditions of our current agreement.

Should you have any questions, comments, and/or concerns, please feel free to contact me directly at 760-604-5551.

We greatly appreciate your business!

Respectfully,

Devon P. Apodaca
Executive Director

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 7/16/2019

City Manager: 

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

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

SUBJECT: Professional Engineering Services Agreement with The Holt Group - Design Upgrade to Integrate Plaza Circuitry for the Main Street Safety & Decorative Lighting Project

CITY MANAGER RECOMMENDATION: Authorize Agreement with The Holt Group for a not to exceed fee of \$28,778.

DISCUSSION: The City of Brawley contracted Psomas to design the City of Brawley Main Street Safety & Decorative Lighting Project. The project consisted of the preparation of design and improvement plans in North and South Plaza Parks, including the center median area along Main Street. The project included the demolition of existing lighting facilities, in addition to the installation of a new IID electrical service in North Plaza area, safety and decorative streetlights along abutting roadways and new lighting circuitry consisting of underground conduits and conductors.

The Downtown Safety & Lighting Project did not include addressing other existing electrical circuitry in the plaza area including site irrigation controls, site receptacles, electrical circuitry in the kiosk area and other miscellaneous electrical circuitry throughout the Plaza area. The Decorative Lighting Project design focused on installing the new lighting and new underground electrical circuitry and did not incorporate existing underground circuitry in the electrical project design.

The Brawley Public Works Staff reviewed the need to consolidate the existing irrigation control, site receptacles, kiosk and other miscellaneous electrical circuitry into the project scope of work. Brawley Public Works personal and The Holt Group conducted a field review. The field review revealed that the majority of the plaza electrical circuitry could be powered from a single existing metered electrical pedestal and panel. The existing Caltrans electrical pedestal and panel had previously serviced lighting within the median area along Main Street and Highway 78. The existing Caltrans meter pedestal and panel will require replacement and upsizing. However, the installation of new and expensive secondary circuitry and transformers from the upstream IID service pole will not be required.

It was also discovered during the field review that there are existing electrical underground conduits extending beneath Main Street in good condition. These existing conduits were not accounted for during the design phase of the project. The project design included the installation of new and costly underground electrical circuitry beneath Main Street instead of using the existing electrical conduits for new circuitry installation. The use of the existing underground electrical conduits beneath Main Street would require the removal and reconnection of existing electrical circuitry installed within the existing electrical conduits. It would also require completely revising the lighting circuitry routing in the plaza area in order to use the existing electrical conduits extending beneath Main Street.

The advantages to revising the Decorative Street Lighting Project design documents are:

1. The existing Caltrans meter main pedestal and panel can be upgraded with a new electrical meter main pedestal and panel instead of the installation of a new electrical meter pedestal and panel and new IID electrical power service.
2. The non-lighting existing power circuitry at North Plaza and South Plaza could be powered from a single power source. The power service located along the east side of the north plaza could be eliminated.
3. The existing electrical conduits beneath Main Street could be used for the new electrical lighting circuitry and the non-lighting power circuitry.
4. The existing electrical power circuitry at North Plaza and South Plaza area could be "cleaned up" and routed in shared electrical trenches with electrical junction boxes for location identification and maintenance purposes. Existing electrical circuitry code violations could also be corrected. The electrical overhead circuitry for Christmas lighting which is draped overhead through trees can be eliminated. The Christmas lighting circuitry could be extended from receptacles placed near the top of the new street light poles.
5. The existing manual operated South Plaza irrigation control valves could be replaced with electrically operated irrigation control valves if electrical circuitry were available. The Public Works staff currently operates the South Plaza irrigation control valves manually.
6. The elimination of the electrical metered service at the east side of North Plaza would result in savings from one (1) monthly meter fee instead of two (2) monthly meter fees.

It is estimated a savings of \$75,000 could be realized in the project cost by integrating electrical circuitry. While the cost of the design work reduces the savings, greater efficiencies can be achieved in the long run.

It is staff's recommendation to proceed with the design modification to obtain savings, to include North Plaza and South Plaza circuitry as part of this project and to avoid performance of another project in the future.

FISCAL IMPACT: Amount Not to Exceed \$28,778 from Fund 211.312.000.800.300

ATTACHMENT: Agreement
Holt Group Proposal

**CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
RE-DESIGN DECORATIVE LIGHTING PROJECT**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and The Holt Group, Inc. ("Consultant").
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 90 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to Provide Professional Engineering Services to Re-design Main Street Decorative Lighting Project.
- 4.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services for Re-design Downtown Lighting Project dated July 8, 2019, attached herewith as Exhibit A and by this reference made a part hereof.
- 5.0 **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is Twenty-Eight Thousand Seven Hundred Seventy Eight dollars 00/100 (\$28,778.00) without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.
- 6.0 **Payment**

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

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

7.0 Records and Audits

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

8.0 Control of Work

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

9.0 Ownership of Documents

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

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

- a. Information already in the public domain;
- b. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Consultant before entering into this Agreement;

- d. Information developed by Consultant through its work with other clients; and
- e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

10.0 Duties of Consultant

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

11.0 Suspension

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

12.0 Termination

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

- 12.1 Termination for Cause. If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.
 - 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.
 - 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

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

13.0 Insurance

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

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

continuous coverage through a period no less than three years after completion of the services required by this Agreement.

14.0 Indemnification

For Professional Liability

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

For other than Professional Liability

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

15.0 Relationship of Parties

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

16.0 Assignment and Subcontracting

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

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

17.0 Laws and Regulations

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

18.0 Force Majeure

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

19.0 Attorneys' Fees

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

20.0 Governing Law and Venue

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

21.0 Integration

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

22.0 Authorized Representatives and Notices

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

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

TO:	City of Brawley Guillermo Sillas, P.E., Public Works Director/ City Engineer 180 South Western Avenue Brawley, CA 92227 Phone: (760) 344-5800 Ext. 19 Fax: (760) 344-5612 E-mail: gsillas@brawley-ca.gov	TO:	The Holt Group, Inc. James G. Holt, PE 1601 North Imperial Avenue El Centro, CA 92243 Phone: (760) 337-3883 Fax: (760) 337-5997 E-mail: jack@theholtgroup.net
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22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

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

Dated: _____, 2019.

CITY OF BRAWLEY, CALIFORNIA

By: _____
Rosanna B. Moore, City Manager

ATTEST:

By: _____
Alma Benavides, City Clerk

Dated: _____, 2019.

**CONSULTANT
The Holt Group., Inc.**

By: _____
James G. Holt, PE, Secretary/CFO

**CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
RE-DESIGN OF DECORATIVE LIGHTING PROJECT**

1.0 General Scope of Work

The General Scope of Work is for Consultant to Provide Re-design of Main Street Decorative Lighting Project

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal to Provide Re-Design Downtown Lighting Project.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Re-Design Decorative Lighting Project.

Services from: (Date) to (Date)

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

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

Attach backup information, if applicable.



July 8, 2019

Mr. Guillermo Sillas
Public Works Director/ City Engineer
City of Brawley
180 South Western Avenue
Brawley, California 92227

**RE: City of Brawley – Downtown Lighting Project
Proposal for the Re-design of the Downtown Lighting Project
THG Proposal Number 2019-043**

I. BACKGROUND

The City of Brawley engaged Psomas to design the City of Brawley Downtown Lighting Project in the plaza area of Brawley several years ago. The project consisted of decorative street lighting improvements in the north and south plaza areas including the center median area along Main Street. The project included the demolition of existing lighting facilities, installing a new IID electrical service in the north plaza area, installing new decorative street lights along the north and south plaza streets (including the Main Street center median) and installing new lighting circuitry consisting of underground conduits and conductors.

The Downtown Lighting Project did not include addressing other existing electrical circuitry in the plaza area including site irrigation controls, site receptacles, electrical circuitry in the gazebo area and other miscellaneous electrical circuitry throughout the Plaza area. The Downtown Lighting Project design focused on installing the new lighting and new underground electrical circuitry and did not incorporate existing underground circuitry in the electrical project design.

The Downtown Lighting Project design plans, specifications and contract documents were reviewed and approved by the City of Brawley Public Works Department in May 2018. The Brawley Public Works Staff reviewed the need to consolidate the existing irrigation control, site receptacles, gazebo and other miscellaneous electrical circuitry into the project scope of work. A field review was conducted by the Brawley Public Works and Holt Group Staffs.

