



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
Tuesday, December 20, 2016 @ 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

Sam Couchman, Mayor
Helen M. Noriega, Mayor Pro-Tempore
Norma Kastner-Jauregui, Council Member
George A. Nava, Council Member
Donald L. Wharton, Council Member

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

5. REGULAR BUSINESS

- a. Discussion and Potential Action to Amend the Joint Use Agreement Between Imperial County Office of Education and City of Brawley for Facilities Located at 1501 I Street and Approve a City Council Budget Adjustment Resolution in the Amount of \$12,757 from the General Fund. **Pgs 109-124**
- b. Discussion and Potential Action to Approve the Agreement for Funding Between the Imperial County Air Pollution Control District (ICAPCD) and the City of Brawley in the Amount of \$200,000 from the Rule 310 Operational Development Fee Program. **Pgs 125-148**
- c. Discussion and Potential Action re: the MAG Coalition's Request to Sponsor the Anti-Gang Awareness Family Health & Outreach Fair, 7.3K Run/1.73 Mile Walk. **Pgs 149-151**

6. INFORMATIONAL ITEMS

- a. Record of Building Permits for October 2016, Prepared by Francisco Soto, Chief Building Official **Pgs 152-153**
- b. Notification of Allied Waste Solid Waste Rate Adjustment per Franchise Agreement with an Effective Date of January 1, 2017 **Pgs 154-155**

7. CITY COUNCIL MEMBER REPORTS

8. CITY MANAGER REPORTS

9. CITY ATTORNEY REPORTS

10. CITY CLERK REPORTS

11. CLOSED SESSION

POTENTIAL LITIGATION

- a. Conference with Legal Counsel Potential Litigation – Three (3) Cases (California Government Code §54956.9)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- a. Paramo vs. City of Brawley

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- a. Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section §54956.9: One (1) Case

PERSONNEL MATTERS (G.C. §54957)

- a. Public Employee Appointment to the Position of Police Chief
- b. Public Employee Appointment to the Position of Public Works Director

ADJOURNMENT Next Regular Meeting, **January 3, 2017 @ 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: 11/30/2016

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
213	11/30/2016	Printed	A554	ALLIED WASTE SERVICES #467	Street Sweeping October 2016	17,272.00
214	11/30/2016	Printed	A785	AT&T	U-Verse Internet 11/17-12/16	74.00
215	11/30/2016	Printed	B781	BRODART COMPANY	Books	1,447.89
216	11/30/2016	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease	226.80
217	11/30/2016	Printed	D192	DEMCO, INC	Bookmarks, Stickers	381.71
218	11/30/2016	Printed	D123	DESERT AIR CONDITIONING, IN	Repair AC	934.00
219	11/30/2016	Printed	F105	FEDERAL EXPRESS CORP.	Ship Packages/Police Dept	412.19
220	11/30/2016	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Ear Plugs, Gloves	114.19
221	11/30/2016	Printed	S566	SPARKLETTS	Water, Cooler Rentals Oct 2016	670.95
222	11/30/2016	Printed	S689	STAPLES ADVANTAGE	CD/DVD Sleeves	156.50
223	11/30/2016	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - City Clerk	68.74
224	11/30/2016	Printed	V079	VERIZON WIRELESS SERVICES L	Cell Phone Charges/Various	1,545.32
225	11/30/2016	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Tanks/F.D. 2	283.29

13

Checks Total (excluding void checks): 23,587.58

43334	11/30/2016	Printed	A105	A T S LABS, INC.	Pretreatment Testing	1,190.00
43335	11/30/2016	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Radio Batteries	907.46
43336	11/30/2016	Printed	A472	ALPHA SITE LOGISTICS, INC.	Portable Restroom Rental	1,776.00
43337	11/30/2016	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	175.32
43338	11/30/2016	Printed	A535	ALFREDO ALVARADO	Soccer Referee 11/10-11/17	42.00
43339	11/30/2016	Printed	A915	AM COPIERS, INC.	Sharp Copier Maintenance	176.04
43340	11/30/2016	Printed	P765	AMALGAMATED ENTERPRISES LL	Storage Unit B209 Rent/Nov.	95.00
43341	11/30/2016	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Cleaning Services	55.81
43342	11/30/2016	Printed	A678	MARIA ARREDONDO	Refund Deposit/1528 River Dr.	106.88
43343	11/30/2016	Printed	B251	BAKER & TAYLOR, INC.	Books	663.93
43344	11/30/2016	Printed	B461	BERNAN	Replenish Book Deposit Account	300.00
43345	11/30/2016	Printed	B1751	KENNETH BISHOP	Refund Overpayment/481 West C	39.00
43346	11/30/2016	Printed	B230	BLACKSTONE AUDIO, INC	Books on CD	500.00
43347	11/30/2016	Printed	B612	BPRS PARADISE, LLC	Refund Ovrpmt 861 WLEG	275.76
43348	11/30/2016	Printed	C090	CA DISTRICT ATTORNEYS	2016 Field Guide	203.38
43349	11/30/2016	Printed	C155	CA POLICE CHIEFS' ASSOCIATI	Police Chief Ad	300.00
43350	11/30/2016	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Dec. 2016 Medical Insurance	88,590.08
43351	11/30/2016	Printed	C033	CA SOCIETY OF MUNICIPAL	2017 Membership/Ruby D Walla	110.00
43352	11/30/2016	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/10-11/17	108.00
43353	11/30/2016	Printed	C1010	GUILLERMO CAMPISTA	Soccer Referee 11/10-11/17	42.00
43354	11/30/2016	Printed	C052	JONATHAN CAMPISTA	Soccer Referee 11/10-11/17	114.00
43355	11/30/2016	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maintenance Oct. 2016	16.84
43356	11/30/2016	Printed	C661	CAVENDISH SQUARE	Book Plan	208.14
43357	11/30/2016	Printed	C6230	JOSE L CAZAREZ	Refund Deposit/729 B Street	50.36
43358	11/30/2016	Printed	C117	CLA-VAL CO, SOUNDCAST,	Valve Maintenance	5,562.71
43359	11/30/2016	Printed	C472	CLAIREMONT EQUIPMENT, INC.	Stump Grinder Rental	165.90
43360	11/30/2016	Printed	D250	EVANGELINA DAMIAN	Refund Deposit/655 S 11th St	137.44
43361	11/30/2016	Printed	D1002	SHANNON J DAUGHTRY DDS	Refund Deposit/250 Main Street	204.34
43362	11/30/2016	Printed	D805	DESERT VETERINARY GROUP	Animal Exam	99.00
43363	11/30/2016	Printed	D952	JONATHAN DURAN	Soccer Referee 11/10-11/17	42.00
43364	11/30/2016	Printed	E396	EBSCO	Magazine Subscription Renewals	2,366.64
43365	11/30/2016	Printed	E101	EMPLOYMENT DEVELOPMENT DEPART.	2016 3rd Qtr Unemployment	5,369.00
43366	11/30/2016	Printed	F940	FAILSAFE TESTING	Annual Ground Ladder Maint.	750.60
43367	11/30/2016	Printed	F194	FIRE & POLICE SELECTION, INC	Fire Fighter Exams	500.00

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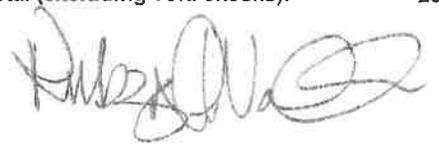
Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
43368	11/30/2016	Printed	F737	FORENSIC DRUG TESTING	Oct. 2016 Maintenance Fee	376.50
43369	11/30/2016	Printed	G435	CHRISTOPHER GALARTE	Soccer Referee 11/10-11/17	42.00
43370	11/30/2016	Printed	G994	GALE-CENGAGE LEARNING	Thriller Plan Books	459.08
43371	11/30/2016	Printed	G171	GERALD GAUNA	Refund Overpayment/626 S 2nd	2.76
43372	11/30/2016	Printed	G440	GOVERNMENT FINANCE OFF. ASSOC.	2017 Membership Dues/R Walla	225.00
43373	11/30/2016	Printed	G912	JENNIFER GUAJARDO	Refund Deposit/330 N 7th St	123.25
43374	11/30/2016	Printed	G806	GRACIELA COSSIO HIGUERA	Refund Deposit/1024 Hatfield	66.28
43375	11/30/2016	Printed	H191	HOWARD ANIMAL HOSPITAL	Vet Services 10/31, 11/08	450.05
43376	11/30/2016	Printed	I140	I. V. HOUSING AUTHORITY	Refund Overpmt/964 Dominguez	1.01
43377	11/30/2016	Printed	I559	IMAGE SALES, INC.	ID Cards/Valdez, Crankshaw	33.97
43378	11/30/2016	Void	11/30/2016		Void Check	0.00
43379	11/30/2016	Void	11/30/2016		Void Check	0.00
43380	11/30/2016	Printed	I301	IMPERIAL HARDWARE CO., INC.	Car Soap	1,015.04
43381	11/30/2016	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Students	546.80
43382	11/30/2016	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - Nov. 2016	5,000.00
43383	11/30/2016	Printed	I223	IMPERIAL VALLEY OCCUPATIONAL	Pre-Employment Physical	204.50
43384	11/30/2016	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Station #2	54.98
43385	11/30/2016	Printed	J672	IVAN J. JAUREGUI	Soccer Referee 11/3-11/17	56.00
43386	11/30/2016	Printed	J490	JOHNNY'S NEIGHBORHOOD MARKE	Breakfast/Downtown Detail	274.91
43387	11/30/2016	Printed	K154	K-C WELDING RENTALS, INC.	Shackle Tools	63.40
43388	11/30/2016	Printed	K596	KAZ-BROS DESIGN SHOP	Rodeo Signs/Cattle Call	324.00
43389	11/30/2016	Printed	K215	KENTUCKY FRIED CHICKEN	Refund Business Lic. Overpmt	107.00
43390	11/30/2016	Printed	K018	KIMLEY-HORN AND ASSOCIATES, INC	Alyce Gereaux Park Preliminary	3,917.70
43391	11/30/2016	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Sprinklers	46.98
43392	11/30/2016	Printed	L443	GUADALUPE (LUPITA) LOPEZ	Refund Overpmt/319 S Imperial	39.00
43393	11/30/2016	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Truck #209 Parks	2,259.96
43394	11/30/2016	Printed	M547	ALEX MOLINA	Soccer Referee 11/10-11/17	42.00
43395	11/30/2016	Printed	M404	MULHERIN MONUMENTAL	Inscribe Boulder/Scott Pace Pk	350.00
43396	11/30/2016	Printed	N180	JIMMY NUCKLES	Refund Deposit 699 S Hwy 111	287.72
43397	11/30/2016	Printed	O567	JIM O'MALLEY PLUMBING	Couplings	19.40
43398	11/30/2016	Printed	O233	O'REILLY AUTO PARTS	Socket, Wrench, Adapter	39.16
43399	11/30/2016	Printed	O793	OFFICE SUPPLY COMPANY	Return Battery Backup	1,039.73
43400	11/30/2016	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	3,371.00
43401	11/30/2016	Printed	P110	PESTMASTER SERVICES	Pest Control/Public Works	295.00
43402	11/30/2016	Printed	P665	PRIMO CONSTRUCTION & SERVIC	Grade Sides/Dogwood Road	1,560.00
43403	11/30/2016	Printed	P300	PROFORCE MARKETING, INC.	Return Rifles	36,152.24
43404	11/30/2016	Printed	P342	PSOMAS & ASSOCIATES, INC.	Sewer Manhole Rehab Project	706.20
43405	11/30/2016	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	PERS 11/8/2016-11/21/2016	59,819.94
43406	11/30/2016	Printed	Q376	QUILL CORPORATION	Toner	43.71
43407	11/30/2016	Printed	R177	RDO WATER	Sprinkler	61.36
43408	11/30/2016	Printed	R1317	EMILIA OR MIKE ROSALES	Refund Deposit 687 Bina Street	77.07
43409	11/30/2016	Printed	R526	JOHN RUIZ	Soccer Referee 11/10, 11/15,	42.00
43410	11/30/2016	Printed	S155	SAN DIEGO COUNTY	Fire Radio Fees/October 2016	742.50
43411	11/30/2016	Printed	R490	ROSSY D SANCHEZ	Refund Deposit 121 W D Street	38.24
43412	11/30/2016	Printed	S557	SCHOLASTIC INC.	Books	367.47
43413	11/30/2016	Printed	S480	SMYTH PLUMBING	Repair Toilet/Library	1,815.34
43414	11/30/2016	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 10/8/16-11/7/16	89.46
43415	11/30/2016	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin Bldg.	90.00
43416	11/30/2016	Printed	S3650	TARA STIFF	Refund Bus Lic #5314 Ovrpmt	179.68
43417	11/30/2016	Printed	S849	STILLS ELECTRIC	Upgrade Flood Light	1,256.42
43418	11/30/2016	Printed	S140	GLORIA SUMAYA	Reimb Mileage 10/14, 10/17,	68.58
43419	11/30/2016	Printed	T524	TYCO INTEGRATED SECURITY, LLC	Alarm Monitoring 12/1-12/31/16	177.70

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount	
43420	11/30/2016	Printed	U602	USA BLUEBOOK, INC	Suction Hose	163.80	
43421	11/30/2016	Printed	W221	WAL-MART STORES, INC. #01-1555	Wiggley Eyes, Felt, Folder	225.69	
43422	11/30/2016	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	99.76	
43423	11/30/2016	Printed	W506	DENNIS J WOLF	Refund Deposit Hanger #5	50.00	
43424	11/30/2016	Printed	Z221	BAUDELIO G ZAVALA	Refund Deposit 220 NCCH	156.33	
43425	11/30/2016	Printed	Z425	GUSTAVO ZAVALA	Soccer Referee 11/10, 11/15,	84.00	
					92	Checks Total (excluding void checks):	236,445.30
					105	Grand Total (excluding void checks):	260,032.88



INVOICE APPROVAL LIST BY FUND REPORT

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 110.000 General Revenues							
101-110.000-410.800	Business						
	KENTUCKY FRIED CHICKEN		Refund Business Lic, Overpmt	43389	11/23/2016	11/30/2016	107.00
	STIFF/TARA//		Refund Bus Lic #5314 Ovrpmt	43416	11/30/2016	11/30/2016	8.00
							115.00
101-110.000-410.910	Utility users						
	BISHOP/KENNETH//		Refund Overpayment/481 West C	43345	11/22/2016	11/30/2016	2.79
	GAUNA/GERALD//		Refund Overpayment/626 S 2nd	43371	11/18/2016	11/30/2016	1.39
	I. V. HOUSING AUTHORITY///		Refund Overpmt/964 Dominguez	43376	11/17/2016	11/30/2016	0.04
	LOPEZ/GUADALUPE		Refund Overpmt/319 S Imperial	43392	11/23/2016	11/30/2016	0.21
							4.43
Total Dept. General Revenues:							119.43
Dept: 111.000 City Council							
101-111.000-750.200							
	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	333.58
							333.58
Total Dept. City Council:							333.58
Dept: 112.000 City Clerk							
101-112.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	399.34
							399.34
101-112.000-750.210	Postage						
	UNITED PARCEL SERVICE,		Mailings - City Clerk	223	11/12/2016	11/30/2016	12.54
							12.54
Total Dept. City Clerk:							411.88
Dept: 131.000 City Manager							
101-131.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	480.19
							480.19
Total Dept. City Manager:							480.19
Dept: 151.000 Finance							
101-151.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	1,121.49
							1,121.49
101-151.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		File Folders, Battery Backup	43399	11/01/2016	11/30/2016	24.78
	OFFICE SUPPLY COMPANY///		Planner, Calendar Refills	43399	11/17/2016	11/30/2016	43.08
							67.86
101-151.000-740.400	Rent						
	CANON FINANCIAL	16691840	Copier Lease	216	11/12/2016	11/30/2016	113.40
							113.40
101-151.000-750.600							
	CA SOCIETY OF MUNICIPAL///		2017 Membership/Ruby D Walla	43351	11/15/2016	11/30/2016	110.00
	GOVERNMENT FINANCE OFF.	0123001	2017 Membership Dues/R Walla	43372	11/23/2016	11/30/2016	225.00
							335.00
Total Dept. Finance:							1,637.75

Dept: 152.000 Utility Billing

101-152.000-710.300 P E R S

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	447.93
							447.93
101-152.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		File Folders, Battery Backup	43399	11/01/2016	11/30/2016	8.25
	OFFICE SUPPLY COMPANY///		Planner, Calendar Refills	43399	11/17/2016	11/30/2016	116.16
							124.41
101-152.000-721.900	Small tools &						
	OFFICE SUPPLY COMPANY///		File Folders, Battery Backup	43399	11/01/2016	11/30/2016	92.33
	OFFICE SUPPLY COMPANY///		Return Battery Backup	43399	11/16/2016	11/30/2016	-92.33
							0.00
101-152.000-740.100	Repair &						
	AM COPIERS, INC.///	29792	Sharp Copier Maintenance	43339	11/16/2016	11/30/2016	176.04
							176.04
101-152.000-740.400	Rent						
	CANON FINANCIAL	16691840	Copier Lease	216	11/12/2016	11/30/2016	113.40
							113.40
							Total Dept. Utility Billing: 861.78
Dept: 153.000 Personnel							
101-153.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	271.07
							271.07
101-153.000-730.200	Technical						
	FIRE & POLICE SELECTION,	17519	Fire Fighter Exams	43367	11/14/2016	11/30/2016	500.00
	FORENSIC DRUG TESTING///	2016-04823	Nov. 2016 Maintenance Fee	43368	11/15/2016	11/30/2016	49.00
	FORENSIC DRUG TESTING///	2016-4337	Oct. 2016 Maintenance Fee	43368	10/11/2016	11/30/2016	327.50
	IMPERIAL VALLEY	001258	Pre-Employment Physical	43383	11/05/2016	11/30/2016	204.50
							1,081.00
101-153.000-750.300	Advertising &						
	CA POLICE CHIEFS'	6792	Police Chief Ad	43349	11/15/2016	11/30/2016	300.00
							300.00
							Total Dept. Personnel: 1,652.07
Dept: 171.000 Planning							
101-171.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	399.64
							399.64
							Total Dept. Planning: 399.64
Dept: 191.000 Non-departmental							
101-191.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Copy Paper	43399	11/09/2016	11/30/2016	136.06
							136.06
101-191.000-721.200	Other						
	SPARKLETTSS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	175.74
							175.74
101-191.000-730.200	Technical						
	PESTMASTER SERVICES///	1386875	Rodent Control/City Hall	43401	11/01/2016	11/30/2016	85.00
	PESTMASTER SERVICES///	1386876	Pest Control/City Hall	43401	11/01/2016	11/30/2016	35.00
	TYCO INTEGRATED	27549006	Alarm Monitoring 12/1-12/31/16	43419	11/12/2016	11/30/2016	177.70
							297.70
101-191.000-740.200	Cleaning						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ALSCO AMERICAN LINEN		Cleaning Services	43337	11/07/2016	11/30/2016	12.70
	SOUTHWEST WINDOW	2163	Window Cleaning/Admin Bldg.	43415	11/17/2016	11/30/2016	90.00
							102.70
101-191.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	37.75
							37.75
							Total Dept. Non-departmental: 749.95
Dept: 211.000	Police Protection						
101-211.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	13,882.95
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	1,989.01
							15,871.96
101-211.000-720.100	Office						
	STAPLES ADVANTAGE///		Tape, Labels, Envelopes	222	11/05/2016	11/30/2016	114.18
	STAPLES ADVANTAGE///		CD/DVD Sleeves	222	11/05/2016	11/30/2016	10.69
	STAPLES ADVANTAGE///		Photo Paper	222	11/05/2016	11/30/2016	20.94
	STAPLES ADVANTAGE///		CD/DVD Sleeves	222	11/01/2016	11/30/2016	10.69
							156.50
101-211.000-720.200	Books and						
	CA DISTRICT ATTORNEYS	1861	2016 Field Guide	43348	11/10/2016	11/30/2016	203.38
							203.38
101-211.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	458935/2	LED Tube Bulbs	43380	11/16/2016	11/30/2016	63.13
							63.13
101-211.000-721.200	Other						
	IMAGE SALES, INC.///	0055782-IN	ID Cards/Valdez, Crankshaw	43377	11/10/2016	11/30/2016	33.97
	IMPERIAL HARDWARE CO.,	458148/2	Nylon Flag	43380	11/09/2016	11/30/2016	38.69
							72.66
101-211.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		187 525 6200 1 10/8/16-11/7/16	43414	11/09/2016	11/30/2016	20.14
							20.14
101-211.000-725.400	Fuel						
	MCNEECE BROS OIL	159531	Fuel/Police Dept	43393	11/14/2016	11/30/2016	24.93
							24.93
101-211.000-730.200	Technical						
	PESTMASTER SERVICES///	1387267	Pest Control/Police Dept.	43401	11/10/2016	11/30/2016	35.00
	STILLS ELECTRIC///	5276	Upgrade Flood Light	43417	11/14/2016	11/30/2016	496.71
	STILLS ELECTRIC///	5277	Upgrade Flood Light	43417	11/14/2016	11/30/2016	496.71
							1,028.42
101-211.000-740.100	Repair &						
	AIRWAVE COMMUNICATIONS	606477	Nov. Radio Maint. Contract	43335	10/31/2016	11/30/2016	688.00
	DESERT AIR CONDITIONING,	B39363	A/C Maintenance	218	09/29/2016	11/30/2016	471.00
	STILLS ELECTRIC///	5095	Replace Ballast, Lamps	43417	11/01/2016	11/30/2016	146.45
							1,305.45
101-211.000-750.200							
	VERIZON WIRELESS		Mobile Broadband/Police Dept	224	11/06/2016	11/30/2016	711.11
							711.11
101-211.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	5-608-33899	Ship Packages/Police Dept	219	11/11/2016	11/30/2016	412.19
							412.19

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Total Dept. Police Protection:							19,869.87
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200	Other						
	WAL-MART STORES, INC.	00905	Spray Paint, Towels, Paint	43421	11/14/2016	11/30/2016	115.15
							115.15
Total Dept. Graffiti Abatement:							115.15
Dept: 221.000 Fire Department							
101-221.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	7,763.67
							7,763.67
101-221.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	458346/2	Insect Spray	43380	11/10/2016	11/30/2016	7.97
	IMPERIAL HARDWARE CO.,	458240/2	Screws, Hooks, Clips	43380	11/10/2016	11/30/2016	9.27
	IMPERIAL HARDWARE CO.,	458252/2	Insect Spray	43380	11/10/2016	11/30/2016	15.09
							32.33
101-221.000-721.900	Small tools &						
	AIRWAVE COMMUNICATIONS	431033	Radio Batteries	43335	11/08/2016	11/30/2016	219.46
							219.46
101-221.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS	015 325 6300 2	10/8/16-11/7/16	43414	11/09/2016	11/30/2016	15.98
							15.98
101-221.000-725.400	Fuel						
	IMPERIAL HARDWARE CO.,	457920/2	Mixed Fuel	43380	11/07/2016	11/30/2016	14.08
	MCNEECE BROS OIL	841993	Fuel/Fire Dept	43393	10/31/2016	11/30/2016	1,528.51
							1,542.59
101-221.000-740.100	Repair &						
	FAILSAFE TESTING///	8756	Annual Ground Ladder Maint.	43366	11/10/2016	11/30/2016	750.60
							750.60
101-221.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	43337	09/09/2016	11/30/2016	27.50
							27.50
101-221.000-740.400	Rent						
	WESTAIR GASES &	80110649	Acetylene, Oxygen Tanks/F.D. 1	225	11/01/2016	11/30/2016	173.73
							173.73
101-221.000-750.200							
	SAN DIEGO COUNTY///		Fire Radio Fees/October 2016	43410	11/01/2016	11/30/2016	742.50
							742.50
Total Dept. Fire Department:							11,268.36
Dept: 221.100 Fire Station #2							
101-221.100-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS	088 557 5439 9	10/4/16-11/1/16	43414	11/03/2016	11/30/2016	35.61
							35.61
101-221.100-730.200	Technical						
	JADE SECURITY SYSTEMS,	0125996	Alarm Monitoring/Station #2	43384	11/10/2016	11/30/2016	54.98
							54.98
101-221.100-740.400	Rent						
	WESTAIR GASES &	80110648	Oxygen Tanks/F.D. 2	225	11/01/2016	11/30/2016	109.56
							109.56

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101-221,100-750.200	VERIZON WIRELESS		Mobile Broadband/Fire Dept.	224	11/06/2016	11/30/2016	38.01
							38.01
							Total Dept. Fire Station #2: 238.16
Dept: 231.000 Building Inspection							
101-231.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	751.90
							751.90
101-231.000-725.400	Fuel MCNEECE BROS OIL	841996	Fuel/Building Dept.	43393	10/31/2016	11/30/2016	124.41
							124.41
101-231.000-740.100	Repair & CANON SOLUTIONS		Copier Maintenance Oct. 2016	43355	11/01/2016	11/30/2016	8.42
							8.42
							Total Dept. Building Inspection: 884.73
Dept: 241.000 Animal Control							
101-241.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	128.51
							128.51
101-241.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	458908/2 458261/2	Soap, Rags, Storage Containers Bleach, Gloves, Soap	43380 43380	11/16/2016 11/10/2016	11/30/2016 11/30/2016	101.66 58.06
							159.72
101-241.000-730.200	Technical DESERT VETERINARY HOWARD ANIMAL HOSPITAL IMPERIAL VALLEY HUMANE	150549 230464	Animal Exam Vet Services 10/31, 11/08 Animal Control - Nov. 2016	43362 43375 43382	11/11/2016 11/08/2016 11/10/2016	11/30/2016 11/30/2016 11/30/2016	99.00 450.05 5,000.00
							5,549.05
							Total Dept. Animal Control: 5,837.28
Dept: 311.000 Engineering							
101-311.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	931.11
							931.11
101-311.000-721.200	Other SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	142.43
							142.43
101-311.000-730.200	Technical PESTMASTER SERVICES///	1387393	Pest Control/Public Works	43401	11/15/2016	11/30/2016	35.00
							35.00
101-311.000-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	19.50
							19.50
101-311.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	60.67
							60.67
101-311.000-750.210	Postage UNITED PARCEL SERVICE,		Mailings - Engineering	223	11/05/2016	11/30/2016	56.20
							56.20

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Total Dept. Engineering:							1,244.91
Dept: 411.000 Community							
101-411.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	279.12
							279.12
101-411.000-740.100	Repair & CANON SOLUTIONS		Copier Maintenance Oct, 2016	43355	11/01/2016	11/30/2016	8.42
							8.42
Total Dept. Community Development:							287.54
Dept: 511.000 Parks							
101-511.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	990.14
							990.14
101-511.000-720.600	Plumbing IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION	458232/2 129847c	Plungers Sprinklers	43380 43391	11/10/2016 11/07/2016	11/30/2016 11/30/2016	18.35 46.98
							65.33
101-511.000-721.110	Food and JOHNNY'S NEIGHBORHOOD JOHNNY'S NEIGHBORHOOD JOHNNY'S NEIGHBORHOOD JOHNNY'S NEIGHBORHOOD JOHNNY'S NEIGHBORHOOD JOHNNY'S NEIGHBORHOOD	2268579 2269491 2272858 2274433 2278005 2279745	Breakfast/Downtown Detail Breakfast/Downtown Detail Breakfast/Downtown Detail Breakfast/Downtown Detail Breakfast/Downtown Detail Breakfast/Downtown Detail	43386 43386 43386 43386 43386 43386	10/19/2016 10/20/2016 10/25/2016 10/27/2016 11/01/2016 11/03/2016	11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016	41.58 47.52 45.90 47.52 38.93 53.46
							274.91
101-511.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., KAZ-BROS DESIGN SHOP/// MALLORY SAFETY & SUPPLY SPARKLETTS///	458899/2 459081/2 458100/2 458307/2 458582/2 1632 4171113 9689234	Bolts Bolts Spray Bottles, Cleaner Stake Bundles Car Soap Rodeo Signs/Cattle Call Ear Plugs, Gloves Water, Cooler Rentals Oct 2016	43380 43380 43380 43380 43380 43388 220 221	11/16/2016 11/17/2016 11/09/2016 11/10/2016 11/14/2016 11/09/2016 11/09/2016 11/01/2016	11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016	8.78 5.25 33.69 87.15 6.16 324.00 39.89 48.69
							553.61
101-511.000-721.900	Small tools & K-C WELDING RENTALS, O'REILLY AUTO PARTS///	13921	Shackle Tools Socket, Wrench, Adapter	43387 43398	11/07/2016 11/17/2016	11/30/2016 11/30/2016	63.40 39.16
							102.56
101-511.000-725.400	Fuel MCNEECE BROS OIL MCNEECE BROS OIL	159628 160283	Diesel/Backhoe #21 Parks Fuel/Truck #209 Parks	43393 43393	11/15/2016 11/16/2016	11/30/2016 11/30/2016	67.17 73.03
							140.20
101-511.000-730.200	Technical MULHERIN MONUMENTAL///	20161116	Inscribe Boulder/Scott Pace Pk	43395	11/16/2016	11/30/2016	350.00
							350.00
101-511.000-740.400	Rent CLAIREMONT EQUIPMENT,	64745501	Stump Grinder Rental	43359	11/07/2016	11/30/2016	165.90
							165.90
101-511.000-750.200	AT&T		U-Verse Internet 11/17-12/16	214	11/16/2016	11/30/2016	74.00

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							74.00
							Total Dept. Parks: 2,716.65
Dept: 521.000 Recreation & Lions							
101-521.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	398.14
							398.14
101-521.000-720.800	Janitorial IMPERIAL HARDWARE CO., WAXIE SANITARY SUPPLY///	458950/2 76332843	Cleaner, Clamp Janitorial Supplies	43380 43422	11/16/2016 11/08/2016	11/30/2016 11/30/2016	63.05 99.76
							162.81
101-521.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., SPARKLETTS///	458795/2 458950/2 458310/2 9689234	Clay Pots Cleaner, Clamp Batteries, Cable Ties Water, Cooler Rentals Oct 2016	43380 43380 43380 221	11/15/2016 11/16/2016 11/10/2016 11/01/2016	11/30/2016 11/30/2016 11/30/2016 11/30/2016	18.09 0.56 68.09 22.55
							109.29
101-521.000-730.200	Technical PESTMASTER SERVICES/// PESTMASTER SERVICES///	1386345 1387481	Pest Control/Lions Center Pest Control/Lions Center	43401 43401	11/01/2016 11/17/2016	11/30/2016 11/30/2016	35.00 35.00
							70.00
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN ARAMARK UNIFORM		Cleaning Services Cleaning Services	43337 43341	11/14/2016 10/27/2016	11/30/2016 11/30/2016	27.00 55.81
							82.81
101-521.000-740.400	Rent ALPHA SITE LOGISTICS, SPARKLETTS///	104257 9689234	Portable Restroom Rental Water, Cooler Rentals Oct 2016	43336 221	11/09/2016 11/01/2016	11/30/2016 11/30/2016	1,776.00 14.00
							1,790.00
							Total Dept. Recreation & Lions Center: 2,613.05
Dept: 521.100 Recreation Leagues							
101-521.100-721.200	Other IMPERIAL HARDWARE CO.,	459060/2	Chalk	43380	11/17/2016	11/30/2016	97.04
							97.04
101-521.100-730.200	Technical ALVARADO/ALFREDO// CAMPAS/SERGIO// CAMPISTA/GUILLERMO// CAMPISTA/JONATHAN// DURAN/JONATHAN// GALARTE/CHRISTOPHER// JAUREGUI/IVAN J.// MOLINA/ALEX// RUIZ/JOHN// ZAVALA/GUSTAVO//		Soccer Referee 11/10-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/3-11/17 Soccer Referee 11/10-11/17 Soccer Referee 11/10, 11/15, Soccer Referee 11/10, 11/15,	43338 43352 43353 43354 43363 43369 43385 43394 43409 43425	11/22/2016 11/17/2016 11/17/2016 11/17/2016 11/17/2016 11/17/2016 11/23/2016 11/17/2016 11/18/2016 11/18/2016	11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016 11/30/2016	42.00 108.00 42.00 114.00 42.00 42.00 56.00 42.00 42.00 84.00
							614.00
							Total Dept. Recreation Leagues: 711.04
Dept: 551.000 Library							
101-551.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	794.25
							794.25
101-551.000-720.100	Office						

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	OFFICE SUPPLY COMPANY///		Copy Paper, Calendar	43399	11/01/2016	11/30/2016	376.10
	QUILL CORPORATION///	9952281	Toner	43406	11/01/2016	11/30/2016	43.71
							419.81
101-551.000-720.200	Books and						
	BERNAN///		Replenish Book Deposit Account	43344	09/01/2016	11/30/2016	300.00
	BRODART COMPANY///	J141674	Books	215	10/02/2016	11/30/2016	1,447.89
	CAVENDISH SQUARE///	3025948	Book Plan	43356	09/19/2016	11/30/2016	208.14
	EBSCO///	0401057	Magazine Subscription Renewals	43364	10/25/2016	11/30/2016	2,366.64
	GALE-CENGAGE LEARNING///	58248073	Historical Fiction Plan Books	43370	06/27/2016	11/30/2016	51.82
	GALE-CENGAGE LEARNING///	59055106	Cozy Mystery Plan Books	43370	09/21/2016	11/30/2016	87.44
	GALE-CENGAGE LEARNING///	59055441	Thriller Plan Books	43370	09/21/2016	11/30/2016	106.07
	GALE-CENGAGE LEARNING///		Christian Romance Plan Books	43370	10/07/2016	11/30/2016	49.39
	GALE-CENGAGE LEARNING///	59250405	Cozy Mystery Plan 4 Books	43370	10/19/2016	11/30/2016	87.44
	GALE-CENGAGE LEARNING///	59258444	Historical Fiction Plan Books	43370	10/20/2016	11/30/2016	51.82
	GALE-CENGAGE LEARNING///	59259172	Thriller Plan Books	43370	10/20/2016	11/30/2016	25.10
							4,781.75
101-551.000-720.210	Audiovisual						
	BLACKSTONE AUDIO, INC///	841743	Books on CD	43346	06/29/2016	11/30/2016	100.00
	BLACKSTONE AUDIO, INC///	846224	Books on CD	43346	07/21/2016	11/30/2016	50.00
	BLACKSTONE AUDIO, INC///	852460	Books on CD	43346	08/16/2016	11/30/2016	50.00
	BLACKSTONE AUDIO, INC///	852459	Books on CD	43346	08/16/2016	11/30/2016	100.00
	BLACKSTONE AUDIO, INC///	857962	Books on CD	43346	09/13/2016	11/30/2016	100.00
	BLACKSTONE AUDIO, INC///	857963	Books on CD	43346	09/13/2016	11/30/2016	50.00
	BLACKSTONE AUDIO, INC///	867370	Books on CD	43346	10/25/2016	11/30/2016	50.00
							500.00
101-551.000-721.110	Food and						
	WAL-MART STORES, INC.	07956	Candy, Lemonade, Fuzzy Sticks	43421	11/01/2016	11/30/2016	12.20
							12.20
101-551.000-721.200	Other						
	DEMCO, INC///	5954793	Book Cards, Pens	217	09/08/2016	11/30/2016	309.28
	DEMCO, INC///	5961961	Bookmarks, Stickers	217	09/16/2016	11/30/2016	72.43
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	62.51
	WAL-MART STORES, INC.	07956	Candy, Lemonade, Fuzzy Sticks	43421	11/01/2016	11/30/2016	0.95
	WAL-MART STORES, INC.	00820	Spoons, Forks, Trash Can	43421	11/01/2016	11/30/2016	89.21
	WAL-MART STORES, INC.	08368	Wiggley Eyes, Felt, Folder	43421	11/10/2016	11/30/2016	8.18
							542.56
101-551.000-730.200	Technical						
	IMPERIAL VALLEY		Work Study Students	43381	11/02/2016	11/30/2016	546.80
	PESTMASTER SERVICES///	1386574	Pest Control/Library	43401	11/01/2016	11/30/2016	35.00
							581.80
101-551.000-740.100	Repair &						
	DESERT AIR CONDITIONING,	B30859	Monhthly AC Inspections	218	08/25/2016	11/30/2016	210.00
	DESERT AIR CONDITIONING,	B392402	Repair AC	218	09/02/2016	11/30/2016	253.00
	SMYTH PLUMBING	18548	Repair Toilet/Library	43413	11/01/2016	11/30/2016	1,815.34
	STILLS ELECTRIC///	5171	Troubleshoot Lights/Library	43417	11/01/2016	11/30/2016	116.55
							2,394.89
101-551.000-740.400	Rent						
	AMALGAMATED		Storage Unit B209 Rent/Nov.	43340	11/01/2016	11/30/2016	95.00
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	15.75
							110.75
							Total Dept. Library: 10,138.01
Dept: 551.100	Library Grant -						
101-551.100-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	328.82

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							328.82
101-551.100-720.200	Books and SCHOLASTIC INC.///	14119373	Books	43412	11/08/2016	11/30/2016	367.47
							367.47
101-551.100-725.400	Fuel MCNEECE BROS OIL	841994	Fuel/LAMBS	43393	10/31/2016	11/30/2016	441.91
							441.91
101-551.100-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	53.54
							53.54
101-551.100-750.400	Travel SUMAYA/GLORIA//		Reimb Mileage 10/14, 10/17,	43418	11/16/2016	11/30/2016	68.58
							68.58
Total Dept. Library Grant - LAMBS:							1,260.32
Total Fund General Fund:							63,831.34
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	744.80
							744.80
211-312.000-721.200	Other IMPERIAL HARDWARE CO.,	457594/2	Propane	43380	11/04/2016	11/30/2016	9.51
							9.51
211-312.000-730.200	Technical PRIMO CONSTRUCTION &	7584	Grade Sides/Dogwood Road	43402	11/09/2016	11/30/2016	1,560.00
							1,560.00
Total Dept. Street Maintenance &							2,314.31
Total Fund Gas Tax:							2,314.31
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 313.000 Bicycle &							
213-313.000-721.200	Other IMPERIAL HARDWARE CO.,	458227/2	Pick-up Sticks/Detail Crew	43380	11/09/2016	11/30/2016	85.88
							85.88
Total Dept. Bicycle & Pedestrian Fac.:							85.88
Total Fund SB 821 - Ped. &							85.88
Fund: 215 Measure D - Sales Tax							
Dept: 312.000 Street Maintenance							
215-312.000-730.200	Technical ALLIED WASTE SERVICES		Street Sweeping October 2016	213	10/31/2016	11/30/2016	17,272.00
							17,272.00
Total Dept. Street Maintenance &							17,272.00
Total Fund Measure D -							17,272.00

Fund: 222 Law Enforcement
Dept: 211.000 Police Protection

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222-211.000-720.900							
	PROFORCE MARKETING,	282555	Rifles	43403	11/01/2016	11/30/2016	18,372.21
	PROFORCE MARKETING,	284389	Rifles	43403	11/01/2016	11/30/2016	199.74
	PROFORCE MARKETING,	285024	Rifles	43403	11/01/2016	11/30/2016	374.54
	PROFORCE MARKETING,	285482	Rifles Quote	43403	11/01/2016	11/30/2016	12,709.90
	PROFORCE MARKETING,	285482	Rifles Quote	43403	11/01/2016	11/30/2016	15,171.76
	PROFORCE MARKETING,	285629	Rifles	43403	11/01/2016	11/30/2016	799.09
	PROFORCE MARKETING,	288338	Return Rifles	43403	11/01/2016	11/30/2016	-7,267.50
	PROFORCE MARKETING,	291732	Return Rifles	43403	11/04/2016	11/30/2016	-4,207.50
							36,152.24
Total Dept. Police Protection:							36,152.24
Total Fund Law							36,152.24
Fund: 411 Capital Projects - Parks							
Dept: 512.010 Alyce Gereaux Park							
411-512.010-730.100 Professional							
	KIMLEY-HORN AND	8758889	Alyce Gereaux Park Preliminary	43390	10/31/2016	11/30/2016	3,917.70
							3,917.70
Total Dept. Alyce Gereaux Park							3,917.70
Total Fund Capital Projects							3,917.70
Fund: 451 Developer							
Dept: 551.400 Library facilities							
451-551.400-720.200 Books and							
	BAKER & TAYLOR, INC.///		Books	43343	09/07/2016	11/30/2016	404.74
	BAKER & TAYLOR, INC.///		Books	43343	10/11/2016	11/30/2016	214.12
	BAKER & TAYLOR, INC.///		Books	43343	10/25/2016	11/30/2016	45.07
							663.93
Total Dept. Library facilities:							663.93
Total Fund Developer							663.93
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200 Water							
	ARREDONDO/MARIA//		Refund Deposit/1528 River Dr.	43342	11/22/2016	11/30/2016	106.88
	CAZAREZ/JOSE L//	50.36	Refund Deposit/729 B Street	43357	11/22/2016	11/30/2016	50.36
	DAMIAN/EVANGELINA//		Refund Deposit/655 S 11th St	43360	11/22/2016	11/30/2016	137.44
	DAUGHTRY DDS/SHANNON		Refund Deposit/250 Main Street	43361	11/22/2016	11/30/2016	204.34
	GUAJARDO/JENNIFER//		Refund Deposit/330 N 7th St	43373	11/16/2016	11/30/2016	123.25
	HIGUERA/GRACIELA		Refund Deposit/1024 Hatfield	43374	11/18/2016	11/30/2016	66.28
	NUCKLES/JIMMY//		Refund Deposit 699 S Hwy 111	43396	11/18/2016	11/30/2016	287.72
	ROSALES/EMILIA OR MIKE//		Refund Deposit 687 Bina Street	43408	11/16/2016	11/30/2016	77.07
	SANCHEZ/ROSSY D//		Refund Deposit 121 W D Street	43411	11/17/2016	11/30/2016	38.24
	STIFF/TARA//		Refund Deposit 1321 Main St	43416	11/30/2016	11/30/2016	171.68
	ZAVALA/BAUDELIO G//		Refund Deposit 220 NCCH	43424	11/18/2016	11/30/2016	156.33
							1,419.59
Total Dept. 000000:							1,419.59
Dept: 321.000 Water Treatment							
501-321.000-440.710 Water sales							
	BPRS PARADISE. LLC///		Refund Ovrpmt 861 WLEG	43347	11/16/2016	11/30/2016	275.76
	GAUNA/GERALD//		Refund Overpayment/626 S 2nd	43371	11/18/2016	11/30/2016	1.37
	I. V. HOUSING AUTHORITY///		Refund Overpmt/964 Dominguez	43376	11/17/2016	11/30/2016	0.97
	LOPEZ/GUADALUPE		Refund Overpmt/319 S Imperial	43392	11/23/2016	11/30/2016	1.29

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							279.39
501-321.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	1,302.46
							1,302.46
501-321.000-720.600	Plumbing USA BLUEBOOK, INC///	104322	Suction Hose	43420	11/07/2016	11/30/2016	163.80
							163.80
501-321.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., MALLORY SAFETY & SUPPLY SPARKLETTS///	458110/2 458640/2 4171264 9689234	Shop Towels, Armor All Tape, Brushes, Roller Covers Safety Glasses, Gloves Water, Cooler Rentals Oct 2016	43380 43380 220 221	11/09/2016 11/14/2016 11/09/2016 11/01/2016	11/30/2016 11/30/2016 11/30/2016 11/30/2016	69.02 56.76 64.04 40.78
							230.60
501-321.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	4588254/2	Stepladder, Brushes	43380	11/10/2016	11/30/2016	79.71
							79.71
501-321.000-730.200	Technical ORANGE COMMERCIAL ORANGE COMMERCIAL	8402 8424	Microbiology Analysis Microbiology Analysis	43400 43400	11/01/2016 11/07/2016	11/30/2016 11/30/2016	271.00 2,735.00
							3,006.00
501-321.000-740.100	Repair & CLA-VAL CO, SOUNDCAST, CLA-VAL CO, SOUNDCAST,	699268 699268	Valve Maintenance Valve Maintenance	43358 43358	08/11/2016 08/11/2016	11/30/2016 11/30/2016	921.95 4,640.76
							5,562.71
501-321.000-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	3.00
							3.00
501-321.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	77.60
							77.60
Total Dept. Water Treatment:							10,705.27
Dept: 322.000 Water Distribution							
501-322.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	954.42
							954.42
501-322.000-720.600	Plumbing O'MALLEY PLUMBING/JIM//	92999	Couplings	43397	11/09/2016	11/30/2016	19.40
							19.40
501-322.000-721.200	Other MALLORY SAFETY & SUPPLY RDO WATER RDO WATER	4168582 J21324 J21330	Gloves Ball Valve, Sprinkler, Adapter Sprinkler	220 43407 43407	11/03/2016 11/09/2016 11/09/2016	11/30/2016 11/30/2016 11/30/2016	10.26 41.49 19.87
							71.62
501-322.000-730.200	Technical PSOMAS & ASSOCIATES,	123638	Airport Tank Coating Repairs	43404	11/01/2016	11/30/2016	151.20
							151.20
501-322.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	77.60
							77.60

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Total Dept. Water Distribution:							1,274.24
Total Fund Water:							13,399.10
Fund: 511 Wastewater							
Dept: 331.000 Wastewater							
511-331.000-440.730	Sewer						
	BISHOP/KENNETH//		Refund Overpayment/481 West C	43345	11/22/2016	11/30/2016	15.62
	LOPEZ/GUADALUPE		Refund Overpmt/319 S Imperial	43392	11/23/2016	11/30/2016	37.50
							53.12
511-331.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	403.39
							403.39
511-331.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		172 969 1728 3 10/8/16-11/7/16	43414	11/09/2016	11/30/2016	17.73
							17.73
511-331.000-730.200	Technical						
	A T S LABS, INC.///	16-16941	Pretreatment Testing	43334	11/09/2016	11/30/2016	1,190.00
							1,190.00
511-331.000-750.200							
	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	77.60
							77.60
Total Dept. Wastewater Collection:							1,741.84
Dept: 332.000 Wastewater							
511-332.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	1,291.24
							1,291.24
511-332.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Clips, Binders, Copy Paper	43399	11/07/2016	11/30/2016	335.30
							335.30
511-332.000-721.200	Other						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	72.50
							72.50
511-332.000-730.200	Technical						
	ORANGE COMMERCIAL	8419	Microbiology Analysis	43400	11/07/2016	11/30/2016	365.00
							365.00
511-332.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	43337	11/07/2016	11/30/2016	108.12
							108.12
511-332.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2016	221	11/01/2016	11/30/2016	15.75
							15.75
511-332.000-750.200							
	VERIZON WIRELESS		Mobile Broadband/Public Works	224	11/06/2016	11/30/2016	38.01
	VERIZON WIRELESS		Cell Phone Charges/Various	224	11/10/2016	11/30/2016	77.60
							115.61
Total Dept. Wastewater treatment:							2,303.52
Total Fund Wastewater:							4,045.36

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Dept: 331.000 Wastewater							
512-331.000-800.300							
	PSOMAS & ASSOCIATES,	123684	Sewer Manhole Rehab Project	43404	11/01/2016	11/30/2016	555.00
							555.00
Total Dept. Wastewater Collection:							555.00
Total Fund Wastewater							555.00
 Fund: 521 Solid Waste							
Dept: 341.000 Solid Waste							
521-341.000-440.740 Solid waste							
	BISHOP/KENNETH//		Refund Overpayment/481 West C	43345	11/22/2016	11/30/2016	20.59
							20.59
Total Dept. Solid Waste Collection:							20.59
Total Fund Solid Waste:							20.59
 Fund: 531 Airport							
Dept: 000.000							
531-000.000-205.075 Hangar Lock							
	WOLF/DENNIS J//	23972	Refund Deposit Hanger #5	43423	11/14/2016	11/30/2016	50.00
							50.00
Total Dept. 000000:							50.00
Total Fund Airport:							50.00
 Fund: 601 Maintenance							
Dept: 801.000 Vehicle							
601-801.000-710.300 PERS							
	PUBLIC EMPLOYEES		PERS 11/8/2016-11/21/2016	43405	11/01/2016	11/30/2016	478.19
							478.19
Total Dept. Vehicle Maintenance Shop:							478.19
Total Fund Maintenance:							478.19
 Fund: 602 Risk Management							
Dept: 000.000							
602-000.000-200.034 Health							
	CA PUBLIC EMP.		Dec. 2016 Medical Insurance	43350	11/14/2016	11/30/2016	88,590.08
							88,590.08
Total Dept. 000000:							88,590.08
 Dept: 812.000 Unemployment							
602-812.000-750.110 Claims							
	EMPLOYMENT		2016 3rd Qtr Unemployment	43365	09/30/2016	11/30/2016	5,369.00
							5,369.00
Total Dept. Unemployment:							5,369.00
Total Fund Risk							93,959.08
 Fund: 802 Payroll Clearing							
Dept: 000.000							
802-000.000-200.008 Retirement							
	PUBLIC EMPLOYEES		PERS 11/2016-11/21/2016	43405	11/01/2016	11/30/2016	23,288.16

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							<u>23,288.16</u>
						Total Dept. 000000:	<u>23,288.16</u>
						Total Fund Payroll	<u>23,288.16</u>
						Grand Total:	<u>260,032.88</u>