The field review revealed that the majority of the plaza electrical circuitry could be powered from a single existing metered electrical pedestal and panel. The existing Caltrans electrical pedestal and panel had serviced lighting within the Median area along Main Street and Highway 78. The existing Caltrans meter pedestal and panel will require replacement and upsizing however; the installation of new and expensive secondary circuitry and transformers from the upstream IID service pole will not be required. It was also noticed during the field review that there are existing electrical underground conduits extending beneath Main Street in good condition. These existing conduits were not accounted for during the Downtown Lighting Project design. The Downtown Lighting Project design included the installation of new and expensive underground electrical circuitry beneath Main Street instead of using the existing electrical conduits for new circuitry installation. The use of the existing underground electrical conduits beneath Main Street would require the removal and reconnection of existing electrical circuitry installed within the existing electrical conduits. It would also require completely revising the lighting circuitry routing in the plaza area in order to use the existing electrical conduits extending beneath Main Street.

On June 20, 2019 the Brawley Public Works Staff requested a review of the existing electrical circuitry and field conditions be completed at the plaza by the Public Works and Holt Group Staffs. The location of the Caltrans meter main enclosure, existing plaza electrical circuitry and existing underground conduits extending beneath Main Street were reviewed. After the field review, it was requested that a proposal be provided to complete a revised electrical design of the Downtown Lighting Project based upon upgrading the existing Caltrans meter main pedestal and panel, utilizing the existing underground conduits beneath Main Street, eliminating the existing electrical meter service on the east side of the north plaza and incorporating all or a portion of the existing north and south plaza non-lighting circuitry into the project design.

The advantages to revising the Downtown Street Lighting Project design documents are as follows:

1. The existing Caltrans meter main pedestal and panel can be upgraded with a new electrical meter main pedestal and panel. The meter main pedestal can be upgraded to a 200 amp service to provide power to the street lights and all or a portion of the existing and proposed power circuitry at the north and south plaza area.

2. The non-lighting existing power circuitry at the north and south plazas could be powered from a single power source. The power service located along the east side of the north plaza could be eliminated.
3. The existing electrical conduits beneath Main Street could be used for the new electrical lighting circuitry and the non-lighting power circuitry.
4. The existing electrical power circuitry at the north and south plaza area could be "cleaned up" and routed in shared electrical trenches with electrical junction boxes for location identification and maintenance purposes. Existing electrical circuitry code violations could also be corrected. The electrical overhead circuitry for Christmas lighting which is draped overhead through trees can be eliminated. The Christmas lighting circuitry could be extended from receptacles placed near the top of the new street light poles.
5. The existing manual operated south plaza irrigation control valves could be replaced with electrically operated irrigation control valves if electrical circuitry was available. The Public Works Staff currently operates the south plaza irrigation control valves manually.
6. The revisions to the Downtown Street Lighting project will result in significant savings. The upgrading of the existing Caltrans electrical meter pedestal and panel versus the installation of a new electrical meter pedestal and panel and new IID electrical power service per the approved plans represents a significant savings. The use of the three (3) existing electrical conduits extending beneath Main Street versus the directional drilling of new electrical conduits under Main Street (with the potential of utility conflicts or ruptures) per the present design represents a significant savings. Other circuitry routing recommendations by the Brawley Public Works Department Staff represent significant savings. The elimination of the electrical metered service at the east side of the north plaza would result in savings from having one (1) monthly meter fee instead of two (2) monthly meter fees. It is estimated a savings of \$75,000 could be realized by implementing the electrical re-design scope of work. It should be noted the cost of the re-design work would reduce the overall savings amount.

The disadvantages to redesigning the Downtown Street Lighting Improvement Plans are as follows:

1. The current Downtown Street Lighting Improvement Plans have been reviewed and approved by the Brawley Public Works Department and could be advertised for bidding at this time without the delay associated with a re-design. It should also be noted that the replacement of the Caltrans meter main pedestal and electrical panel with a 200 amp 120/240 Volt, 1 phase service will provide the required power for the new street lights and the majority of the existing non-lighting circuitry at the north and south plaza areas however; it may not supply all the existing non-lighting circuitry or future north and south plaza electrical circuitry requirements. The electrical power which can be provided for existing non-lighted electrical circuitry and future electrical circuitry will be determined during the Downtown Lighting Project re-design.

II. SCOPE OF WORK

This project involves the redesign of an existing street lighting project prepared by PSOMAS and BSE Engineering Inc. completed in 2018. The approval of the street lighting layout, light fixture selection, and photometric lighting calculations will be verified, evaluated and maintained for the new project design, if feasible. Electrical distribution will be completely redesigned per the new City requirements.

- a) Site Lighting: Site Lighting plans will be prepared to include new street lighting layouts, new and existing underground wiring and conduit runs, light and pole details, pole foundation details, conduit and circuit schedules, replacement of CALTRANS metered street lighting pedestal, distribution panels, and load calculations. Design will be based on the existing approved design, if feasible.
- b) Power: Site lighting plan and electrical one-line diagram to include replacement of CALTRANS metered street lighting pedestal and miscellaneous site electrical distribution and rerouting for Armed Forces Memorial lighting. City Hall monument sign, site irrigation controls, site receptacles, pole mount receptacles, and the City gazebo. Site electrical demolition plans to include removal of existing street lights as currently planned, removal of existing overhead lines

and City owned metered pedestal, removal of four (4) Main Street electric pedestals/panels, removal of miscellaneous receptacles, and removal of unwanted distribution panels.

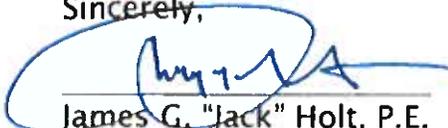
- c) Special Systems:
 - i. TV/Data/Tel. Not included
 - ii. Emergency Power. Not included
 - iii. Alternative Grid – Tie Solar Energy System. Not included
- d) Specifications: Project Specifications including Technical Conditions, Special Conditions and Bid Forms shall be prepared.
- e) Other Design Support: Design will include preparation of 65% and 100% electrical plans and site visits/site meetings during the design.
- f) An Engineers Opinion of Probable Cost will be prepared.
- g) Caltrans shall be contacted regarding the current Meter Pedestal and Electrical Panel.
- h) A Customer Service Proposal (CSP) will be prepared and forwarded to the IID concerning improvements to the existing Caltrans Meter Pedestal and Electrical Panel.
- i) A Customer Service Proposal (CSP) will be prepared and forwarded to IID concerning the electrical demolition and removal costs of the existing power service at the east side of the north plaza.
- j) Construction Administration: Construction administration, including participation at the pre-bid meeting, submittal reviews, responses to RFI's, final update of the contractor's as-built notes, and electrical field visits during construction, is not included in the base fee but can be performed if requested at our reimbursable rates or a separate proposal for these services can be forwarded as requested by the City of Brawley.
- k) Permit Fees (such as the IID CSP fees or Caltrans fees) shall be paid by the City of Brawley.

III. COMPENSATION

The Holt Group proposes to provide the plans, technical specifications, special conditions, bid form, engineer's opinion of probable quantity and cost, complete permit applications and complete administrative activities including meetings with Caltrans, IID and the City of Brawley Public Works Department for \$28,778. Design services in addition to the work scope and post design services will be billed on a hourly rate basis per the Holt Group Hourly Rate Structure or by separate agreement. The terms of the agreement between the City of Brawley and the Holt Group shall be in conformance with the contract agreement between the City of Brawley and the Holt Group dated November 14, 2016 or a new contract agreement as approved by the City of Brawley and the Holt Group.

Thank you for allowing the Holt Group to forward the re-design proposal for this project. Please contact me if questions arise.

Sincerely,



James G. "Jack" Holt, P.E.
Secretary/CFO
The Holt Group, Inc.

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 07/16/19

City Manager:



PREPARED BY: Marjo Mello, Interim Parks & Recreation Director

PRESENTED BY: Marjo Mello, Interim Parks & Recreation Director

SUBJECT: Cattle Call Rodeo Queen Contest and Coronation Event – Request to Sell and Consume Alcohol in the Main Hangar of the Brawley Municipal Airport Saturday, October 12 from 5:30 PM to Midnight

CITY MANAGER RECOMMENDATIONS: Approve request to sell and consume alcohol on public property, provided that applicant comply with policies and procedures for use of City facilities and Parks.