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
226	12/08/2016	Printed	A242	A T & T	Telephone Services 11/19-12/18	313.64
227	12/08/2016	Printed	A418	ASBURY ENVIRONMENTAL SERVIC	Disposal/Waste Oil	120.00
228	12/08/2016	Printed	A785	AT&T	U Verse Internet 11/24-12/23	182.00
229	12/08/2016	Printed	B411	BSN SPORTS, LLC	Whistles, Basketballs	835.92
230	12/08/2016	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease, Usage PO #1963	1,186.19
231	12/08/2016	Printed	C856	CARROT-TOP INDUSTRIES, INC.	Flags	183.48
232	12/08/2016	Printed	C489	CPRS	Membership Dues/Miguel Perez	165.00
233	12/08/2016	Printed	D178	DIRECTV	Acct# 007659085 11/15-12/14/16	152.54
234	12/08/2016	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - Building Dept.	62.39
235	12/08/2016	Printed	M730	MALLORY SAFETY & SUPPLY LLC	First Aid Refills, Gloves	211.45
236	12/08/2016	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Gatorade	150.13
237	12/08/2016	Printed	O880	OFFICE DEPOT, INC.	Binder Clips, Markers, Ruler	257.83
238	12/08/2016	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 11/1-11/30/16	123.91
239	12/08/2016	Printed	S689	STAPLES ADVANTAGE	Certificates	157.57
240	12/08/2016	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	213.92
241	12/08/2016	Printed	V079	VERIZON WIRELESS SERVICES L	IPad Mobile Broadband	190.05
242	12/08/2016	Printed	W233	WAGE WORKS	FSA Service Fee - October 2016	100.00
				Total Checks: 17	Checks Total (excluding void checks):	4,606.02
43426	12/08/2016	Printed	A306	ABC SUPPLY CO.,INC.	Trim, Base Pallet/Meserve Park	892.06
43427	12/08/2016	Printed	A645	ALLIANT INSURANCE SERVICES	Special Event Insurance	1,928.00
43428	12/08/2016	Void	12/08/2016		Void Check	0.00
43429	12/08/2016	Void	12/08/2016		Void Check	0.00
43430	12/08/2016	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	819.46
43431	12/08/2016	Printed	A202	APWA	Job Posting Web Ad	295.00
43432	12/08/2016	Printed	A901	AT&T-CALNET 3	Telephone Services 10/20-11/19	4,376.33
43433	12/08/2016	Printed	A784	AT&T	Telephone Service/Teen Center	127.71
43434	12/08/2016	Printed	A138	ATCO INTERNATIONAL	Towels, Wipes	382.48
43435	12/08/2016	Void	12/08/2016		Void Check	0.00
43436	12/08/2016	Printed	A592	AUTO ZONE, INC. #2804	Headlight	242.26
43437	12/08/2016	Printed	B232	BIOMETRICS4ALL, INC.	Relay Fees 11/1-11/30/16	12.00
43438	12/08/2016	Printed	B231	JONATHAN BLACKSTONE	Travel Adv./Background	261.86
43439	12/08/2016	Printed	B215	BRAWLEY FLORAL	Flowers/Julie Monita	248.40
43440	12/08/2016	Printed	B578	BRAWLEY MASONIC TEMPLE ASSO	Office Space Rent - Dec. 2016	500.00
43441	12/08/2016	Printed	B747	BRENNTAG PACIFIC INC.	Credit Drum Deposit	853.51
43442	12/08/2016	Printed	C408	CALIFORNIA SOCIETY OF MUNICIPA	2017 Membership Dues/	110.00
43443	12/08/2016	Printed	C6010	CALIPATRIA UNIFIED SCHOOL DIST	Business Card Ad	65.00
43444	12/08/2016	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/29, 12/1	50.00
43445	12/08/2016	Printed	C1010	GUILLERMO CAMPISTA	Soccer Referee 12/1/16	14.00
43446	12/08/2016	Printed	C052	JONATHAN CAMPISTA	Soccer Referee, Set Up & Take	76.00
43447	12/08/2016	Printed	C477	OMAR CELIS	Soccer Referee 11/29	14.00
43448	12/08/2016	Printed	C093	CIT	City Hall Phone System	150.89
43449	12/08/2016	Printed	C117	CLA-VAL CO, SOUNDCAST,	Main Valve & Pilots Rubber	6,319.89
43450	12/08/2016	Printed	C476	ALONDRA CORTEZ	Soccer Referee 11/29/16	14.00
43451	12/08/2016	Printed	C005	COSTCO WHOLESALE #121	Supplies for Angel Tea	1,511.63
43452	12/08/2016	Printed	D144	DANIELS TIRE SERVICE	Wheel Alignment #G151 P.D.	99.00
43453	12/08/2016	Printed	D402	DAPPER TIRE CO., INC.	Tires #	472.57
43454	12/08/2016	Printed	D701	DAVID & SONS TRUCK REPAIR, INC	Engine Kit #3912 F.D. PO 2094	3,990.60
43455	12/08/2016	Printed	D103	DELTA DENTAL	Dental Insurance - Dec 2016	7,708.58
43456	12/08/2016	Printed	D397	DION INTERNATIONAL TRUCKS, LLC	Troubleshoot Engine #3912 F.D.	1,812.80
43457	12/08/2016	Printed	D952	JONATHAN DURAN	Soccer Referee 11/29/16	14.00
43458	12/08/2016	Printed	E145	ELMS EQUIPMENT	Pneumatic Breakers	1,956.94
43459	12/08/2016	Printed	E398	EMPIRE SOUTHWEST LLC	Replace Battery/Jones Street	1,773.33
43460	12/08/2016	Printed	F940	FAILSAFE TESTING	Annual Inspection Aerial Quint	650.00

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43461	12/08/2016	Printed	F231	FARMERS LAND LEVELING INC.	Sand/Gonzales & Hinojosa Parks	451.62
43462	12/08/2016	Printed	F397	FASTENAL CO.	Tax Due Invoice #CAEL178478	9.36
43463	12/08/2016	Printed	G435	CHRISTOPHER GALARTE	Soccer Referee 11/29/16	14.00
43464	12/08/2016	Printed	G958	JESSIE E GUILLEN	Rfnd Dep, Ovrpmt 641 SEAS	235.96
43465	12/08/2016	Printed	H182	HACH COMPANY, INC.	Formazin, DPD	725.12
43466	12/08/2016	Printed	H158	HD SUPPLY WATERWORKS, LTD	Hydrant Meter	1,554.28
43467	12/08/2016	Printed	H100	GEORGE HEREDIA	Tennis Instructor Oct 14, 21,	612.00
43468	12/08/2016	Printed	H104	HOLMAN PROFESSIONAL	Employee Assistance Dec. 2016	589.95
43469	12/08/2016	Printed	I102	I. I. D.	Canal Water/Mansfield 3056449	7.12
43470	12/08/2016	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	29.00
43471	12/08/2016	Printed	I005	I.V. ECONOMIC DEVELOPMENT CORP	IVEDC Annual Dinner/H. Noriega	85.00
43472	12/08/2016	Printed	I004	IMPERIAL CO TRANSPORTATION	ICTC Shared Costs 2nd Qtr FY	3,085.61
43473	12/08/2016	Void	12/08/2016		Void Check	0.00
43474	12/08/2016	Void	12/08/2016		Void Check	0.00
43475	12/08/2016	Printed	I301	IMPERIAL HARDWARE CO., INC.	Metal Roofing	1,033.18
43476	12/08/2016	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 10/22-11/21/2016	901.88
43477	12/08/2016	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	6,099.68
43478	12/08/2016	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Lumber	98.00
43479	12/08/2016	Printed	I223	IMPERIAL VALLEY OCCUPATIONAL	DMV Physical, Pre-Placement	479.00
43480	12/08/2016	Printed	I218	INTERSTATE BATTERY	Batteries/LAMBS, #3913 F.D.	665.60
43481	12/08/2016	Printed	J672	IVAN J. JAUREGUI	Soccer Referee 11/29/16	14.00
43482	12/08/2016	Printed	K154	K-C WELDING RENTALS, INC.	Safety Boots/Gustavo Rodriguez	156.55
43483	12/08/2016	Printed	K596	KAZ-BROS DESIGN SHOP	Plaques	152.27
43484	12/08/2016	Printed	L010	L.J.B. INVESTIGATIONS	Pre-Employment/A. Garibay	500.00
43485	12/08/2016	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Sprinklers	444.53
43486	12/08/2016	Printed	L077	BLANCA LARA	Travel Adv./Field Tactics &	76.50
43487	12/08/2016	Printed	L425	THE LIGHTHOUSE, INC.	Lamp, Fuses #75 Parks, Shop	194.95
43488	12/08/2016	Printed	L933	PABLO LOPEZ	Reimb. Safety Boots	200.00
43489	12/08/2016	Printed	L253	LOWE'S HIW INC.	Airless Paint Sprayer	408.35
43490	12/08/2016	Printed	M944	JAQUELINE MACIAS	Zumba Instructor P.M. Nov 2016	85.00
43491	12/08/2016	Printed	M222	MICHAEL MALDONADO	Refund Ovrpmt 1004 W Steven	1.17
43492	12/08/2016	Printed	M004	MCNEECE BROS OIL COMPANY	Balance Due Inv #841994	3,396.26
43493	12/08/2016	Printed	M547	ALEX MOLINA	Soccer Referee 11/29/16	14.00
43494	12/08/2016	Printed	M011	ROSANNA BAYON MOORE	Reimb. Scott Pace Monument	1,480.00
43495	12/08/2016	Printed	M860	MUSCO FINANCE, LLC	Lease Pmt Ball Park Lighting	20,785.00
43496	12/08/2016	Printed	N161	NEWCASTLE FARMS, LLC.	Drill Holes #74T	67.50
43497	12/08/2016	Printed	N045	NORTHEND AUTOPARTS, INC.	Filter #10B	625.33
43498	12/08/2016	Printed	0567	JIM O'MALLEY PLUMBING	Coupling, PVC	65.32
43499	12/08/2016	Void	12/08/2016		Void Check	0.00
43500	12/08/2016	Printed	O233	O'REILLY AUTO PARTS	Fittings #201 Streets	1,365.13
43501	12/08/2016	Printed	O793	OFFICE SUPPLY COMPANY	Calendars, Filing Tabs	175.29
43502	12/08/2016	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	7,122.00
43503	12/08/2016	Printed	O160	ORIGINAL SID BLACKMAN	Repair Backflow/S. Pace Park	578.00
43504	12/08/2016	Printed	P110	PESTMASTER SERVICES	Pest Control/City Hall	120.00
43505	12/08/2016	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	111.90
43506	12/08/2016	Printed	P930	POLYDYNE, INC.	Clarifloc	8,576.54
43507	12/08/2016	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance - December 2016	3,560.05
43508	12/08/2016	Printed	P451	PRINTING SYSTEMS, INC.	W2s, 1099 Misc Forms,	288.71
43509	12/08/2016	Printed	R311	R & K AIR CONDITIONING	A/C Repair	345.50
43510	12/08/2016	Printed	R177	RDO WATER	Return Valve	317.25
43511	12/08/2016	Printed	R243	ISRAEL RICO	Refund Deposit 1043 Eucalyptus	202.14
43512	12/08/2016	Printed	R1114	MARIA F RIOS	Rfnd Dep, Ovrpmt 837 David St.	186.29
43513	12/08/2016	Printed	R611	ADRIANA RUIZ	Travel Adv./Field Tactics &	272.81
43514	12/08/2016	Printed	R526	JOHN RUIZ	Soccer Referee 11/29/16	14.00

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
43515	12/08/2016	Printed	S815	SAL'S TREE SERVICE	Trim Palm Trees/Main St.	4,500.00
43516	12/08/2016	Printed	S394	SAN DIEGO ASSOCIATION OF	Field Tactics & Officer Safety	180.00
43517	12/08/2016	Printed	S087	SILVERSTRAND CONSTRUCTION	Alyce Gereaux Park Renovation	216,793.49
43518	12/08/2016	Printed	S760	SPECTRUM ADVERTISING	Website Design & CMS System	3,835.00
43519	12/08/2016	Printed	S024	STAPLES CREDIT PLAN	Receipt Rolls	1,121.73
43520	12/08/2016	Printed	S408	SWRCB FEES	Annual Permit Fee 7/1-6/30/17	24,213.17
43521	12/08/2016	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	3,968.97
43522	12/08/2016	Printed	U602	USA BLUEBOOK, INC	Adapter, Tubes	126.76
43523	12/08/2016	Printed	V506	VALLEY PETROLEUM EQUIPMENT INC	Gas System Inspection	208.05
43524	12/08/2016	Printed	V1029	VIRIDIANA VELASQUEZ	Refund Deposit 1029 Hatfield	83.48
43525	12/08/2016	Printed	V452	VISION SERVICE PLAN (CA), I	December Vision Insurance	1,903.27
43526	12/08/2016	Printed	W840	WALKER PROCESS EQUIPMENT	Wiper	834.68
43527	12/08/2016	Printed	W566	WRIGHT & KNIGHT SERVICE CENTER	Replace Brake Pads #G151 P.D.	361.04
43528	12/08/2016	Printed	Z425	GUSTAVO ZAVALA	Soccer Referee 11/29, 12/1	56.00
43529	12/08/2016	Printed	Z888	GERARDO ZAYAS	Refund Deposit 132 S Plaza #2	407.37
Total Checks: 104					Checks Total (excluding void checks):	364,914.04
Total 121					Grand Total (excluding void checks):	369,520.06



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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 110.000 General Revenues							
101-110.000-410.910	Utility users						
	GUILLEN/JESSIE E//		Rfnd Dep, Ovrpmt 641 SEAS	43464	12/01/2016	12/08/2016	2.79
	RIOS/MARIA F//		Rfnd Dep, Ovrpmt 837 David St.	43512	12/01/2016	12/08/2016	1.39
							4.18
							Total Dept. General Revenues: 4.18
Dept: 111.000 City Council							
101-111.000-721.200	Other						
	BRAWLEY FLORAL///	3211	Plant/Olden Morris	43439	12/01/2016	12/08/2016	59.40
	BRAWLEY FLORAL///	3254	Plant/Herbert Robinson	43439	12/01/2016	12/08/2016	59.40
	BRAWLEY FLORAL///	7847	Flowers/Suzy Wharton	43439	12/01/2016	12/08/2016	70.20
	BRAWLEY FLORAL///	7832	Flowers/Julie Monita	43439	12/01/2016	12/08/2016	59.40
							248.40
101-111.000-730.200	Technical						
	SPECTRUM ADVERTISING///	12987	Video Tape Council Mtg 11/1/16	43518	12/01/2016	12/08/2016	500.00
	SPECTRUM ADVERTISING///	13002	Video Tape Council Mtg 11/15	43518	12/01/2016	12/08/2016	500.00
	SPECTRUM ADVERTISING///	12688	Website Design & CMS System	43518	12/01/2016	12/08/2016	2,835.00
							3,835.00
101-111.000-750.200	VERIZON WIRELESS		IPad Mobile Broadband	241	12/01/2016	12/08/2016	114.03
							114.03
101-111.000-750.404	Travel - H.N. I.V. ECONOMIC		IVEDC Annual Dinner/H. Noriega	43471	12/01/2016	12/08/2016	85.00
							85.00
101-111.000-750.601	Special KAZ-BROS DESIGN SHOP///	1685	Plaques	43483	12/01/2016	12/08/2016	152.27
							152.27
							Total Dept. City Council: 4,434.70
Dept: 112.000 City Clerk							
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	5-623-47922	Mailings - City Clerk	234	12/01/2016	12/08/2016	15.30
	UNITED PARCEL SERVICE,		Mailings - City Clerk	240	12/01/2016	12/08/2016	25.08
							40.38
							Total Dept. City Clerk: 40.38
Dept: 131.000 City Manager							
101-131.000-750.200	VERIZON WIRELESS		IPad Mobile Broadband	241	12/01/2016	12/08/2016	38.01
							38.01
							Total Dept. City Manager: 38.01
Dept: 151.000 Finance							
101-151.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Calendars, Filing Tabs	43501	12/02/2016	12/08/2016	51.65
	PRINTING SYSTEMS, INC.///	98691	W2s, 1099 Misc Forms,	43508	12/01/2016	12/08/2016	288.71
							340.36
101-151.000-740.100	Repair & CIT///	29451531	City Hall Phone System	43448	12/01/2016	12/08/2016	75.45
							75.45
101-151.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	35.79

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							35.79
101-151.000-750.600	CALIFORNIA SOCIETY OF		2017 Membership Dues/	43442	12/01/2016	12/08/2016	110.00
							110.00
						Total Dept. Finance:	561.60
Dept: 152.000 Utility Billing							
101-152.000-740.100	Repair & CIT///	29451531	City Hall Phone System	43448	12/01/2016	12/08/2016	75.44
							75.44
						Total Dept. Utility Billing:	75.44
Dept: 153.000 Personnel							
101-153.000-730.200	Technical						
	IMPERIAL VALLEY	001417	DMV Physical, Pre-Placement	43479	12/01/2016	12/08/2016	479.00
	L.J.B. INVESTIGATIONS///	BRC	Pre-Employment/A. Garibay	43484	12/01/2016	12/08/2016	500.00
	WAGE WORKS///		FSA Service Fee - October 2016	242	12/01/2016	12/08/2016	100.00
							1,079.00
101-153.000-750.200	BIOMETRICS4ALL, INC.///		Relay Fees 11/1-11/30/16	43437	12/01/2016	12/08/2016	12.00
							12.00
101-153.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	5-616-45468	Mailings - Personnel	234	12/01/2016	12/08/2016	10.24
							10.24
101-153.000-750.300	Advertising & APWA///						
		742047	Job Posting Web Ad	43431	12/01/2016	12/08/2016	295.00
							295.00
						Total Dept. Personnel:	1,396.24
Dept: 171.000 Planning							
101-171.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Hanging Folders	43501	12/01/2016	12/08/2016	17.97
	OFFICE SUPPLY COMPANY///		Return Hanging Folders	43501	12/01/2016	12/08/2016	-17.97
	OFFICE SUPPLY COMPANY///		Tape, Pens	43501	12/01/2016	12/08/2016	21.34
	OFFICE SUPPLY COMPANY///		Hanging Folders	43501	12/01/2016	12/08/2016	21.30
	OFFICE SUPPLY COMPANY///		Tabs	43501	12/01/2016	12/08/2016	9.51
							52.15
101-171.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	162.73
							162.73
						Total Dept. Planning:	214.88
Dept: 181.000 Information							
101-181.000-750.200	VERIZON WIRELESS		IPad Mobile Broadband	241	12/01/2016	12/08/2016	38.01
							38.01
						Total Dept. Information technology:	38.01
Dept: 191.000 Non-departmental							
101-191.000-720.800	Janitorial						
	PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	43505	12/01/2016	12/08/2016	80.91
							80.91
101-191.000-721.110	Food and						

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	PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	43505	12/01/2016	12/08/2016	30.99
							<u>30.99</u>
101-191.000-721.900	Small tools & PROTECTION ONE ALARM///		Alarm Monitoring 11/1-11/30/16	238	12/01/2016	12/08/2016	37.80
							<u>37.80</u>
101-191.000-730.200	Technical PESTMASTER SERVICES///	1387837	Rodent Control/City Hall	43504	12/01/2016	12/08/2016	85.00
	PESTMASTER SERVICES///	1387838	Pest Control/City Hall	43504	12/01/2016	12/08/2016	35.00
	PROTECTION ONE ALARM///		Alarm Monitoring 11/1-11/30/16	238	12/01/2016	12/08/2016	45.01
							<u>165.01</u>
101-191.000-740.200	Cleaning ALSOCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	15.00
	ALSOCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	18.05
							<u>33.05</u>
101-191.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	351.62
							<u>351.62</u>
							Total Dept. Non-departmental: 699.38
Dept: 211.000 Police Protection							
101-211.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	1,682.43
							<u>1,682.43</u>
101-211.000-750.400	Travel BLACKSTONE/JONATHAN//		Travel Adv./Background	43438	12/01/2016	12/08/2016	261.86
							<u>261.86</u>
101-211.000-750.510	LARA/BLANCA//		Travel Adv./Field Tactics &	43486	12/05/2016	12/08/2016	76.50
	RUIZ/ADRIANA//		Travel Adv./Field Tactics &	43513	12/05/2016	12/08/2016	272.81
	SAN DIEGO ASSOCIATION OF		Field Tactics & Officer Safety	43516	12/01/2016	12/08/2016	90.00
	SAN DIEGO ASSOCIATION OF		Field Tactics & Officer Safety	43516	12/01/2016	12/08/2016	90.00
							<u>529.31</u>
							Total Dept. Police Protection: 2,473.60
Dept: 221.000 Fire Department							
101-221.000-721.200	Other IMPERIAL HARDWARE CO.,	459086/2	Bulbs, Ballast	43475	12/01/2016	12/08/2016	21.52
	IMPERIAL HARDWARE CO.,	458783/2	Bolts, Stretch Cord	43475	12/01/2016	12/08/2016	4.05
	IMPERIAL HARDWARE CO.,	458686/2	Tapcon, Bit	43475	12/01/2016	12/08/2016	10.10
	IMPERIAL HARDWARE CO.,	458615/2	Wax Rings, Bolt Cap	43475	12/01/2016	12/08/2016	6.24
	IMPERIAL HARDWARE CO.,	460119/2	Batteries, Caulk	43475	12/01/2016	12/08/2016	22.40
							<u>64.31</u>
101-221.000-730.200	Technical I. V. TERMITE & PEST	0239575	Pest Control Svcs F.D. #1	43470	12/01/2016	12/08/2016	29.00
							<u>29.00</u>
101-221.000-740.100	Repair & DAVID & SONS TRUCK	0020475	Engine Kit #3912 F.D. PO 2094	43454	12/01/2016	12/08/2016	3,990.60
							<u>3,990.60</u>
101-221.000-740.200	Cleaning ALSOCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	27.50
							<u>27.50</u>
101-221.000-750.200							

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	AT&T		U-Verse 11/17-12/16/16	228	12/01/2016	12/08/2016	59.00
	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	156.35
	DIRECTV		Acct# 007659085 11/15-12/14/16	233	12/01/2016	12/08/2016	152.54
							367.89
Total Dept. Fire Department:							4,479.30
Dept: 221.100 Fire Station #2							
101-221.100-720.100	Office						
	STAPLES CREDIT PLAN///	96860	Pens, Binder Tabs, Fan	43519	12/01/2016	12/08/2016	178.12
							178.12
101-221.100-720.400	Automotive						
	AUTO ZONE, INC. #2804///		Exhaust Fluid, Spray Gun	43436	12/01/2016	12/08/2016	69.10
	AUTO ZONE, INC. #2804///		Bulbs, Car Wash, Fuse Holder	43436	12/01/2016	12/08/2016	12.68
	AUTO ZONE, INC. #2804///		Headlight	43436	12/01/2016	12/08/2016	10.98
							92.76
101-221.100-721.200	Other						
	CARROT-TOP INDUSTRIES,	32009700	Flags	231	12/01/2016	12/08/2016	183.48
	IMPERIAL HARDWARE CO.,	459253/2	Storage Drawer, Box, Fuel	43475	12/01/2016	12/08/2016	37.47
							220.95
101-221.100-740.100	Repair & FAILSAFE TESTING///						
		8769	Annual Inspection Aerial Quint	43460	12/21/2016	12/08/2016	650.00
							650.00
101-221.100-750.200							
	A T & T///		Telephone Services 11/19-12/18	226	12/01/2016	12/08/2016	313.64
	AT&T		U Verse Internet 11/24-12/23	228	12/01/2016	12/08/2016	59.00
							372.64
Total Dept. Fire Station #2:							1,514.47
Dept: 231.000 Building Inspection							
101-231.000-750.200							
	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	108.66
							108.66
Total Dept. Building Inspection:							108.66
Dept: 241.000 Animal Control							
101-241.000-725.400	Fuel						
	MCNEECE BROS OIL	841998	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	324.27
							324.27
101-241.000-730.200	Technical						
	IMPERIAL LANDFILL, INC.///		Animal Dumping Fees	43477	12/01/2016	12/08/2016	54.59
							54.59
101-241.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	9.58
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	9.58
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	9.58
							28.74
Total Dept. Animal Control:							407.60
Dept: 311.000 Engineering							
101-311.000-720.100	Office						
	OFFICE DEPOT, INC.///		Binder Clips, Markers, Ruler	237	12/01/2016	12/08/2016	257.83
	STAPLES CREDIT PLAN///		File Folders	43519	12/01/2016	12/08/2016	102.56
	STAPLES CREDIT PLAN///		Receipt Rolls	43519	12/01/2016	12/08/2016	7.55

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							367.94
101-311.000-721.900	Small tools & STAPLES CREDIT PLAN/// STAPLES CREDIT PLAN///		Filing Cabinet Cabinet Rails	43519 43519	12/01/2016 12/01/2016	12/08/2016 12/08/2016	734.39 99.11
							833.50
101-311.000-725.400	Fuel MCNEECE BROS OIL	841998	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	139.10
							139.10
101-311.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN		Cleaning Services Cleaning Services Cleaning Services	43430 43430 43430	12/01/2016 12/01/2016 12/01/2016	12/08/2016 12/08/2016 12/08/2016	26.12 26.12 26.12
							78.36
101-311.000-740.400	Rent CANON FINANCIAL	16691836	P.W. Copier Lease	230	12/01/2016	12/08/2016	540.00
							540.00
101-311.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	776.88
							776.88
101-311.000-750.210	Postage UNITED PARCEL SERVICE,		Mailings - Engineering	240	12/01/2016	12/08/2016	188.84
							188.84
							Total Dept. Engineering: 2,924.62
Dept: 411.000 Community							
101-411.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	108.67
							108.67
101-411.000-750.210	Postage FEDERAL EXPRESS CORP.///	5-623-03766	Mailings - Building Dept.	234	12/01/2016	12/08/2016	36.85
							36.85
							Total Dept. Community Development: 145.52
Dept: 511.000 Parks							
101-511.000-720.600	Plumbing IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION O'MALLEY PLUMBING/JIM// O'MALLEY PLUMBING/JIM// RDO WATER	460135/2 460350/2 130338c 91878 93057 J21846	Nipple, PVC Wedge Anchors Sprinklers Glue, Pipe Coupling, PVC Tee Slip, Coupling Slip	43475 43475 43485 43498 43498 43510	12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016	12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016	13.17 14.04 444.53 36.22 29.10 0.94
							538.00
101-511.000-721.200	Other ELMS EQUIPMENT/// ELMS EQUIPMENT/// FARMERS LAND LEVELING IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL TRUSS & LUMBER MALLORY SAFETY & SUPPLY O'REILLY AUTO PARTS/// O'REILLY AUTO PARTS///		Chain Loop Filter Sand/Gonzales & Hinojosa Parks Pickup Sticks Bolts Tarp, Graffiti Remover Lumber Gatorade Ball Mount #47 Parks Joints	43458 43458 43461 43475 43475 43475 43478 236 43500 43500	12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016 12/01/2016	12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016 12/08/2016	67.98 4.24 451.62 42.94 18.90 130.77 98.00 150.13 87.46 15.10

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							1,067.14
101-511.000-725.400	Fuel MCNEECE BROS OIL	160494	Fuel/Parks & Rec Dept.	43492	12/01/2016	12/08/2016	82.39
							82.39
101-511.000-730.200	Technical MOORE/ROSANNA BAYON//		Reimb. Scott Pace Monument	43494	12/01/2016	12/08/2016	1,480.00
							1,480.00
101-511.000-740.100	Repair & ORIGINAL SID BLACKMAN///	16-58752	Repair Backflow/S. Pace Park	43503	12/01/2016	12/08/2016	578.00
							578.00
101-511.000-760.100	Interest MUSCO FINANCE, LLC///	22445	Lease Pmt Ball Park Lighting	43495	12/01/2016	12/08/2016	1,258.32
							1,258.32
101-511.000-760.200	Principal MUSCO FINANCE, LLC///	22445	Lease Pmt Ball Park Lighting	43495	12/01/2016	12/08/2016	19,526.68
							19,526.68
							Total Dept. Parks: 24,530.53
Dept: 521.000 Recreation & Lions							
101-521.000-720.300	Chemicals BRENNTAG PACIFIC INC./// BRENNTAG PACIFIC INC./// IMPERIAL HARDWARE CO.,	BPI675140 BPI248717 460349/2	Sodium Bicarbonate Credit Drum Deposit Nozzle, Chlorine Tablets	43441 43441 43475	12/01/2016 12/01/2016 12/01/2016	12/08/2016 12/08/2016 12/08/2016	1,093.51 -240.00 37.94
							891.45
101-521.000-720.800	Janitorial IMPERIAL HARDWARE CO.,	460349/2	Nozzle, Chlorine Tablets	43475	12/01/2016	12/08/2016	47.29
							47.29
101-521.000-721.200	Other COSTCO WHOLESALE #121/// IMPERIAL HARDWARE CO.,	34109 460349/2	Christmas Trees Nozzle, Chlorine Tablets	43451 43475	12/01/2016 12/01/2016	12/08/2016 12/08/2016	785.94 82.79
							868.73
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN		Cleaning Services Cleaning Services	43430 43430	12/01/2016 12/01/2016	12/08/2016 12/08/2016	27.00 27.00
							54.00
101-521.000-740.400	Rent CANON FINANCIAL CANON FINANCIAL	16691839 16691837	Fax Board Lease Copier Lease/Parks & Rec.	230 230	12/01/2016 12/01/2016	12/08/2016 12/08/2016	14.90 178.20
							193.10
101-521.000-750.200	AT&T/// AT&T-CALNET 3///		Telephone Service/Teen Center Telephone Services 10/20-11/19	43433 43432	12/01/2016 12/01/2016	12/08/2016 12/08/2016	127.71 214.33
							342.04
101-521.000-750.600	CPRS///	129661	Membership Dues/Miguel Perez	232	12/01/2016	12/08/2016	165.00
							165.00
							Total Dept. Recreation & Lions Center: 2,561.61
Dept: 521.100 Recreation Leagues							
101-521.100-721.200	Other BSN SPORTS, LLC/// STAPLES ADVANTAGE///	98459485	Whistles, Basketballs Certificates	229 239	12/01/2016 12/01/2016	12/08/2016 12/08/2016	835.92 157.57

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							993.49
101-521.100-730.200	Technical						
	CAMPAS/SERGIO//		Soccer Referee 11/29, 12/1	43444	12/02/2016	12/08/2016	50.00
	CAMPISTA/GUILLERMO//		Soccer Referee 12/1/16	43445	12/02/2016	12/08/2016	14.00
	CAMPISTA/JONATHAN//		Soccer Referee, Set Up & Take	43446	12/02/2016	12/08/2016	76.00
	CELIS/OMAR//		Soccer Referee 11/29	43447	12/02/2016	12/08/2016	14.00
	CORTEZ/ALONDRA//		Soccer Referee 11/29/16	43450	12/02/2016	12/08/2016	14.00
	DURAN/JONATHAN//		Soccer Referee 11/29/16	43457	12/02/2016	12/08/2016	14.00
	GALARTE/CHRISTOPHER//		Soccer Referee 11/29/16	43463	12/02/2016	12/08/2016	14.00
	HEREDIA/GEORGE//		Tennis Instructor Oct 14, 21,	43467	12/02/2016	12/08/2016	612.00
	JAUREGUI/IVAN J.//		Soccer Referee 11/29/16	43481	12/02/2016	12/08/2016	14.00
	MACIAS/JAQUELINE//	7013141	Zumba instructor P.M. Nov 2016	43490	12/01/2016	12/08/2016	85.00
	MOLINA/ALEX//		Soccer Referee 11/29/16	43493	12/02/2016	12/08/2016	14.00
	RUIZ/JOHN//		Soccer Referee 11/29/16	43514	12/02/2016	12/08/2016	14.00
	ZAVALA/GUSTAVO//		Soccer Referee 11/29, 12/1	43528	12/02/2016	12/08/2016	56.00
							991.00
Total Dept. Recreation Leagues:							1,984.49
Dept: 522.000 Senior Citizens							
101-522.000-750.200							
	AT&T		U-Verse Internet 11/24-12/23	228	12/01/2016	12/08/2016	64.00
	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	23.56
							87.56
Total Dept. Senior Citizens Center:							87.56
Dept: 551.000 Library							
101-551.000-720.100	Office						
	COSTCO WHOLESALE #121///	34029	Supplies for Angel Tea	43451	12/01/2016	12/08/2016	98.24
							98.24
101-551.000-720.800	Janitorial						
	COSTCO WHOLESALE #121///	34029	Supplies for Angel Tea	43451	12/01/2016	12/08/2016	95.64
							95.64
101-551.000-721.110	Food and						
	COSTCO WHOLESALE #121///	34029	Supplies for Angel Tea	43451	12/01/2016	12/08/2016	287.94
							287.94
101-551.000-721.200	Other						
	COSTCO WHOLESALE #121///	34029	Supplies for Angel Tea	43451	12/01/2016	12/08/2016	243.87
							243.87
101-551.000-730.200	Technical						
	PROTECTION ONE ALARM///		Alarm Monitoring 11/1-11/30/16	238	12/01/2016	12/08/2016	41.10
							41.10
101-551.000-740.100	Repair &						
	CANON FINANCIAL	16691834	Copier Lease, Usage PO #1963	230	12/01/2016	12/08/2016	163.55
							163.55
101-551.000-740.400	Rent						
	BRAWLEY MASONIC TEMPLE		Office Space Rent - Dec. 2016	43440	12/01/2016	12/08/2016	500.00
	CANON FINANCIAL	16691834	Copier Lease, Usage PO #1963	230	12/01/2016	12/08/2016	211.14
							711.14
101-551.000-750.200							
	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	209.52
							209.52
101-551.000-750.300	Advertising &						
	CALIPATRIA UNIFIED	1516147	Business Card Ad	43443	12/01/2016	12/08/2016	65.00

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							<u>65.00</u>
						Total Dept. Library:	1,916.00
Dept: 551.100 Library Grant -							
101-551.100-725.400 Fuel							
MCNEECE BROS OIL		841994	Balance Due Inv #841994	43492	12/01/2016	12/08/2016	3.00
							<u>3.00</u>
						Total Dept. Library Grant - LAMBS:	3.00
						Total Fund General Fund:	50,639.78
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-720.600 Plumbing							
RDO WATER		J21805	Valve, Adapter	43510	12/01/2016	12/08/2016	27.41
RDO WATER		J21844	Valve	43510	12/01/2016	12/08/2016	96.38
RDO WATER		J21847	Return Valve	43510	12/01/2016	12/08/2016	-26.72
							<u>97.07</u>
211-312.000-721.200 Other							
IMPERIAL HARDWARE CO.,		458502/2	Trash Bags	43475	12/01/2016	12/08/2016	30.22
							<u>30.22</u>
211-312.000-721.900 Small tools &							
ELMS EQUIPMENT///			Pneumatic Breakers	43458	12/01/2016	12/08/2016	1,884.72
							<u>1,884.72</u>
211-312.000-730.200 Technical							
IMPERIAL CO		17-10	ICTC Shared Costs 2nd Qtr FY	43472	12/01/2016	12/08/2016	3,085.61
SAL'S TREE SERVICE///		240	Trim Palm Trees/Main St.	43515	12/01/2016	12/08/2016	4,500.00
							<u>7,585.61</u>
						Total Dept. Street Maintenance &	9,597.62
						Total Fund Gas Tax:	9,597.62
Fund: 411 Capital Projects - Parks							
Dept: 000.000							
411-000.000-201.514 Retention -							
SILVERSTRAND		6	Alyce Gereaux Park Renovation	43517	12/01/2016	12/08/2016	-11,410.19
							<u>-11,410.19</u>
						Total Dept. 000000:	-11,410.19
Dept: 512.010 Alyce Gereaux Park							
411-512.010-800.300							
SILVERSTRAND		6	Alyce Gereaux Park Renovation	43517	12/01/2016	12/08/2016	228,203.68
							<u>228,203.68</u>
						Total Dept. Alyce Gereaux Park	228,203.68
						Total Fund Capital Projects	216,793.49
Fund: 451 Developer							
Dept: 521.400 Recreational							
451-521.400-800.200 Buildings							
ABC SUPPLY CO.,INC.///		53750787	Trim, Base Pallet/Meserve Park	43426	12/01/2016	12/08/2016	892.06
IMPERIAL HARDWARE CO.,		459804/2	Knife, Tape, Pan/Meserve Park	43475	12/01/2016	12/08/2016	95.68
							<u>987.74</u>

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Total Dept. Recreational facilities:							987.74
Total Fund Developer							987.74
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200	Water						
	GUILLEN/JESSIE E//		Rfnd Dep, Ovrpmt 641 SEAS	43464	12/01/2016	12/08/2016	196.96
	RICO/ISRAEL//		Refund Deposit 1043 Eucalyptus	43511	12/02/2016	12/08/2016	202.14
	RIOS/MARIA F//		Rfnd Dep, Ovrpmt 837 David St.	43512	12/01/2016	12/08/2016	150.05
	VELASQUEZ/VIRIDIANA//		Refund Deposit 1029 Hatfield	43524	12/01/2016	12/08/2016	83.48
	ZAYAS/GERARDO//		Refund Deposit 132 S Plaza #2	43529	12/01/2016	12/08/2016	407.37
Total Dept. 000000:							1,040.00
Dept: 321.000 Water Treatment							
501-321.000-440.710	Water sales						
	GUILLEN/JESSIE E//		Rfnd Dep, Ovrpmt 641 SEAS	43464	12/01/2016	12/08/2016	2.58
	MALDONADO/MICHAEL//		Refund Ovrpmt 1004 W Steven	43491	12/01/2016	12/08/2016	1.17
Total Dept. 321.000							3.75
501-321.000-720.300	Chemicals						
	POLYDYNE, INC.///	1090890	Clarifloc	43506	12/01/2016	12/08/2016	3,761.64
	UNIVAR USA, INC.///		Sodium Hypochlorite	43521	12/01/2016	12/08/2016	33.45
	UNIVAR USA, INC.///		Sodium Hypochlorite	43521	12/01/2016	12/08/2016	3,935.52
Total Dept. 720.300							7,730.61
501-321.000-720.600	Plumbing						
	HD SUPPLY WATERWORKS,		Blind Flange, Spray Paint	43466	12/01/2016	12/08/2016	773.07
	IMPERIAL HARDWARE CO.,	458679/2	Hoses	43475	12/01/2016	12/08/2016	119.79
	RDO WATER	J21775	Nobin	43510	12/01/2016	12/08/2016	219.24
	USA BLUEBOOK, INC.///	112218	Adapter, Tubes	43522	12/01/2016	12/08/2016	126.76
Total Dept. 720.600							1,238.86
501-321.000-721.200	Other						
	ASBURY ENVIRONMENTAL	1500-00114937	Disposal/Waste Oil	227	12/01/2016	12/08/2016	120.00
	HACH COMPANY, INC.///	10189248	Formazin, DPD	43465	12/01/2016	12/08/2016	725.12
	IMPERIAL HARDWARE CO.,	459765/2	Tape, Hose, Bibb	43475	12/01/2016	12/08/2016	20.30
Total Dept. 721.200							865.42
501-321.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	459731/2	Rakes	43475	12/01/2016	12/08/2016	121.40
	IMPERIAL HARDWARE CO.,	459754/2	Return Paint Gun	43475	12/01/2016	12/08/2016	-275.39
	LOWE'S HIW INC.///	16072	Airless Paint Sprayer	43489	12/01/2016	12/08/2016	408.35
Total Dept. 721.900							254.36
501-321.000-725.100	Water						
	I. I. D.///		Canal Water/Mansfield 3056449	43469	12/01/2016	12/08/2016	7.12
Total Dept. 725.100							7.12
501-321.000-725.400	Fuel						
	MCNEECE BROS OIL	841998	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	257.97
Total Dept. 725.400							257.97
501-321.000-730.200	Technical						
	ORANGE COMMERCIAL	8431	Microbiology Analysis	43502	12/01/2016	12/08/2016	1,030.00
	ORANGE COMMERCIAL	8446	Microbiology Analysis	43502	12/01/2016	12/08/2016	310.00
Total Dept. 730.200							1,340.00
501-321.000-740.100	Repair &						
	EMPIRE SOUTHWEST LLC///		Replace Battery/WTP	43459	12/01/2016	12/08/2016	830.05
	EMPIRE SOUTHWEST LLC///		Replace Battery/Jones Street	43459	12/01/2016	12/08/2016	943.28

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							1,773.33
501-321.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	53.05
							53.05
501-321.000-740.400	Rent CANON FINANCIAL	16691838	Copier Lease	230	12/01/2016	12/08/2016	78.40
							78.40
501-321.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	273.47
							273.47
501-321.000-750.650	Taxes, Fees, SWRCB FEES///		Large Water System Fee	43520	12/01/2016	12/08/2016	7,571.17
							7,571.17
Total Dept. Water Treatment:							21,447.51
Dept: 322.000 Water Distribution							
501-322.000-720.600	Plumbing HD SUPPLY WATERWORKS,		Hydrant Meter	43466	12/01/2016	12/08/2016	781.21
							781.21
501-322.000-721.100	Uniforms LOPEZ/PABLO//		Reimb. Safety Boots	43488	12/01/2016	12/08/2016	200.00
							200.00
501-322.000-721.200	Other MALLORY SAFETY & SUPPLY	4157725	Safety Vests, Gloves	235	12/01/2016	12/08/2016	54.02
	MALLORY SAFETY & SUPPLY	4175386	Safety Vests	235	12/01/2016	12/08/2016	16.16
	MALLORY SAFETY & SUPPLY	4176504	Gloves, First Aid Refills	235	12/01/2016	12/08/2016	39.24
	MALLORY SAFETY & SUPPLY	4176505	First Aid Refills, Gloves	235	12/01/2016	12/08/2016	32.95
							142.37
501-322.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 10/22-11/21/2016	43476	12/01/2016	12/08/2016	901.89
							901.89
501-322.000-725.400	Fuel MCNEECE BROS OIL	841998	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	2,316.50
	MCNEECE BROS OIL	160640	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	18.89
							2,335.39
501-322.000-740.100	Repair & CLA-VAL CO, SOUNDCAST,	706138	Main Valve & Pilots Rubber	43449	12/01/2016	12/08/2016	6,319.89
							6,319.89
501-322.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	98.90
							98.90
Total Dept. Water Distribution:							10,779.65
Total Fund Water:							33,267.16
Fund: 511 Wastewater							
Dept: 331.000 Wastewater							
511-331.000-440.730	Sewer GUILLEN/JESSIE E//		Rfnd Dep, Ovrpmt 641 SEAS	43464	12/01/2016	12/08/2016	23.34
	RIOS/MARIA F//		Rfnd Dep, Ovrpmt 837 David St.	43512	12/01/2016	12/08/2016	24.55
							47.89

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511-331.000-721.900	Small tools & OFFICE SUPPLY COMPANY///		Speakers, Headset	43501	12/01/2016	12/08/2016	71.49
							<u>71.49</u>
511-331.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	39.82
							<u>39.82</u>
511-331.000-750.650	Taxes, Fees, SWRCB FEES///		Annual Permit Fee Facility ID:	43520	12/01/2016	12/08/2016	14,966.00
							<u>14,966.00</u>
Total Dept. Wastewater Collection:							15,125.20
Dept: 332.000 Wastewater							
511-332.000-720.300	Chemicals POLYDYNE, INC.///	1094521	Clarifloc	43506	12/01/2016	12/08/2016	4,814.90
							<u>4,814.90</u>
511-332.000-720.800	Janitorial ATCO INTERNATIONAL///	10472481	Towels, Wipes	43434	12/01/2016	12/08/2016	382.48
							<u>382.48</u>
511-332.000-721.100	Uniforms K-C WELDING RENTALS,	71399	Safety Boots/Gustavo Rodriguez	43482	12/01/2016	12/08/2016	156.55
							<u>156.55</u>
511-332.000-721.200	Other FASTENAL CO.///		Tax Due Invoice #CAEL178478	43462	12/01/2016	12/08/2016	9.36
	IMPERIAL HARDWARE CO.,	460302/2	Metal Roofing	43475	12/01/2016	12/08/2016	113.34
	IMPERIAL HARDWARE CO.,	460237/2	Tool Set, Wedge Anchor	43475	12/01/2016	12/08/2016	30.10
	IMPERIAL HARDWARE CO.,	459782/2	Primer Spray, Coupling	43475	12/01/2016	12/08/2016	68.28
	IMPERIAL HARDWARE CO.,	460398/2	Metal Roofing	43475	12/01/2016	12/08/2016	71.25
	IMPERIAL HARDWARE CO.,	460522/2	Metal Roofing	43475	12/01/2016	12/08/2016	23.75
	WALKER PROCESS		Wiper	43526	12/01/2016	12/08/2016	834.68
							<u>1,150.76</u>
511-332.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	460259/2	Drill Bit	43475	12/01/2016	12/08/2016	61.54
	IMPERIAL HARDWARE CO.,	460237/2	Tool Set, Wedge Anchor	43475	12/01/2016	12/08/2016	41.72
	IMPERIAL HARDWARE CO.,	316914/2	Drill Hammer	43475	12/01/2016	12/08/2016	21.59
							<u>124.85</u>
511-332.000-725.400	Fuel MCNEECE BROS OIL	127299	Fuel/Public Works Dept.	43492	06/15/2016	12/08/2016	36.42
	MCNEECE BROS OIL	841998	Fuel/Public Works Dept.	43492	12/01/2016	12/08/2016	217.72
							<u>254.14</u>
511-332.000-730.200	Technical IMPERIAL LANDFILL, INC.///		Biosolids Disposal/WWTP	43477	12/01/2016	12/08/2016	6,045.10
	ORANGE COMMERCIAL	8436	Copper Analysis	43502	12/01/2016	12/08/2016	4,731.00
	ORANGE COMMERCIAL	8444	Microbiology Analysis	43502	12/01/2016	12/08/2016	1,051.00
							<u>11,827.10</u>
511-332.000-740.100	Repair & R & K AIR CONDITIONING	34892	A/C Repair	43509	12/01/2016	12/08/2016	345.50
							<u>345.50</u>
511-332.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	108.12
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	108.12
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	108.12
							<u>324.36</u>

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511-332.000-750.200	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	93.67
							<u>93.67</u>
511-332.000-750.650	Taxes, Fees, SWRCB FEES///		Annual Permit Fee 7/1-6/30/17	43520	12/01/2016	12/08/2016	1,676.00
							<u>1,676.00</u>
Total Dept. Wastewater treatment:							21,150.31
Total Fund Wastewater:							36,275.51

Fund: 521 Solid Waste

Dept: 341.000 Solid Waste

521-341.000-440.740	Solid waste GUILLEN/JESSIE E// RIOS/MARIA F//		Rfnd Dep, Ovrpmt 641 SEAS	43464	12/01/2016	12/08/2016	10.29
			Rfnd Dep, Ovrpmt 837 David St.	43512	12/01/2016	12/08/2016	10.30
							<u>20.59</u>
Total Dept. Solid Waste Collection:							20.59
Total Fund Solid Waste:							20.59

Fund: 531 Airport

Dept: 351.000 Airport

531-351.000-740.100	Repair & VALLEY PETROLEUM	39516	Gas System Inspection	43523	12/01/2016	12/08/2016	208.05
							<u>208.05</u>
Total Dept. Airport:							208.05
Total Fund Airport:							208.05

Fund: 601 Maintenance

Dept: 801.000 Vehicle

601-801.000-720.300	Chemicals AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// O'REILLY AUTO PARTS///		Parts Cleaner	43436	12/01/2016	12/08/2016	113.53
			Return Parts Cleaner	43436	12/01/2016	12/08/2016	-24.49
			Lubricant/Shop	43500	12/01/2016	12/08/2016	24.27
							<u>113.31</u>
601-801.000-720.400	Automotive AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// LIGHTHOUSE, INC./THE// LIGHTHOUSE, INC./THE// NORTHEND AUTOPARTS, NORTHEND AUTOPARTS, NORTHEND AUTOPARTS, NORTHEND AUTOPARTS, NORTHEND AUTOPARTS, NORTHEND AUTOPARTS,		Pump #903 P.D.	43436	12/01/2016	12/08/2016	53.99
			Return Power Steering Puller	43436	12/01/2016	12/08/2016	-43.20
			Power Steering Puller	43436	12/01/2016	12/08/2016	43.20
			Bulbs	43436	12/01/2016	12/08/2016	6.47
		0299005	Return Bulb	43487	12/01/2016	12/08/2016	-1.80
		0298091	Lamp, Fuses #75 Parks, Shop	43487	12/01/2016	12/08/2016	196.75
		574897	Hose #201 Streets	43497	12/01/2016	12/08/2016	53.01
		573218	Filters	43497	12/01/2016	12/08/2016	33.46
		573187	Filters/Shop	43497	12/01/2016	12/08/2016	180.27
		573191	Return Filters	43497	12/01/2016	12/08/2016	-195.24
		573182	Filter #10B	43497	12/01/2016	12/08/2016	4.96

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	O'REILLY AUTO PARTS///		O-Rings #914 P.D.	43500	12/01/2016	12/08/2016	21.39
	O'REILLY AUTO PARTS///		Sealer/Shop	43500	12/01/2016	12/08/2016	29.12
	O'REILLY AUTO PARTS///		Hose #903 P.D.	43500	12/01/2016	12/08/2016	234.76
	O'REILLY AUTO PARTS///		Oil #106 WWTP	43500	12/01/2016	12/08/2016	75.17
	O'REILLY AUTO PARTS///		Alternator #G151 P.D.	43500	12/01/2016	12/08/2016	112.80
	O'REILLY AUTO PARTS///		Powersteering Fluid/Shop	43500	12/01/2016	12/08/2016	15.65
	O'REILLY AUTO PARTS///		Powersteering Washer #903 P.D.	43500	12/01/2016	12/08/2016	3.39
	O'REILLY AUTO PARTS///		Engine Treatment #45 Parks	43500	12/01/2016	12/08/2016	15.10
	O'REILLY AUTO PARTS///		Socket/Shop	43500	12/01/2016	12/08/2016	7.55
	O'REILLY AUTO PARTS///		Tool/Shop	43500	12/01/2016	12/08/2016	32.39
	O'REILLY AUTO PARTS///		Return Alternator #G151	43500	12/01/2016	12/08/2016	-12.96
	O'REILLY AUTO PARTS///		Control Arm Assembly #3903 FD	43500	12/01/2016	12/08/2016	359.29
	O'REILLY AUTO PARTS///		Valve Kit #3991 F.D.	43500	12/01/2016	12/08/2016	70.38
	O'REILLY AUTO PARTS///		Control Arm Assembly #201 P.D.	43500	12/01/2016	12/08/2016	266.73
	O'REILLY AUTO PARTS///		Fittings #201 Streets	43500	12/01/2016	12/08/2016	7.54
							1,570.17
601-801.000-720.410	Tires						
	DAPPER TIRE CO., INC.///	43849135	Tires #	43453	12/01/2016	12/08/2016	472.57
							472.57
601-801.000-720.500	Electrical						
	AUTO ZONE, INC. #2804///		Battery #G151 P.D.	43436	12/01/2016	12/08/2016	120.95
	AUTO ZONE, INC. #2804///		Return Battery	43436	12/01/2016	12/08/2016	-120.95
	INTERSTATE BATTERY///		Batteries/LAMBS, #3913 F.D.	43480	12/01/2016	12/08/2016	665.60
	NORTHEND AUTOPARTS,	574850	Batteries #73 WWTP	43497	12/01/2016	12/08/2016	236.39
							901.99
601-801.000-721.200	Other						
	MALLORY SAFETY & SUPPLY	4170073	Gloves	235	12/01/2016	12/08/2016	69.08
							69.08
601-801.000-721.900	Small tools &						
	AUTO ZONE, INC. #2804///		Power Steering Puller	43436	12/01/2016	12/08/2016	43.20
	AUTO ZONE, INC. #2804///		Return Power Steering Puller	43436	12/01/2016	12/08/2016	-43.20
	NORTHEND AUTOPARTS,	574623	Breakout Box/Shop	43497	12/01/2016	12/08/2016	312.48
							312.48
601-801.000-740.100	Repair &						
	DANIELS TIRE SERVICE///		Wheel Alignment #G151 P.D.	43452	12/01/2016	12/08/2016	99.00
	DION INTERNATIONAL		Troubleshoot Engine #3912 F.D.	43456	12/01/2016	12/08/2016	1,812.80
	NEWCASTLE FARMS, LLC.	4963	Drill Holes #74T	43496	12/01/2016	12/08/2016	67.50
	WRIGHT & KNIGHT SERVICE	032059	Replace Brake Pads #G151 P.D.	43527	12/01/2016	12/08/2016	361.04
							2,340.34
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	36.11
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	36.11
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	36.11
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	43430	12/01/2016	12/08/2016	25.32
	ALSCO AMERICAN LINEN		Cleaning Services	43430	12/01/2016	12/08/2016	36.11
							220.40
601-801.000-750.200							
	AT&T-CALNET 3///		Telephone Services 10/20-11/19	43432	12/01/2016	12/08/2016	39.93
							39.93
							6,040.27
							6,040.27

INVOICE APPROVAL LIST BY FUND REPORT

Date: 12/08/2016

Time: 2:10 pm

Page: 14

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 602 Risk Management							
Dept: 000.000							
602-000.000-200.034	Health						
	DELTA DENTAL///		Dental Insurance - Dec 2016	43455	12/01/2016	12/08/2016	7,708.58
	PRINCIPAL FINANCIAL		Life Insurance - December 2016	43507	12/01/2016	12/08/2016	3,560.05
	VISION SERVICE PLAN (CA)		December Vision Insurance	43525	12/01/2016	12/08/2016	1,903.27
							<u>13,171.90</u>
						Total Dept. 000000:	13,171.90
Dept: 811.000 Liability & Property							
602-811.000-750.100	Insurance						
	ALLIANT INSURANCE		Special Event Insurance	43427	12/01/2016	12/08/2016	1,928.00
							<u>1,928.00</u>
						Total Dept. Liability & Property	1,928.00
Dept: 814.000 Employee Health							
602-814.000-750.100	Insurance						
	HOLMAN PROFESSIONAL		Employee Assistance Dec. 2016	43468	12/01/2016	12/08/2016	589.95
							<u>589.95</u>
						Total Dept. Employee Health Benefits:	589.95
						Total Fund Risk	15,689.85
						Grand Total:	369,520.06

CITY OF BRAWLEY
November 1, 2016

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

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

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

Invocation was offered by **CM Kastner-Jauregui**

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

1. APPROVAL OF AGENDA

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

2. PUBLIC APPEARANCES/COMMENTS

- a. **Katie Luna, Executive Director for Brawley Chamber of Commerce** invited City Council, Staff and Audience in attendance to the upcoming Cattle Call Events starting Saturday, November 5 with the Chili Cook-Off ending on Sunday, November 13, 2016 with the 1pm Rodeo.
- b. **Bill McNeece and Jesse Zermeno from Imperial Valley Velo Bicycle Club** since 1987 reported that because of the growing presence of cyclists on the road within Brawley and the County, they aim to inform the City Council and public about the safety concerns of cyclists on the road. In the Valley, motorists think that cycling is an offense and that they have ownership of the road. A bicyclist has a right to a lane just like drivers in a car. Signage, striping of bike lanes and share the road icons are needed to make motorists aware of cyclists.
- c. **Robin Spieler** requested that the City Council reopen the investigation of the murder of Bud Roberts that took place in 2007 in Brawley. The family believes it is Mr. Robert's widow that is responsible for his death has yet to be made accountable.
- d. **Tim Kelley, Executive Director of Imperial Valley Economic Development Corporation**, invited the City Council to their Annual Dinner on Thursday, November 17, 2016 at Imperial Palms Hotel & Resort. HE also reported on an event that took place in Brawley on September 28th which was well attended. Another event will take place on December 20th at the Calexico City Chambers.
- e. **Ryan Kelley, Co. Board of Supervisor District #4**, updated the City Council on the approval of the tenant based rental assistance program. He reported that he attended the meeting held by the U.S. Department of Energy in regards to the Salton Sea management program. Supervisor Kelly expressed his enthusiasm for Advanced Life Support (ALS) Services on the City Council agenda.
- f. **Ray Robles, Executive Director for North California Coalition of the Arts**, introduced himself and stated he was very excited to work with the City. He said that in May of 2017 a performance of Disney's Beauty and the Beast will take place at Palmer Auditorium. Auditions will be held in January of 2017.

g. **Christian Nunez, Representative for Assembly Member Eduardo Garcia**, announced funding recently secured for the New River. This subject is a long standing concern for the Valley as one of the most polluted rivers in the nation.