DISCUSSION: The Brawley Cattle Call Queen Royalty Association (CCQRA) plans the coronation of the Queen and her court on October 12, 2019. The Association is requesting the use of the Brawley Municipal Airport Hangar for their coronation and requesting permission for beer and wine to be allowed for guests during the Saturday evening event. The hangar was used successfully for the State of the City Address in February 2019 and the Fixed Base Operator, Imperial Flying Services, has agreed to work in cooperation with the City and the Cattle Call Royalty Association to make the venue available.

The Queen Contest and Coronation is the last step in the CCQRA's multi-day event. There will be a horsemanship display for the teen queen and queen contestants at the Cattle Call Arena. There will be a dress rehearsal for the coronation on October 11. The final event will be on Saturday, October 12 from 5:30 PM to midnight. The contest will have four categories: Little Miss for ages 6-9; Jr Queen for ages 10-12; Teen Queen for ages 13-15; and Queen for ages 16-23.

Requirements: A meeting will be scheduled with the appropriate city staff to cover the logistics of the event. These will include Police Chief Robert Sawyer or his designee for security requirements, Parks and Recreation staff and any other city staff needed for safety, parking, etc.

An alcohol permit is required and confirmed prior to the Event. The Applicant will comply with policies and procedures for use of City facilities and Parks.

The date has been reserved and needed resources such as tables, chairs, etc. are noted.

FISCAL IMPACT: Staff OT expenses for event support on October 12th estimated at \$400-\$1,060

ATTACHMENTS: Facilities Request Form



CITY OF BRAWLEY

LIONS MEMORIAL CENTER
225 A STREET
BRAWLEY, CALIFORNIA
92227
PHONE: 344-5675

DEPARTMENT OF PARKS
AND
RECREATION

CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) 10/12/19 ACTIVITY Cattle Call Queen Coronation
 NAME OF APPLICANT Dana Mendoza ADDRESS P.O. Box 580, Brawley
 HOME PHONE _____ WORK PHONE 760-970-3206
 ORGANIZATION Brawley Cattle Call Queen Royalty Assoc. NON-PROFIT # 82-1187980
 Will this activity be a fund-raiser? Yes No
 Admission fee, entry fee or donation? Yes No
 If yes, where will the proceeds go? Cost of the Competition

FACILITY REQUESTED

- Lions Center Gymnasium
- Lions Center Conf. Room
- Lions Center Kitchen
- Lions Center Entire Facility
- Lions Center Pool
- Senior Center Main Hall
- Senior Center Meeting Room
- Senior Center Kitchen
- Senior Center Entire Facility
- Cattle Call Large Arena
- Horseshow Ring
- Cattle Call Entire Facility
- Brawley Air Port Hangar
- Teen Center Recreation Room
- Teen Center Kitchen
- Del Rio Community Center Room

TIMES AND ATTENDANCE

Approx. attendance 500 Adults
 _____ Minors
 Set-up & Starting 8:00 AM/PM
 Guests Arrive at 5:00 AM/PM
 Ending & Clean-up 2:00 AM/PM
 Total Hours 18

I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

1100 # Tables _____ Other
20 Round # Chairs 15 Rec.
50 Trash Cans _____

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley Use and Rental Information, the above statement, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

APPLICANT'S SIGNATURE Dana Mendoza
 TITLE President DATE 2/14/19

STAFF NOTES:

CHARGES AND DEPOSITS PRIORITY _____

APPLICATION: APPROVED DENIED

EMPLOYEE REQUIRED

FACILITY	HRS	CHARGE	TOTAL
<input type="checkbox"/> Lions Center	@	\$	\$
<input type="checkbox"/> Senior Center	@	\$	\$
<input type="checkbox"/> Cattle Call	@	\$	\$
<input type="checkbox"/> Parks	@	\$	\$
<input type="checkbox"/> Lions Pool	@	\$	\$
<input type="checkbox"/> Teen Center	@	\$	\$
<input type="checkbox"/> Del Rio Community Center	@	\$	\$
<input checked="" type="checkbox"/> <u>Airport</u>			

BY [Signature] DATE: 4/26/2019
 City Council Approval needed for sale & consumption of alcohol

NEEDED: Security
 Insurance
 Council Approval

Refundable Deposit _____ \$ _____
 Total Fees _____ \$ _____

- cc Parks
- Recreation
- Senior Citizens
- Buildings
- PNRKS
- PP
- Five

Refund Approval Yes No
 Amount of Refund: _____

Entered on Calendar
 Copies issued by: _____

Employee: _____
 110 IMPERIAL PRINTERS - BRAWLEY 307857

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: July 16, 2019

City Manager:



PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: Balanced Energy Solutions and Local Choice

CITY MANAGER RECOMMENDATION: Approve City Council Resolution.

DISCUSSION: A number of state agencies are increasingly proposing new legislation and regulations looking to eliminate energy choices and mandating solutions to fully electrify homes and businesses in the future to attain reductions in greenhouse gas emissions. These mandates eliminate local control and customer choice, which suppress innovation, reduce reliability, and unnecessarily increase costs for residents and businesses.

The City of Brawley aims to protect the interests of citizens to have a continued choice in their preferred energy solutions for their homes and businesses. This resolution does not take a position against electrification. It does emphasize the desire of the City Council to allow for customer choice. Since the cost associated with electrical appliances and the long-term costs to operate these items is greater than gas operated equipment, it is important to recognize that full electrification may be more costly for some residents, particularly the most financially vulnerable within our community (e.g. fixed incomes, elderly, working families, etc.).

One of the additional benefits of maintaining a balanced energy solution is to allow alternative sources to be developed and available in case of electrical grid failure. The State's focus on electrical energy delivery discourages investment in alternative energy sources.

Supporting energy choice does not come at a cost to the environment. Both electricity and gas energy suppliers are concerned with greenhouse gas emissions and are seeking methods to protect the environment. By supporting the recommended resolution, the City Council is making a statement to protect customer choice, protect customers from higher energy costs and making a positive decision for a better environment in the future.

FISCAL IMPACT: N/A

ATTACHMENTS: City Council Resolution
2019 Clean Energy Road Map

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL
CONTROL OF ENERGY SOLUTIONS.**

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

WHEREAS, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of Brawley residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to the City of Brawley's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, Brawley residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for Brawley residents and businesses; and

WHEREAS, the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, the City of Brawley understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Brawley, as follows:

1. That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

APPROVED, PASSED AND ADOPTED at a regular meeting held on the 16th day of July 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

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

I, *Alma Benavides, City Clerk* of the City of Brawley, California, DO HEREBY CERTIFY, that the foregoing Resolution No. 2019- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 16th day of July, 2019 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: July 16, 2019

Alma Benavides, City Clerk

Reducing Emissions in the Gas Supply

For the past several years, SoCalGas has researched the critical role renewable natural gas (RNG) needs to play in achieving California's environmental goals. We are taking positive steps to reduce greenhouse gas emissions in our gas supply, by displacing traditional fossil gas with RNG.

Our vision is to become the cleanest natural gas utility in America, and we will deliver 5% renewable gas by 2022, and reach 20% renewable gas by 2030 delivered in our system.

Delivering RNG to Customers

In 2018, RNG produced from organic waste by CR&R Environmental Services in Riverside County started flowing into SoCalGas' pipelines to be used by CR&R's fleet. Additionally, the California Public Utilities Commission (CPUC) announced seven dairy projects, representing 45 dairies, will begin producing RNG for pipeline delivery. This year, we began receiving RNG from Calgren's dairy waste digester facility in the Central Valley.

2019 Clean Energy Roadmap

SoCalGas has developed a 2019 roadmap to further reduce emissions in the gas supply. Our focus is on engaging state regulators and legislators to develop and implement policies that create positive results by:

- Seeking a RNG procurement target, like the requirements for electric utilities to procure a set percentage of energy from renewables.
- Submitting a CPUC filing to provide customers who would like to receive RNG the option of purchasing a portion of their gas from renewable sources.
- Engaging in a building decarbonization proceeding to reinforce how RNG can help reduce greenhouse gas emissions from energy use in buildings.
- Sponsoring a bill to have an independent third-party study the impacts on the pipeline system of using low- or zero-carbon hydrogen to displace traditional fossil gas. The bill would then direct the CPUC to implement standards for injecting hydrogen into the system, based on study findings.
- Supporting a bill that would incentivize the use of RNG in buildings to reduce greenhouse gas emissions from space and water heating.