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 Noriega/Couchman 5-0

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

a. **Approved** Accounts Payable: October 13, 2016
October 20, 2016

b. **Authorized** Change Order No. 1 to Contract 2016-11, 1st Street Pedestrian Improvements in the amount of \$11,451.70 to Masters Construction.

4. PUBLIC HEARING

a. Use of Program Income Funds to Supplement CDBG Grant #13-CDBG-8954

Staff Report – Francisco Soto, Building Official

Open Public Hearing @ 6:29pm

No public comments were noted on the record.

Close Public Hearing @ 6:30pm

1. Adopt Resolution No. 2016- : Resolution of the City Council of the City of Brawley, California Authorizing Use of Program Income to Supplement CDBG Grant (13-CDBG-8954) for the Purchase of Fire Apparatus.

The City Council **approved** adoption of Resolution No. 2016-46: Resolution of the City Council of the City of Brawley, California Authorizing Use of Program Income to Supplement CDBG Grant (13-CDBG-8954) for the Purchase of Fire Apparatus.

5. REGULAR BUSINESS

a. Presentation by BOK Securities, Discussion and Staff Direction regarding Refinancing Opportunities for the CalPERS Side Fund. Ruby Walla, Finance Director introduced Carmen Vargas. Carmen Vargas of BOK Securities provided an overall presentation to the City Council with assistance from Don Hunt of Norton Rose Fulbright, Lalo Trujillo, Mission Trails Advisor.

The City Council indicated overall interest in pursuing the refinancing opportunity. Staff was directed to revisit the fee structure for the refinancing transaction to validate or renegotiate as appropriate.

** Power Point slides are available and on file at the Office of the City Clerk.

- b. Discussion and Potential Action to Approve the Emergency Medical Services Memorandum of Understanding with Imperial County EMS Agency to Provide Advance Life Support in the City of Brawley.

Staff Report – Chuck Peraza, Fire Chief, presented the memorandum of understanding to the City Council. Fire Chief Peraza provided an overview of the agreement and the higher level of service that will be made available to local residents as a result of the change. The Board of Supervisors will review and take potential action following City Council action. Brawley Fire Department will then work toward obtaining licensure and begin delivering care.

The City Council **approved** the Emergency Medical Services Memorandum of Understanding with Imperial County EMS Agency to Provide Advance Life Support in the City of Brawley. m/s/c Noriega/Kastner-Jauregui 5-0

- c. Discussion and Potential Action to Approve a Professional Engineering Services Agreement with AE Consulting, Inc. in the Amount of \$156,343 to Design Airfield Lighting Rehabilitation Project at the Brawley Municipal Airport.

The City Council **approved** a Professional Engineering Services Agreement with AE Consulting, Inc. in the amount of \$156,343 to Design Airfield Lighting Rehabilitation Project at the Brawley Municipal Airport.
m/s/c Nava/Couchman 5-0

- d. Discussion and Potential Action to Adopt 2nd Reading of Ordinance No. 2016- : Ordinance of the City Council of the City of Brawley, California Prohibiting Wasteful Use of Water, Establishing Restrictions on Water Use and Meeting Conservation Standards

The following has been incorporated into Section 1: **For the purpose to interpret the Section 19.24-3. Prohibiting Wasteful Use of Water and Restrictions on Water Use, item 1, c) The application of potable water to driveways and sidewalks, except to protect public health and safety. Protect Public health and safety definition in the context of this Ordinance shall be considered as the necessary washing whether with water coming out directly from a water service or by the use of a power driven device to appropriately remove animal feces, bird droppings, clean up spills that constitute a trip hazard, the removal of excessive grimy build up from the street that does not lend itself to clean up by sweeping.**

The City Council **adopted** the 2nd Reading of Ordinance No. 2016-05: Ordinance of the City Council of the City of Brawley, California Prohibiting Wasteful Use of Water, Establishing Restriction on Water Use and Meeting Conservation Standards in the updated version of the ordinance included in the City Council agenda package.
m/s/c Nava/Kastner-Jauregui 5-0

- e. Discussion and Potential Action to Authorize Contract Change Order No. 1 to Contract 2015-01: Alyce Gereaux Park Renovation in the Amount of \$98,194.45 to Silverstrand Construction.

The City Council **authorized** the Contract Change Order No. 1 to Contract 20-15-01: Alyce Gereaux Park Renovation in the amount of \$98,194.45 to Silverstrand Construction.

- f. Discussion and Staff Direction regarding Imperial Regional Alliance’s Request to Support Small Business Development Center Initiative.

Tim Kelley, Executive Director of Imperial Valley Economic Development Corporation, described projects that IVEDC has participated in establishing in the Imperial Valley. He reported that while no other agencies have formally acted to commit financial resources, the City of Calexico has indicated interest. Mr. Kelley reported that if awarded, an office in Brawley will open and additional services will be provided by IVEDC.

The City Council **consensus** was to provide \$10,000 as matching funds to host the SBDC.

City staff reported that the expenditure would require use of the General Fund Reserve. As such, a budget adjustment resolution will be prepared for future City Council action.

6. DEPARTMENTAL REPORTS

- a. Monthly Staff Report for November, 2016 – Shirley Bonillas, Personnel & Risk Management Administrator
- b. 2016 Cattle Call Parade Chair Protocol for Main Street - Guillermo Sillas, Interim Public Works Director

7. CITY TREASURER’S REPORT

- a. Investment Activity Report as of September 30, 2016

8. CITY COUNCIL MEMBER REPORTS

Noriega: Participated in the KPBS special educational movie that is featuring Brawley Union High School students, attended the customer appreciation day at Desert RV, and attended the ribbon cutting ceremony at Las Chabelas Restaurant.

Kastner-Jauregui: Attended the ribbon cutting ceremony at Las Chabelas restaurant, attended the 7th Annual Environmental Summit held at Brawley Union High School on Saturday, also participated in the KPBS educational special, and did a presentation at SDSU-Calexico Campus regarding women in politics.

Nava: Attended the Imperial County Economic Development “Roundtable Meeting,” attended the Economic Summit, attended the Desert RV customer appreciation day, attended the League Dinner, participated in the tour of the new “battery energy storage facility,” the first of its kind in the country, with the Imperial Irrigation District.

Couchman: Attended the Pioneers Memorial Hospital Gala, the Las Chabelas restaurant patio ribbon cutting ceremony, attended the solar batter energy storage facility tour that the Imperial Irrigation District held, attended the Desert RV customer appreciation day, went out to the Brawley Union High School to visit the “Welding Class” to check out the new equipment that the class was able to obtain due to a \$500 donation from the IVROP.

Wharton: Thanked and commended Council Member Nava for being the Master of Ceremonies for the 7th Annual Environmental Health Summit, attended the Pioneers Memorial Hospital Gala, attended the Las Chabelas ribbon cutting ceremony, also attended the customer appreciation day at Desert RV, and joined Mr. Flores, Judge Montenegro and Ms. Bonnie Mungia attending various Brawley area schools and interacting with students in grades kinder through sixth.

9. CITY MANAGER’S REPORT

- a. Reminded all that next Thursday, Friday, and Saturday Main Street will be closed for maintenance and the upcoming Cattle Call celebration events.
- b. “First Fridays” will be returning to the City of Brawley.
- c. Brawley Theater roof-replacement plans have been submitted and City of Brawley Staff are working toward release of the permit.

10. CITY ATTORNEY'S REPORT None to report

11. CITY CLERK'S REPORT None to report

12. CLOSED SESSION

ANTICIPATED LITIGATION

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9. There are two (2) potential cases.

PERSONNEL MATTERS (G.C. §54957)

- a. Public Employee Appointment to the Position of Police Chief
- b. Public Employee Appointment to the Position of Public Works Director

ADJOURNMENT @ 8:01PM

Alma Benavides, City Clerk

**CITY OF BRAWLEY
November 15, 2016**

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

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

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

Invocation was offered by **Joey Mara, Victory Outreach**

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

1. APPROVAL OF AGENDA

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

2. PUBLIC APPEARANCES/COMMENTS

- a. **Katie Luna, Executive Director for Brawley Chamber of Commerce**, thanked City Council members and the city staff for participation in Cattle Call events and announced the upcoming ribbon cutting for Fat Boys catering.
- b. The following individuals provided public comments in support of the approval of One World Beef's Business License:

- Eric Brandt, Brawley
- Mike Dornan, Brawley
- Ron Fickler, Brawley
- Bill Brandt, Brawley
- Paul Cameron, Brawley
- Steve Snow, Brawley
- Robin Edgar, Brawley
- Charlie Mendez, Brawley
- Stephen Benson, Brawley
- Jimmy Garcia, Heber

- Agnes Brown, Holtville
- Jennifer de la Rosa
- Darla Schmidt, Brawley
- Martin Castro, Heber
- David Castro, Brawley
- Tim Kelley, Brawley
- Jose Lara
- Laura Figueroa, 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 Noriega/Couchman 5-0

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

- a. **Approved** Accounts Payable: October 27, 2016
October 28, 2016
November 3, 2016
- b. **Approved** City Council Minutes: September 6, 2016
September 20, 2016
October 3, 2016
October 18, 2016

4. REGULAR BUSINESS

- a. Discussion and Potential Action to Approve Resolution No. 2016-: Resolution of the City Council of the City of Brawley, California to Comply with CalPERS Exception to the 180-Day Wait Period and Appointment of Retired Annuitant Mike Crankshaw to the position of Interim Police Chief.

Staff Report – Shirley Bonillas, Personnel & Risk Management Administrator

The City Council **approved** Resolution No. 2016-47: Resolution of the City Council of the City of Brawley, California to Comply with CalPERS Exception to the 180-Day Wait Period and Appointment of Retired Annuitant Michael Crankshaw to the position of Interim Police Chief. m/s/c Noriega/Couchman 5-0

- b. Discussion and Potential Action to Co-Sponsor the “Consulado Movil Event” to be held on Saturday, November 19, 2016 from 9am-4pm at Del Rio Branch Library.

Staff Report – Rosanna Bayon Moore, City Manager

CM Moore provided background information and CM Noriega provided that she first announced this potential joint event during the “2016 Mariachi Night” and received a lot of positive feedback from the community.

The City Council **approved** the “Co-Sponsorship” of this event which includes waiver of event insurance. m/s/c Nava/Noriega 5-0

5. DEPARTMENTAL REPORTS

- a. Marjo Mello, Library Director re: Angel Tea on December 1, 2016
- b. Police Chief Crankshaw re: Passage of Proposition 64

Police Chief Crankshaw informed Council, Staff and Citizens of Brawley regarding the implementation of Proposition 64. The Proposition became effective immediately as of November 9, 2016. Police Chief Crankshaw highlighted the key points and components of Proposition 64. The City Council requested that presentation content, specifically frequently questions and answers, be posted on the City website as many members of the public are interested and have questions

- c. Finance Director Ruby Walla re: Six Month Review of Proposition 218 Rates for Water and Sewer

Finance Director Walla informed the City Council of the City’s transition into the new water rate structure which was implemented. As the City tracks and measures consumption, the water enterprise revenue stream appears to be underperforming. However, in looking at the first quarter of the current fiscal year, the fund is doing better

than projected when compared to the same quarter last fiscal year. Wastewater is on-track and is slightly performing better than anticipated. Considering all items, preliminary balances for both funds are projected to meet debt service ratio coverages.

d. Pat Dorsey, Parks and Recreation Director re: Thanksgiving Dinner

P&RD Dorsey announced the free Thanksgiving Dinner to be held at the Lions Center on November 24, 2016 from 11am – 1pm, as well as free meals being offered all day on the 23rd at Kotori Restaurant.

6. CITY COUNCIL MEMBER REPORTS

- Noriega:** Announced that Eddie Sanchez will be retiring after 32 years of Service to the City of Brawley. He will be honored at the December 6th meeting.
- Kastner-Jauregui:** Attended the Chili Cook-Off, Veterans Day Event, Cattle Call Parade, Rodeo and Mixer. Thanked all who participated in making the Cattle Call Week a success.
- Nava:** Attended the Cpt. Scott Pace Park dedication, thanked the Brawley Chamber of Commerce and City Staff for their hard work. Attended all of the Cattle Call events.
- Couchman:** Attended Cpt. Scott Pace Park dedication, Mr. Flores Brawley Union High School Civics Award Ceremony and thanked everyone who was involved with the Cattle Call.
- Wharton:** Thanked and commended everyone who participated in making Cattle Call happen this year. Expressed how special this year's Cattle Call was because he had the honor of serving as Mayor which gave him the opportunity to experience events in a different way. Shared his gratitude for the citizens of Brawley and City Staff who assisted during his term as Mayor.

7. CITY TREASURER'S REPORT None to report

8. CITY MANAGER'S REPORT

1. Informed the City Council that the City will be working on and delivering special thank you correspondence to all the entities who participated during the Cattle Call Week.
2. Reported that long time employees Eddie Sanchez and Arnold Valdez will both be retiring from City of Brawley and the plan is to honor both of them at a future City Council meeting.
3. Re-organization Meeting will be a Special Meeting which will take place on December 1, 2016 at the Brawley Public Library starting at 4:30pm followed by the Angel Tea Party.

9. CITY ATTORNEY'S REPORT None to report

10. CITY CLERK'S REPORT None to report

11. CLOSED SESSION

ANTICIPATED LITIGATION

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9. There is one (1) potential case.

12. RECONVENED TO OPEN SESSION

CA Smerdon reported that by a motion of the City Council, staff was directed to conduct a final inspection of the One World Beef (OWB) facility at 57 Shank Road in Brawley, CA. m/s/c Noriega/Kastner-Jauregui, 5-0

Provided that all outstanding matters are addressed, with the exception of a wastewater solution, a temporary Business License and temporary Certificate of Occupancy (COO) shall be issued to One World Beef with three conditions:

- 1) The temporary Business License and COO shall expire on their own terms as of January 31, 2017 if a discharge permit is not issued by the Regional Water Quality Control Board by that date.
- 2) Within thirty days of issuance, OWB shall utilize a California licensed engineer to characterize anticipated industrial wastewater and submit an odor mitigation plan to the City's satisfaction.
- 3) Should the Business License and COO expire, OWB shall be responsible for removal of wastewater stored in onsite ponds within thirty days of expiration.

ADJOURNMENT @ 7:45pm

Lorena Savala, Deputy City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: December 20, 2016

City Manager: 

PREPARED BY: Francisco Soto, Building Official

PRESENTED BY: Francisco Soto, Building Official

SUBJECT: Guidelines for Housing Programs for HOME, CDBG and CalHome

CITY MANAGER RECOMMENDATION: Hold a public hearing regarding the updated guidelines for the Housing Rehabilitation Program for Owner-Occupied Residential Housing.

DISCUSSION: City staff requests that the City Council hold a public hearing to consider updated guidelines. These guidelines conform with current State of California Housing and Community Development (HCD) requirements and include all three funding sources, CDBG, HOME, and CalHome. HCD has requested that all grantees approve this guideline template. Following HCD's approval of the draft guidelines, City staff will bring the final document back to the City Council for approval.

FISCAL IMPACT: N/A

ATTACHMENTS: Owner-Occupied Housing Rehabilitation Program Guidelines (HOME, CDBG, CalHome), Notice of Public Hearing

Identified Revisions to Guidelines
(Orange lettering)

- Throughout guidelines changed “Sponsor” to “City”; the Loan Review Committee is replaced with “City Council”
- Page 6 – Section E. Bid Solicitation – Changed section to reflect that the City does the bidding and does not allow homeowner to solicit their bid
- Page 7 – Section F – Loan Request/Approval – changed wording.
- Page 15 – Section 4.1 – Maximum Amount of Program Assistance – updated the Maximum Assistance amount to current amount.
- Page 19 – Section 5.2 – Receiving Loan Repayments – changed to contact the City. The City will be conducting an RFP for escrow services.
- Page 34 - Attachment C – updated numbers
- Page 46 – Added a sentence to 1. Loan Repayments

NAME OF STATE
RECIPIENT CITY OF BRAWLEY

**OWNER-OCCUPIED HOUSING
REHABILITATION
ASSISTANCE PROGRAMS
(HOME, CDBG, CalHome)**

PROGRAM DESIGN AND PROCESS



HCD Version 9.2016

CalHome Approved (date)
CDBG Approved (date)
HOME Approved (date)

NAME OF STATE RECIPIENT CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES

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 - 1.2. APPLICATION PROCESS AND SELECTION
 - 1.3. LOAN PROCESS
 - 1.4. CONFLICT OF INTEREST REQUIREMENTS
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 - 2.1. INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS
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 - 5.6. SUBORDINATIONS
- 6.0. CONSTRUCTION**
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 - 6.2. ELIGIBLE CONSTRUCTION COSTS
 - 6.3. ELIGIBLE PROJECT COSTS
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 - 6.5. SWEAT EQUITY
- 7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 7.1. AMENDMENTS
 - 7.2. EXCEPTIONS
- 8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**
 - 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
 - 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

NAME OF STATE RECIPIENT CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES

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- ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
- ATTACHMENT A-1: TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS – FOR CALHOME
- ATTACHMENT B: ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
- ATTACHMENT B-1: TITLE 25 SECTION 6914 GROSS INCOME EXCLUSIONS – FOR CALHOME
- ATTACHMENT C: MAXIMUM PURCHASE PRICE AFTER-REHAB VALUE LIMIT; HOME PER UNIT SUBSIDY LIMIT; CURRENT INCOME LIMITS; BEDROOM & BATHROOM ADDITION STANDARDS
- ATTACHMENT D: MARKETING PLAN
- ATTACHMENT E: RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
- ATTACHMENT F: LOAN SERVICING POLICIES AND PROCEDURES
- ATTACHMENT G: FORECLOSURE POLICY
- ATTACHMENT H: CERTIFICATION OF OCCUPANCY
- ATTACHMENT I: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

NAME OF STATE RECIPIENT CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES

Adopted (date)

1.0. GENERAL

The above-named entity, hereinafter referred to as the “~~Sponsor~~” “City”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by ~~name of subrecipient or admin~~ subthe City of Brawley, hereinafter referred to as the “Program Operator”.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The ~~Sponsor~~ City will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The ~~Program Sponsor~~ City will take appropriate

steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor City will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's City's Marketing Plan. See **Attachment D**.

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor City reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's City's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor City representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

~~A bid walk through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.~~

~~Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.~~

~~Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.~~

~~The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.~~

The City's Housing Program will solicit for bids by mailing an Invitation to Bid to all eligible contractors on file in an effort to obtain three reasonable bids.

Bids are due back in two weeks and bid results will then be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board and City of Brawley Building Division. Contractors must also provide the Building Division with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

The Inspector determines the eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Inspector. Bids should be within 10% of the in-house cost estimate. The homeowner will have the option of selecting the Contractor as long as it is within 10% of the in-house cost estimate. If bids exceed 10% of the in-house cost estimate, the department will mail the work-write up a second time in order to receive new proposals.

F. Loan Request/Approval

~~A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.~~

All loans and grants must be approved by the City of Brawley City Council (Council). In order to obtain HOME financing, applicants must meet all property and eligibility guidelines in effect at the time of loan approval. Applicants will be provided written notification of approval or denial.

Once approved, loan documents are executed, the loan is funded, and a pre-construction meeting is scheduled for no later than two week after approval

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's City's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted. Homeowner's "sweat equity" commitment will also be checked, if any (not permissible for HOME Program assistance).

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the ~~Sponsor's Loan Review Committee~~ City's City Council for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and ~~Sponsor~~ City or ~~Sponsor's~~ City's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the ~~Sponsor~~ City. The ~~Sponsor's~~ City's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's ~~Loan Review Committee~~ City Council must approve all loans and grants. The ~~Loan Review Committee~~ City Council may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo_13-01_re_grants_for_OOR.doc the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property.^[JC1] In addition, the amount of HOME assistance, including ~~Sponsor's~~ City's claimed Activity Delivery Costs, cannot exceed the ~~Sponsor's~~ City's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>, and the after-rehabilitation value cannot exceed the HOME

Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's City's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income

documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME and CDBG Funded activities is: <http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html>, and for CalHome-funded activities: <http://www.hcd.ca.gov/hpd/hrc/rep/state/inc2k6.pdf>.

Household: means one or more persons who will occupy a housing unit. Unborn children (~~CHOOSE ONE AND DELETE THIS PROMPT AND ONE OF THESE TERMS, AND UNHIGHLIGHT~~) → count/don't count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.1.2 OWNER-INVESTOR REQUIREMENTS - (eligible under only CDBG-funded programs)

Owner-Investor - There are no restrictions on the income of the owner-investor unless the owner-investor is a member of the Targeted Income Group (TIG) and is interested in qualifying for a Deferred Payment Loan (see Section 4.3.2.C).

Owner-investor housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-investor has a mortgage on the property to be rehabilitated it is verified that all payments are current and that no late payments have been received in the past twelve months.

TENANT REQUIREMENTS (eligible under only CDBG-funded programs)

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Tenant will be asked to cooperate by providing income documentation and income will be projected for 12 months based on current income. See Attachments A and B.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionExclusions.doc

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetIncl

[usionsExclusions.doc](#)

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's City's Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. **Note: Owner-investor/tenant occupied properties are eligible under only CDBG funding, and must meet all requirements listed under section 2.3.2.** A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
 - 1. Proof of occupancy in the form of a copy of a current utility bill; and
 - 2. Statement of unit's continued use as primary residence of the owner.
- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the ~~Sponsor~~ City, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;

- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2. OWNER INVESTOR REQUIREMENTS (eligible only under CDBG-funded programs)

- A. If the owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.
- B. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
 - 1. He or she can prove that the previous tenant was not evicted without cause.
 - 2. He or she is income eligible.
 - 3. He or she requests approval from the ~~Sponsor~~ City.
- C. If an owner-investor converts the rental property to his or her personal residence, but is not income eligible, the loan is due and payable.
- D. If the owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.
- E. Over-income rental households occupying units in a project which will receive financial assistance for other eligible units will be allowed to stay in their respective units. To prevent owners from evicting ineligible tenants before applying for the Program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the ~~CHOOSE ONE BY DELETING THE OTHER~~ → incorporated/unincorporated areas of the ~~Sponsor's~~ City's jurisdiction.

- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. ~~Sponsor~~ City may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by ~~Sponsor~~ City when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the ~~Sponsor's~~ City's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the ~~Sponsor~~ City/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's City's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>. See **Attachment C for current limits. For CDBG-funded programs the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430 \$185,000.**

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo 13-01 re grants for OOR.doc>, wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property.^[JC2] An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation value shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's City's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>. See **Attachment C**.
- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing and/or credit will be provided for volunteer labor ("sweat equity") valued at \$10 per hour as per Section 6.1.D., or with other loan or grant programs, which are sources of leverage for the Sponsor City. Sweat equity is not permissible for the HOME Program.
- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues

residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor City that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor City may opt the following:**

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor City, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor City.

4.3.2. OWNER-INVESTORS (eligible under only CDBG-funded programs)

The rate and terms for an owner-investor may vary depending on the owner's financial situation below are the options available:

- A. Amortized Loan - Below Market Interest Rate (BMIR) loan at 3 percent interest, secured by a deed of trust and with a maximum term of 15 years.
- B. DPL for a TIG owner-investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. DPL terms are the same as those described in 4.3.2.B. above.
- C. Rent Limitation Agreement (RLA)
An owner-investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:
 1. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.

2. **Base Rent -- Vacant Unit**
If the house is vacant, rent charges shall not exceed 30 percent of 80 percent of the ~~Sponsor~~ **City** median income for the appropriate household size in that unit. Owner-investor shall affirmatively seek TIG households. Where such efforts do not result in eligible TIG tenants, the owner-investor shall contact the ~~Sponsor~~ **City** for guidance.
3. **Base Rent -- Occupied Unit**
If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.
4. **Terms** –BMIR finance will require rent limitation for a minimum of 5 years. DPL financing will require rent limitations for the full term of the loan.
5. **Verification** -- Each year during the term of the Agreement, the borrower shall provide the ~~Sponsor~~ **City** with a written list of current occupants' names and monthly rents by January 15th. The ~~Sponsor~~ **City** may verify this information with the occupant.
6. **Compliance** -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be initiated.

D. **Maintenance Agreement**

As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the Program must maintain the property at post-rehabilitation conditions for the term of the loan(s). Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be initiated.

4.4. GRANTS

A. **CDBG-funded programs may provide grants as follows:**

A grant of up to \$7,500 is available for any one of the following qualifying factors:

1. Senior Citizen - at least 62 years old; or
2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
4. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.

B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.

C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.

1. Owner-Occupant – Limit of \$3,000.

2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**

D. **Grants are not available in CalHome-funded programs.**

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The ~~Sponsor~~ City or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. The cost of the appraisal will be paid by the ~~Sponsor~~ City, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by the ~~Sponsor~~ City, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**).

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the ~~Sponsor~~ City as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the ~~Sponsor~~ City.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the ~~Sponsor~~ City at its option, may make such payments for a period not to exceed 60 days. The ~~Sponsor~~ City may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the ~~Sponsor~~ City make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the ~~Sponsor~~ City under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the ~~Sponsor~~ City as Loss Payee and a binder shall be provided to the ~~Sponsor~~ City and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the ~~Sponsor~~ City.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the ~~Sponsor~~ City will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

Name of State Recipient

Address

City, State, Zip

Please contact the City of Brawley, Housing Division, 205 S Imperial Avenue, Brawley, CA 92227 (760) 344-8622.

- B. The ~~Sponsor~~ City will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the ~~Sponsor's~~ City's appropriate Program Income Account, as required by all three HCD programs. The ~~Program Sponsor~~ City will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to the ~~Sponsor~~ City. The ~~Sponsor~~ City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the ~~Sponsor~~ City at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the ~~Sponsor~~ City, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The ~~Sponsor~~ City may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the ~~Sponsor~~ City loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the ~~Sponsor~~ City.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. ~~Sponsor~~ City may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by ~~Sponsor~~ City when CDBG funds are used.
- B. Contracting Process
 - 1. Contracting will be done on a competitive basis.
 - 2. The homeowner will be the responsible agent, but the ~~Sponsor~~ City and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

3. The ~~Sponsor~~ City does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. **Sweat Equity Labor (not permissible for the HOME Program)**

1. Homeowners may agree to participate in the rehabilitation of their property by providing sweat equity labor as all or part of the project. The "Participant Labor Agreement Form" will indicate the tasks the owner will complete. The loan amount will include all items in the accepted bid, or in-house cost estimate, including sweat equity, so that should the homeowner be unable to complete their portion of the job, labor funds will be available to complete the job. Upon completion of the total job, the labor saved through sweat equity will be a credit against the agreed upon project cost, which included labor prior to the commitment of sweat equity, thereby providing a credit to the original job cost estimate such that the loan balance will equal the actual net project cost for outside labor and materials.
2. In cases where the homeowner agrees to do parts of the job, an agreement will be signed by the homeowner, specifying tasks and completion times. If the work is not completed in a timely manner, the contractor working on the job may be asked to complete the work.
3. If the project has lead paint hazards, the homeowner must provide documentation of lead paint training for each person to be working on the house prior to signing the sweat equity agreement or starting work. Lead hazard worker certifications will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or the project is cleared of lead hazards by a certified lead inspector, and the work performed by the homeowner will not create additional lead hazards.
4. The value or leverage generated from sweat equity will be determined on the basis of ten dollars (\$10) per hour. The cost difference or savings generated will be documented in the construction portion of the file.
5. The Sponsor City reserves the right to determine whether the work is appropriate for sweat equity labor, or if the owner is capable of such labor.
6. CalHome requires that a homeowner have a valid contractor's license to perform the rehabilitation work themselves.

E. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

F. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and

(c) Notifications listed in Section 3.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The ~~Sponsor~~ City and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the ~~Sponsor~~ City must determine that the project’s value after reconstruction (housing and land combined) is less that the Maximum After-Rehabilitation Value for the ~~Sponsor~~ City (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the ~~Sponsor~~ City for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's City's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the ~~Sponsor~~ City, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the ~~Sponsor~~ City/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

6.5. SWEAT EQUITY

The ~~Sponsor~~ City will determine if Sweat Equity will be allowed on a case-by-case basis in accordance with Section 6.1.D. CalHome requires that a homeowner have a valid contractor's license to perform the rehabilitation work themselves. The HOME Program does not allow this option.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The ~~Sponsor~~ City may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the ~~Sponsor's~~ City's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The ~~Sponsor~~ City or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the ~~Sponsor's~~ City's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The ~~Sponsor~~ City shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the ~~Sponsor's~~ City's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the ~~Sponsor's~~ City's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the ~~Sponsor~~ City. The ~~Sponsor~~ City will then schedule a meeting with the City's Council ~~Sponsor's Loan Review Committee~~. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none"> • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- ▶ The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- ▶ Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- ▶ Payments received under the Alaskan Native Claims Settlement Act;
- ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- ▶ Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

(a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
- (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR IMPERIAL-XXX COUNTY

(HOME Value Limits as of 05/02/2016)

COUNTY NAME	One-Family
IMPERIAL-XXXXXX	\$XXX,XXX185,000

HOME SUBSIDY LIMITS PER UNIT FOR IMPERIAL-XXX COUNTY

(Limits are effective 11/18/2015)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$140,107	\$160,615	\$195,305	\$252,662	\$277,344

HOUSEHOLD INCOME LIMITS FOR IMPERIAL-XXX COUNTY*

(Limits are effective 06/01/2015)

Number of Persons in Household								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,000	\$37,700	\$42,400	\$47,100	\$50,900	\$54,650	\$58,450	\$62,200

HCD STATE-XXXX INCOME LIMITS FOR CALHOME ADJUSTED FOR FAMILY SIZE FOR IMPERIAL-XXX COUNTY

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$33,000	\$37,700	\$42,400	\$47,100	\$50,900	\$54,650	\$58,450	\$62,200

*Sponsor City will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is:

<http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html> (choose CDBG and HOME limits, not State limits, except for CalHome)

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor City will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's City's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor City identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's City's demographics. Should the Sponsor City find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E

**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the **NAME OF STATE RECIPIENT** City of Brawley (Sponsor City) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor City will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's City's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's City's jurisdiction limits.

The Sponsor City will provide permanent relocation benefits to all eligible "displaced" households either owner occupied or rental occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below.**). In addition, the Sponsor City will replace all eligible occupied and vacant occupiable low income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor City programs/projects will be implemented in ways consistent with the Sponsor's City's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor City will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor City will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

- understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
 3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
 4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
 5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor City believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor City to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead

based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;

- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's City's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's City's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's City's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor City is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor City must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor City to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor City will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor City is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor City is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor City will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the ~~Spenser~~ City is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the ~~Spenser~~ City is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)
(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

ATTACHMENT F

**LOAN SERVICING POLICIES AND PROCEDURES
FOR THE NAME OF STATE RECIPIENT CITY OF BRAWLEY**

The City of Brawley Name of State Recipient, hereafter called "Sponsor City," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor City will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor City has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor City will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor City must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

The City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the program.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor City as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor City may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City? County? City of Brawley as a lender loss payee will be required at close of escrow. The Sponsor City will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the ~~Sponsor~~ City may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the ~~Sponsor~~ City encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the ~~Sponsor's~~ City's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of ~~Sponsor's~~ City's loan. This document requires any senior lienholder listed in the notice to notify the ~~Sponsor~~ City of initiation of a foreclosure action. The ~~Sponsor~~ City will then have time to contact the Borrower and assist them in bringing the first loan current. The ~~Sponsor~~ City can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the ~~Sponsor~~ City is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the ~~Sponsor~~ City may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur yearly [~~Option #1: within 45 days of the anniversary date of the loan; Option #2: between [MONTH] 1st and 15th of each year for the term of the loan~~].

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the ~~Sponsor~~ City in writing of any change. ~~Sponsor~~ City and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the ~~Sponsor~~ City. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the ~~Sponsor's Loan Committee~~ City's Council (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the ~~Sponsor's Loan Committee~~ City's Council.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the ~~Sponsor~~ City allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the ~~Sponsor~~ City. The ~~Sponsor~~ City will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the ~~Sponsor~~ City.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor City will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor City may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor City is notified via a Request for Notice of Default, the Sponsor City, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor City must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor City may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor City determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor City does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor City can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor City decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor City fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's City's lien may be eliminated due to insufficient sales proceeds.

Sponsor City as Senior Lienholder

When the Sponsor City is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor City may consider foreclosure. Sponsor's City's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

- 2) Can the Borrower refinance with a private lender and pay off the ~~Sponsor~~ City?
- 3) Can the Borrower sell the property and pay off the ~~Sponsor~~ City?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the ~~Sponsor~~ City may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the ~~Sponsor~~ City to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the ~~Sponsor~~ City should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the ~~Sponsor~~ City of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the ~~Sponsor~~ City informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the ~~Sponsor~~ City could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The ~~Sponsor~~ City could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF BRAWLEY NAME OF STATE RECIPIENT'S
FORECLOSURE POLICY

Sponsor City As Junior Lienholder

It is the Name of State Recipient City of Brawley's (Sponsor's City's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor City of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor City is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor City has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor City decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor City fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's City's lien may be eliminated due to insufficient sales proceeds.

Sponsor City As Senior Lienholder

When the Sponsor City is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the

homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the ~~Sponsor~~ City may consider foreclosure. ~~Sponsor~~ City staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the ~~Sponsor~~ City?
- Can the owner sell the property and pay off the ~~Sponsor~~ City?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the ~~Sponsor~~ City may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the ~~Sponsor~~ City to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the ~~Sponsor~~ City should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the ~~Sponsor~~ City of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the ~~Sponsor~~ City informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the ~~Sponsor~~ City would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

NAME OF STATE RECIPIENT CITY OF BRAWLEY

I/we _____ declare as follows:

(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found <input type="checkbox"/>			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home.</i>			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	



NOTICE OF PUBLIC HEARING

Notice of Public Hearing to be held by the City Council of the City of Brawley at 6:00 p.m. or soon thereafter on the 20th day of December, 2016 in the Council Chambers located at 383 Main Street, Brawley, California 92227.

The purpose of the Public Hearing is to solicit comments regarding:

- 1) The approval for the City's Owner-Occupied Housing Rehabilitation Assistance Programs. The purpose of these guidelines is to establish policy and procedures for the administration and utilization of the housing programs of HOME, CDBG and CalHome.

All interested persons and groups are invited to attend and express any comments. Comments may be made orally, or may be submitted in writing to the office of the City Clerk, 383 Main Street, Brawley, California 92227, prior to said meeting. The reports and the public information file are available for review at the office the City Clerk between the hours of 8:00 – 5:00 pm, Monday through Friday. For further information, please contact the Community Development Services at (760) 344-8622.

Handicapped access is provided. The City of Brawley does not discriminate in housing or employment on the basis of race, religion, sex, age, national origin, disability or handicap. If assistance is needed to participate in the Public Hearing, please contact the City Clerk.

NOTICIA DE UNA AUDIENCIA PUBLICA

Se avisa que una audiencia publica se llevara acabo ante el Concilio de la Ciudad de Brawley el dia 20 de Diciembre, 2016 a las 6:00 de la tarde o pronto despues de eso, en la Camara del Concilio ubicado en 383 Calle Main, Brawley, California 92227.

La razón de la audiencia publica es para solicitar comentarios tocante a:

- 1) La aprobación de la revisión de la ciudad para el programa de rehabilitación de viviendas ocupadas por propietarios residentes. El propósito de estas directrices es establecer polizas y procedimientos para la administración y utilización de los programas de vivienda de HOME, CDBG y CalHome.

Personas interesadas podrán asistir a la audiencia y hacer sus comentarios. Personas que no pueden asistir podrán dirigir sus comentarios por escrito a la Secretaria Municipal ubicada en el 383 Main Street, Brawley, California 92227 antes de la audiencia. Los documentos y el archivo de información publica se pueden revisar en la oficina de la Secretaria Municipal entre las horas de 8:00 a.m. – 5:00 pm de lunes a viernes. Para mas información, favor de ponerse en contacto con el Departamento de Servicios para el Desarrollo de la Comunidad al (760) 344-8622.

Se proporciona acceso para incapacitados. La Ciudad de Brawley no discrimina en vivienda o empleo contra cualquier persona por razón de su raza, religión, sexo, origen nacional, incapacidad física o mental, la presencia de niños menores de 18 años. Si necesita asistencia para participar en la audiencia publica, contacte a la Secretaria Municipal.

PUBLISHED: December 8, 2016

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: December 20, 2016

City Manager: 

PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: Del Rio Community Center - Amendment to Joint Use Agreement between Imperial County Office of Education (ICOE) and the City of Brawley

CITY MANAGER RECOMMENDATION: Approve Amendment to Joint Use Agreement with ICOE and Budget Adjustment Resolution 2016- .

DISCUSSION: The City entered into a Joint Use Agreement in April of 2005 to establish community facilities located on an ICOE-owned parcel at 1501 I Street in the City of Brawley. The joint use outdoor recreation facilities primarily consist of lighted fields regularly utilized for soccer. Multi-purpose joint use indoor facilities include the Del Rio Library Ranch and a community space used for flexible programming. Funding sources to construct the joint community facilities included Community Development Block Grant funds and development impact fees.

Per the existing Agreement, every five years beginning in 2010, the City and ICOE shall meet to review the Terms of the Agreement. Modifications may be made at that time as agreed by both parties. In late 2015, ICOE initiated discussions with the City of Brawley regarding ICOE's fiscal constraints and potential cost sharing as it pertains to joint use facilities. The City staff has reviewed the request and determined that the following items identified for cost sharing are reasonable:

- 1) Joint responsibility for the cost of power for lighting of the Del Rio Soccer Field, the Parking Lot and the Interior of the Del Rio Community Center split at 30% for ICOE and 70% for the City.
- 2) Joint responsibility for upgrade of the Del Rio Community Center's air conditioning system, with remote programming, split at 50% for ICOE and 50% for the City; future maintenance expenses for the Del Rio Community Center air-conditioning system split equally as 50/50.
- 3) When janitorial service costs exceed five (5) hours per week on premises, the City is 100% responsible.
- 4) Upgrade of the building with a key fob system split equally as 50/50.
- 5) ICOE and the City to meet in March of each year to review the expenses incurred for the prior year's operation.

It is noted that ongoing expenses associated with the joint use facility will need to be budgeted as part of FY 2016/17 and future years.

FISCAL IMPACT: Estimated impact for FY 2016-17 is \$12,757. The total sum is described as follows:

- 1. Key fob system 50% of \$6,000
- 2. A/C upgrade 50% of \$5,250
- 3. Field lighting 70% of \$10,189

ATTACHMENTS: Joint Use Agreement between the Imperial County Office of Education (ICOE) and the City Dated 1 April, 2005, Amendment to Joint Use Agreement, Budget Adjustment Resolution

JOINT USE AGREEMENT

IMPERIAL COUNTY OFFICE OF EDUCATION
AND
CITY OF BRAWLEY

ICOE H Project
R FILE

THIS JOINT USE AGREEMENT (Agreement) is entered into this 1st day of April of 2005, by and between the Imperial County Office of Education (ICOE), a public school district existing under the laws of the State of California and the City of Brawley (CITY).

WHEREAS, Education Code Section 17051 authorizes school districts to enter into joint use agreements with other public agencies for the purpose of joint use park and recreation facilities including an auditorium, or commercial or industrial facilities where these facilities are jointly used by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, Education Code Section 17052 authorizes school districts to enter into joint use agreements with other public agencies for the purpose of constructing libraries, multipurpose rooms and gymnasiums on existing school sites where these facilities are jointly used by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, ICOE and CITY desire to construct both an outdoor recreation facility and a multipurpose facility on an ICOE-owned parcel, identified as Lot 39 of the Brawley Subdivision No. 1, bordered by I Street on the south and Lot 40 on the west, in Brawley, California.

WHEREAS, ICOE and CITY desire to enter into a Joint Use Agreement for the utilization of Joint Use Outdoor Recreation Facilities and a Joint Use Multipurpose Facility.

WHEREAS, ICOE has requested funds in an application to the Youth Soccer and Recreation Development Program for the construction of soccer and basketball facilities and will submit an application under Senate Bill 1795 for the construction of a Joint Use Multipurpose Facility.

WHEREAS, the potential funding sources are many and varied, all construction costs beyond the Eligible State Funding Limits are to be borne by the joint use partners, ICOE and CITY, as funds are made available from the various grant funders and by mutual agreement of the parties as the full extent of available resources become known.

WHEREAS, ICOE and CITY desire to become partners in the joint use of the proposed Facility under the terms and conditions set forth in State Law and in this Agreement.

WHEREAS, ICOE and CITY wish to provide Outdoor Recreation Facilities and a Multipurpose Facility, each of which will be available for use by students and the community of Brawley, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed.

WHEREAS, it is the intent of ICOE and CITY to maximize the use of Future Joint Use Facilities by allowing community access to all such facilities after school hours and on weekends unless such use is made impracticable by unusual circumstances. During the summer vacation period, the parties will use their best efforts to permit and coordinate the use of the site by ICOE for summer school with the use of the site by CITY.

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence after execution by both parties and after receipt of funding from one or more of the funding sources being pursued for facilities development and construction and shall remain for as long as ICOE owns the property, except as modified or unless terminated pursuant to the terms herein. Every five (5) years, beginning 2010, the parties shall meet to review the Terms of Agreement. Modifications may be made at that time as agreed to by both parties.
2. **Description of Facility.** ICOE owns Del Rio Community School, situated on Lot 40, and the property adjacent to the school known as Lot 39. Lot 39, the site of the facilities to be constructed and managed by this Agreement, is depicted and described more fully in Exhibit A, attached to this agreement for reference. The facility will be constructed in accordance with Plans and Specifications to be approved by the Division of the State Architect and in compliance with other local and federal laws as required.
3. **Purpose of Facility.** The facilities will support ICOE's educational purposes, as well as youth and community group activities supported by CITY. The facilities, in part, are intended to support student programs and assemblies and staff development. They are also intended to provide space for CITY purposes including public recreation, library/annex services, community-based classes, general meetings and training activities.
4. **Construction of Facility.** ICOE shall be fully responsible for the planning, supervision, and construction of the facilities and for entering into any and all agreements required for, and relating to, the construction of the facilities. ICOE shall be responsible for complying with all State and local laws relating to the construction of school facilities.
5. **Project Approvals.** ICOE shall be responsible for obtaining all necessary approvals and permits for construction of the facilities including, but not limited to, obtaining approval of the project by the Division of the State Architect, California Department of Education, and the Office of Public School Construction, applying for funding from the State Allocation Board, and securing the necessary project approvals and permits from the City of Brawley or the County of Imperial.

6 Funding Responsibilities for Construction. Funding for the construction of the facilities shall be procured from numerous sources and will be secured by both ICOE and CITY. ICOE is seeking a grant from the California Department of Parks and Recreation and will contribute those proceeds toward the development of a lighted soccer field, a basketball court and one-third of the parking lot expense. CITY is seeking and will contribute Roberti-Z'berg-Harris grant funding for a portion of the multi-purpose room. In the event funding from the aforesaid sources is insufficient to complete construction of the facilities CITY will consider dedicating eligible Impact Fees. CITY will also pursue and contribute proceeds from the State Community Development Block Grant for this Joint Use Facilities. ICOE will pursue and dedicate State Allocation Board funding for the Joint Use Project. Both parties mutually agree there are required matching funds from ICOE and CITY. The parties to this Agreement intend to pool all funding secured from the respective sources with cost-sharing percentages reflecting the funding available from those sources named herein.

7. Joint Use of the Facility. ICOE and CITY shall share the use of this Joint Use Facility. The Parties agree to meet annually prior to each Fiscal Year to develop a common schedule of activities/events in order to coordinate programs and activities/events conducted at the facility so as to avoid conflicting uses, to ensure that availability of the facility to ICOE and CITY.

Priorities of uses governing the scheduling of activities/events shall be as follows:

- (1) ICOE program functions including student and professional development activities;
- (2) CITY Uses;
- (3) Community Uses; and
- (4) Other Public Agency Uses.

A. Scheduling Responsibility. CITY shall be responsible for scheduling all uses of the Library, including any times requested by ICOE for student use. ICOE shall be responsible for scheduling all uses of the other facilities during the school day, 7:00 a.m. to 4:00 p.m., Monday through Friday. CITY shall be responsible for scheduling all other facilities' use from 4:00 p.m. to 10:00 p.m. Monday through Friday, 7:00 a.m. to 10:00 p.m. Saturday and Sunday and summer non-school days, 7:00 a.m. to 10:00 p.m. CITY shall apprise ICOE of events scheduled and uses to be made of the facilities as appropriate, and no less often than weekly.

B. Scheduling Events. Prior to the annual scheduling of activities/events meetings, ICOE and CITY shall exchange a schedule of all activities/events for the year as soon as such schedule is prepared, but not later than June 1 of each year. Then, within 30 days of the annual anniversary date, the designated representatives of ICOE and CITY shall meet on an annual basis, to discuss operations and scheduling

of the facilities. Any necessary adjustments will be made and a master calendar and schedule of events will be developed. ICOE acknowledges that requests from the public for use of the facilities come up throughout the year and cannot be planned on the annual calendar. CITY agrees to provide ICOE notice of no less than one week prior to any such public uses.

- C. Governance. Any and all persons using the facilities shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.
 - D. Community Use. The facilities shall be available for county-wide community purposes for the maximum extent possible after regular school hours, but no less than twenty (20) hours per week.
8. Maintenance and Operational Costs.
- A. ICOE will be responsible for the day-to-day operations and maintenance, associated with the multi-purpose room, including but not limited to staffing, supervision, security, and custodial, as well as provide all materials for regular maintenance and operations. ICOE will be responsible for providing staffing, supervision, security, set-up and clean-up for ICOE events and ICOE approved usages. ICOE will bill CITY a \$25/hour clean-up fee if the building was not left in the condition it was found. ICOE will contribute to personnel costs for the library/annex for any periods during which ICOE requires exclusive use of the library/annex. Long-term maintenance and repair of the facilities is to be undertaken by ICOE as scheduled and agreed to by CITY. ICOE will be responsible for the operational costs of the buildings and facilities including water, electricity, gas, sewage, garbage pick up and will assume the costs of normal maintenance on the interior and exterior of the building. Repair costs necessitated by vandalism or inadequate supervision of the use of facilities will be borne by the party responsible for supervision at the time the vandalism occurred. See Section 14 for further clarification regarding annual maintenance costs.
 - B. CITY will be responsible for the day-to-day operations and maintenance of the soccer field, including lighting, as well as provide all materials for regular maintenance and operations, including but not limited to staffing, supervision, security, and grounds maintenance. CITY will reimburse ICOE for all electricity costs associated with the soccer field and library/annex. CITY will be responsible for providing staffing, supervision, security, set-up and clean-up for CITY events and CITY approved usages. CITY will bill ICOE a \$25/hour clean-up fee if the building was not left in the condition it was found. CITY will be responsible for providing staffing, supervision, security, and custodial for the library/annex. Repair costs necessitated by vandalism or inadequate supervision of the use of facilities will be borne by the party responsible for supervision at the time the vandalism occurred. See Section 14 for further clarification regarding annual maintenance costs.

- C. Charges for Facility Use. If persons or entities other than ICOE or CITY request the use of the multi-purpose room, charges for such use will be determined in accordance with ICOE's use rates that are permitted under the Civic Center Act. Such fees will be collected by CITY and dedicated to the payment of utilities or other expenses paid to operate the facilities. All fees will be determined in advance of any permitted activity. It is understood that ICOE and CITY will not be charged a fee for use of the facilities.
9. Student and Public Safety. The safety and security of ICOE students and staff and the public are of utmost importance. Therefore, use of the joint use facility during school hours will be governed by ICOE's policies and administrative regulations regarding facility's use. During any times that the facilities on Lot 39 are in use by ICOE students and students are present, said policies require that all visitors shall register immediately upon entering the site. Also during any times of exclusive use of the facilities on Lot 39 by ICOE students, a staff member of ICOE shall accompany all visitors while on the site. ICOE shall assign certificated staff and other classified staff, when necessary to ensure the safety of pupils during regularly scheduled school hours at a ratio of one (1) adult to forty (40) students. CITY shall assign staff to direct activities and ensure safety when the facility is under its direction. Community use shall be governed by ICOE Use of Facility Policies consistent with the Civic Center Act.
10. Insurance. Shall be consistent with what is contained in the License Agreement executed between ICOE and the CITY.
11. Improvements. No improvements shall be installed on the site except those described herein, by ICOE or CITY, nor shall construction on said improvements commence until planning and specifications for said improvements are reviewed, approved, and signed by both parties. All improvements installed upon the site shall be the property of ICOE.
12. Termination. This Agreement shall automatically terminate in the event the facility is not approved by the State Department of Education or the Division of the State Architect within three (3) years of execution. This Agreement shall also automatically terminate in the event that the facility is not approved for funding by the State Allocation Board within (3) years of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein.
13. Indemnity. To the extent permitted by law, ICOE agrees to indemnify, defend and hold harmless CITY from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive of ICOE, or anyone acting under its direction in connection with or incidental to the services provided

hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of CITY.

To the extent permitted by law, CITY agrees to indemnify, defend and hold harmless ICOE from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive of CITY, or anyone acting under its direction in connection with or incidental to the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICOE.

14. Joint Review of Facilities Management and Costs

ICOE and CITY shall meet not less than annually prior to January 1 of each year to review the joint use of the site, insurance limits, annual maintenance responsibility, and annual maintenance costs. As a result of this review, the use schedule, insurance limits, future improvements, and annual maintenance responsibility as identified in this Agreement may be revised for a subsequent school year upon the mutual consent of both ICOE and CITY. The Agreement will be amended to include these revisions upon approval by CITY and ICOE.