More to Come

The 2019 Roadmap is part of our strategy to help California meet its climate change goals and supports our vision to be the cleanest natural gas utility in North America.

We look forward to working collaboratively with stakeholders to help advance a balanced energy approach to the future California energy system. We hope you will stay engaged on issues that may impact your community, your business or your constituents.

SoCalGas remains committed to providing customers affordable, safe, reliable service with an increasing emphasis on renewable natural gas.

BRAWLEY AIRPORT COMMISSION
April – June, 2019

Member Name	04/17/19	05/15/19	06/19/19
			Dark
Tony Friley	A	P	
Brian Floyd	P	A	
Tim Kelley	P	P	
Peter Osterkamp	P	A	
Tom Rutherford	P	P	

A: Absent
P: Present

CITY OF BRAWLEY

April 17, 2019

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Co-Chairman Osterkamp called meeting to order @ 4:00pm

PRESENT: Kelley, Osterkamp, Rutherford, Floyd

ABSENT: Friley

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Floyd/Rutherford 4-1

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes for March 20, 2019 were **approved** as submitted. m/s/c Rutherford/Floyd 4-1

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- 1254.8 Gallons of 100-LL AVGAS March 2019.
- 1821 Gallons of Jet A March 2019.
- 82 landings, 75 Departures March 2019.
- Hangar Occupancy- 7 vacant hangars- \$180 (2), and \$120 (5) hangars as of April 2019.
- Annual leak down air test on the fuel tank will be performed on April 9, 2019, Passed.

5. STAFF REPORT

- September Expenditure and Revenue Report provided, with a Cash on hand balance reports.
 - \$32,128.14, 45.0% of Budget - Expenditures
 - \$88,265.18, 70.1% of Budget - Revenues
 - -\$893,257.26 - Cash on hand balance
 - Valuation of Airport Property & Hangars – Commissioner Osterkamp to contact City Manager.

6. STATUS UPDATES: - TIM KELLEY

- Executive Hangar Funding Source – Commissioner Kelly mentioned that funding could be secured, contingent upon City would need to have the land rent at Fair Market Value and the USDA would be participating.
- Strategic Planning topics
 1. AWOS-3PT
 2. Runway Extension
 3. Executive Hangars
 4. Shade Structures
 5. ACIP Program

7. NEW BUSINESS

- City received a quote for AWOS-3PT at a cost of \$200,000 to \$250,000, and would have a yearly maintenance cost of \$ 7,000, communication cost of \$1,000, and electricity cost of approximately \$100.

8. ADJOURNMENT @ 4:57pm

Alan Chan, Engineering Technician II

CITY OF BRAWLEY

May 15, 2019

The Airport Advisory Commission of the City of Brawley, California met in a regular session at 4:00 PM, Public Works Department Conference Room, 180S. Western Avenue, Brawley, California, the date, time and place duly established for the holding of said meeting.

Chairman Kelley called meeting to order @ 4:10pm

PRESENT: Kelley, Rutherford, Friley

ABSENT: Osterkamp, Floyd

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Rutherford Friley 3-2

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes for April 17th, 2019 were **approved** as submitted. m/s/c Rutherford/ Friley 3-2

4. REGULAR BUSINESS FIXED BASE OPERATOR REPORT

Fuel Sales

- 1,369 Gallons of 100-LL AVGAS April, 2019.
- 1,587 Gallons of Jet A April, 2019.
- 87 landings, 75 Departures April, 2019.
- Hangar Occupancy- 5 vacant hangars- \$180 (1), and \$120 (4) hangars as of May, 2019.

5. STAFF REPORT

- September Expenditure and Revenue Report provided, with a Cash on hand balance reports.
 - \$ 45,254.44, 50.7% of Budget - Expenditures
 - \$ 18,053.48, 84.4% of Budget - Revenues
 - \$ 253,137.73 - Cash on hand balance
 - Valuation of Airport Property & Hangars – No Updates
 - AWOS or ASOS Weather Station and Maintenance Discussion – Commissioners requested that is be added to the next Airport Capital Improvement Project.

6. STATUS UPDATES: - TIM KELLEY

- Executive Hangar Funding Source – Commissioner Kelley – No updates
- Strategic Planning topics
 1. AWOS-3PT
 2. Runway Extension
 3. Executive Hangars
 4. Shade Structures
 5. ACIP Program

7. NEW BUSINESS

- There will be no commission meetings for the months of June, July and August. m/s/c Rutherford/ Friley 3-2

8. ADJOURNMENT@ 4:34pm

Alan Chan, Engineering Technician II

BRAWLEY PARKS & RECREATION COMMISSION

April – June, 2019

Member Name	04/16/19	05/21/19	06/18/19
Rusty Garcia	P	A	A
Mary Miller	A	P	P
Freddy Cornejo	A	A	A
Victor Estrada	P	P	P
Julio Jauregui	P	P	P
Andrew Colace	A	A	A
Jenny Benavides	P	P	P
Luke Hamby	P	P	P

A: Absent

P: Present

CITY OF BRAWLEY

April 16, 2019

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Commissioner Garcia called meeting to order @ 12:03pm

PRESENT: Jauregui, Garcia, Hamby, Benavides, Estrada
ABSENT: Miller, Cornejo, Colace
STAFF: Perez, Self

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Benavides/Jauregui 5-3

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes for January 15, 2019 were **approved** as submitted. m/s/c Benavides/Jauregui 5-3

4. REGULAR BUSINESS

a. **UPDATE ON URBAN FOREST GRANT:**

Parks Coordinator Perez reported to the commission re: Kalli Legakes from the Trees of San Diego and the Urban Forestry project. He stated that there are 260 trees; 36 additional trees will be planted in the fall at Hinojosa Park. Trees will be shared between BUHS and BESD.

Commissioner Jauregui asked if any trees were going to be planted on Western Ave across from Phil Swing School and Jeff Thornton Park. Will we be receiving any more trees? Mr. Perez commented that California Pepper Trees will be planted on Western Avenue East of Phil Swing School along with Meserve Park which they will receive California Pepper and Weeping Willow trees. Mr. Perez also reported that 33 trees have been planted on the East side of Jeff Thornton Park; at Wiest Field three trees will be planted along the 3rd base line, three will be planted on the 1st base side line and two will be replaced in the outfield.

b. **DIVE-IN MOVIE:**

Recreation Coordinator Self reported that the movie Hotel Transylvania 3 is scheduled for Friday July 5, 2019, gates will open at 7pm and movie will begin at 8pm; the royalties have been paid. Commissioner Estrada will be taking care of the sound system, speakers, etc. for the movie. The following donations were summarized:

Garcia: 500 chip bags
Miller: 250 hot dog buns
Benavides: 250 hot dog buns
Jauregui: would seek a donation from Walmart and Costco

Instead of Otter Pops, popsicles will likely be served.

c. **GONZALES PARK FENCING:**

Parks Coordinator Perez reported that he has received quotes from Garibaldo Fence and All Valley Fencing and is waiting on a third quote; at this point it appears that one vendor has material that are low-priced, and the other vendor has low-priced labor. He stated that it is possible the City will acquire materials from one party and secure labor from the other. The project will begin soon.

Parks Coordinator Perez updated on Meserve Park, there are three parties that would like to donate electrical and conduit to connect electricity from restrooms to the West softball field dugout. The department has placed portable bleachers out at Meserve Park for the league season.

Parks Coordinator Perez reported that the Parks & Recreation Department is also coordinating efforts at the Transit Station. A clean up is planned and plants are scheduled for replacement.

d. **LIONS CENTER POOL STATUS:**

Commissioners have tabled the discussion until the next meeting and would like Jeff Thornton Park backstop to be on agenda as well.

5. COMMISSION REPORTS There was none

6. ADJOURNMENT @ 1:00pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY

May 21, 2019

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Commissioner Garcia called meeting to order @ 12:07pm

PRESENT: Jauregui, Hamby, Benavides, Estrada, Miller
ABSENT: Garcia, Cornejo, Colace
STAFF: Perez, Self

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Miller/Estrada 5-3

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes for May 21, 2019 were **approved** as submitted. m/s/c Miller/Benavides 5-3

4. REGULAR BUSINESS

a. UPDATE ON URBAN FOREST GRANT:

Parks Coordinator Perez reported to the commission re: Trees planted at Parks, BUHS and BESD.