15. Notices and Contacts. All notices, demands, request, approvals, authorizations, or designations hereunder by either ICOE or CITY to the other shall be in writing and shall be given and served upon the other party, or sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

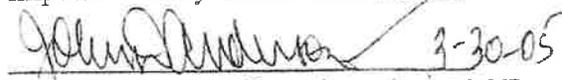
Imperial County Office of Education
Attn: Superintendent
1398 Sperber Road
El Centro, CA 92243

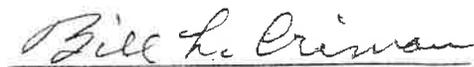
City of Brawley
Attn: City Manager
400 Main Street
Brawley, CA 92227

Either party may change its address or contact person by giving notice to the other party.

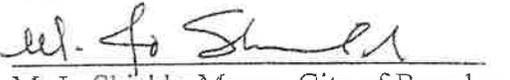
The Parties have executed this Agreement as of the date(s) indicated below.

Imperial County Office of Education

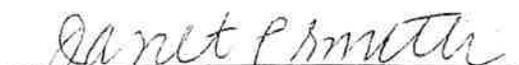

John D. Anderson, Superintendent, ICOE
1398 Sperber Road
El Centro, CA 92243


Bill L. Criman, President
Imperial County Board of Education
1398 Sperber Road
El Centro, CA 92243

City of Brawley


M. Jo Shields, Mayor, City of Brawley
400 Main Street
Brawley, CA 92227

ATTEST:


Janet P. Smith, City Clerk

Addendum made between these parties will become part of the Joint Use Agreement
between
Imperial County Office of Education and City of Brawley

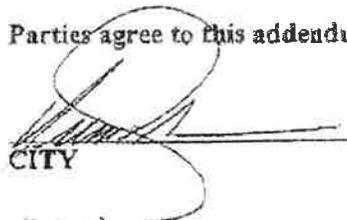
Addendum 1

Page 1 of Joint Use Agreement, first declaration should state the following:

THIS JOINT USE AGREEMENT (Agreement) is entered into this thirtieth day of March 2005, by and between the Imperial County Office of Education (ICOE), a public school district existing under the laws of the State of California and the City of Brawley (CITY).

(The original Joint Use Agreement was and approved by the Brawley City Council on March 15, 2005 and by John D. Anderson, Superintendent and Bill L. Criman, Board President on March 30, 2005. Each party adopted the agreement at their respective meetings, which reflected on the signature page in the Joint Use Agreement. The latter date is March 30, 2005.)

Parties agree to this addendum signed as indicated below:


CITY _____ DATE 5/17/05

Title City Manager


ICOE _____ DATE 6-17-05

Title Superintendent

Addendum made between these parties will become part of the Joint Use Agreement
between
Imperial County Office of Education and City of Brawley

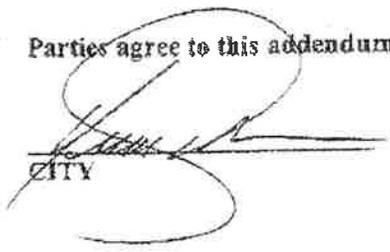
Addendum 2

Page 1 of Joint Use Agreement, fifth WHEREAS should state the following:

WHEREAS, ICOE has requested funds in an application to the Youth Soccer and Recreation Development Program for the construction of soccer and basketball facilities and will submit and application under Senate Bill 15 Joint-Use Program for the construction of a Joint Use Facility.

This Joint Use Agreement goes beyond what is required in the Joint Use application process: it also refers to a lighted outdoor soccer field, outdoor basketball courts and a portion of the parking lot expense all of which are on the same site. We are awaiting word on a grant from the California Department of Parks and Recreation to fund that portion of the project.

Parties agree to this addendum signed as indicated below:


CITY _____ DATE 6/17/05

Title City Manager


ICOE _____ DATE 6-17-05

Title Superintendent

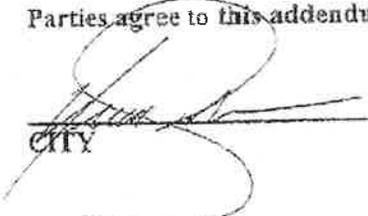
Addendum made between these parties will become part of the Joint Use Agreement
between
Imperial County Office of Education and City of Brawley

Addendum 4

Under Terms (8) Maintenance and Operational Costs add the following language:

Both parties are committed to working in an equitable manner in order to share in the ongoing operational costs including maintenance as close to 50% - 50% as possible.

Parties agree to this addendum signed as indicated below:



CITY DATE 6/17/05
Title City Manager 



ICOE DATE 6-17-05
Title Superintendent

**AMENDMENT TO JOINT USE AGREEMENT
BETWEEN IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE)
AND CITY OF BRAWLEY**

The Imperial County Office of Education (ICOE) and the City of Brawley (CITY) have entered into Joint Use Agreement dated April 1, 2005. The parties met in late 2015 and most recently on October 17, 2016 to discuss various maintenance topics, operational issues and potential upgrades to the facility that are the subject of the Joint Use Agreement.

Section 8 of the Joint Use Agreement is hereby amended to add the additional items:

- 1) The parties shall be jointly responsible for the cost of power for lighting of the Del Rio Soccer Field, the Parking Lot and the Interior of the Community Center. The cost of power shall be allocated thirty percent (30%) to ICOE and seventy percent (70%) to the City. The power accounts shall be reconciled quarterly if possible, but not less than bi-annually.
- 2) The parties will share responsibility for an upgrade to the Del Rio Community Center's air-conditioning system. The planned upgrade will allow remote programming for the system and is expected to cost \$5,250.00. The parties shall share the cost of the upgrade equally. Additionally the parties shall share the costs equally for future maintenance expenses for the Del Rio Community Center air-conditioning system.
- 3) The CITY shall bear the cost of janitorial duties on premises when the costs incurred exceed five (5) hours per week. ICOE shall invoice the CITY annually for this service in April of each year.
- 4) The parties shall share equally in the costs to upgrade the building with a key fob system.

The parties further agree to meet in March of each year to review the expenses incurred for the prior year's operation of the facility and to make plans for the coming year.

The parties re-affirm the other provisions of the Joint Use Agreement.

CITY, by its City Manager

Date

ICOE, by its Superintendent

Date

City of Brawley, California

Sam Couchman, Mayor

APPROVED AS TO FORM:

ATTEST:

William S. Smerdon, City Attorney

Alma Benavides, City Clerk

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2016/2017 CITY OF
BRAWLEY BUDGET.

Amendment No. 2016-04: Department: Parks & Recreation

WHEREAS, Minute Order dated June 21, 2016 adopted the Fiscal Year 2016 - 2017 City of Brawley Budget and appropriated expenses on a cost center basis: and

WHEREAS, adjustments to the FY 2016-2017 General Fund Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, That the FY 2016-2017 City of Brawley Budget is hereby amended as follows;

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
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TOTAL

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
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101-521.000-740.100	Repair & Maintenance Services	\$12,757.00	
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TOTAL \$12,257.00

REASON: To account for the cost-sharing agreement between ICOE and the City of Brawley. 50% of Key Fob System (\$6,000), 50% of A/C upgrade(\$5,250)and 70% of Del Rio Field Lighting (\$10,189)

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on the 20th day of December, 2016.

CITY OF BRAWLEY, CALIFORNIA

Sam Couchman, Mayor

ATTEST:

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: December 20, 2016
City Manager: 

PREPARED BY: Rosanna Bayon Moore, City Manager

PRESENTED BY: Rosanna Bayon Moore, City Manager

SUBJECT: Volunteer Park – Phase II Parking Lot Improvements

CITY MANAGER RECOMMENDATION: Approve Agreement for Funding between the Imperial County Air Pollution Control District (ICAPCD) and the City of Brawley in the amount of \$200,000 from the Rule 310 Operational Development Fee Program.

DISCUSSION: The ICAPCD administers the Rule 310 Operational Development Fee Program in an effort to mitigate the air impacts produced in Imperial County. Rule 310 funds aim to preserve and protect public health, public safety and the environment.

The City of Brawley Public Works Department successfully applied for Rule 310 mitigation project funding to further reduce the emission of PM10 pollutants at Volunteer Park, following the completion of phase one. The scope of work consists of a second phase of parking improvements, that incorporates paving of the parking area at the northeast corner of Volunteer Park, also described as the southwest corner of River Drive and North Third Street. Project construction will be funded by the aforementioned grant, in addition to local funds that were approved as part of a City Council Budget Resolution adopted on September 6, 2016.

FISCAL IMPACT: Revenues of up to \$200,000 to complete improvement project that will not exceed a total cost of \$286, 817.90

ATTACHMENTS: Volunteer Park – Phase II Preliminary Concept, Draft Agreement, Exhibit A, Minute Order for September 6, 2016

PRELIMINARY CONCEPT
VOLUNTEER PARK PARKING LOT
IMPROVEMENTS - PHASE 2



VOLUNTEER
PARK

RIVER DR.

3RD ST.



1 **AGREEMENT FOR FUNDING**

2 **City of Brawley**

3 THIS AGREEMENT FOR FUNDING (“Agreement”), made and entered into effective the
4 _____ day of _____, 2016, by and between the **Imperial County Air Pollution Control**
5 **District**, an air pollution control district formed and existing pursuant to California Health and Safety
6 Code section 40002 (“**ICAPCD**”), and **City of Brawley**, a municipal corporation of the state of
7 California (“**RECIPIENT**”) (individually, “Party;” collectively, “Parties”), shall be as follows:

8 **RECITALS**

9 **WHEREAS**, RECIPIENT is the owner of certain real property located within the County of
10 Imperial known as the Volunteer Park parking area, located on north First Street and River Drive,
11 Brawley, California (“Parking Lot”); and

12 **WHEREAS**, RECIPIENT desires to pave the Parking Lot (“Project”); and

13 **WHEREAS**, RECIPIENT has requested funding through ICAPCD’s Rule 310 Operational
14 Development Fee Funding Program; and

15 **WHEREAS**, ICAPCD desires to provide such funding to RECIPIENT, subject to the terms and
16 conditions provide for herein; and

17 **WHEREAS**, ICAPCD is authorized to enter into this Agreement under the provisions of
18 California Health and Safety Code section 40701.

19 **NOW, THEREFORE**, in consideration of their mutual covenants, ICAPCD and RECIPIENT
20 have and hereby agree to the following:

21 **1. INCORPORATION OF RECITALS.**

22 **1.1.** PARTIES hereby certify that to the best of their knowledge, the above recitals are true
23 and correct.

24 **1.2.** The above recitals are hereby adopted and incorporated within this Agreement.

25 **2. DEFINITIONS.**

26 “Scope of Work” shall mean that document that describes the Project and project requirements. The
27 Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

28 ///

1 **3. CONTRACT COORDINATION.**

2 **3.1.** The Air Pollution Control Officer, or his/her designee, shall be the representative of
3 ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or
4 his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall
5 supervise the progress and execution of this Agreement.

6 **3.2.** RECIPIENT shall assign a single Contract Manager to have overall responsibility for the
7 progress and execution of this Agreement. Should circumstances or conditions
8 subsequent to the execution of this Agreement require a substitute Contract Manager for
9 any reason, the Contract Manager designee shall be subject to the prior written acceptance
10 and approval of ICAPCD's Contract Manager.

11 **4. SCOPE OF WORK.**

12 RECIPIENT shall provide all materials and labor to perform this Agreement consistent with the
13 Scope of Work, attached hereto as **Exhibit "A."** In the event of a conflict amongst this Agreement and the
14 Scope of Work, this Agreement shall take precedence.

15 **5. WORK TO BE PERFORMED BY RECIPIENT.**

16 **5.1.** RECIPIENT shall comply with all terms, conditions, and requirements of the Scope of Work
17 and this Agreement.

18 **5.2.** RECIPIENT shall perform such other tasks as necessary and proper for the full performance
19 of the obligations assumed by RECIPIENT hereunder.

20 **5.3.** RECIPIENT shall:

21 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that
22 may be necessary and incidental to the due and lawful prosecution of the work to
23 be performed by RECIPIENT under this Agreement;

24 **5.3.2.** Keep itself fully informed of all existing and proposed federal, State and local laws,
25 ordinances, regulations, orders and decrees which may affect those under this
26 Agreement;

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1 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe and
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned
3 above; and

4 **5.3.4.** Immediately report to ICAPCD's Contract Manager in writing any discrepancy or
5 inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees
6 mentioned above in relation to any provisions of this Agreement.

7 **6. REPRESENTATIONS BY RECIPIENT.**

8 **6.1.** RECIPIENT represents and warrants that it is a lawful entity possessing all required
9 licenses and authorities to do business in the State of California and perform all aspects
10 of this Agreement.

11 **6.2.** RECIPIENT represents and warrants that the person or people executing this Agreement on
12 behalf of RECIPIENT have the authority of RECIPIENT to sign this Agreement and bind
13 RECIPIENT to the performance of all duties and obligations assumed by RECIPIENT
14 herein.

15 **6.3.** RECIPIENT represents and warrants that any employee, contractor, and/or agent who will
16 be performing any of the duties and obligations of RECIPIENT herein possess all required
17 licenses and authorities, as well as the experience and training, to perform such tasks.

18 **6.4.** RECIPIENT understands that ICAPCD considers the representations made herein to be
19 material and would not enter into this Agreement with RECIPIENT if such representations
20 were not made.

21 **6.5.** RECIPIENT understands and agrees that in the course of performance of this Agreement,
22 RECIPIENT may be provided with information or data considered by ICAPCD to be
23 confidential. ICAPCD shall clearly identify such information and/or data as confidential.
24 RECIPIENT shall take all necessary steps necessary to maintain such confidentiality,
25 including but not limited to restricting the dissemination of all material received to those
26 required to have such data in order for RECIPIENT to perform under this Agreement.

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28 **7. TERM OF AGREEMENT.**

1 This Agreement shall become effective upon the date first written above and shall remain in effect
2 until the work to be performed under **Exhibit "A"** is completed, unless otherwise terminated as provided
3 for herein.

4 **8. FUNDING.**

5 **8.1.** The total funding under this Agreement shall not exceed **two hundred thousand dollars**
6 **(\$200,000).**

7 **8.2.** Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay RECIPIENT
8 any compensation, out-of-pocket expenses, fees or other remuneration.

9 **9. PAYMENT.**

10 **9.1.** RECIPIENT shall receive funding for the Project once the Project has been completed in
11 accordance with **Exhibit "A"** and to the full satisfaction of ICAPCD.

12 **9.2.** RECIPIENT understands and acknowledges that under no circumstance shall it receive
13 any funding from ICAPCD prior to the full and satisfactory completion of the Project.

14 **10. METHOD OF PAYMENT.**

15 Upon the satisfactory completion of the Project, RECIPIENT may expect to receive payment within
16 a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days after
17 ICAPCD has approved the completion of the Project in accordance with **Exhibit "A."**

18 **11. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER**
19 **REQUIREMENTS.**

20 RECIPIENT is hereby on notice that the work to be performed under this Agreement is subject
21 to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.
22 RECIPIENT agrees to abide by the following provisions:

23 **11.1. Prevailing Wage.** When applicable, RECIPIENT and its subcontractors shall pay all
24 workers employed on the work for the Project the higher of either the rates determined by
25 the Director of the Department of Industrial Relations ("DIR") or, when applicable, the
26 Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

27 **11.1.1.** Copies of the State prevailing rate of per diem wages are on file with the
28 Department of Industrial Relations, Division of Apprenticeship Standards, 445

1 Golden Gate Avenue, San Francisco, California, and at the County of Imperial
2 Department of Public Works, and are available to RECIPIENT and any other
3 interested party upon request.

4 **11.1.2.** RECIPIENT shall post the prevailing rate of per diem wages at the Project work
5 site.

6 **11.1.3.** RECIPIENT is responsible for compliance with the provisions herein.

7 **11.2. Mandatory Registration with the Department of Industrial Relations – NEW**
8 **REQUIREMENTS PURSUANT TO SB 854.**

9 **11.2.1.** When applicable, RECIPIENT and its subcontractors shall register with the DIR
10 and pay all applicable fees as set forth in Labor Code § 1725.5.

11 **11.2.2.** RECIPIENT and its subcontractors acknowledge that they shall not be listed on
12 any bid proposal for a public works project (submitted on or after March 1, 2015)
13 unless registered with the DIR pursuant to Labor Code section 1725.5. The
14 requirements of this section shall apply unless one of the limited exceptions
15 provided under Labor Code § 1771.1(a) applies.

16 **11.2.3.** RECIPIENT and its subcontractors acknowledge that they shall not be awarded
17 any contract for public work on a public works project (awarded on or after April
18 1, 2015) unless registered with the DIR pursuant to Labor Code § 1725.5.

19 **11.2.4.** The work on the Project described herein may be subject to compliance monitoring
20 and enforcement with the DIR.

21 **11.2.5.** For further information concerning compliance with SB 854, please visit:
22 <http://www.dir.ca.gov/Public-Works/SB854.html>.

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27 **11.3. Cognizance of Violations by ICAPCD.**

28 **11.3.1.** RECIPIENT understands and agrees that ICAPCD shall take cognizance of

1 violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code
2 committed in the course of the execution of this Agreement, and shall promptly
3 report any suspected violations to the Labor Commissioner.

4 **11.3.2.** If applicable, RECIPIENT may bring an action in a court of competent jurisdiction
5 to recover from ICAPCD the difference between the wages actually paid to an
6 employee and the wages that were required to be paid to an employee pursuant to
7 Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties
8 required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California
9 Labor Code, and costs and attorney's fees related to the action, if either of the
10 following is true:

- 11 (a) ICAPCD previously affirmatively represented to RECIPIENT in writing,
12 in the call for bids, or otherwise, that the work was not a "public work," as
13 defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code;
14 or
15 (b) ICAPCD received actual written notice from the Department of Industrial
16 Relations that the work is a "public work," as defined in Chapter 1 of Part
17 7 of Division 2 of the California Labor Code, and failed to disclose that
18 information to RECIPIENT before the bid opening or award.

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27 **11.4. Prevailing Wage Rates and Payroll Records.**

28 **11.4.1.** When applicable, RECIPIENT agrees to comply with §§ 1775 and 1776 of the

1 California Labor Code relating to the payment of prevailing wage and the
2 maintenance of certified payroll records and to make the certified payroll records
3 available for inspection at all reasonable hours at RECIPIENT's principal office.
4 The responsibility for compliance with these provisions is fixed with RECIPIENT.
5 RECIPIENT understands and agrees that it shall, as a penalty to ICAPCD, forfeit
6 specific monetary fines for each worker paid less than the prevailing wage rates as
7 determined by the Labor Commissioner for the work or craft in which the worker
8 is employed for any work done pursuant to this Agreement.

9 **11.4.2.** When applicable, RECIPIENT shall be liable for penalties when a subcontractor
10 fails to pay its workers the general prevailing rate of per diem wages and any of
11 the following conditions are met:

- 12 (a) RECIPIENT had knowledge of the failure of the subcontractor to pay the
13 specified prevailing rate of wages to those workers; or
14 (b) RECIPIENT fails to comply with the following requirement: The contract
15 executed between RECIPIENT and the subcontractor for the performance
16 of work on the Project shall include a copy of the provisions of California
17 Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and
18 (c) RECIPIENT fails to comply with the following requirement: RECIPIENT
19 shall monitor the payment of the specified general prevailing rate of per
20 diem wages by the subcontractor to the employees, by periodic review of
21 the certified payroll records of the subcontractor; and

22 ///

23 ///

- 24 (d) Upon becoming aware of the failure of the subcontractor to pay his or her
25 workers the specified prevailing rate of wages, RECIPIENT shall
26 diligently take corrective action to halt or rectify the failure, including, but
27 not limited to, retaining sufficient funds due the subcontractor for work
28 performed on the Project; and

1 (e) Prior to making final payment to the subcontractor for work performed on
2 the Project, RECIPIENT shall obtain an affidavit signed under penalty of
3 perjury from the subcontractor that the subcontractor has paid the specified
4 general prevailing rate of per diem wages to his or her employees on the
5 Project work and any amounts due pursuant to California Labor Code §
6 1813.

7 **11.5. Work Day and Work Week Requirements.**

8 **11.5.1.** When applicable, RECIPIENT agrees to comply with §§ 1810 through 1815 of the
9 California Labor Code and sections 103 and 107 of the Contract Work Hours and
10 Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the
11 Department of Labor regulations, which provide that RECIPIENT's workers and
12 its subcontractors' workers may not be required or permitted to work more than
13 eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1)
14 calendar week.

15 **11.5.2.** When applicable, work performed by employees of RECIPIENT or its
16 subcontractor in excess of eight (8) hours per day, and forty (40) hours during any
17 one (1) week, shall be compensated for all hours worked in excess of eight (8)
18 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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22 ///

23 **11.5.3.** The responsibility for compliance with these provisions is fixed with RECIPIENT.
24 RECIPIENT understands and agrees that it shall, as a penalty to ICAPCD, forfeit
25 specific monetary fines to ICPACD should RECIPIENT or its subcontractors fail
26 to comply with the provisions contained within this paragraph.

27 **11.6. Apprenticeship Requirements.**

28 **11.6.1.** When applicable, RECIPIENT agrees to comply with §§ 1777.5, 1777.6 and

1 1777.7 of the California Labor Code relating to the employment of apprentices
2 and to provide ICAPCD with copies of any contract award information and
3 verified statements of the journeyman and apprentice hours performed pursuant to
4 this Agreement as required by § 1777.5(e).

5 **11.6.2.** The responsibility for compliance with these provisions is fixed with RECIPIENT
6 for all apprenticeable occupations, where journeymen in the craft are employed on
7 the public work, in a ratio of not less than one (1) apprentice for each five (5)
8 journeymen (unless an exemption is granted in accordance with § 1777.5) and
9 RECIPIENT and its subcontractors shall not discriminate among otherwise
10 qualified employees as indentured apprentices on any public work solely on the
11 ground of race, religious creed, color, national origin, ancestry, sex, or age, except
12 as provided in California Labor Code § 3077.

13 **11.6.3.** If the Project work falls within the jurisdiction of California Labor Code § 1777.5,
14 ICAPCD shall, within five (5) days of the award, send a copy of the award to the
15 Division of Apprenticeship Standards. In addition, ICAPCD shall notify the
16 Division of Apprenticeship Standards of a finding of any discrepancy regarding
17 the ratio of apprentices to journeymen within five (5) days of the finding.

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21 **11.7. Labor Standards Compliance Requirements.**

22 **11.7.1.** It is RECIPIENT's responsibility to provide all labor compliance documentation
23 from its subcontractors completely and accurately in a timely manner.
24 RECIPIENT is responsible to review promptly and then, if applicable, forward on
25 all required documentation to ICAPCD. If applicable, ICPCD will provide
26 training, documentation requirements, forms, etc., at the preconstruction
27 conference or at a time designated by ICAPCD.

28 **11.7.2.** In the event, during the review process of labor compliance documentation from

1 ICAPCD's labor compliance monitor, inaccurate, missing or incomplete
2 information was provided, the labor compliance monitor will request from
3 RECIPIENT the items, revisions and documentation needed. The cost of this
4 additional labor compliance enforcement shall be borne by RECIPIENT.

5 **12. TIME FOR COMPLETION OF THE WORK.**

6 **12.1.** The Parties agree that time is of the essence in the performance of this Agreement.

7 **12.2.** Time extensions may be allowed for delays caused by ICAPCD, other governmental
8 agencies, or factors not directly brought about by the negligence or lack of due care on the
9 part of RECIPIENT.

10 **12.2.1.** Such requests for extension shall be in writing and shall be forwarded to the
11 attention of the ICAPCD Contract Manager.

12 **12.2.2.** All requests for extension outline the factual bases for the request.

13 **13. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

14 RECIPIENT shall maintain books, records, documents, reports and other materials developed
15 under this Agreement as follows:

16 **13.1.** RECIPIENT shall maintain all reports, documents, and records, which demonstrate
17 performance under this Agreement for a minimum period of five (5) years, or for any
18 longer period required by law, from the date of termination or completion of this
19 Agreement.

20 ///

21 **13.2.** Any records or documents required to be maintained by RECIPIENT pursuant to this
22 Agreement shall be made available to ICAPCD for inspection or audit at any time during
23 RECIPIENT's regular business hours; provided that ICAPCD provides RECIPIENT with
24 seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no
25 cost to ICAPCD, be provided to ICAPCD for inspection at RECIPIENT's address
26 indicated for receipt of notices under this Agreement.

27 **14. SUSPENSION OF AGREEMENT.**

28 ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in

1 part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of
2 RECIPIENT to perform any provision of this Agreement.

3 **15. TERMINATION.**

4 **15.1.** Any failure by either Party to perform any term or provision of this Agreement, which
5 failure continues uncured for a period of thirty (30) days following written notice of such
6 failure from the other Party, unless such period is extended by mutual written consent,
7 shall constitute a default under this Agreement. Any notice given pursuant to this section
8 shall specify the nature of the alleged failure and, where possible, the manner in which the
9 failure may be satisfactorily cured.

10 **15.2.** Upon failure to cure as herein provided, the Party alleging the failure may institute legal
11 or equitable proceedings to enforce this Agreement.

12 **16. INSPECTION.**

13 RECIPIENT shall furnish ICAPCD with every reasonable opportunity for ICAPCD to ascertain
14 that the work being performed by RECIPIENT is in accordance with the requirements and intentions of
15 this Agreement. The inspection of such work shall not relieve RECIPIENT of any of its obligations to
16 fulfill its Agreement as prescribed.

17 **17. INTEREST OF RECIPIENT.**

18 **17.1.** RECIPIENT covenants that it presently has no interest, and shall not acquire any interest,
19 direct or indirect, financial or otherwise, which would conflict in any manner or degree
20 with the performance of the services hereunder.

21 **17.2.** RECIPIENT covenants that, in the performance of this Agreement, no subcontractor or
22 person having such an interest shall be employed.

23 **17.3.** RECIPIENT certifies that no one who has or will have any financial interest under this
24 Agreement is an officer or employee of ICAPCD.

25 **18. INDEMNIFICATION.**

26 To the greatest extent permitted by law, RECIPIENT agrees to indemnify, defend, protect and
27 hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and
28 assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses

1 of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in
2 whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such
3 claims may be groundless, false, or fraudulent, by any willful misconduct or negligence, whether active
4 or passive of RECIPIENT, or anyone acting under his direction in connection with or incident with the
5 services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful
6 misconduct of ICAPCD.