Soto Field:	24 trees
Jeff Thornton:	34 trees
Citrus View:	8 trees
Meserve Park:	32 trees
Pat Williams:	71 trees
Alyce Gereaux:	25 with some relocation done
Gonzales Park:	33 relocation and leveling to green area done as well
Beechey Field:	15 trees, 10 pending
Volunteer Park:	2 Sisso trees
Wiest Field:	8 trees
Cattle Call:	4 trees
Hinojosa Park:	36 pending
BUHS Warne Field:	8 trees
Barbara Worth:	8 trees
Oakley Elementary:	5 trees

An educational component is to be done tentatively scheduled for October 26, 2019 at Hinojosa Park.

b. GONZALES PARK FENCING UPDATE:

Parks Coordinator Perez reported that the demolition of the old fencing was done and they are cleaning up the concrete on the court. The Department purchased the material from All Valley Fence & Supply and the labor will be from Garibaldo Fence.

c. **DISCUSSION OF VARIOUS COST RECOVERY STRATEGIES FOR PARKS & REC. PROGRAMS & LEAGUES:**

CM Bayon Moore presented to the Commission that the City is looking into a Cost Recovery Plan for the Recreation Department. Now, the City does not have a plan, with the City having a deficit now is the time to proceed. For example, program fees that were addressed are Adult Softball it is a program that should be 100% cost recovery and at this point it is not the fee is \$375.00 but costs are well over \$500.00 per team. The Commissioners were asked what they felt regarding the issue and it was also reported that the Sunstrokers Team were charged \$500.00 for the use of the Pool during the summer season but it will be more next year. The Commissioners agreed with CM Bayon Moore that a policy should be put in place.

d. **JEFF THORNTON PARK:**

Interim Parks and Recreation Director Marjo Mello stated that she has not been available and has not approached the City Council about the backstop at Jeff Thornton Park. The Commissioners mentioned that they would still like to see a backstop at the park from January thru June during the Little League season for safety reasons. Mello stated she would draft a letter and make a report to the City Council regarding the placement of a backstop.

5. COMMISSION REPORTS There was none

6. ADJOURNMENT @ 1:45pm

Rachel Zepeda, Administrative Secretary

CITY OF BRAWLEY

June 18, 2019

The Parks and Recreation Department of the City of Brawley, California met in a regular session at 12:00 PM, Lions Center Small Meeting Room, 225 A Street, Brawley, California, the date, time and place duly established for the holding of said meeting.

Commissioner Miller called meeting to order @ 12:10pm

PRESENT: Jauregui, Miller, Hamby, Benavides, Estrada
ABSENT: Garcia, Cornejo, Colace
STAFF: Perez, Self

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Benavides/Jauregui 5-3

2. PUBLIC APPEARANCES/COMMENTS There was none

3. APPROVAL OF MINUTES

The minutes for May 21, 2019 were **approved** as submitted. m/s/c Jauregui/Benavides 5-3

4. REGULAR BUSINESS

a. DIVE-IN MOVIE:

Recreation Coordinator Self reported that the movie night event is scheduled for July 5, 2019. Commissioners who have volunteered to bring items for the movie need to bring items by July 3, 2019 before 5pm or July 5, 2019 in the morning. Those items are:

Miller	250 buns
Estrada	sound system
Benavides	250 buns
Garcia	500 chips

Mr. Ramon Sagredo will donate 500 hot dog wieners. Commissioner Jauregui asked for donation letters to provide to local merchants such as Walmart and Costco. Costco donated \$50.00 and CM Hamby donated \$50.00 for the event. Set-up for the event will begin at 6:15pm if any of the Commissioners would like to assist.

b. SUMMER PROGRAM UPDATE:

Recreation Coordinator Self reported that the Lions Pool is open to the public and open gym is currently going on for children 1st through 8th grades. Summer Day Camp is set to begin on July 1 as well as Mini-Camp.

c. PARKS UPDATE:

Parks Coordinator Perez updated the Commissioners on the Gonzales Park Court Fencing Replacement Project. The court will have new fencing and basketball standards will be installed.

d. **JEFF THORNTON BACKSTOP:**

The Commissioners are in favor of having a backstop installed during the Little League season.

5. COMMISSION REPORTS Commissioner Jauregui will drop off letters of donations at Walmart and Vons for additional sponsorship for the Dive-In event. Commissioner Benavides commented that at the adult softball meeting some team representatives were rude and disrespectful. Discussion followed.

6. ADJOURNMENT @ 1:15pm

Rachel Zepeda, Administrative Secretary

BRAWLEY PLANNING COMMISSION

April-June, 2019

Member Name	4/3/19	5/1/19	6/5/19
	Cancelled		
Robert Palacio		A	P
Kevan Hutchinson		P	P
George Marquez		P	P
Jay Goyal		P	A
Darren Smith		P	P
Ramon Castro		P	P
Eugene Bumbera		P	P

A: Absent

P: Present

CITY OF BRAWLEY

May 1, 2019

The Planning Commission of the City of Brawley, California, met in Regular Session at 5:30 p.m., City Council Chambers, 383 Main Street, Brawley, California, the date, time, and place duly established for the holding said meeting. The City Clerk attests to the posting of the agenda pursuant to the G.C.54954.

Chairman Goyal called meeting to order @ 5:30pm

PRESENT: Goyal, Marquez, Smith, Bumbera, Castro, Hutchinson
ABSENT: Palacio

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Castro/ Smith 6-1

AYES: Goyal, Marquez, Smith, Bumbera, Castro, Hutchinson
NAYES: None
ABSENT: Palacio
ABSTAIN: None

2. PUBLIC HEARING PM 19-02

A Parcel Map (PM19-02) to subdivide one parcel into three parcel to allow for the construction of three additional single family residential units. The property is currently zoned R-2 (Residential Low Density) and is 1.03 acres in size.

Property Owner: Mark Gaddis
Representative: Raymond Dial, PLS
Legal Description: The West half of the North half of Block 3, Brawley Subdivision 1, City of Brawley, County of Imperial, State of California, APN 047-250-042.

PD Gaste informed the Commission that the lots will be in setback compliance and the existing carport will be demolished.

OPEN PUBLIC HEARING @ 5:33pm

Mark Gaddis Owner addressed the Commission and mentioned that their intent is to divide the property and construct three single family homes.

PUBLIC HEARING CLOSED @ 5:37PM

The Commission **approved** the conditional use permit as proposed. m/s/c Castro/ Smith 6-1

AYES: Goyal, Marquez, Smith, Bumbera, Castro, Hutchinson
NAYES: None
ABSENT: Palacio
ABSTAIN: None

3. PUBLIC HEARING PM 19-03

A Parcel Map (PM19-03) to subdivide one parcel into four parcels to allow for the construction of three additional single family residential units. The property is currently zoned R-2 (Residential Low Density) and is 0.71 acres in size.

Property Owner: Calipatria Rentals LLC, Carlos Vasquez
Representative: David Beltran, PLS
Legal Description: The South 200 feet of the West 102 feet of Block 7, Brawley Subdivision 1, City of Brawley, County of Imperial, State of California, APN 047-240-022 & 044.

PD Gaste informed the Commission that the lots will be in setback compliance and the existing carport will be demolished.

OPEN PUBLIC HEARING @ 5:39pm

Carlos Vasquez, Owner, addressed the Commission and mentioned that their intent is to divide the property and construct four single-family homes.

PUBLIC HEARING CLOSED @ 5:41pm

The Commission **approved** the conditional use permit as proposed. m/s/c Castro/ Marquez 5-2

AYES: Goyal, Marquez, Bumbera, Castro, Hutchinson
NAYES: None
ABSENT: Palacio
ABSTAIN: Smith

4. CODE ENFORCEMENT REPORT

*March Code Enforcement Report were presented

5. ADJOURNMENT @ 5:43 pm

Gordon R. Gaste AICP CEP, Development Services Director

CITY OF BRAWLEY

June 5, 2019

The Planning Commission of the City of Brawley, California, met in Regular Session at 5:30 p.m., City Council Chambers, 383 Main Street, Brawley, California, the date, time, and place duly established for the holding said meeting. The City Clerk attests to the posting of the agenda pursuant to the G.C.54954.

Vice-Chairman Hutchinson called meeting to order @ 5:3 pm

PRESENT: Palacio, Marquez, Smith, Bumbera, Castro, Hutchinson
ABSENT: Goyal

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Smith/ Palacio 6-1

AYES: Marquez, Smith, Bumbera, Castro, Hutchinson, Palacio
NAYES: None
ABSENT: Goyal
ABSTAIN: None

2. APPROVAL OF MINUTES

The minutes of May 8, 2019 were **approved** as submitted. m/s/c Castro/ Palacio 6-1

AYES: Marquez, Smith, Bumbera, Castro, Hutchinson, Palacio
NAYES: None
ABSENT: Goyal
ABSTAIN: None

3. PUBLIC APPEARANCES

No Public Appearances

4. PUBLIC HEARING VAR 19-01

A variance (VAR 19-01) submitted requesting to allow for to allow for the expansion of the existing single family dwelling to encroach in the front yard setback on property located at 698 & 698 1/2 South Imperial Avenue, Brawley, CA 92227. The property is currently zoned R-1 (Residential Single Family) and is .39 acres in size.

Property Owner: Jesus Antonio & Aimee Reynosa Angulo

Legal Description: South 74 Feet of Lot 1 RESUB OF West 1/2 of Block 55 Original Map 1 20, City of Brawley, County of Imperial, State of California, APN 049-181-019.

PD Gaste presented the staff report to the commission. He added that the front yard setback required is based on size of lot. If the lot was the size the minimum lot size allowed a variance would not be required and that the structure would end up being at a relative distance to the surrounding properties. .

OPEN PUBLIC HEARING @ 5:34pm

Jesus Antonio Reynosa Owner addressed the Commission and mentioned that his intent is to expand his current structure and modernize the home.

PUBLIC HEARING CLOSED @ 5:38pm

The Commission **approved** the variance as proposed. m/s/c Castro/ Palacio 6-1

AYES:	Marquez, Smith, Bumbera, Castro, Hutchinson, Palacio
NAYES:	None
ABSENT:	Goyal
ABSTAIN:	None

5. PUBLIC HEARING CUP 11-02

Review of conditional use permit (CUP11-02) that allows for the keeping of 6 chickens and one rooster located at 1557 Manzanita Street, Brawley, CA 92227. The property is currently zoned R-1 (Residential Single Family) and consists of 0.15 acres of land.

Property Owner:	Roberto and Irma Zaragoza
Representative:	Gloria Zaragoza
Legal Description:	Lot 12, Valle Grande Subdivision in Brawley Subdivision No. 1, City of Brawley, County of Imperial, State of California, APN047-480-056.

PD Gaste informed the Commission that the reason this item was brought before the Commission is that there were multiple complaints from a single complainant which requires review of the permit.

Commissioner Hutchinson asked what happens to the fowl if the permit was revoked

PD Gaste informed the Commission that if revoked the fowl would need to be removed.

Planning Commission Secretary Montaño, informed the Commission that there have not been other complaints received by any department (Code Enforcement, Police Department or Animal Control) for the location since approval of the permit in 2011. In addition to that she also informed the commission of three comments received during the public notice phase of this review: 1 from the complainant and 2 from surrounding neighbors in favor of the fowl.

OPEN PUBLIC HEARING @ 5:40pm

Gloria Zaragoza Representative addressed the Commission and explained the issues she has had with the complainant. She also mentioned that they agree with the modifications to the permit.

PUBLIC HEARING CLOSED @ 5:58 pm

The Commission **approved** the **modifications** to the conditional use permit as proposed. m/s/c Palacio/ Castro 6-1

AYES:	Marquez, Smith, Bumbera, Castro, Hutchinson, Palacio
NAYES:	None
ABSENT:	Goyal
ABSTAIN:	None

6. CODE ENFORCEMENT REPORT

*April Code Enforcement Report were presented
7. ADJOURNMENT @ 6:01pm

Gordon R. Gaste, AICP CEP, Development Services Director

DRAFT

BRAWLEY LIBRARY BOARD OF DIRECTORS

January – June 2019

Member Name	01/09/19	02/13/19	03/13/19	04/10/19	05/19/19	06/16/19
			No Mtg.			
Crystal Duran	P	P		P	P	P
Judy Grant	P	A		P	P	p
Diana Lohr	P	P		P	P	P
Elizabeth Lorenzen	P	P		P	P	P
Dixie Smith	P	A		P	A	A
Luke Hamby		P		P	P	P
Sam Couchman	P					

A: Absent

P: Present

CITY OF BRAWLEY

January 9, 2019

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM on January 9, 2019 in the Brawley Public Library Park Meeting Room. The Library Director attests to the posting of the agenda pursuant to California Government Code Section 54956.

President Lorenzen called the meeting to order at 5:10pm

PRESENT: Lorenzen, Grant, Lohr, Duran, Smith, Mello, Couchman
ABSENT: None

1. APPROVAL OF THE AGENDA

The agenda was **approved** as submitted. m/s/c Lohr/Duran 5-0

2. PUBLIC APPEARANCES & COMMENTS There was none.

3. APPROVAL OF THE MINUTES

The minutes for December 9, 2018 were **approved** as submitted. m/s/c Lohr/Grant 5-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Grant/Lohr 5-0.
 - 1. Other Finance: CM Hamby has contacted two door companies for estimates on repairing/replacing the front doors of the library and will have more information in February.
- b. Calendar: Copies of Notorious RBG have been ordered for the community read and the program has been set for March 21st.
- c. Policies: The existing Computer Use Policy was passed out for discussion in February.
- d. Zip Books: All is fine.
- e. Personnel: A candidate for the LAMBS Project Coordinator is undergoing background checks.
- f. Literacy/LEARN: Still waiting to hear if we received a grant from the California State Library for the Families for Literacy program.
- g. LAMBS: The project is in its 18th year. We will begin reapplying for a grant from the Imperial First Five in February 2019.
- h. Friends of the Library: Working on the 501 c3 project. There will be a book sale on February 9.

- i. Alternate CML: Sam Couchman, answered questions about road repairs and other concerns about the City.

5. ADJOURNMENT @ 7:00pm

Marjo Mello, Library Director

CITY OF BRAWLEY
February 13, 2019

The Library Board of Trustees of the City of Brawley, California met in regular session at 5:05 PM, Park meeting room. The Library Director attests to the posting of the agenda pursuant to California G. C. §54954.2.

President Lorenzen called the meeting to order at 5:20pm

PRESENT: Lorenzen, Lohr, Duran, Hamby, Mello,
ABSENT: Grant, Smith

1. APPROVAL OF THE AGENDA

The agenda was **approved** as submitted. m/s/c Duran/Lohr 3-2

2. PUBLIC APPEARANCES & COMMENTS

Susan Manger's memorial services will be February 23, 2019.

3. APPROVAL OF THE MINUTES

The minutes for January 9, 2019 were **approved** as submitted. m/s/c Lohr/Duran 3-2

4. REGULAR BUSINESS

- a. Finance: Bills were presented for payment, discussed, and approved for payment. m/s/c Lohr/Duran 3-2
 1. Other Finance: CML Hamby is recommending fiberglass doors, as they are less weight than wood and do not warp easily in the heat. They could be painted espresso brown to match the brown trim on the building. The handicapped door openers need to be repaired. The plumbing repairs for the public restroom have been completed. Porta-potties were rented for a month to accommodate the public.
- b. Calendar: Brawley Reads will be on March 21, 2019. Crystal Duran is contacting Judge Monica Lepe-Negrete to present the program. May the Fourth Be with You will have a star wars themed event. The February storytime features valentines.
- c. Policies: The Computer Use Policy was tabled until the next meeting.
- d. Zip Books: All is fine.
- e. Personnel: Karen Teran is the new LAMBS coordinator.
- f. Literacy/LEARN: Still waiting to hear if we received a grant from the California State Library for the Families for Literacy program.

- g. LAMBS: The project is in its 18th year. We will begin reapplying for a grant from the Imperial First Five in February 2019. The new project coordinator has started.
- h. Friends of the Library: Working on the 501 c3 project. There will be a book sale in February.
- i. Liaison: CM Hamby updated the Board on street rehabilitation projects, McDonalds, Taco Bell and the alleys in that area. NOCCA will be presenting "The Newsies" in May.