7 **19. INSURANCE REQUIREMENTS.**

8 Parties agree to procure and maintain insurance coverages sufficient to cover their respective
9 risks.

10 **20. INDEPENDENT CONTRACTOR.**

11 **20.1.** Nothing contained herein shall be construed to create, and the Parties hereto expressly
12 disclaim any intent to create, any form of agency relationship, joint venture, or
13 partnership.

14 **20.2.** RECIPIENT on its own behalf and on the behalf of its agents and employees, agrees that
15 RECIPIENT is acting as an independent contractor, and not as an agent, officer or
16 employee of ICAPCD.

17 **20.3.** RECIPIENT is not an employee of ICAPCD and is only responsible for the requirements
18 and results specified by this Agreement.

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21 **20.4.** RECIPIENT shall be responsible to ICAPCD only for the requirements and results
22 specified by this Agreement and except as specifically provided in this Agreement, shall
23 not be subject to ICAPCD's control with respect to the physical actions or activities of
24 RECIPIENT in fulfillment of the requirements of this Agreement.

25 **20.5.** RECIPIENT is not, and shall not be, entitled to receive from, or through, ICAPCD, and
26 ICAPCD shall not provide, or be obligated to provide, RECIPIENT with Workers'
27 Compensation coverage or any other type of employment or worker insurance or benefit
28

1 coverage required or provided by any federal, state or local law or regulation for, or
2 normally afforded to, an employee of ICAPCD.

3 **20.6.** RECIPIENT shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall
4 not withhold or pay, on behalf of RECIPIENT, any tax or money relating to the Social
5 Security Old Age Pension Program, Social Security Disability Program, or any other type
6 of pension, annuity, or disability program required or provided by any federal, state, or
7 local law or regulation.

8 **20.7.** RECIPIENT shall not be entitled to participate in, or receive any benefit from, or make
9 any claim against any ICAPCD fringe benefit program, including, but not limited to,
10 ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life
11 insurance plan, or any other type of benefit program, plan, or coverage designated for,
12 provided to, or offered to ICAPCD's employees.

13 **20.8.** ICAPCD shall not withhold or pay, on behalf of RECIPIENT, any federal, state, or local
14 tax, including, but not limited to, any personal income tax, owed by RECIPIENT.

15 **20.9.** RECIPIENT is, and at all times during the term of this Agreement, shall represent and
16 conduct itself as an independent contractor, not as an employee of ICAPCD.

17 **20.10.** RECIPIENT shall not have the authority, express or implied, to act on behalf of, bind, or
18 obligate ICAPCD in any way without the written consent of ICAPCD.

19 **21. ASSIGNMENT.**

20 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
21 RECIPIENT without the prior written consent of ICAPCD.

22 **22. NON-DISCRIMINATION.**

23 **22.1.** During the performance of this Agreement, RECIPIENT and its subcontractors
24 RECIPIENT shall not unlawfully discriminate, harass or allow harassment against any
25 employee or applicant for employment because of sex, race, color, ancestry, religious
26 creed, national origin, physical disability (including HIV and AIDS), mental disability,
27 medical condition (cancer), age (over forty (40)), marital status and denial of family care
28 leave.

1 **22.2.** RECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their
2 employees and applicants for employment are free from such discrimination and
3 harassment.

4 **22.3.** RECIPIENT and its subcontractors shall comply with the provisions of the Fair
5 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
6 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
7 seq.).

8 **22.4.** The applicable regulations of the Fair Employment and Housing Commission
9 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title
10 2 of the California Code of Regulations, are incorporated into this Agreement by reference
11 and made a part hereof as if set forth in full.

12 **22.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
13 are incorporated into this Agreement by reference and made a part hereof as if set forth in
14 full.

15 **22.6.** RECIPIENT and its subcontractors shall give written notice of their obligations under
16 Section 22 to labor organizations with which they have a collective bargaining or other
17 agreement.

18 **22.7.** RECIPIENT shall include the nondiscrimination and compliance provisions of Section 22
19 in all subcontracts to perform work under this Agreement.

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22 **23. NOTICES.**

23 **23.1.** Any notice by either party to the other shall be personally delivered to the party or sent by
24 certified mail, return receipt requested, to the addresses set forth below:

25 ICAPCD:
26 Imperial County Air Pollution Control District
27 150 South 9th Street
28 El Centro, CA 92243

RECIPIENT:
 City of El Centro ~~Brawley~~
 383 Main Street ~~Street~~
 Brawley, CA 92227

 and

1 Imperial County Air Pollution Control District
2 Clerk of the District Board of Directors
3 940 West Main Street, Suite 209
4 El Centro, CA 92243
5
6

7 **23.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
8 two (72) hours after deposit in the United States mail, or twenty-four (24) hours after
9 deposit with an overnight carrier.

10 **23.3.** The addressees and addresses for purposes of this Section may be changed to any other
11 addressee and address by giving written notice of such change. Unless and until written
12 notice of change of addressee and/or address is delivered in the manner provided in this
13 Section, the addressee and address set forth in this Agreement shall continue in effect for
14 all purposes hereunder.

15 **24. ENTIRE AGREEMENT.**

16 This Agreement contains the entire contract between ICAPCD and RECIPIENT relating to the
17 transactions contemplated and supersedes all prior or contemporaneous agreements, understandings,
18 provisions, negotiations, representations, or statements, either written or oral.

19 **25. MODIFICATION.**

20 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
21 unless the same is in writing and signed by both Parties.

22 **26. CAPTIONS.**

23 Captions in this Agreement are inserted for convenience of reference only and do not define,
24 describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

25 **27. PARTIAL INVALIDITY.**

26 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
27 or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired
28 or invalidated in any way.

1 **28. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

2 **28.1.** As used in this Agreement, and whenever required by the context thereof, each number,
3 both singular and plural, shall include all numbers, and each gender shall include all
4 genders.

5 **28.2.** RECIPIENT as used in this Agreement or in any other document referred to in or made a
6 part of this Agreement shall likewise include the singular and the plural, a corporation, a
7 partnership, individual, firm or person acting in any fiduciary capacity as executor,
8 administrator, trustee or in any other representative capacity or any other entity.

9 **28.3.** All covenants herein contained on the part of RECIPIENT shall be joint and several if
10 more than one person, firm, or entity executes the Agreement.

11 **29. WAIVER.**

12 No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be
13 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the
14 same or any other covenant or condition.

15 **30. CHOICE OF LAW.**

16 This Agreement shall be governed by the laws of the State of California. This Agreement is made
17 and entered into in Imperial County, California. To the extent permitted by law, any action brought by
18 either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within
19 said County.

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22 **31. AUTHORITY.**

23 **31.1.** Each individual executing this Agreement on behalf of RECIPIENT represents and
24 warrants that:

25 **31.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
26 RECIPIENT; and

27 **31.1.2.** Such execution and delivery is in accordance with the terms of any Articles of
28 Incorporation or Partnership, by-laws, or Resolutions of RECIPIENT and;

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ATTEST:

Blanca Acosta, Clerk of the District Board,
Imperial County Air Pollution Control District

APPROVED AS TO FORM:

Katherine Turner,
County Counsel

By: _____
Adam G. Crook,
Deputy County Counsel

By: _____
William S. Smerdon
City Attorney



IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

RULE 310 OPERATIONAL DEVELOPMENT FEE FUNDING PROJECT

EXHIBIT "A" City of Brawley ("Recipient")

This Exhibit "A" is intended to provide direction and specific requirements necessary to fully execute the proposed project described as the following:

Phase 2 paving of the parking area west of the Volunteer Park, located on North First Street and River Drive, Brawley, California ("Project").

NOW THEREFORE, Recipient agrees with the following:

1. PM₁₀ Reduction Project: Recipient agrees that on August 4, 2016 its Request for Proposal was selected by the Rule 310 Review Committee for funding. The following information describes the PM₁₀ reduction Project:

PROJECT NAME AND DESCRIPTION	REQUESTED AWARD AMOUNT
Phase 2 paving of the parking area west of the Volunteer Park, located on North First Street and River Drive, Brawley, California.	\$200,000

2. Recipient agrees that if the Project is funded or considered for funding by any other incentive program sponsored by either State, federal, or any local jurisdiction, another Air Pollution Control/Management District, or State program, Recipient will notify the Imperial County Air Pollution Control District ("Air District") immediately.
3. Recipient agrees that the Air District will be contacting Recipient to set up a pre-inspection of the Project. The inspection is composed of the following:
 - a. Photographic evidence sufficient enough to identify the Project as that described in section No. 1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc such that the location of the Project is clearly identifiable.
 - b. Formal notice of pre-inspection completeness. The Air District will inform Recipient when the pre-inspection process has been completed in the following manner:
 - i. In person



IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

- a. Notification by Recipient: Recipient agrees to notify the Air District of the completion of the Project. This will allow the Air District an opportunity to schedule and conduct a final inspection. Notification by Recipient may be in the following manner:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.

- b. Final Inspection: Recipient agrees that vital to the final inspection is the verification of the completion of the Project. Once notice has been received by Recipient that the Project has been completed, the Air District shall conduct a final inspection which shall include but is not limited to:
 - i. Photographic evidence sufficient enough to identify the Project as that originally described in section No. 1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc such that the location of the Project is clearly identifiable.

- c. Formal Notice of Final Inspection Completeness: Recipient agrees that once the Air District receives verification from the inspector that all material aspects of the newly completed Project are true and correct, notification by the Air District to Recipient that the Project is complete shall be in the following manner:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.

- 6. Recipient affirmatively states that he or she has legal authority to agree and sign to the terms of this Agreement.

CITY OF BRAWLEY

AIR POLLUTION CONTROL DISTRICT

Date: _____

Date: _____

Rosanna Bayon-Moore
City Manager

Reyes Romero
Interim Air Pollution Control Officer



September 8, 2016

STATE OF CALIFORNIA}
COUNTY OF IMPERIAL}
CITY OF BRAWLEY}

The following is a true and correct extract from the minutes of the City Council at their regular meeting of September 6, 2016.

The Council *motioned* to accept funds from the Imperial County Air Pollution Control District (ICAPCD) Rule 310 - Operational Development Fee Program in the amount of \$200,000 for Volunteer Park Parking Lot - Phase 2 Project and Approve Resolution No. 2016-35: Resolution of the City Council to Amend the 2016/17 Budget to Assume a Local Match in the Amount of \$86,817.90. m/s/c Nava/Kastner-Jaruegui

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

Alma Benavides, City Clerk

DATE: September 8, 2016



Mother's & Men Against Gangs Coalition
Anti-Gang Awareness
Family Health & Outreach Fair &
7.3 K run/1.73 mile walk
Sponsor Application

On January 6, 2013, the Garza family sustained a tragic life changing event. Their beloved son, Martin Alberto Garza, was an innocent victim of gang violence. This should have and could have destroyed their will to live but instead the Garza family opted to be proactive and established a worthy organization: Mothers and Men Against Gangs Coalition also known as MAG Coalition.

MAG Coalition was initiated in 2013 to prevent gang violence amongst our youth. Several outreach events are organized and planned throughout the year that require volunteers and financial support. Events such as outreach booths at community events, outreach presentations to youth and their parents, sports activities, community service projects with coalition partners, scholarships, and other worthy projects. These intervention efforts have been a valuable asset to the youth and their families. The Garza family has witnessed the impact their outreach efforts have had since their son's untimely murder and vow to continue their journey as victims of gang violence. They have served a greater purpose for the Imperial Valley community; the awareness of gang violence.

As the four year anniversary approaches of Martin's death and with the murder trial final being resolved in 2016, the family is taking a more active approach by partnering with city governments, elected officials, non-profits, educational institutions, businesses, and law enforcement agencies to transcend a clear message: #73 CHANGING LIVES! This year the organization has elected to raise awareness during their 3rd annual Anti-Gang Awareness Family Health & Outreach Fair & the 5th annual run/walk. You are cordially invited to join MAG Coalition as a partner in CHANGING LIVES by being a sponsor of its annual family event.

Friday, January 6th – Peace Candlelight Vigil and SmashBro Bear Drive kickoff in honor of JUSTICE SERVED for Martin in 2016.

Saturday, January 7th - The Anti-Gang Awareness Family Health & Outreach Fair & 7.3 K run/1.73 Mile walk – this event is focused on uniting families to educate them about the importance of their health, family relations, anti-violence education, and the importance of community & family involvement. The event features interactive health information, extra-curricular activities informational booths, and service agencies that serve the needs of families. It also serves as a major fundraising event for outreach efforts throughout the year such as the SmashBro Bear Drive, GO BIG or GO HOME Letterman Jacket program, MAGnificent Literacy Nights (6th of every month), Sneaker Ball, MAG Games, and Sponsorship of other extracurricular activities for youth and their families.

Sponsor and Booth participants: Please organize a sports, music, art, dance, or any other creative activity related to keeping the youth involved with extracurricular activities for children of all ages. If possible please offer a small token for participating. Examples are a pen, wristband, stickers, or anything else that will promote your services and serve as a “prize” for stopping at your booth. Don't miss out on the festivities of this community event.

We are in need of volunteers, committee members for a variety of events, and advertising assistance if you're able to help in any of these areas please contact MAG Coalition at 760-791-9125.

PREMIUM SPONSORS

MAG Coalition is offering Diamond, Gold, Silver, and Bronze select sponsorships this year. Your tax-deductible donation will receive prestigious sponsorship designation and recognition during the events.

Sponsorship levels include:

GO BIG OR GO HOME (DIAMOND \$1,000)

Diamond sponsorship level includes (20) 7.3 K run/1.73 mile walk registrations, which includes your company/organization name displayed on 7.3 K t-shirts, your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

TOUCHDOWN (GOLD \$730)

Gold sponsorship level includes (15) 7.3 K run/1.73 mile walk registrations. Your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

SLAM DUNK (SILVER \$550)

Silver sponsorship level includes (10) 7.3 K run/1.73 mile walk registrations. Your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

STEP-UP TO THE PLATE (BRONZE \$430)

Bronze sponsorship level includes (10) 7.3 K run/1.73 mile walk registrations. A 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

Mother's & Men Against Gangs Coalition MAG Games 2015 Application

Applicant Name _

Business or Organization Name _

Mailing Address _

City, State, Zip _

Daytime Phone/Cell Phone _ E-

mail Address & Website _

Services or Products that will be offered at your booth & activity for kids _

Please check your preferred participation preference

GO BIG or GO HOME (Diamond) \$1000_

TOUCHDOWN (Gold) \$730_

SLAM DUNK (Silver) \$550 _

STEP-UP to the PLATE (Bronze) \$430 _

Anti Gang Awareness Fair 2016 Agreement Mother's and Men Against Gangs Coalition believes in equal opportunities for all and we will actively seek MAG Coalition evaluation of all applications. We do not allow personal beliefs to conflict with application consideration, and we will pursue an equal balance of portraying each side of any issue, topic, or concern. In selecting participants, criteria may include past history, the promptness of application arrival, and event area accommodations. Mothers and Men Against Gangs Coalition reserves the right to deny acceptance of any applicant if past experience or other factors warrant exclusion.

As a participant and sponsor of the Anti-Gang Awareness Fair 2017 & 7.3 K run/ 1.73 walk, I fully agree to the following:

I recognize and acknowledge that I assume full risk of any injury, property damage or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in the MAG Coalition events. Furthermore, I understand that I should carry my own insurance. I agree to waive and relinquish all claims I may have against Mothers and Men Against Gangs Coalition, Imperial Valley College, and all associated sponsors of the MAG Coalition events and agents thereof from any and all claims other parties may have resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with the activities of the MAG Coalition. I agree to provide photos or slides and a specified list of all things I plan to distribute, sell, or display, and I acknowledge that I may not be permitted to exhibit each of the items I submit. I understand that all photos, slides, and other materials I submit will become the property of Mothers and Men Against Gangs Coalition; if I wish to have any of my materials returned to me after the MAG Coalition events I have specified this in my application and have enclosed a self-addressed, stamped envelope. I agree to pay all the necessary fees set forth in this application. I understand that checks will be deposited upon application arrival.

I agree to be present for the both events on January 6th and 7th, 2017. I agree that if I have not arrived and set up by 8 am on January 7th, or if I leave the MAG Coalition event early, I forfeit my booth space and all fees. If I intend to be late I must notify one of the MAG Coalition organizers as soon as possible. I agree that all demonstrations and exhibits may be photographed for publicity purposes. I understand and will abide by the rules of this application.

Applicant Signature _

Date _



RECORD OF BUILDING PERMITS

October 2016

Prepared by: Francisco Soto, Building Official

11/29/2016

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
10/03/16	26668	Electrical Panel	049-192-068	932 Ivy Street	Miguel R. Rodriguez	Red One Electric	N/A
10/03/16	26669	New Pool	048-275-055-000	180 Malan Street	Brawley Pacific Association	Vineyard Pool	\$ 67,000.00
10/05/16	26670	Mechanical	049-211-012-000	644 South Cesar Chavez	Paul Funez	Artic Air Conditioning	N/A
10/05/16	26671	New House	047-363-025-000	1161 "E" Street	Mark Gaddis Construction	Owner	\$122,207.00
10/05/16	26672	Remodel Kitchen	048-111-016	219 South Imperial Avenue	Faustino Astorga	Owner	\$5,000.00
10/05/16	26673	Porch	048-121-012	551 South Russell Road	Alice Colace	George Mitchell Builders, Inc.	\$14,500.00
10/05/16	26674	Right of Way	048-034-007-000	427 West "H" Street	Sean Callens	A.M. Desert Storm	N/A
10/05/16	26675	Patio	048-394-016-000	1213 Calle Estrella	Bobby & Christina Velasco	Owner	\$10,948.00
10/06/16	26676	Electrical Panel	047-362-025	1010 "E" Street	Amada Gonzalez	Milholland Electric	N/A
10/06/16	26677	Walking Cooler	048-201-004-000	610 South Brawley Avenue	Goyal Enterprises, Inc.	Owner	\$25,000.00
10/07/16	26678	Inspection Fee Only	049-201-030-000	632 Stanley Place	Marco Flores	Aguirre's Roofing	N/A
10/07/16	26679	Inspection Fee Only	048-084-005	226 West "I" Street	Elizabeth Kern	Dan Boyer Construction	N/A
10/11/16	26680	Inspection Fee Only	046-260-049	435 West Main Street, #D	Rio Vista Partners	Owner	N/A
10/10/16	26681	Electrical Panel	049-181-020	696 South Imperial Avenue	Richard Palomino	Owner	N/A
10/12/16	26682	Right of Way	N/A	Btwn C & Main Street	City of Brawley	AT&T	N/A
10/12/16	26683	Mechanical	048-274-003	846 Santillan Street	Arthur Marquez	Desert A/C	N/A
10/12/16	26684	Mechanical	046-133-004	144 West "A" Street	Arnold Cheatwood	Desert A/C	N/A
10/12/16	26685	Inspection Fee Only	046-337-003	1060 Jones Street	Federal National Mortgage	Owner	N/A
10/13/16	26686	Mechanical	048-372-023	1020 Panno Street	Beverly Alvarado	Mauzy Heating A/C	N/A
10/13/16	26687	New House	048-460-098	341 Jasmine Place	Sartan Nahar	GHA Enterprises, Inc.	\$206,767.00
10/13/16	26688	New House	048-460-097	343 Jasmine Place	Sartan Nahar	GHA Enterprises, Inc.	\$206,767.00
10/13/16	26689	New House	048-460-096	345 Jasmine Place	Sartan Nahar	GHA Enterprises, Inc.	\$206,767.00
10/14/16	26690	Electrical Panel	046-172-008	116 West "C" Street	James Taylor	Owner	N/A
10/14/16	26691	Mechanical	048-331-004	841 West Legion Road	Victor Soto	Owner	N/A
10/17/16	26692	Remodel House	048-173-003	634 Willard Avenue	Sean Hutchinson	Wasser Construction	\$12,000.00
10/18/16	26693	Remodel House	048-131-013-000	341 West "K" Street	Manuel & Cleotilde Santiago	Alliance Environmental Group, Inc.	\$9,232.00
10/18/16	26694	New House	049-161-004-000	1028 "J" Street	Maria Reyes	R. Garcia Construction, Inc.	\$144,539.00
10/18/16	26695	Family Room	047-454-012	607 South 16th Street	Jose Campista	Owner	\$10,000.00
10/18/16	26696	Remodel House	046-294-004	260 West Trail Street	David & Lilly Martinez	Alliance Environmental Group, Inc.	\$4,717.00
10/19/16	26697	Plumbing	046-174-017	159 "D" Street	Viviana Loza	Campeños Unidos, Inc.	N/A
10/20/16	26698	Mechanical	047-320-034	1657 "I" Street	Lydia & Erasmo Gonzalez	Artic Air Conditioning	N/A
10/20/16	26699	Rehab Houses	047-250-013	1683 "C" Street, 1,2&3	Imperial Valley Properties	Owner	\$50,000.00
10/20/16	26700	Right of Way	049-280-015	530 Malan Street	EMJO Properties LLC	Duggins Construction, Inc.	N/A



December 6, 2016

Mrs. Rosanna Bayon - Moore
City Manager
City of Brawley
383 Main Street
Brawley, CA 92227

RECEIVED
DEC 06 2016
CITY OF BRAWLEY
OFFICE OF CITY MANAGER

Dear Mrs. Moore;

We have prepared for your review the solid waste rate adjustment based on the formula within our Franchise Agreement.

As provided in Section 7.3 of the Solid Waste Disposal and Recycling Franchise Agreement between the City of Brawley and Republic Services, the rates illustrated in Exhibit G shall be increased annually by the Consumers Price Index for the prior 12 months period. Additionally, pursuant to Section 6.1.3 of the First Amendment to the same agreement, compensation for street sweeping services shall increase by the same CPI percentage.

As such, we have supplied a copy of the Department of Labor Statistics for the 12 month CPI change (October - October) showing a rate adjustment of 1.3% to be effective January 1, 2017.

We want to thank you for the privilege of being your partner in providing solid waste, recycling and street sweeping services to the residents of Brawley. Republic Services is proud to serve the community and our continued partnership with the City of Brawley. Please do not hesitate to contact me with any questions regarding this letter or the services we provide. I may be reached at my office at (760) 337-2412 or my cell at 760-457-6149.

Sincerely,

A handwritten signature in black ink that reads "Michael Howell".

Michael Howell
Division Manager

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

October 2016

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)										Urban Wage Earners and Clerical Workers (CPI-W)						
	Indexes					Percent Change					Indexes			Percent Change			
	Oct 2015	Sep 2016	Oct 2016	Oct 2016	Oct 2016	Sep 2016	Oct 2016	Oct 2016	1 Month ending Oct 2016	Year ending Oct 2016	Year ending Oct 2016	Year ending Oct 2016	Sep 2016	Oct 2016	Oct 2016	Year ending Oct 2016	Year ending Oct 2016
U. S. City Average (1967=100)	237.838	241.428	241.729	241.729	241.729	1.5	1.6	0.1	1.6	1.5	1.6	235.495	235.732	235.732	1.2	1.4	0.1
Los Angeles-Riverside-Orange Co. (1967=100)	712.458	723.210	724.113	724.113	724.113	-	-	-	-	-	-	701.467	702.172	702.172	-	-	-
West	245.812	250.145	251.098	251.098	251.098	1.9	2.2	0.4	2.2	1.9	2.2	240.851	241.932	241.932	1.5	1.9	0.4
(Dec. 1977 = 100)	726.237	739.038	741.855	741.855	741.855	-	-	-	-	-	-	711.788	714.984	714.984	-	-	-
West - A*	244.341	249.234	249.897	249.897	249.897	2.0	2.3	0.3	2.3	2.0	2.3	241.052	241.744	241.744	1.7	2.1	0.3
(Dec. 1977 = 100)	394.963	402.873	403.945	403.945	403.945	-	-	-	-	-	-	387.839	388.953	388.953	-	-	-
West - B/C** (Dec. 1996=100)	250.362	255.975	256.771	256.771	256.771	2.4	2.6	0.3	2.6	2.4	2.6	245.778	246.569	246.569	1.9	2.3	0.3
	408.250	417.403	418.702	418.702	418.702	-	-	-	-	-	-	397.866	399.147	399.147	-	-	-
	144.379	146.130	146.328	146.328	146.328	1.1	1.3	0.1	1.3	1.1	1.3	145.726	145.974	145.974	1.1	1.5	0.2
BI-MONTHLY DATA	All Urban Consumers (CPI-U)										Urban Wage Earners and Clerical Workers (CPI-W)						
	Indexes					Percent Change					Indexes			Percent Change			
	Oct 2015	Aug 2016	Oct 2016	Oct 2016	Oct 2016	Aug 2016	Oct 2016	Oct 2016	2 Months ending Oct 2016	Year ending Oct 2016	Year ending Oct 2016	Year ending Oct 2016	Aug 2016	Oct 2016	Oct 2016	Year ending Oct 2016	Year ending Oct 2016
San Francisco-Oakland-San Jose (1967=100)	261.019	267.853 ^R	270.306	270.306	270.306	3.1 ^R	3.6	0.9	3.6	3.1 ^R	3.6	262.326 ^R	264.026	264.026	2.4 ^R	3.1	0.6
Seattle-Tacoma-Bremerton (1967=100)	802.446	823.455 ^R	830.996	830.996	830.996	-	-	-	-	-	-	798.803 ^R	803.982	803.982	-	-	-
	250.831	256.907	256.941	256.941	256.941	2.1	2.4	0.0	2.4	2.1	2.4	252.393	252.639	252.639	2.0	2.6	0.1
	764.629	783.154	783.256	783.256	783.256	-	-	-	-	-	-	748.598	749.328	749.328	-	-	-

* A = 1,500,000 population and over

** B/C = less than 1,500,000 population

Dash (-) = Not Available.

R = Revised

Release date Nov. 17, 2016. The next monthly releases are scheduled for Dec. 15, 2016. The next bi-monthly releases are scheduled for Jan. 18, 2017.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bls/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.