5. ADJOURNMENT @ 7:15pm

Marjo Mello, Library Director

City of Brawley
April 10, 2019

The Library Board of Trustees of the City of Brawley met in regular session at 5:05 PM, in the Park Meeting room, 400 Main St., Brawley, CA, the date, time, and place duly established for the holding of said meeting. The Library Director attests to the posting of the agenda pursuant to the California G.C. 54954.2

President Lorenzen called meeting to order at 5:10pm

PRESENT: Lohr, Lorenzen, Smith, Grant, Duran, Hamby, Rohrer, Bayon-Moore
ABSENT: Mello

1. APPROVAL OF THE AGENDA

The agenda was **approved** as submitted. m/s/c Lohr/Duran 5-0

2. PUBLIC APPEARANCES AND COMMENTS

The library has received a letter from a patron about our computer use policy.

3. APPROVAL OF THE MINUTES

The minutes for February 13, 2019 were **approved** as submitted. m/s/c Lohr/Duran 5-0

4. REGULAR BUSINESS

- a. Finance: Bills were presented to payment, discussed, and approved for payment. m/s/c Grant/Duran 5-0
 - 1. Other Finance: The handicap door opener has been fixed. Need to get an estimate as to the cost of repairing the front door.
- b. Calendar: The Notorious RBG event was well attended. May 4th will be May the Fourth be with You Day at the library. There will be free comic books, people telling stories, and some in costume for pictures with the kids.
- c. Policies: The Computer Use policy was tabled until the next meeting.
- d. Zip Books: The new account is being set up.
- e. Personnel: The Library Director made need some time off.
- f. LAMBS: There will be a public hearing on May 16 to see who received a grant.

- g. Literacy/LEARN: We received \$25,000 for the Families of Literacy Grant and will have the money spent or encumbered by June 30 we received \$7,010 from the California State Library for literacy expenses, and will use it for LAMBS giveaways.
- h. Friends of the Library: There will be a book sale April 13 the work continues on the 501 3c. The Friends voted to buy two \$50.00 gift cards from the Inferno to go to the Employees Appreciation Luncheon April 17.
- i. CML: Hamby reminded us of the NOCCA production of "Newsies" in May. City Manager Moore invited us to the General Fund Meeting the morning of April 29th.

5. ADJOURNMENT @ 7:00pm

Judy Grant, Secretary

City of Brawley
May 9, 2019

The Library Board of Trustees of the City of Brawley met in regular session at 5:05 PM, in the Park Meeting room, 400 Main St., Brawley, CA, the date, time, and place duly established for the holding of said meeting. The Library Director attests to the posting of the agenda pursuant to the California G.C. 54954.2

President Lorenzen called meeting to order at 5:05pm

PRESENT: Lohr, Lorenzen, Grant, Duran, Hamby, Gasca, Bayon-Moore
ABSENT: Mello, Smith

1. APPROVAL OF THE AGENDA

The agenda was **approved** as submitted. m/s/c Lohr/Duran 4-1

2. PUBLIC APPEARANCES AND COMMENTS There was none

3. APPROVAL OF THE MINUTES

The minutes for April 10, 2019 were **approved** as submitted. m/s/c Duran/Lohr 4-1

4. REGULAR BUSINESS

- a. Finance: Bills were presented to payment, discussed, and approved for payment. m/s/c Grant/Duran 4-1
 - 1. Other Finance: The library is looking at an IID Grant that might help with the cost of the door replacements and ADA workstations.
- b. Calendar: Story time will make wreaths for Memorial Day. May the Fourth be with you was well attended.
- c. Policies: Discussion of the Computer Use Policy was table until the next meeting.
- d. Zip Books: Is being setup again with an Amazon Gift Card.
- e. Personnel: The Library Director is out for a while.
- f. LAMBS: The proposal has been submitted. We will know in two weeks if we are going to be funded again.
- g. Friends of the Library: The Bookstore is being opened during May for 2-3 days a week.
- i. Liaisons: The Library will have an ad in the Chamber of Commerce Directory. There will be another budget workshop to discuss the projected shortfall in the budget.

1. Other NEWSIES is coming. CM Hamby has a part in the production.

5. ADJOURNMENT @ 6:15pm

Judy Grant, Secretary

City of Brawley
June 19, 2019

The Library Board of Trustees of the City of Brawley met in regular session at 5:05 PM, in the Park Meeting room, 400 Main St., Brawley, CA, the date, time, and place duly established for the holding of said meeting. The Library Director attests to the posting of the agenda pursuant to the California G.C. 54954.2

President Lorenzen called meeting to order at 5:05pm

PRESENT: Lohr, Lorenzen, Grant, Duran, Hamby, Rohrer, Mello
ABSENT: Smith, Bayon Moore

1. APPROVAL OF THE AGENDA

The agenda was **approved** as submitted. m/s/c Duran/Lohr 4-1

2. PUBLIC APPEARANCES AND COMMENTS

Library Director Marjo Mello thanked everyone for his or her kindness and expressions of comfort over the passing of her husband. Services for Mike Mello will be June 28, 2019 at 11am Frye Chapel.

3. APPROVAL OF THE MINUTES

The minutes for May 9, 2019 were **approved** as submitted. m/s/c Duran/Lohr 4-1

4. REGULAR BUSINESS

- a. Finance: Bills were presented to payment, discussed, and approved for payment. m/s/c Lohr/Duran 4-1
 - 1. Other Finance: Staff is working to make sure all funds awarded through grants will be spent by June 30, 2019. Next year's budget will be very similar to this year's. The City needs to be notified of the need to replace the library doors, so the bidding process can be set in place.
- b. Policies: Library Board of Trustees for 2019-2020 will be Elizabeth Lorenzen - President, Judy Grant – Secretary. The library will be receiving 12 Chromebooks for the Main Library Branch and 12 for the Del Rio Branch. Two will go over to the Senior Citizen Center. The discussion for the Computer Use Policy was tabled until the Chromebooks arrive.
- c. Calendar: Summer Reading's Theme will be Universal Stories with a focus on "Outer Space", Story time will continue on Thursdays at the Branch at 5:30pm and Fridays at 10am at the Main Library.

- d. Zip Books: They are up and running.
- e. Personnel: Erika Noriega has left LAMBS, effective June 7, 2019. She will be deeply missed. She has been with the program since it began. Cozette Fortune has turned in her resignation. The Library Director will take vacation in August.
- f. LAMBS: Has been funded again for two years, but at this time, we do not know for how much.
- g. Literacy/LEARN: We received \$25,000 for the Families for Literacy Grant. It will be spent by June 30, 2019. We received \$7,010.00 more from the California State Library for literacy expenses and it will be used for LAMBS give away books.
- h. Friends of the Library: They are continuing to work on the Bookstore.
- i. Liaisons: Thoughts and prayers continue to be with the Smith's as Dixie recovers.

5. ADJOURNMENT @ 6:45pm

Judy Grant, Secretary

MEMORANDUM

July 12, 2019

To: Tyler Salcido, City of Brawley
From: Andrea Roess, DTA
Nehal Thumar, DTA
Subject: Cost Recovery Analysis (Emergency Medical Services and False Alarm Calls)

Introduction

The City of Brawley (the "City") engaged DTA to prepare a Cost Recovery Analysis ("Analysis") to identify the full cost of providing Fire Department services related to Emergency Medical Services ("EMS") and false alarm calls. The City intends to use this Analysis to establish user fees for EMS and false alarm calls (collectively "User Fees").

During the 2018 calendar year, the Fire Department reported a total of 1,064 EMS calls and 75 false alarm calls. In responding to these calls, the Fire Department undertakes various tasks that primarily benefit the specified user, not the general public. Currently, the City is supporting EMS and false alarm calls with funds on hand from other sources.

Background

A user fee is a charge for a service provided by a local government to a specified user. Proposition 26, approved by voters on November 2, 2010, required new fees, or existing fees that are extended or increased, to be classified as special taxes which would require a two-thirds voter approval. However, the provisions applicable to local governments contain seven exemptions to this voter approval requirement.

The User Fees that the City intends to establish would fall under the second exemption, which defines a tax as any levy, charge, or exaction of any kind imposed by a local government, unless it is "a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."

Methodology

In preparing this Analysis, DTA relied on data provided by the Fire Department, including cost and time estimates, and chargeable hours for Fire Department staff directly involved with EMS and false alarm calls. These data points were utilized to determine the full cost of service and are summarized in the following sections.

Weighted Average Fully Burdened Hourly Rate

The first step in our Analysis is to determine the direct and indirect costs of the Fire Department staff directly involved with EMS and false alarm calls. Direct costs are those that are related specifically to EMS and false alarm calls. Indirect costs are those that have been incurred for a common or joint purpose and cannot be readily linked to EMS and false alarm calls. Cost incorporated into this Analysis include labor costs (annualized salaries and benefits) and overhead costs. Attachment 1 herein indicates the total costs utilized in our

Analysis for each full-time and part-time Fire Department staff member. It is worth noting that supply costs (e.g., medications) incurred are excluded from this Analysis as the Fire Department has historically been provided with such items by the transporting agency (i.e., the contracted ambulance service).

The next step is to calculate the number of chargeable hours for Fire Department staff. Chargeable hours represent the number of work hours available for providing fee-recoverable and non-fee recoverable services and activities. A full-time Fire Department employee equates to 2,912 hours per year of available work hours while a part-time employee equates to 999 hours per year of available work hours. Total hours are then adjusted to account for non-chargeable activities such as training, paid vacation, sick leave, holidays, and others as necessary. Table 1 below summarizes the adjustments made.

Table 1: Chargeable Hours

Item	Full-Time Employee	Part-Time Employee
Total Hours	2,912.00	999.00
Non-Chargeable Hours		
Training	(87.00)	(87.00)
Paid Vacation	(288.00)	(0.00)
Sick Leave	(67.20)	(33.60)
Holidays	(112.00)	(56.00)
Total Chargeable Hours	2,357.80	822.40

Attachment 1 indicates the chargeable hours utilized in our Analysis for each full-time and part-time Fire Department staff member. Rather than using actual costs of individual Fire Department staff, an average is utilized. The Fully Burdened Hourly Rate ("FBHR") is calculated by dividing the full cost (direct and indirect) for each Fire Department staff by the number of chargeable hours as shown in Table 1 above.

Based on the above assumptions, the weighted average FBHR per Fire Department staff involved in EMS and false alarm calls, weighted by the number of chargeable hours, equates to \$57.40 as shown in Attachment 1.

Average Response Time

The next step requires the development of Fire Department staff time estimates for EMS and false alarm calls. In order to achieve this, the Fire Department provided DTA with the amount of time (in hours and minutes) spent on typical EMS and false alarm calls. The Fire Department utilized actual call data to estimate their response times.

It was determined that the Fire Department's average time to respond and travel to a call, evaluate, travel back to the station, and perform any additional administrative tasks totaled fifty-six (56) minutes per EMS call and forty-eight (48) minutes per false alarm call. Additional administrative tasks include, but are not limited to, the following:

- Data input and narrative writing
- Preparation and review of report by supervisor
- Filing of physical documents

Table 2 below provides a breakdown of the services and the average response time associated with each service.

Table 2: Average Response Times ¹

Service	Dispatch Time (Alarm to Dispatch)	Reaction Time (Dispatch to Enroute)	Response Time (Enroute to Arrival)	Scene Time (Arrival to Cleared)	Additional Admin Tasks	Grand Total
EMS Call	00:01	00:02	00:05	00:15	00:33	00:56 minutes
False Alarm Call	00:01	00:02	00:05	00:07	00:33	00:48 minutes

1. Expressed in hours and minutes.

Full Cost per EMS and False Alarm Call

Lastly, to arrive at the full cost per EMS and false alarm call, the Fire Department determined the number of staff that typically respond to such calls. The Fire Department typically responds with three (3) firefighters for an EMS or false alarm call. The average cost per EMS and false alarm call is then calculated by multiplying the average number of staff by the average cost per staff (weighted average FBHR multiplied by the average response times from Table 2). Table 3 below summarizes the cost per EMS and false alarm call.

Table 3: Full Cost per EMS and False Alarm Call

Service	Weighted Average FBHR	Average Reponse Time	Average Cost per Staff	Number of Staff per Call	Average Cost per Unit of Service
EMS Call	\$57.40	00:56 minutes	\$53.57	3	\$160.72
False Alarm Call	\$57.40	00:48 minutes	\$45.92	3	\$137.76

Summary

As discussed earlier, the purpose of this Analysis is to determine the full costs incurred by the City to support the Fire Department in the response to EMS and false alarm calls. While this Analysis determines the full cost per EMS and false alarm call, the User Fees will be established at the City's discretion, at up to 100% of the full cost, as summarized in Table 3 above. Timing and implementation of the User Fees will need to be discussed with the City and its legal counsel.

If you have any questions upon review of the attached analysis, please feel free to call me at (800) 969-4DTA.

Enclosures:

- Attachment 1 – Fully Burdened Hourly Rates

ATTACHMENT 1



**FULLY BURDENED
HOURLY RATES**

**CITY OF BRAWLEY
COST RECOVERY ANALYSIS
EMERGENCY MEDICAL SERVICES AND FALSE ALARM CALLS
FULLY BURDENED HOURLY RATES**

STAFF TITLE	PART-TIME/ FULL-TIME	SALARY AND BENEFITS	FRINGE BENEFITS ¹	CENTRAL SERVICES ²	GRAND TOTAL	CHARGEABLE HOURS	FBHR ³
Firefighter 5	Full-Time	\$73,447.24	\$42,555.33	\$6,108.61	\$122,111.18	2,357.80	\$51.79
Captain 5	Full-Time	\$93,377.31	\$54,102.81	\$7,766.19	\$155,246.31	2,357.80	\$65.84
Firefighter 5	Full-Time	\$57,884.29	\$33,538.16	\$4,814.24	\$96,236.68	2,357.80	\$40.82
Firefighter 3	Full-Time	\$68,231.17	\$39,533.14	\$5,674.79	\$113,439.10	2,357.80	\$48.11
Firefighter 5	Full-Time	\$63,419.49	\$36,745.25	\$5,274.60	\$105,439.34	2,357.80	\$44.72
Firefighter 5	Full-Time	\$93,988.15	\$54,456.73	\$7,816.99	\$156,261.88	2,357.80	\$66.27
Firefighter 4	Full-Time	\$45,270.99	\$26,230.01	\$3,765.19	\$75,266.19	2,357.80	\$31.92
Captain 5	Full-Time	\$100,692.57	\$58,341.28	\$8,374.60	\$167,408.45	2,357.80	\$71.00
Captain 5	Full-Time	\$101,812.94	\$58,990.42	\$8,467.78	\$169,271.14	2,357.80	\$71.79
Firefighter 2	Full-Time	\$66,422.88	\$38,485.42	\$5,524.39	\$110,432.69	2,357.80	\$46.84
Chief	Full-Time	\$89,853.08	\$52,060.87	\$7,473.08	\$149,387.04	2,357.80	\$63.36
Firefighter 5	Full-Time	\$75,064.01	\$43,492.09	\$6,243.07	\$124,799.17	2,357.80	\$52.93
Firefighter 5	Full-Time	\$65,685.80	\$38,058.35	\$5,463.09	\$109,207.24	2,357.80	\$46.32
Captain 5	Full-Time	\$113,232.19	\$65,606.73	\$9,417.52	\$188,256.44	2,357.80	\$79.84
Firefighter 5	Full-Time	\$57,601.04	\$33,374.04	\$4,790.68	\$95,765.76	2,357.80	\$40.62
Captain 4	Full-Time	\$81,898.93	\$47,452.24	\$6,811.53	\$136,162.70	2,357.80	\$57.75
Captain 5	Full-Time	\$107,311.23	\$62,176.13	\$8,925.07	\$178,412.43	2,357.80	\$75.67
Reserve Firefighter	Part-Time	\$44,728.72	\$14,510.00	\$3,720.09	\$62,958.80	822.40	\$76.55
Reserve Firefighter	Part-Time	\$42,025.60	\$13,633.10	\$3,495.27	\$59,153.97	822.40	\$71.93
Reserve Firefighter	Part-Time	\$36,400.00	\$11,808.16	\$3,027.39	\$51,235.55	822.40	\$62.30
Reserve Firefighter	Part-Time	\$36,400.00	\$11,808.16	\$3,027.39	\$51,235.55	822.40	\$62.30
Reserve Firefighter	Part-Time	\$42,025.60	\$13,633.10	\$3,495.27	\$59,153.97	822.40	\$71.93
Weighted Average Fully Burdened Hourly Rate							\$57.40

1. Calculated as 57.94% (full-time employee) and 32.44% (part-time employee) of Salary and Benefits, as provided by the City.
2. Calculated as 8.32% of Salary and Benefits, as provided by the City.
3. Calculated by dividing the Grand Total by the chargeable hours for full-time and part-time employees, as applicable, from Table 2.